

**NOTICE OF OPEN MEETING & VOTE TO
CLOSE PART OF THE MEETING
A G E N D A
COUNCIL MEETING
City of Moberly
City Council Room – Moberly City Hall
101 West Reed Street
September 06, 2022
6:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Minutes

1. Approval Of Minutes.

Recognition of Visitors

Communications, Requests, Informational Items

2. A Communication Of The Completed Fire Station Relocation Study From Emergency Services Consulting International.

Public Hearing and Receipt of Bids

3. Receipt Of Proposals For Re-Establishing Existing Ditches In Areas Of Moberly.

4. Receipt Of Proposals For In-Fill Housing.

Consent Agenda

5. A Resolution Approving An Invoice From The Tech Shop, LLC For Off-Site Data Storage For The Moberly Police Department

6. A Resolution Approving An Agreement With The Tech Shop, LLC To Provide Information Technology Administrative Services To The Moberly Police Department.

7. A Resolution Approving An Invoice From The Tech Shop, LLC For The Annual Microsoft Office 365 License Fee For The Moberly Police Department.

8. A Resolution Authorizing The City Manager To Execute A Scope Of Services Agreement With Barr Engineering Company For Preparation Of A Preliminary Engineering Report For The Seven Bridges CSO Grant Application.

9. A Resolution Authorizing The Purchase Of An Aeration Blower Motor For The Waste Water Treatment Plant.

10. A Resolution Authorizing The City Manager Of Moberly, Missouri To Execute An Agreement With Station Automation, Inc., To Provide Software Modules For Operation Check Systems For First Responders.

11. A Resolution Authorizing The City Manager Of Moberly, Missouri To Execute An Agreement With Target Solutions Learning, LLC, To Provide Software Training Programs.

12. A Resolution Authorizing The City Manager Of Moberly Missouri To Execute A Burial Services Agreement With Fletcher's Excavating, LLC.

13. A Resolution Accepting The Bid Of Willis Bros., Inc And Authorizing Contracting For Re-Establishing Ditches Around Moberly.

14. A Resolution Accepting The Proposal Of Johnston Builders, LLC For Infill Housing At 809 Vincil Street.

Ordinances & Resolutions

15. An Ordinance Approving A Cooperative Funding Agreement For Video Scoreboard Advertising; And Providing Further Authority
16. A Resolution Approving A Lease Agreement With Titus Chupp For Property Located At The Omar N. Bradley Airport And Authorizing The City Manager To Execute The Lease.
17. A Resolution Authorizing The City Manager To Enter Into An Agreement With Derrick Fee, D/B/A Red Rock Demolition, For Structure, Junk And Debris Removal As Part Of An Abatement Action.
18. A Resolution Accepting Permanent Sewer Easements From Various Owners For The Route JJ Regional Sewer Project.
19. A Resolution Authorizing The City Manager To Enter Into An Agreement With Willis Bros, Inc., For Emergency Road Repair On Sturgeon Street.
20. A Resolution Authorizing The Moberly Fire Department To Accept A Grant Award With The Assistance To Firefighters Program.
21. A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Official Reports

Anything Else to Come Before the Council

22. Appointment to the Moberly, Missouri Public Building Corporation.
23. Consideration For Approval Of An Addition To A New Liquor Application.
24. Proposal from the Tourism Advisory Commission

Adjournment

25. Consideration Of A Motion To Adjourn To A Work Session Followed By A Closed Session To Discuss The Status Of Real Estate and Negotiated Contract. (Closed Statute 610.021) (2,12)

We invite you to attend virtually by viewing it live on the City of Moberly Facebook page. A link to the City's Channel can be found on our website's main page at www.cityofmoberly.com. The public is invited to attend the Council meeting. Representatives of the news media may obtain copies of this notice by contacting the City Clerk. If a special accommodation is needed as addressed by the Americans with Disabilities Act, please contact the City Clerk twenty-four (24) hours in advance of the meeting.

August 9, 2022
City of Moberly, Missouri Council Minutes

Council met in a special session at 11:30 a.m. in the City Hall Council Chambers with Mayor Jeffrey presiding.

Council Members answering the roll call were: Jerry Jeffrey, Tim Brubaker, Austin Kyser, and Brandon Lucas. Absent: John Kimmons.

A motion was made by Kyser and seconded by Brubaker to approve the agenda. Ayes: Jeffrey, Brubaker, Kyser and Lucas. Nays: none. Absent: Kimmons.

Kyser introduced **"A RESOLUTION OF THE MOBERLY CITY COUNCIL OF THE STATE OF MISSOURI AUTHORIZING THE EXECUTION AND DELIVERY OF A MUNICIPAL LEASE AGREEMENT (COUNTY BANK BANK LEASE) AND OTHER DOCUMENTS AND AGREEMENTS IN CONNECTION THEREWITH"** and made a motion for it to be read. Lucas seconded the motion. Ayes: Jeffrey, Brubaker, Kyser and Lucas. Nays: none. Absent: Kimmons. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Lucas and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Kyser and Lucas. Nays: none. Abstain: Brubaker. Absent: Kimmons.

A motion was made by Kyser and seconded by Brubaker to adjourn. Ayes: Jeffrey, Brubaker, Kyser and Lucas. Nays: none. Absent: Kimmons.

August 15, 2022
City of Moberly, Missouri Council Minutes

Council met in regular session at 6:00 p.m. in the City Hall Council Chambers with Mayor Jeffrey presiding.

All stood and recited the pledge of allegiance led by Mayor Jeffrey.

Council Members answering the roll call were: Jerry Jeffrey, Tim Brubaker, John Kimmons (Remotely via Zoom), Austin Kyser, and Brandon Lucas.

A motion was made by Kyser and seconded by Brubaker to approve the agenda. Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: none.

A motion was made by Kyser and seconded by Lucas to approve the minutes of August 1, 2022, Council meeting as presented. Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: none.

A request was received from the VFW Post 2654 to hold the annual Veteran's Day Parade on November 13, 2022, beginning at 1:00 p.m. The proposed parade line up will be in the 600 Block of Adams Street and West down the 700 and 800 Blocks of W Reed Street. The parade will begin at Adams and Johnson Streets, traveling East onto W Reed Street to Clark Street, South on Clark Street and will disband in the 100 Block of North Clark Street. A motion was made by Brubaker and seconded by Kyser to approve the request. Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: none.

The following bids were received for Tannehill Water Line Construction for Public Utilities: **Ryan Construction Co. LLC**, total bid: \$380,870; **M&M Landscaping and Construction**, total bid: \$330,175; **Flow Meter Construction**, total bid: \$244,000; and **Willis Bros, Inc**, total bid: \$199,690. A motion was made by Kyser and seconded by Lucas to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: none.

The City has utilized Fusion Technologies, LLC. for Information Technology (IT) administration services since 2012 for all facilities except the Police Department. Due to the election of Fusion Technologies, LLC owner Brandon Lucas to the Moberly City Council in April 2022, in addition to the expiration of the current Fusion contract on 9/1/2022, Missouri State law requires that this service be placed for bid. City Attorney, Randall Thompson, recommends that these services be re-bid annually while Mr. Lucas remains on the City Council. The following bids were received for Information Technology Administrator Services: **Marco**, total bid \$106,800 annually with a required 3-year contract, plus a \$17,000 onboarding fee in year one; data backup and 24/7 support included. **Midwest Computech**, \$52,234, includes up to 3 TB data backup with monitor only 24/7 support; includes antivirus with all help desk service requests and on-site service billed at an additional \$125 per hour (estimated annual service call hours is 175 @ \$125 per hour for a total estimated additional cost of \$21,875). **Computerized Business Systems**, \$50,000, data backup software included at no cost, but the City would pay additional storage costs; 24/7 support included; software & hardware purchases are cost plus sales tax plus 8%; the

City must also purchase a disaster recovery server to be stored offsite; special projects would be billed at \$80-125 per hour; additional computers above 65 add a one-time charge of \$2,500 per 10 units. **Fusion Technology**, \$42,169, emergency backup server hardware is included; data backup and 24/7 support included the City must provide Fusion an opportunity to bid on equipment, software and services. A motion was made by Kyser and seconded by Brubaker to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons (Remotely), and Kyser. Nays: none. Abstain: Lucas.

The following bids were received for the Lease-Purchase Financing for a 2022 International HV507 Tandem axle and a 2022 International HV507 Single Axle Dump Truck: **County Bank**, bid 2.90%, annual payment \$113,871.60; **Commerce Bank (Clayton Holdings)**, 3.17%, annual payment \$114,458.18; **Central Bank of Moberly**, bid 3.36%, annual payment \$114,985.02 with a \$500 origination fee; **First State Community Bank**, bid 3.74%, annual payment \$115,877.10, includes \$120 UCC filing fee; **Regional Missouri Bank**, bid 4.40%, annual payment \$117,169.22. A motion was made by Lucas and seconded by Kyser to accept the bids. Ayes: Jeffrey, Kimmons (Remotely), Kyser and Lucas. Nays: none. Abstain: Brubaker.

The following bids were received for Lease-Purchase Financing for a Solar Pavilion Located at Rothwell Park: **Central Bank of Moberly**, bid 3.78%, 20 year lease term, annual payment \$32,353.15, \$500 origination fee; **Regional Missouri Bank**, bid 4.60%, 20 year lease term, annual payment \$34,598; **First State Community Bank**, bid 4.62%, 20 year lease term, annual payment \$34,869.19. **County Bank** and **Commerce Bank (Clayton Holdings)** were solicited for bids but neither submitted a bid on the project. A motion was made by Lucas and seconded by Kyser to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: None.

Mayor Jeffrey asked to entertain any motions to remove an item from the Consent Agenda for discussion. Kyser made a motion to remove #9: "A RESOLUTION AUTHORIZING THE CITY MANAGER OF MOBERLY, MISSOURI TO EXECUTE AN AGREEMENT WITH FUSION TECHNOLOGY, LLC TO PROVIDE INFORMATION TECHNOLOGY ADMINISTRATIVE SERVICES" and #11: "A RESOLUTION OF THE MOBERLY CITY COUNCIL OF THE STATE OF MISSOURI AUTHORIZING THE EXECUTION AND DELIVERY OF A MUNICIPAL LEASE AGREEMENT (COUNTY BANK BANK LEASE) AND OTHER DOCUMENTS AND AGREEMENTS IN CONNECTION THEREWITH" from the consent agenda. Kimmons (Remotely) seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: None. Mayor Jeffrey asked City Attorney, Randall Thompson, to read the remainder of the consent agenda, removing items #9 and #11.

Resolution R1309: "A RESOLUTION ACCEPTING THE BID OF AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WILLIS BROTHERS, INC FOR THE TANNEHILL WATER LINE CONSTRUCTION PROJECT"

Resolution R1310: "A RESOLUTION APPROVING A LEASE AGREEMENT WITH MARINE TOYS FOR TOTS FOUNDATION FOR PROPERTY LOCATED AT 218 W REED STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE"

Resolution R1312: "A RESOLUTION OF THE MOBERLY CITY COUNCIL APPROVING A GOVERNMENTAL EQUIPMENT LEASE PURCHASE AGREEMENT WITH CENTRAL BANK OF MOBERLY"

Resolution R1314: "A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A BILL PAYMENT SERVICES AND KIOSK PURCHASE CONTRACT WITH U.S. PAYMENTS, LLC"

The Resolution bills having previously been made available for public inspection were read by title one time. A motion was made by Kyser and seconded by Lucas to adopt the Resolutions. Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: none.

Kyser introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER OF MOBERLY, MISSOURI TO EXECUTE AN AGREEMENT WITH FUSION TECHNOLOGIES, L.C.C. TO PROVIDE INFORMATION TECHNOLOGY ADMINISTRATIVE SERVICES"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons (Remotely) and seconded by Brubaker to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons (Remotely), and Kyser. Nays: none. Abstain: Lucas.

Lucas introduced **"A RESOLUTION OF THE MOBERLY CITY COUNCIL OF THE STATE OF MISSOURI AUTHORIZING THE EXECUTION AND DELIVERY OF A MUNICIPAL LEASE AGREEMENT (COUNTY BANK BANK LEASE) AND OTHER DOCUMENTS AND AGREEMENTS IN CONNECTION THEREWITH"** and made a motion for it to be read. Kyser seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kyser and seconded by Lucas to adopt the Resolution. Ayes: Jeffrey, Kimmons (Remotely), Kyser and Lucas. Nays: none. Abstain: Brubaker.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE ESTABLISHING THE TAX LEVY FOR THE CITY OF MOBERLY, MISSOURI FOR THE YEAR 2022"** and moved that the bill be read two times by title for passage. Brubaker seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Brubaker moved that the bill be enacted into an ordinance. Lucas seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: none.

Brubaker introduced a bill for an ordinance entitled: **"AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION AND PRELIMINARY DEVELOPMENT PLAN APPLICATION OF KNOX AND HAYNES PROPERTIES, LLC FOR PROPERTY LOCATED IN THE 300 BLOCK OF TERRILL ROAD"** and moved that the bill be read two times by title for passage. Lucas seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kyser moved that the bill be enacted into an ordinance. Brubaker seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: none.

Lucas introduced a bill for an ordinance entitled: **"AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION OF CHARLES JOHNSTON FOR PROPERTY LOCATED AT 801 MYRA STREET"** and moved that the bill be read two times by title for passage. Kyser seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Lucas moved that the bill be enacted into an ordinance. Brubaker seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: none.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION AND PRELIMINARY DEVELOPMENT PLAN APPLICATION OF JAD PROPERTIES, LLC FOR PROPERTY LOCATED ON NORTH BUCHANAN AND 807 WEST HIGHWAY 24"** and moved that the bill be read two times by title for passage. Brubaker seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Brubaker moved that the bill be enacted into an ordinance. Lucas seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: none.

Brubaker introduced a bill for an ordinance entitled: **"AN ORDINANCE ESTABLISHING THE ANNUAL TAX FOR THE IMPOSITION OF A 9-1-1 TAX FOR THE EMERGENCY TELEPHONE SERVICES HERETOFORE IMPOSED BY ORDINANCE NO. 6948 PASSED AND ADOPTED MAY 2, 1994"** and moved that the bill be read two times by title for passage. Kimmons (Remotely) seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kyser moved that the bill be enacted into an ordinance. Brubaker seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: none.

Lucas introduced a bill for an ordinance entitled: **"AN ORDINANCE AMENDING SECTION 46-140 TO PROHIBIT USE OF SHIPPING CONTAINERS AS PRIVATE STORAGE BUILDINGS IN RESIDENTIAL DISTRICTS"** and moved that the bill be read two times by title for passage. Brubaker seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Lucas seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: none.

Kyser introduced **"A RESOLUTION AUTHORIZING AND ACCEPTING A THIRD CHANGE ORDER TO THE ENERGY PERFORMANCE CONTRACT WITH ENERGY SOLUTIONS PROFESSIONALS, LLC., FOR PAVILION CONSTRUCTION AND SOLAR ARRAYS"** and made a motion for it to be read.

Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Lucas to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: none.

Brubaker introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$407,345.09"** and made a motion for it to be read. Kyser seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kyser and seconded by Brubaker to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: none.

Monthly reports were received from various departments.

Mr. Lucas said that he, City Manager Brian Crane, Finance Director Greg Hodge, Assistant Finance Director Matt Douglass, and City Clerk Shannon Hance recently attended the 2022 MIRMA Annual Meeting. He congratulated Finance Director, Hodge, for being re-elected to the MIRMA Board.

Mr. Lucas also commended the Parks and Recreation Department for the 3D Shoot event that they hosted.

Mayor Jeffrey asked Director of Community Development, Tom Sanders, for an update on the excess Right of Way on Highway 24.

Mayor Jeffrey asked for a motion for consideration to move the September 5, 2022, City Council meeting to September 6, 2022, due to the Labor Day holiday. A motion was made by Kyser and seconded by Lucas to move the September 5, 2022, Council meeting to September 6, 2022. Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: none.

Members from the News Media were: Colin Schowe, Kwix Kres Radio Station, and Wynona Whitaker, Moberly Monitor Index.

A motion was made by Kyser and seconded by Brubaker to adjourn to a work session followed by a closed session to discuss the status of Negotiated Contract. (Closed Statute 610.021) (12). Roll call vote: Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: none.

A closed session was held.

Mayor Jeffrey reopened the meeting.

A motion was made by Lucas and seconded by Brubaker to adjourn. Ayes: Jeffrey, Brubaker, Kimmons (Remotely), Kyser and Lucas. Nays: none.

Work Session

The following was discussed at the work session:

Appointment To The Moberly, Missouri Public Building Corporation. (Don Burton) Approve The Signing Of The Contract With Target Solutions Learning, LLC (DBA Vector Solutions) For Software Program To Be Implemented By The Fire Department.

Approval Of The Tech Shop To Provide Off-Site Data Storage For The Moberly Police Department.

Request For Approving A Resolution Authorizing The Moberly Fire Department To Enter Into A Contract With Station Automation, Inc. (DBA PS Trax) For Software Program To Be Implemented By The Fire Department.

A Resolution Approving An Annual Service Agreement For IT Services For The Police Department.

A Resolution Approving Renewal Of Police Department Microsoft Office 365.

A Discussion Regarding A Scope Of Services Agreement With BARR Engineering For Professional Services.

A Discussion Regarding A Purchase Of A Replacement Motor For Public Utilities From Aerzen And Authorizing The City Manager To Make The Purchase.

Receipt Of Proposals For Re-Establishing Existing Ditches In Areas Of Moberly.

Receipt Of Proposals For In-Fill Housing.

Oakland Cemetery Grave Opening Agreement.

Proposals From The Tourism Advisory Commission.

City of Moberly

City Council Agenda Summary

Agenda Number: #2.
 Department: Fire
 Date: September 6, 2022

Agenda Item: A Communication Of The Completed Fire Station Relocation Study From Emergency Services Consulting International.

Summary: City Management Had Authorized Emergency Services Consulting International To Perform A Fire Station Resource Location Study. The Final Study Report Has Been Submitted By E.S.C.I. Awaiting Council Acknowledgment And Acceptance Of Their Report. The Fire Department Would Like To Thank The Council For Their Commitment This Project.

Recommended

Action: Acknowledge of the Correspondence

Fund Name: N/A

Account Number: N/A

Available Budget \$: \$0.00

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input checked="" type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

M___ S___ **Lucas** ___ ___

Passed

Failed



City of Moberly

Missouri

March 2022

Fire Department

Station Location STUDY

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EXECUTIVE SUMMARY

The Moberly Fire Department retained Emergency Services Consulting International (ESCI) to conduct a *Fire Station Location Study*. ESCI is an international firm providing specialized, high quality, and professional fire, EMS, police, and communications consulting services to organizations throughout the United States and Canada. ESCI, the consulting arm of the International Association of Fire Chiefs (IAFC), has been meeting the needs of emergency services providers since 1976. ESCI consistently provides innovative and sustainable recommendations readily understood by the public and useful to elected officials for setting sound public safety policy. Utilizing over 30 consultants nationwide who are leaders in their respective fields, ESCI provides consulting services to municipalities, districts, non-profit organizations, and the industrial and commercial community.

This document describes the Moberly Fire Department's (MFD) community risks, response resources, deployment strategies, and service levels. The document identifies and discusses response time objectives and standards for measuring the effectiveness of fire department services and the deployment of its resources. Additionally, recommendations are made to meet current demand, as well as increased services for the future, based on known and anticipated growth in population and needed services.

Station Location Study Methodology

The process involves ESCI consultants developing a work plan after reviewing the approved scope of work. ESCI consultants worked with Moberly Fire Department (MFD) staff to gain a comprehensive understanding of the organization's past, present, and future plans. Over a period of several months ESCI staff reviewed relevant background information and data about the MFD service area, service delivery model, capital facilities, staffing models, and the City's future land use plans. This information was evaluated against key concepts related to fire departments and national trends to identify best practices. Those identified best practices are aligned with standards and recommendations from the National Fire Protection Association (NFPA), the Insurance Services Office (ISO), the Center for Public Safety Excellence (CPSE), laws and regulations of the State of Missouri, and other generally accepted practices for emergency services.

ESCI was able to establish a baseline assessment of current community risks and service delivery needs centered around the specialized and technical services provided by the Moberly Fire Department. The purpose of this assessment was to identify risks, hazards, vulnerabilities, and threats in comparison to industry standards and best practices, to determine current and future fire station location needs. ESCI utilizes Geographic Information Systems (GIS) technology and analysis tools to visualize the data and provide additional information in the report.

The performance analysis and development of recommended strategies reviewed the location – allocation of current MFD fire stations against the geographic road-network and topographical attributes of the community. Based on time intervals identified in the Standards of Response Coverage section of the Self-Assessment Manual published by the Commission on Fire Accreditation International as well as the National Fire Protection Agency consensus standards, strategies and recommendations were developed for MFD to improve service.

Organizational Design

The organizational design of an emergency services agency is vitally important to the agency's ability to deliver services in an efficient and timely manner while providing the necessary level of safety and security to the members of the organization, whether career, part-time, paid-on-call, or volunteer. ESCI finds that the structure and function of the MFD are consistent with the risk, demand, and services provided but will require enhancement in the near future. Recommendations for additional staffing based on current and future demand and occupancy changes are included.

Capital Facilities and Apparatus

If appropriate capital equipment is not available for the use by responders, a fire department cannot deliver services effectively. Two primary capital assets that are essential to the provision of emergency response are facilities and apparatus (response vehicles). MFD maintains a balance of three basic resources that are needed to carry out its emergency mission: People, equipment, and facilities. Because firefighting is an extremely physical pursuit, the adequacy of personnel resources is a primary concern; but no matter how competent or numerous the firefighters are, the department will fail to execute its mission if it lacks sufficient fire apparatus distributed efficiently.

Station 2 is in poor condition and station 1 is in fair condition as it relates to this analysis. Station 2 needs replacement soon and should be added to the city capital improvement plan. Specific observations from the tour of each facility can be found in the station summaries.

Appropriately designed and maintained facilities are critical to a fire department's ability to provide services promptly and with the appropriate deployment of assets. ESCI observed and reviewed both fire stations operated by MFD. Both of the buildings are not in compliance with all the recommendations from the National Fire Protection Association's (NFPA) standard for life safety initiatives.

The following figure provides an overview of MFD stations and facilities and is followed by detailed findings for each facility in the *Capital Facilities and Apparatus* section of the study.

MFD Station	Age	Rated Condition	Number of Apparatus	No. of Apparatus Bays	Minimum Staffing
Fire Station 1	46 Years	Fair	6	3	3
Fire Station 2	48 Years	Poor	3	2	3

Fire Station Apparatus/Vehicles

ESCI evaluated the apparatus and vehicles used by MFD to accomplish their mission and provide necessary services to the community. Fire suppression apparatus, aerial apparatus (commonly called ladder trucks), support units, and some command vehicles are unique and expensive pieces of equipment customized to operate for a specific community and defined mission. Other than its firefighters, officers, and support staff, emergency apparatus and vehicles are the next most important resource in a fire department that have a direct impact on service delivery.

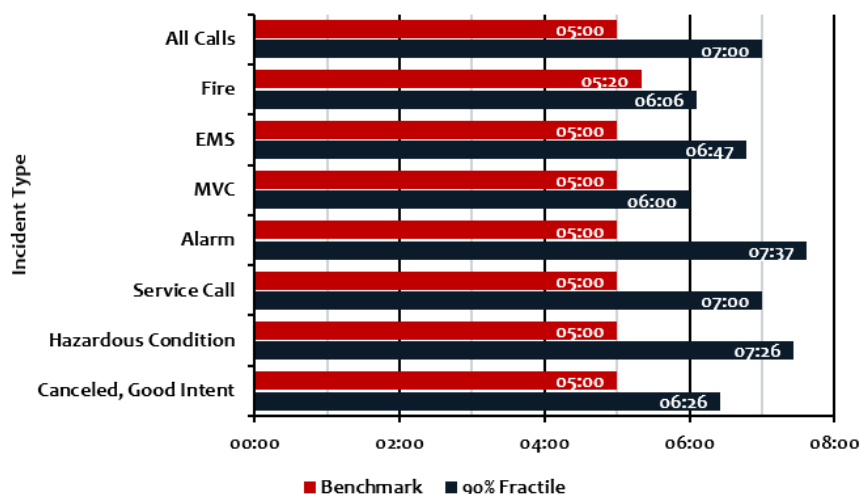
Apparatus must be in good condition, regularly maintained, and configured in a way that ensures reliable, safe, and effective deployment and operations at emergency incidents. As a result, most fire apparatus are very expensive to purchase and maintain and offer little flexibility in use and reassignment to other missions. Additionally, older vehicles tend to increase maintenance costs and can potentially have a negative impact upon response reliability as units experience increased breakdowns and longer out-of-service times. Based on the age and size of the MFD fleet a necessary funding mechanism to ensure appropriate replacement is recommended. A detailed evaluation of MFD apparatus is included in the *Capital Facilities and Apparatus* section of the study.

Service Delivery and Response Performance

Response performance criteria and actual service delivery performance are analyzed in detail, providing information with which the department can develop future deployment methodologies and identify desired levels of response performance and staffing.

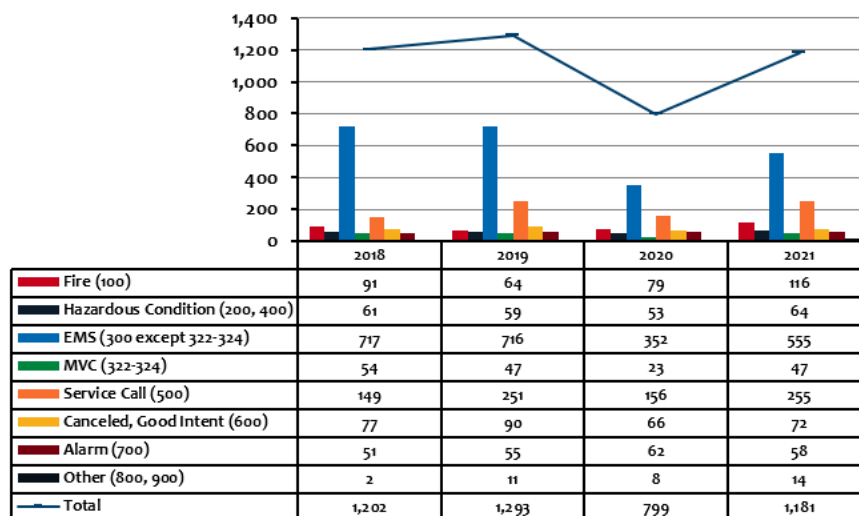
In analyzing response performance, ESCI generates percentile measurements of response time performance. The use of percentile measurement using the components of response time follows the recommendations of industry best practices. The best practices are derived from the Center for Public Safety Excellence (CPSE), Standards of Cover document and NFPA 1710: *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*.

The following figure provides the overall total response time performance for MFD. This combines all components of the response—from 911 call until arrival on the scene. As discussed in the call processing performance section, the majority of incidents had the same time documented for the call received time and the dispatched time. This resulted in an inability to accurately analyze total response time performance. However, the analysis of the response time performance from time of dispatch to time of arrival was evaluated. Performance ranged from 6 minutes, for motor vehicle accidents to 7 minutes, 37 seconds for alarms. The overall performance was 7 minutes. The entire performance breakdown according to applicable standards can be found in the Service Delivery and Performance section of the study.



Emergency Response Demand Type and Frequency

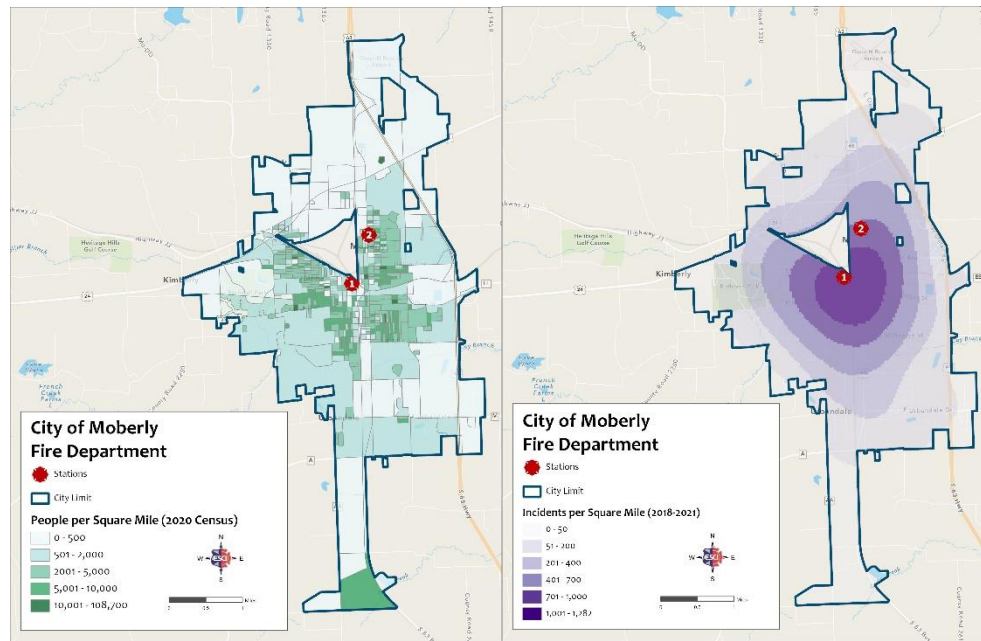
The demand for services is the primary determinant for managing all emergency services organizations. These service demand elements are the key indicators in conducting periodic studies and analysis to make adjustments to resource distribution and concentration. In the Service Demand section of the report, historical demand and the associated trends within the data are presented and examined for further discussion. MFD is a high performing all-risk fire department that handles multiple types of emergencies and provides services that address identified risk elements within the community. The department responded to 1,202 incidents in 2018, 1,293 in 2019, 799 in 2020 and 1,181 incidents in 2021. Calls for service were less in 2020 than previous years due to a decrease in demand because of the COVID 19 pandemic. This significant decrease in 2020 is similar to that found in departments throughout the nation. However, the call load for the current 2021 year is returning back to pre-COVID-19 numbers. As is typically found, a high percentage of incidents are emergency medical calls (52.3 percent of the total for 2018-2021). The following figure displays MFD's historical service-demand by year, call-type, and frequency.



Population Density and Service Demand

The primary driver of service demand is population numbers and density. ESCI looked at historical and three sources of future population projections to establish a range of population increases that should be utilized in a manner that matches the conditions on the ground. For purposes of analyzing population density, ESCI uses the density as recorded by the U.S. Census Bureau for 2020 within each census block—the smallest unit of division within the census data. The population density in some areas of the jurisdiction is as high as 10,000 people per square mile in the area of the correctional institute.

The population density for Moberly is illustrated below, with color changes from lighter to darker coinciding with population density changes from lower to higher. Additionally, the service demand for 2018-2021 discussed above is offered for comparison.



Future Population Projections

ESCI researched the historical and future projections from available comprehensive growth plans and the U.S. Census Bureau to develop an overview of historical population representations and future population expectations to provide decision makers with accurate estimates to aid the planning process. Population projections are estimates of the population for future dates. They are typically based on an estimated population consistent with the most recent decennial census. The U.S. Census Bureau predicts a decrease in population by 2050 based on experienced trends.

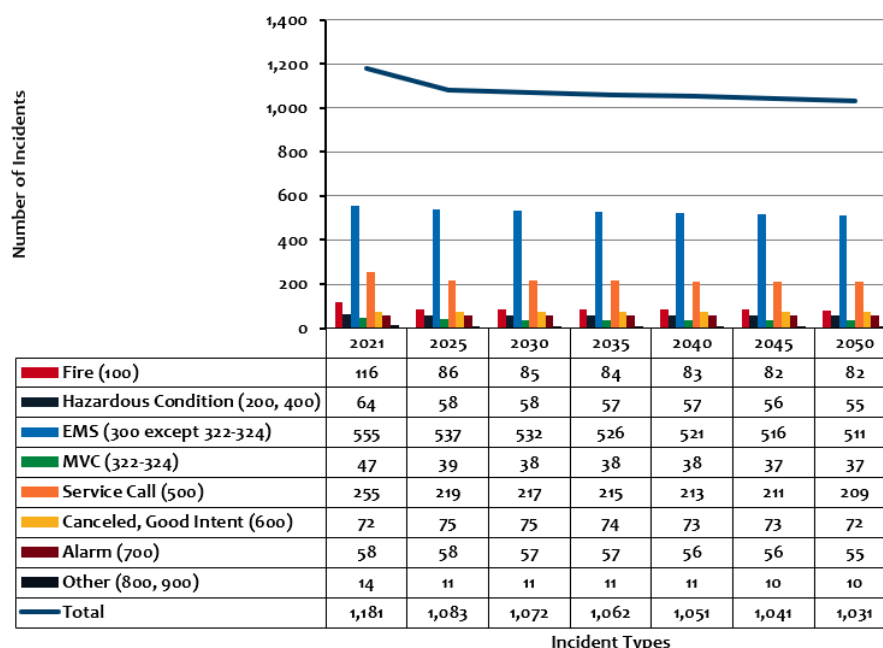
ESCI considered the population growth projections offered by the 2040 *Comprehensive Plan* who based projections strictly on mathematical growth rates, and do not include adjustments for amount of developable land; economic trends or conditions; current land use policies; and/or other similar factors. Their projections differ from the U.S. Census Bureau and predict the population could reach between 15,000 and 21,000 by 2040. These predictions use the natural population growth rates, .05 percent, 1 percent, 1.25 percent, and 1.37 percent annual growth rates.

Service Demand Projections

After examining the current conditions and population projections, it is essential to look at future service demand to identify elements of the system that are too far away to respond to anticipated service demand in a timely manner or will be stressed or overutilized. Once these elements are known, data-driven triggers can be established to determine when additional, or reallocated resources are required to meet established response and outcome standards.

Examination of MFD incident data reveals that service demand decreased from 2018 to 2021. This further suggests that population-based projections are appropriate for these service demand projections, given no major change in the MFD services provided. Thus, it is anticipated that future MFD service demands will follow similar patterns. However, if and when the identified potential future growth discussed in the 2040 *Comprehensive Plan* takes place, a subsequent increase in service demand will be realized and move the service projections toward the maximum projection.

Based on this assumption, ESCI was able to develop a range of projected increase in service demand—calls for service—from 2021 to 2050. This range was then compared to historical records to determine a projected increase in service demand, based on a comparison of population-based and historically-based service projections, as shown in the following figure. It is important to note that these projections are conservative based on the unknown impact of COVID-19 on calls for service during 2020 and the return demand for service post COVID-19 pandemic as the data is not available yet.



Community Risk Analysis

As part of the Station Location Study, a community risk analysis was conducted that provided an assessment of potential risks present in the service area. Physical, economic, and demographic data is utilized to assess the hazards and risks threatening the community. These risks can include natural hazards associated with climate and topography, population and demographics, technological and human-caused hazards, types of structures and their intended uses, and the type of service and transportation infrastructure. This includes exposure to natural and human-made disasters. Of the potential hazards that pose a risk to the City of Moberly, the risk assessment included in this report identifies several because of the likelihood of everyday occurrence and/or potential consequences.

Community hazards were divided into broad categories, as follows: Structure Fires, Non-structure Fires, EMS-Medical Assist, Rescue, Hazardous Materials, Natural Hazards, Technological Hazards, and Human Hazards. These categories represent an accurate spectrum of the current and anticipated risks seen within the City of Moberly. These vulnerabilities drive the services and capabilities that the MFD must maintain throughout the service area.

Recommendations & Strategies

The analysis has undeniably confirmed that the current fire stations are appropriately located based on population and call demand, and that the greatest need faced by MFD now and in the foreseeable future is not the addition of additional fire station(s). Rather, the greatest need indicated by the preceding evaluation is the construction of new fire stations to replace worn and end of life stations as well as the addition of firefighters and response units. To help the organization navigate through the process, the following discussion further defines the short- and long-term strategies that ESCI has identified.

The recommendations and strategies are listed in the following figure, summarized in the pages that follow, and detailed in the *Recommendations & Strategies* section of this study.

Short Term Strategies	Adopted	Completed	Target Date
Response Performance Reporting			
Implement processes to reduce call processing times. As discussed in the call processing performance section, the majority of incidents had the same time documented for the call received time and the dispatched time. This resulted in an inability to accurately analyze total response time performance. ESCI recommends that MFD leadership work to capture the 9-1-1 call time within their reporting system so that this measure can be trended, and improvements made if necessary.			
Implement methods of ensuring accuracy of response priority so that ongoing measurement of response performance can be isolated to emergency responses.			
Collect accurate and complete response time data for all units assigned to an incident. These times should include call processing and turnout times. This may require working with Moberly Communications Center to implement Automatic Vehicle Locator (AVL) technology and Mobile Data Terminals (MDT) in the apparatus reporting directly to the Computer Aided Dispatch System (CAD).			
Conduct regular reporting of turn out times with on-going analyses of turnout time delays. Current MFD includes turnout time as part of the performance measures.			

Short Term Strategies	Adopted	Completed	Target Date
Expand the incident reporting capability to include geographical distribution working with the City GIS unit. Include graphical data in annual report.			
Response Deployment			
Recommend adopting ERF staffing based on occupancy risk. Current practice is defined by unit staffing and not incident required staffing. ERF compliance should be monitored and compared against the NFPA 1710 requirement of (ERF) of 17 firefighters arriving within eight minutes travel time, 90 percent of the time for moderate-risk occupancies and adjust staffing as needed.			
Determine structures that require additional effective response force personnel and plan for automatic aid to accomplish the recommended ERF. ERF compliance should be monitored and compared against the NFPA 1710 requirement of 28 personnel on scene within eight minutes of travel time for high-risk occupancies.			
Define fire target hazards and determine what is the necessary ERF for these hazards. This may require conducting a critical task analysis.			
Place an aerial ladder truck in service at Station 1 to maximize aerial ladder truck capabilities. Address the current risk profile for aerial master stream and rescue capabilities within the city.			
Long Term Strategies	Adopted	Completed	Target Date
Recommendation 1			
Develop and fund an appropriate long-range fire station replacement plan.			
Recommendation 2			
Set minimum staffing based on an Emergency Response Force (ERF) of 17 firefighters.			
Recommendation 3			
Place an aerial ladder truck in service at Fire Station 1.			
Recommendation 4			
Develop and fund an appropriate long-range apparatus purchasing and replacement plan.			
Recommendation 5			
Establish Funding to Construct a New Training Facility.			

Conclusion

Based on information obtained throughout this process, our assessment is that MFD has strong leadership and an innovative vision. The department is functioning at a high level commensurate with community expectations. While there is always room for improvement, the department is serving the citizens of Moberly well. The fire department is commended for undertaking this project to initiate a formal plan for future service delivery.

The report referenced in this executive summary provides a considerable amount of technical data, much of which was provided by the Moberly Fire Department and the City of Moberly and allows the reader to gain a clear understanding of the services provided by MFD as well as an indication of how those services may be provided in the future. This document is intended to provide department personnel and policymakers with information from which to make informed, data-driven decisions about the future deployment of resources and services in the MFD service area.

ESCI is confident that the analysis, findings, and recommendations in the report will provide the City of Moberly and the MFD with a successful road map for the future. As these goals and enhancements are realized, and the city continues to grow in size and stature, the citizens of Moberly will continue to receive an exceptional level of service and protection from the dedicated professionals of the Moberly Fire Department.

STATION LOCATION STUDY METHODOLOGY

In March 2022, the city of Moberly Fire Department (MFD), retained Emergency Services Consulting International (ESCI) to conduct a Fire Department Station Location Study. The Fire Department Station Location Study provides the MFD with a detailed analysis of current resource deployment as it applies to fixed facilities, including apparatus and personnel assigned to a fire station. The City's fire and rescue service demands are currently served from two fire stations, both of which were built in the 1970's. The study will provide information and recommendations to answer the question if one central fire station to replace the two existing stations will provide the necessary response times to service the City's fire protection needs or if more than one station is required. Further, the study will consider any potential impacts on the ISO PPC rating, response times, and operational costs in the one- versus two-station case.

This type of study is designed to assist communities with quantifying current service delivery, evaluating service delivery and response performance, and developing strategies to make decisions related to facility locations, apparatus assignment, and staff determinations that will meet anticipated needs and resultant future service demand.

Project Initiation & Development of the Work Plan

The beginning phase for initiating the Moberly Fire Department Station Location Study was for Emergency Services Consulting International (ESCI) to develop a project work plan based on the approved scope of work. As part of this process, ESCI conversed with the Moberly Fire Department's project team to gain a comprehensive understanding of the organization's background, goals, and expectations for this project. The work plan included identifying the primary tasks to be performed, the method for evaluating the results, and possible obstacles that may arise during the course of this project.

Acquisition & Review of Background Information

During this phase of the project, ESCI requested pertinent information and data from the Moberly Fire Department's Project Team. The requested data included information about the fire department service area, National Fire Incident Reporting System (NFIRS) data, automatic and mutual aid agreements, geographic planning zones and station/apparatus locations, staffing plans, other relevant comprehensive plans, land use studies, climate action plans, and the hazard mitigation plan. Further consideration was given to ISO reports and the Conditions Assessment and Recommendations Study conducted in 2019. ESCI used the collected data in the analysis and development of the Moberly Fire Department Station Location Study.

Key Concepts & National Trends

This report includes best practices based on nationally recognized guidelines and criteria, including concepts from the National Fire Protection Association (NFPA), the Insurance Services Office (ISO), the Center for Public Safety Excellence (CPSE), laws and regulations of the State of Missouri, and other generally accepted practices for emergency services. Where applicable, the report is written and organized in a style that is consistent with:

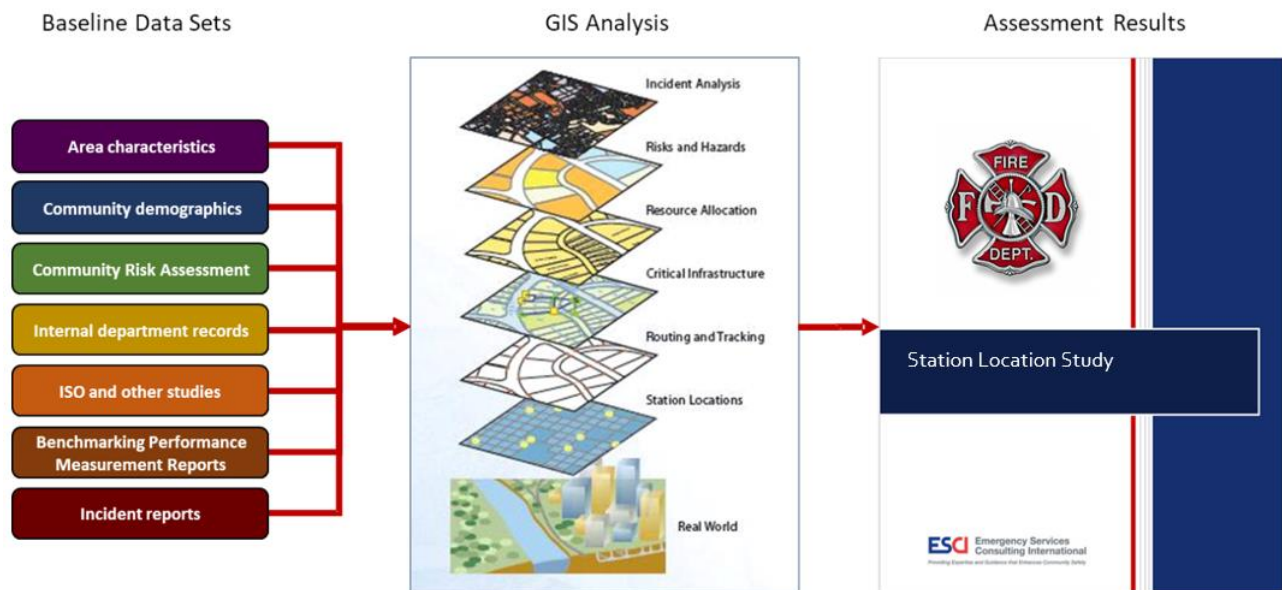
- Community Risk Assessment: Standards of Cover, 6th Edition, Center for Public Safety Excellence, Chantilly, VA, 2016.
- NFPA 1710, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments.
- NFPA 1581, Standard on Fire Department Infection Control Program.
- NFPA 1402, Guide to Building Fire Service Training Centers
- NFPA 1901, Standard for Automotive Apparatus
- NFPA 1911, Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Emergency Vehicles
- NFPA 1912, Standard for Fire Apparatus Refurbishing
- NFPA 1221, Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems
- NFPA 1500, Standard on Fire Department Occupational Safety, Health, and Wellness Programs
- NFPA 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting

Baseline Assessment & GIS Technology

From the information provided by the City of Moberly, ESCI was able to establish a baseline assessment of current community risks and service delivery needs centered around the specialized and technical services provided by the Moberly Fire Department. The purpose of this assessment was to identify risks, hazards, vulnerabilities, and threats in comparison to industry standards and best practices to determine current and future fire station location needs.

The ESCI Planning Team also collected information, reviewed population and other community growth patterns, and then analyzed trends and expectations. This was done to provide a glimpse into future community conditions, land use, and fire protection risks in order to interpret their potential impact on emergency service planning and delivery.

ESCI then used Geographic Information Systems (GIS) technology and analysis tools to visualize the data and provide additional information for the Department. The following figure illustrates the conceptual GIS methodology as applied to this assessment.

Figure 1: GIS Methodology

Performance Analysis and Development of Recommended Strategies

From the time the first fire station is built, there is an expectation that the facility can and will provide a timely response to calls for service in a given area surrounding that facility. When the original criterion was set for response time from that facility, there was an immediate location – allocation created by that fire station. The fire station provides a response to a given area within a reasonable time in a pattern that essentially is an overlay on the streets and highways that radiate outward from that location. Even before any incidents occur in a community, the geographic road-network and topographical attributes of a community create a dynamic segmentation that results in the ability of fire professionals to reasonably predict what areas can be, and those that will not be, adequately covered.

Over time the area of coverage changes and evolves based on community growth. The concept of using actual travel time today is based upon a more accurate representation of the level of service for an all-risk approach. It is more performance-based. Today, most fire agencies set a time standard that includes three elements, two of which were missing from the strict use of mileage for fire station location – specifically, alarm processing time and turnout time. The actual time of road travel has often been used to set the community's expectation of performance.

Using this approach, fire stations are seldom located in a linear fashion. This concept is based on the time intervals identified in the Standards of Response Coverage section of the Self-Assessment Manual published by the Commission on Fire Accreditation International. This process leads to the development of a standard of response cover, or a time and level of staffing designed to control an emergency at a minimum level of loss. The process is, however, a policy choice based on risk and local conditions.

The basic performance standards for time goals are based on the rapid speed of fire growth and consequences of emergency medical situations over a short time frame. It has been determined that both fires and medical emergencies can gain a foothold that result in excessive losses when the times are excessive.

Based on this concept MFD performance was evaluated and recommendations for improvement offered.

SECTION I:

Evaluation of Current Conditions

COMMUNITY & ORGANIZATIONAL OVERVIEW

An assessment of the Moberly Fire Department's existing composition and service delivery was conducted by ESCI. ESCI based this evaluation on data provided by the agency and collected during our fieldwork. Where applicable, the information is compared to a combination of applicable state laws and regulations, National Fire Protection Association (NFPA) standards, Commission on Fire Accreditation International (CFAI) self-assessment criteria, the Center for Public Safety Excellence (CPSE), health and safety requirements, federal and state mandates relative to emergency services, and generally accepted best practices within the emergency services community, as well as the experience of ESCI's consultants.

The following section provides a general overview of the City of Moberly and the Moberly Fire Department (MFD).

The City of Moberly¹

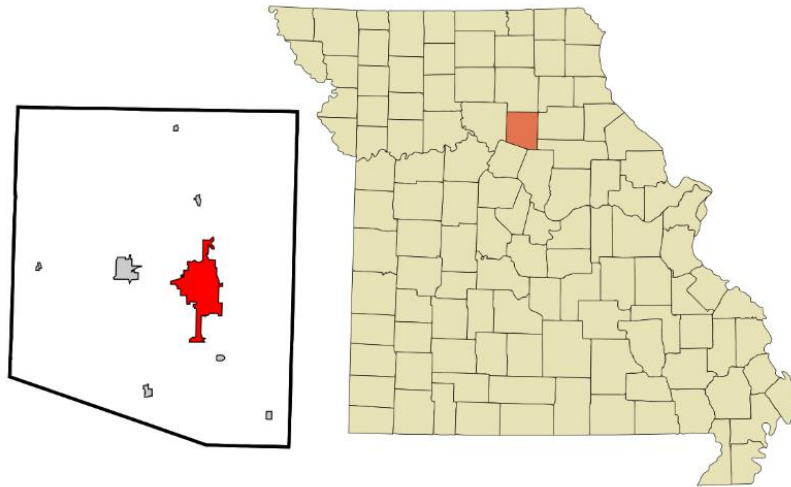
The City of Moberly was founded from a railroad auction on September 27, 1866, and named after Colonel William E. Moberly, the first president of the Chariton and Randolph County railroads. Moberly, the "Magic City", grew from the city platted by the North Missouri Railroad (R.R.) (Wabash) in 1866 to a transportation center with a 6,070 population by 1880. The North Missouri R.R. acquired the site when it took over the Chariton and Randolph R.R. after the Civil War. In 1860, the Chariton and Randolph R.R. had planned a road west to Brunswick from this point on the North Missouri R.R. then reaching toward Iowa.

The Chariton and Randolph R. R. named its proposed junction for William Moberly, head of the railroad, and offered free land to residents of once nearby Allen to settle there. Moberly has been a division point since 1867 when the North Missouri R.R. reached Brunswick. Huge railroad repair shops, one of the earliest railroad plants west of the Mississippi, were opened in 1872. Transportation facilities brought industrial growth and the development of the soil, fire clay, and coal resources of the area.

Moberly lies in a glacial plains area in a county organized in 1829, and named for John Randolph of Roanoke, Va. Moberly is the largest city in Randolph County and has a legacy of railroading lasting to this day. The World War II-era US Navy frigate USS Moberly (PF-63) was named for the city. The ship participated mostly in convoy escort, earning a battle star for her assistance in sinking a German submarine, U-853.

The city is located in the southeast area of Randolph County and is east of the county seat Huntsville. The bordering areas of the city are unincorporated spaces within Randolph County. The city encompasses roughly 12.22 square miles.

¹ The City of Moberly, Mo retrieved from https://en.wikipedia.org/wiki/Moberly,_Missouri on 3/13/2022

Figure 2: The City of Moberly and Randolph County

The City of Moberly Demographics

The City of Moberly demographics is derived from information gathered by the U.S. Census Bureau and Environmental Systems Research Institute (Esri). Demographics is the statistical study of human populations and characteristics. Demographic data can include information on population size, density, growth, and organizational groupings such as race, gender, or age. Institutions like the U.S. Census Bureau conduct surveys to gather information about the nation's citizens on a regular basis. The population of the United States tends to be ethnically diverse due to the country's history of immigration which made it a cultural melting pot.

In the 2020 U.S. Census, the permanent population of the City of Moberly was 13,783. According to Environmental Systems Research Institute (ESRI) the current estimated population of the city has decreased to 13,326 residents in 2021.

The City of Moberly is considered an urban area by the U.S. Census Bureau. The U.S. Census Bureau defines urban areas as an area with at least a population density of 1000 people per square mile. While the overall estimated population density in 2010 was 1,143 persons per square mile and has decreased to roughly 1,057 people per square mile in 2020. The importance of this urban designation is useful when applying the specific Nation Fire Protection Agency (NFPA) consensus standards to Moberly Fire Department operations for demand zones.

The following figure breaks down the five demand zones depicted by NFPA for population per square mile.

Figure 3: NFPA Population Breakdown

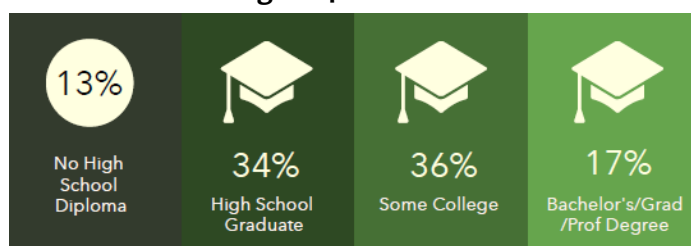
Demand Zone	Demographics/Population
Urban Area	>1000 People/Square Mile
Suburban Area	500-1000 People/Square Mile
Rural Area	<500 People/Square Mile
Remote Area	Travel Distance > 8 Miles from a Fire Station
Special Risks	Determined by the Authority Having Jurisdiction

A jurisdiction can have multiple demand zones outlined at one time and each demand zone can have a respective response criterion established. It is important to note that MFD services an Urban Area demand zone in almost all of the jurisdiction.

The city has 4,793 households and 57 percent of homes are occupied by the owner. The 2021 median home value is \$94,521. The average household includes 2.5 people and has a median income of \$40,564.

Education

The population within the City of Moberly is comprised of a mix of education levels. A third of the population graduated from high school and another third has some college. The final third is split between those who graduated college on one end of the spectrum and those who do not have a high school diploma.

Figure 4: Education

Business

The city has 705 business and employees 8,543 people.

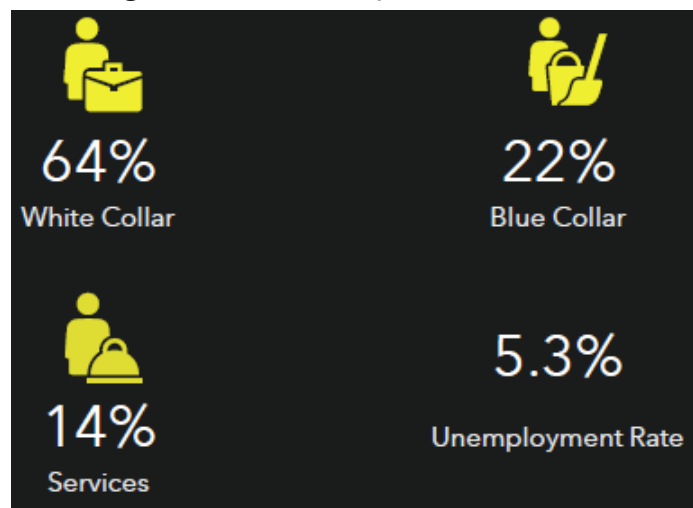
Figure 5: Businesses and Employees



Workforce

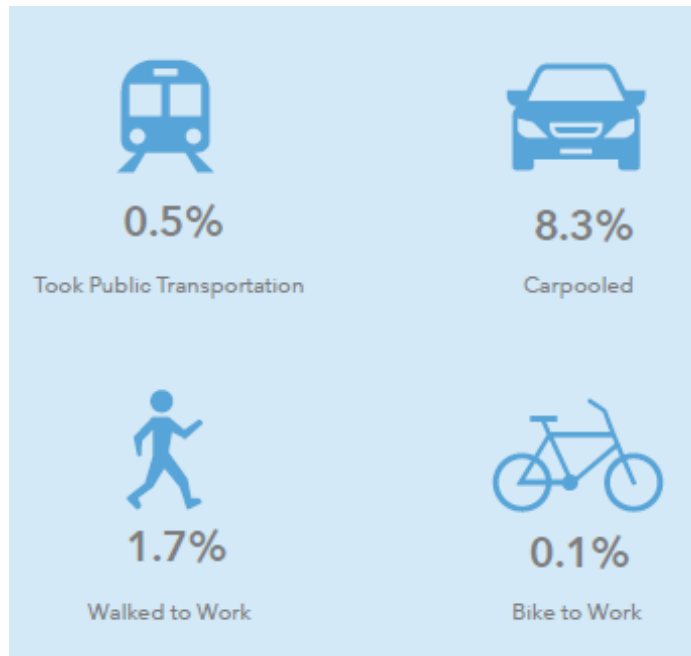
The resident education of Moberly has translated to a predominately white-collar workforce. About 64 percent of the workforce is employed in white-collar positions, while 22 percent work in blue-collar positions, and 14 percent are employed in the Service Industry. This leaves roughly a 5.3 percent unemployment rate.

Figure 6: Workforce by Job Classification



Transportation

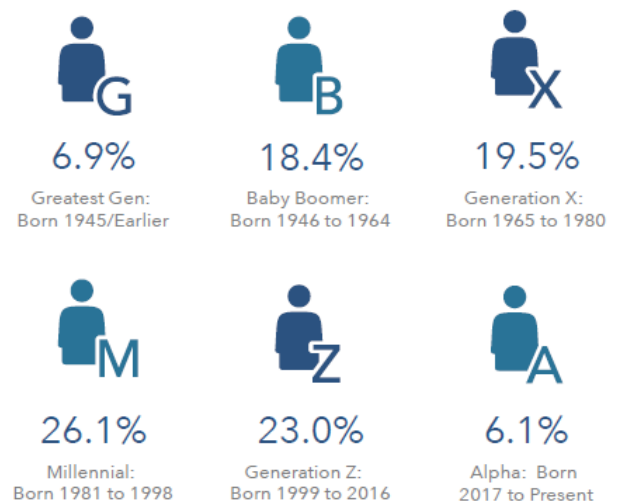
Driving to work alone in a private vehicle is the most common commuting option and is used by 84.8 percent of the workforce. Only half of a percent rely on public transportation. Carpooling is a popular option and 8.4 percent use this option. Regardless of transportation methods, a majority of self-reported commute times are less than 9 minutes.

Figure 7: Transportation to Work²

Age

The population in Moberly is young. The median age in the city is 37.3 years old. Only 17 percent of the Moberly population is over the age of 65, and the majority—62 percent of the residents—are between the ages of 18 and 64.

More than a quarter—26.1 percent—of the City’s residents are “Millennials.” Born between 1981 and 1998, today, Millennials are between the ages of 23–40 years old and raising families. The Center for Disease Control states this group has the highest risk of death caused by unintentional injury; however, Millennials are difficult to target for prevention programs because of occupational obligations and a decline in community participation.

Figure 8. Population by Generation

² This infographic contains data provided by the American Community Survey (ACS). The vintage of the data is 2015–2019.

The at-risk populations in the city include; 17 percent who are over the age of 65, 22 percent who are under the age of 18, and 13.2 percent who qualify as disabled. Additionally, 2.2 percent of households speak a language other than English in the home. At risk population provide valuable insight for planning purposes for public safety considerations. This insight is discussed in detail in the *Community Risk Assessment* section of the report.

As the demographics are evaluated during the planning process the most important consideration is the density of the population at large. As City leadership and the Moberly Fire Department plan for services the population density will provide insight as to where these services will be needed most. The population density and population projections for service demand will be discussed in the *Community Risk Analysis* and *Future System Demand* sections of the report.

The City of Moberly Government

The City of Moberly has a council-manager government. The council consists of five members elected for three-year terms and one city counselor who drafts ordinances and acts as legal counsel. Each year, the council elects one of its members as mayor and one as mayor pro tempore to serve for one year. To manage the city and oversee day-to-day operations, the council selects a city manager. In 2021 Mayor Jerry Jeffrey was elected to a 3-year term. Also, in 2021 Mayor Pro-Tem Tim Brubaker was elected for a 3-year term. Also in 2020, John Kimmons was elected for a 3-year term. In 2019 Cole Davis and Austin Kyser were elected for 3-year terms.

Their three-year terms are staggered, with two Councilmen elected in successive years, and a single Councilman elected in the third year. After the elections each April, the City Council elects one of its members as Mayor and another as Mayor Pro-Tem for a one-year term.

The primary duties of the Council and mayor include; the adoption or revision of ordinances, establishing advisory boards, commissions, task forces, and committees; and appointing the City Manager. Randall Thompson is the City Manager. The City Manager drafts all of the ordinances and resolutions that are necessary for the City Council Meetings. The City Counselor also addresses legal issues when they arise. The City Manager is tasked with the execution of the Council's and Mayor's policies and oversees the day-to-day operation of the City's employees and an annual budget of about \$27 million.

The History of the Moberly Fire Department

The Moberly Fire Department has been around for over 123 years. The first fire warden, J.W. Dorser, was appointed in 1872 with the duties of examining flues and fire hazards. In November 1872, the purchase of hook ladders, buckets, and other needed equipment was completed. The first fire station was purchased on July 16, 1873. A lot was purchased to be used as city hall and the Number 1 Fire Station is still at this location. Then the council organized a fire department. It further purchased uniforms for 24 men and a team and wagon to haul the engine. The first fire limits were established by an Ordinance on October 23, 1874 when the Council approved a law that no frame or wooden buildings will be erected on either side of Coates and Reed Street.

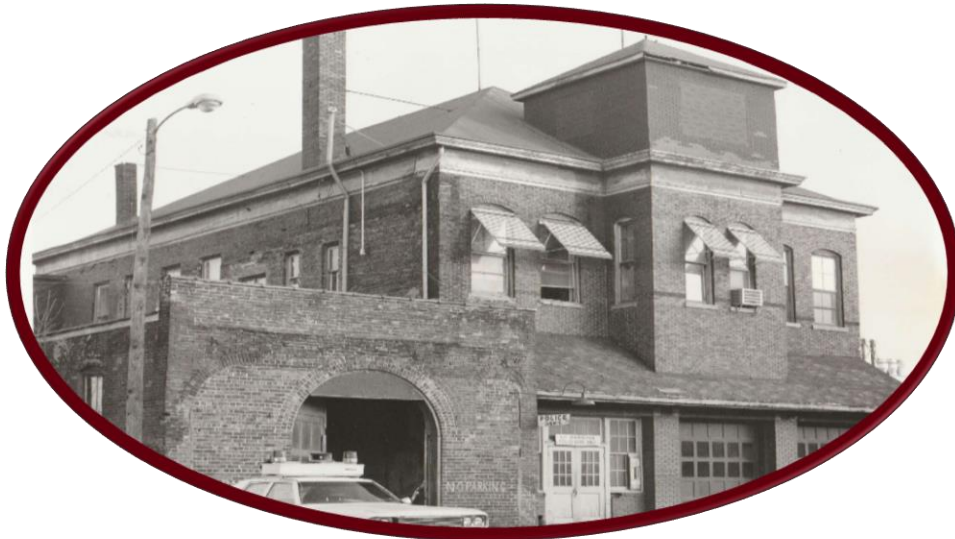
The first all night shifts of firemen were started on July 3, 1899, when an ordinance was passed fixing the force at a chief and eight men. Two of the Firemen were required to sleep at the fire station. In May 1900, that number was increased to seven men. A full-time fire department was formed on January 12, 1911. Eleven years later on March 1, 1922 two platoons of firefighters was established by an ordinance.

Moberly's first firefighting equipment was horse drawn. Moberly's fire department horses, Buck and Mack, made their last run to a grocery store on Halleck. The horses, Buck and Mack, were later traded in on the first pumper for \$600. The City's first motorized firefighting equipment was purchased on October, 1915, when the council bought a Velie hose wagon, equipped with solid tires and chain drive.

By 1965, the fire equipment consisted of:

- One 1947 central fire truck
- One 1960 GMC fire truck
- One 1962 Ford station wagon
- One Jeep
- Trailer with a 500-gallon pumper

Figure 9: MFD Pre-1970 Fire Station 1, Headquarters



Now under the leadership of Fire Chief Donald Ryan, the Department has a service area of roughly 14.7 square miles and a staff of 25 employees. The department has adopted the following mission statement and works tirelessly to achieve it.

The City of Moberly Fire Department strives to provide the highest level of public safety and customer service through collaboration, communications, professional response to all hazardous emergencies with honor and compassion to those in need, as well as providing prevention education to the public.

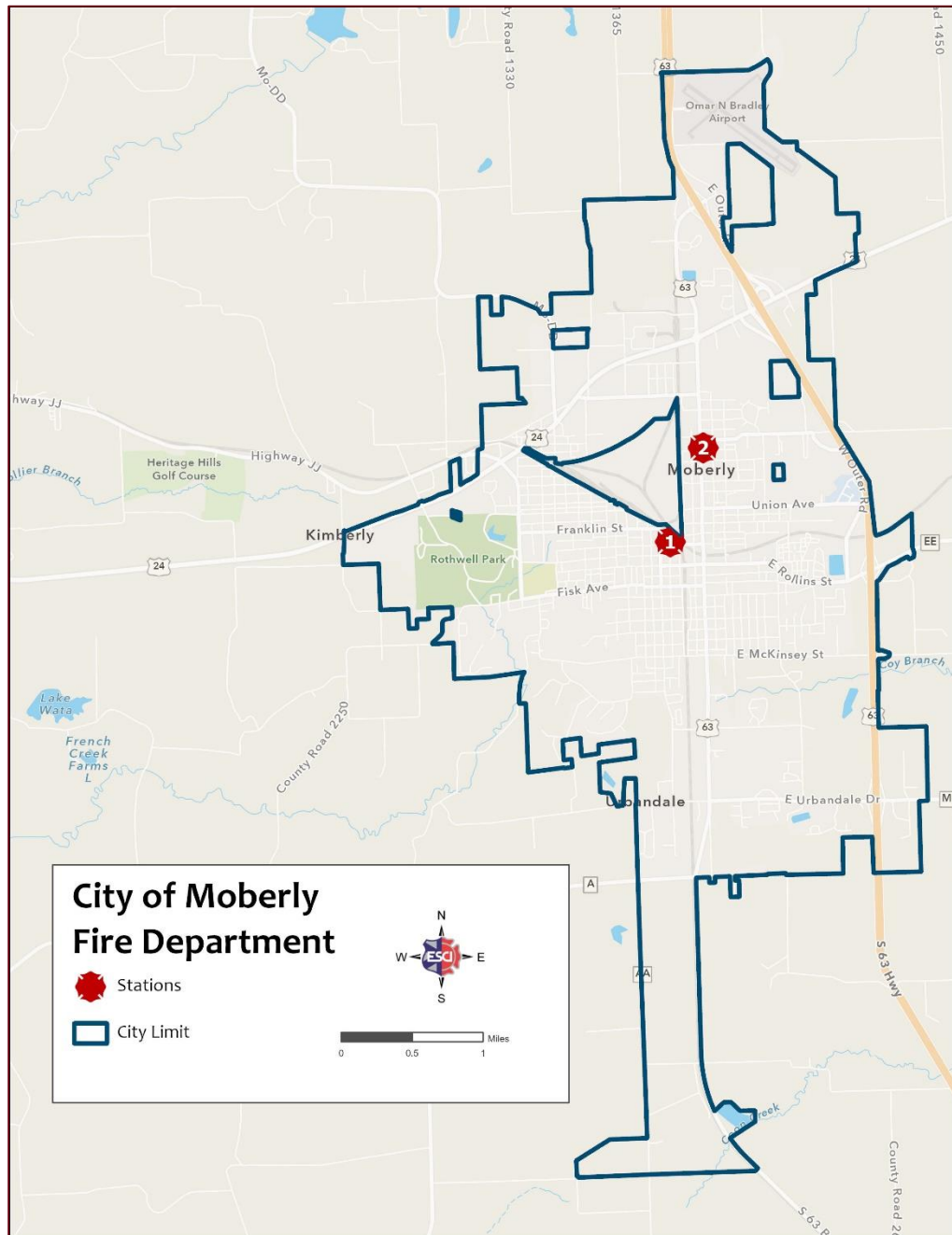
Services Provided

The Moberly Fire Department provides Fire Prevention and Public Education, as well as quick and effective response for Fire Suppression, Emergency Medical Response, and Disaster Management.



The City of Moberly Fire Department service area is depicted in the following figure.

Figure 10: The City of Moberly Fire Department Service Area



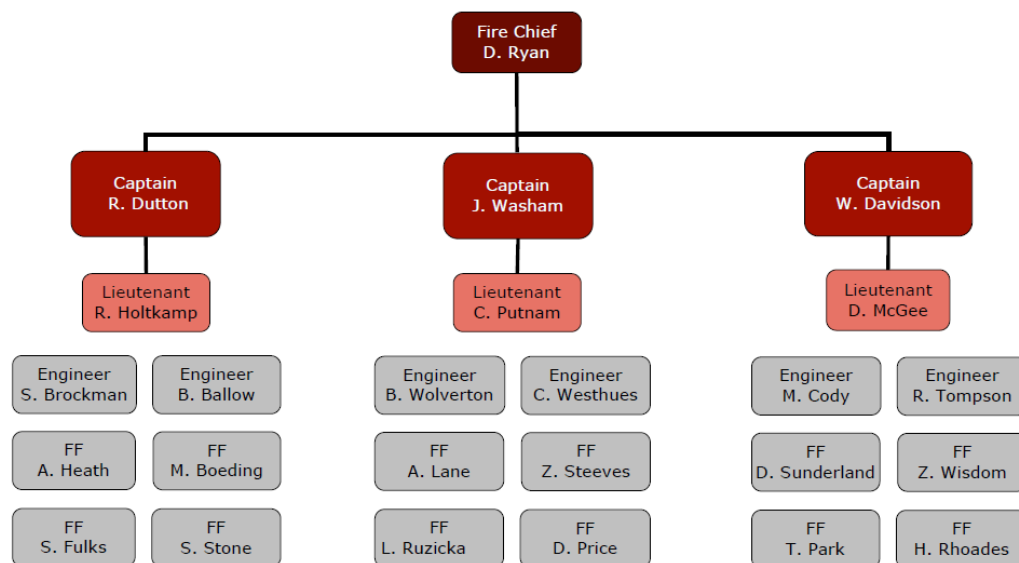
Organizational Structure

The structural design of an organization is important to successful service delivery. The Moberly Fire Department mimics a paramilitary organization. This structure is similar to those found in many fire and EMS agencies across the country. The uniformed professionals filling the various operational positions within the MFD have the skills and equipment to respond to structure, and vehicle fires; medical emergencies involving cardiac arrest, respiratory distress, and trauma; vehicle accidents requiring extrication; hazardous materials incidents; some technical rescue; natural disasters; and many other fire or emergency medical calls for service.

When not responding to 9-1-1 calls, MFD firefighters train for the worst-case scenarios; they perform other duties such as hydrant and hose testing, and conduct pre-incident planning, conduct public education activities, and give back to the community by supporting charitable projects.

The MFD organization chart is reflected in the following figure.

Figure 11: Moberly Fire Department Organizational Chart



The chain of command is important as it provides a clear source of direction, lines of communications, and accountability. The organization design does not have any conflicting pathways and each operating unit has only one supervisor which provides a unity of command for the organization.

Span of control is an important element in the effective and efficient mitigation of emergency incidents and management of administrative responsibilities. While the effective span of control will vary based on administrative demands and operational complexity, it is widely accepted that a single person's span of control should not be greater than seven subordinates. The maximum administrative span of control in the current organizational structure is 1:3 under the Fire Chief.

The ability of a leader to manage subordinates is reduced during emergency operations. Each engine is staffed with three personnel; an officer, a driver, and a firefighter, resulting in a 1:2 span of control.

Public Protection Classification: Insurance Services Office–Rating Bureau

As of 2018, MFD has a Public Protection Classification (PPC) rating of Class 4/4X from the Insurance Services Office (ISO). This rating is what many insurance companies' base premiums on for privately insured properties. The higher the PPC class, the greater the likelihood that individual property insurance premiums will increase, especially for commercial properties. PPC also provides fire departments with a valuable benchmark and is used by many departments as a valuable tool when planning, budgeting, and justifying protection improvements. The ISO rates four major areas: Emergency Communications—10 percent (emergency reporting, telecommunications, dispatch circuits); Fire Department—50 percent (engine companies, reserve pumpers, pumper capacity, ladder service, reserve ladder and service trucks, deployment analysis, company personnel, training, and operational considerations); Water Supply—40 percent (supply system, hydrants, inspection, and flow testing); and provides extra credit for Community Risk Reduction.

CURRENT FACILITIES & APPARATUS

Regardless of an emergency service agency's financing, if appropriate capital equipment is not available for use by responders, it is impossible for a fire department to deliver services effectively. Two primary capital assets essential to the provision of emergency response are facilities and apparatus (response vehicles). In this section of the report, ESCI provides a review and analysis of Moberly Fire Department's capital assets and infrastructure. Because of the expense of these assets, planning must be developed to address replacement, refurbishment (when appropriate), and maintenance. The funding of these elements is difficult to absorb for most agencies in a single year; thus, a multi-year funding strategy or funding source must be identified. The replacement must be planned far enough ahead of the actual expense to allow an agency time to acquire the funds necessary to implement the plan and accommodate for the lead time between the order and the receipt of the final product.

Fire Stations & Other Facilities

Fire stations and their locations play an integral role in the delivery of emergency services for several reasons. A station's location will dictate, to a large degree, response times to emergencies. A poorly located station can mean the difference between confining a fire to a single room and losing the structure. Fire stations also need to be designed to adequately house equipment and apparatus, as well as meet the needs of the organization and its personnel. It is important to identify needs based on service-demand, response times, types of emergencies, and projected population growth prior to making a station placement commitment.

Consideration should be given to a fire station's ability to support the department's mission as it exists currently and into the future. The activities that take place within a fire station should be closely examined to ensure the structure is adequate in both size and function. Below are some typical functions provided in the fire station:

- Isolation of potential hazardous substances from living areas
- The housing and cleaning of apparatus and equipment, including decontamination and disposal of biohazards.
- Residential living space and separate non-communal sleeping quarters for on-duty personnel (all genders).
- Kitchen facilities, appliances, and storage.
- Bathrooms and showers (all genders).
- Administrative and management offices; computer stations and office facilities for personnel.
- Training, classroom, and library areas.
- Firefighter fitness area.
- Public meeting space for community functions and public education events.

- Areas designed to provide an Emergency Operations Center if no other area is designated

Appropriately designed, maintained, and properly located facilities are critical to a fire department's ability to provide services in a timely manner. ESCI evaluated the two fire stations and operated by the MFD. In gathering information from the Moberly Fire Department, ESCI asked the department to rate the condition of each of its fire stations using the criteria in the following figure.

Figure 12: Criteria Utilized to Determine Fire Station Condition

Excellent	Like new condition. No visible structural defects. The facility is clean and well maintained. Interior layout is conducive to function with no unnecessary impediments to the apparatus bays or offices. No significant defect history. Building design and construction match the building's purposes. Age is typically less than 10 years.
Good	The exterior has a good appearance with minor or no defects. Clean lines, good work flow design, and only minor wear of the building interior. Roof and apparatus apron are in good working order, absent any significant full-thickness cracks or crumbling of apron surface or visible roof patches or leaks. Building design and construction match the building's purposes. Age is typically less than 20 years.
Fair	The building appears to be structurally sound with a weathered appearance and minor to moderate non-structural defects. The interior condition shows normal wear and tear, but flows effectively to the apparatus bay or offices. Mechanical systems are in working order. Building design and construction may not match the building's purposes well. Showing increasing age-related maintenance, but with no critical defects. Age is typically 30 years or more.
Poor	The building appears to be cosmetically weathered and worn with potentially structural defects, although not imminently dangerous or unsafe. Large, multiple full-thickness cracks and crumbling of concrete on apron may exist. The roof has evidence of leaking and/or multiple repairs. The interior is poorly maintained or showing signs of advanced deterioration with moderate to significant non-structural defects. Problematic age-related maintenance and/or major defects are evident. May not be well suited to its intended purpose. Age is typically greater than 40 years.

ESCI toured each of the Moberly fire stations. These visits combined with the information provided, produced the observations listed in the following figures.

Figure 13: MFD Fire Station 1**Address/Physical Location:**

310 N. Clark St., Moberly, MO 65270



General Description: Fire Station 1 provides coverage for the northern wards. This is a concrete masonry and brick veneer one-story building that houses the department's administrative offices and Emergency Management. Fire Station 1 houses a staffed Engine Company and a Captain supervisor for the shift. Storage challenges necessitate storage in the apparatus bays that expose the equipment, bunker gear, and workout equipment to weather and emissions.

Structure

Construction Type	Brick and Mortar
Date of Construction	1973
Seismic Protection	No
Auxiliary Power	Backup Emergency Generator

General Condition**Fair**

Number of Apparatus Bays	3	Drive-through bays	3	Back-in bays
Special Considerations	No			
Square Footage	7,400			

Facilities Available

Separate Rooms/Dormitory/Other	5	Bedrooms	5	Beds		Dorm Beds
Maximum Station Staffing Capability	5					
Exercise/Workout Facilities	No					
Kitchen Facilities	Yes					
Individual Lockers/Storage Assigned	Yes					
Shower Facilities	Yes					
Training/Meeting Rooms	Yes					
Washer/Dryer	Yes					

Safety & Security

Sprinklers	No
Smoke Detection	No
Decon/Biohazard Disposal	Not officially
Security	Key Card System on all outside doors
Apparatus Exhaust System	Yes

Figure 14: MFD Fire Station 2**Address/Physical Location:** 1000 N. Morley St., Moberly, MO 65270

General Description: Fire Station 2 provides coverage for the southern wards. This is a steel girder and metal clad one-story building. Fire Station 2 houses a staffed Engine Company. Storage challenges necessitate storage in the apparatus bays that expose the equipment, bunker gear, and workout equipment to weather and emissions.

Structure

Construction Type	Metal Girder/Metal Clad Exterior
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Date of Construction	1974
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Seismic Protection	No
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Auxiliary Power	No
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General Condition	Poor
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Number of Apparatus Bays	1	Drive-through bays	1	Back-in bays
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Special Considerations	No
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Square Footage	3,675
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Facilities Available

Separate Rooms/Dormitory/Other	3	Bedrooms	3	Beds		Dorm Beds
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Maximum Station Staffing Capability	3
-------------------------------------	---

Exercise/Workout Facilities	No
-----------------------------	----

Kitchen Facilities	Yes
--------------------	-----

Individual Lockers/Storage Assigned	Yes
-------------------------------------	-----

Shower Facilities	Yes
-------------------	-----

Training/Meeting Rooms	No
------------------------	----

Washer/Dryer	Yes
--------------	-----

Safety & Security

Sprinklers	No
------------	----

Smoke Detection	No
-----------------	----

Decon/Biohazard Disposal	No
--------------------------	----

Security	Key Card system on all outside entry doors
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Apparatus Exhaust System	No
--------------------------	----

Fire Station Facilities

The site visit/assessment included building reviews with a focus on construction, building condition, building amenities, and visible problems or concerns. Both fire stations visited are aging and in fair or poor condition. Both are in need of repair and/or renovation if not total rebuilding. Both of the stations observed are nearing or have already reached their maximum capacity in terms of room for future expansion if workload and service demand increases. Fire Station 1 is 46 years old and Fire Station 2 is 48 years old. As a result, MFD has significant facility sustainment and refurbishment costs that will need to be addressed immediately.

The following figure lists some of the findings and basic features of each MFD Fire Stations.

Figure 15: Summary of the MFD Fire Stations

MFD Station	Age	Rated Condition	Number of Apparatus	No. of Apparatus Bays	Minimum Staffing
Fire Station 1	46 Years	Fair	6	3	3
Fire Station 2	48 Years	Poor	3	2	3

Common Facility Issues

All of the stations currently utilized for crews were designed for single company crews. As such they were updated to accommodate around the clock coverage, though never designed to house the number of full-time firefighters to meet the current recommended standards. This is evident in the current configurations of the fire stations, which have very little room for crews and apparatus. Fire Station 2 is currently under renovation by the firefighters to try and make better use of the available space. Many of the buildings are not in compliance with recommendations from the National Fire Protection Association's (NFPA) standard for life safety initiatives. Some examples are a lack of smoke detection and sprinkler systems, emergency exits and lighting. Another concern is the ability to properly decontaminate employees and their equipment in accordance with NFPA 1581, *Standard on Fire Department Infection Control Program*. Current configurations do not provide adequately for the decontamination of equipment and clothing separately from other living spaces.

Both of MFD stations were identified as not being compliant with the American Disabilities Act (ADA). These non-compliance issues range from stations not being entirely accessible or areas only being partially accessible such as restrooms and public areas.

Many of the stations are cramped and have reached capacity for the number of staff assigned. The sleeping areas are cramped and did not accommodate separate sleeping areas for separation. This has become increasingly important based on the current pandemic and identified best practices for safety. At Fire Station 2 construction and remodeling is underway to create separate spaces. The kitchens are residential design and do not meet functionality of crew usage leaving no room for expansion. The number of computers per station and areas to train or study are limited and, in some cases, not adequate. In Fire Station 1 and 2 the carpet is roughly 10 or more years old. Fire station surfaces should lend to easy cleaning and decontamination. The fire stations have exercise equipment located in crowded apparatus bays. This placement of exercise rooms exposes firefighters to exhaust fumes and carcinogens.

Over the past few years, the fire service has had an increased awareness and resulting concern with the issue of firefighter cancer, and cancer-prevention practices. Specific to reducing exposure, there are (at least) three primary industry “best practices” to be considered revolving around fire stations. One such practice is to limit firefighter exposure to products of combustion, as well as minimizing/eliminating exposure to diesel fumes/soot (from fire apparatus). Another preventative measure is to limit/reduce firefighter exposure to toxic products of combustion which occur after the fire (aka, off-gassing). PPE, especially turnout pants, must be prohibited in areas outside the apparatus floor (i.e., kitchen, sleeping areas, etc.) and should never be in the living quarters. A third best practice is gear separation and extractors to clean gear are industry standard practices as well as provide. This is not fully available in the Moberly Fire Stations. To this end, it is recommended that MFD continue to enact cancer prevention measures, and consider incorporating cancer prevention strategies in future fire station renovation projects. Additionally, personal protective equipment must also be stored in an environment protecting the gear from exposure to ultraviolet (UV) lighting. UV lighting can break down the fabric of firefighting protective ensembles.

ESCI noted that the configuration of the two stations requires apparatus back into the apparatus bays. These bays are at older facilities, which were constructed during a time period when this was considered to be an acceptable practice. A significant number of accidents involve emergency response vehicles when backing. It is considered to be an “industry best practice” to construct fire stations with drive-through bays to avoid the opportunities for firefighters to back in to a station and reduce the opportunities for backing accidents to occur. Furthermore, Fire Station 2 requires personnel to act as flaggers to stand in the middle of the traffic lanes to stop traffic, potentially exposing them to being struck by a vehicle.

While not a consensus standard, many in the industry consider that fire stations should be built to last about 50 years. However, the age of a fire station should not be the only consideration for replacement, upgrade, or remodeling. Many components and functions of the facility must be evaluated and considered—especially firefighter health and safety.

It must be noted that it is beyond the scope of this study to conduct a comprehensive structural assessment of MFD's fire stations. ESCI's evaluation should not be considered an inspection but rather a general overview and initial impression. The City of Moberly Public Works department currently provides for routine maintenance of MFD fire stations. Currently, there is no funding for a long-range master plan for facility replacement. In long range master planning, it is important to consider future service demand growth and how the agency's fixed facilities are configured for future expansion, when needed. Facility recommendations are included in the *Recommendations and Strategies* section of this report.

Administration Facilities

Administrative functions for the MFD are collocated within Fire Station 1. This arrangement has reached its limit regarding space and expansion is not possible. Office space is very limited and infrastructure is very outdated. Conference rooms are limited. A lack of adequate office space makes department planning very difficult as growth is limited for actual space to function.

Emergency Management Facilities

Emergency management needs for the City of Moberly are also housed inside Fire Station 1. The majority of their space and function are confined to an office and a small training/conference room. These facilities are inadequate, at best, to handle any incident of moderate or major scope or size. In most natural or man-made disasters emergency management functions can last for days, weeks, or months. The current practice of using Fire Station 1 does not provide ample space for these functions as the station is already at capacity and has no room for additional staff needed to manage emergency management functions during incidents, special events, and critical incidents.

Training Facilities

ESCI learned that MFD does not have a hands-on training facility located in their jurisdiction. Classroom instruction is an essential component of preparing emergency responders with knowledge and skills. MFD uses a small training classroom for new recruits and department didactic learning sessions. A training facility or drill ground is a second indispensable element. Training facilities provide a controlled and safe environment to use to simulate emergencies, by developing and testing the skills of emergency workers. MFD must use public sites in the jurisdiction to accomplish hands-on skills. As a result, most training has to be completed using available buildings and parking lots. There is no option for regular live fire training. Live fire training is important to ensure firefighters understand fire behavior and are ready to encounter it when responding to calls for service. Consideration is recommended for the long-term development of a training site, when funding and space becomes available.

NFPA 1402: *Guide to Building Fire Service Training Centers*, is a standard that addresses the design and construction of facilities for fire training. The document covers the features that should be considered when planning a fire training facility. Absent the availability of suitable training facilities, some fire departments may forego essential training.

Proficient emergency responders have confidence in their own abilities to handle the emergencies they encounter. Best practices suggest that emergency workers have regular access to training grounds for repetitive drills and to develop new skills. An effective and continuous training program results in safer, more efficient, and effective emergency operations.

Fire Station Apparatus/Vehicles

The size, age, and deployment of a fire department's fleet of vehicles (emergency response and support) has a significant impact upon the service capabilities of an organization. It is critical that a fire department establish an appropriate inventory level of its emergency and non-emergency vehicles that allows it to effectively serve its community and constituents well. Fire suppression apparatus, aerial apparatus, special operations and support units, and some command vehicles are unique and expensive pieces of equipment customized to operate for a specific community and defined mission. Other than its firefighters, officers, and support staff, emergency apparatus and vehicles are the next most important resource in a fire department that have a direct impact on service delivery.

Apparatus must be in good condition, regularly maintained, and configured in a way that ensures reliable, safe, and effective deployment and operations at emergency incidents. As a result, most fire apparatus are very expensive to purchase and maintain and offer little flexibility in use and reassignment to other missions. Additionally, older vehicles tend to increase maintenance costs and can potentially have a negative impact upon response reliability as units experience increased breakdowns and longer out-of-service times.

The next figure lists MFD's current command vehicle inventory.

Figure 16: MFD Command Vehicles

Apparatus	Type	Manufacturer	Year	Assigned to:
300	Command Pickup	Chevrolet	2000	Frontline
313	Command Pickup	Ford	2018	Frontline
Fire Chief	Chief Car	Chevrolet	2017	Frontline

The following figure lists the fleet inventory of MFD's engines, aerials, and specialty units.

Figure 17: MFD Fleet

Apparatus	Type	Manufacturer	Year	Features
301	Aerial	Sutphen	2006	Frontline
302	Engine/Pumper	Pierce	2014	Frontline
303	Brush Truck - Pickup	Dodge	2010	Frontline
304	Engine/Pumper	Pierce	2002	Reserve
305	Engine/Pumper	Pierce	2007	Frontline
306	Utility Pickup	Chevrolet	2006	Frontline
310	Utility Pickup	Dodge	2013	Frontline

Various factors can have either a positive or negative impact on the life expectancy of an emergency response apparatus. Fire trucks and aerial ladder trucks located in “busy” portions of a jurisdiction can realize an even shorter life-cycle as the units are exposed to more harsh operations. These units often experience increased breakdowns due to wear and tear, which reduces apparatus availability and increased maintenance costs.

As with any mechanical device, a fire apparatus possesses a finite life. Often, when a frontline apparatus reaches a certain threshold regarding age or wear and tear, or begins to require increasing maintenance costs, it is moved to reserve status or decommissioned. The decision to move an apparatus to reserve status or decommission is a local decision. Typically, apparatus replacement is based on multiple factors such as age, mileage, engine hours, increased need for maintenance, or financial considerations. Annex D of NFPA 1901: *Standard for Automotive Apparatus* (2016) suggests the following:

The safety improvements addressed in the most recent edition of NFPA 1901 are so significant that the standard suggests that apparatus more than 15 years old should be refurbished to meet current standards or removed from service; however, the standard acknowledges that apparatus can continue to be serviceable far beyond the 15-year threshold, depending on maintenance, wear and tear, service demands, and driver training programs. Finally, 1901 recommends that apparatus over 25 years in age should be replaced.

Apparatus replacement within the MFD is primarily based on the age of apparatus, with apparatus being moved to reserve status on a case-by-case basis. MFD does not have an established replacement plan for apparatus.

OPERATIONAL STAFFING

An organization's greatest asset is its people. Special attention must be paid to managing human resources in a manner that achieves maximum productivity while ensuring a high level of job satisfaction for the individual. Consistent management practices combined with a safe working environment, equitable treatment, the opportunity for input, and recognition of the workforce's commitment and sacrifice are key components impacting job satisfaction.

The size and structure of an organization's staffing are dependent upon the specific needs of the organization. These needs must directly correlate to the needs of the community, and a structure that works for one entity may not necessarily work for another agency. This section provides an overview of MFD's staffing configurations.

MFD staffing can be divided into two distinctly different groups. The first group is what the citizens typically recognize and is commonly known as the operations unit, which can be generally classified as the emergency response personnel. The second group typically works behind the scenes to provide the support needed by the operation's personnel to deliver an effective emergency response and is commonly known as the administrative section. MFD is unique in that there are no distinct administrative staff designations, The Fire Chief is responsible for all administrative functions and is still required to perform operationally if the need arises during a typical day.

In this section, ESCI explores each of the MFD's current staffing levels and evaluates them against the mission, identifying potential gaps and efficiencies that might be gained with their current operations.

Administrative and Support Staffing

One of the primary responsibilities of the response team's administration is to ensure that the operations segment of the organization has the ability and means to respond to and mitigate emergencies in a safe, efficient, and timely manner. An effective administration and support services system is critical to the success of MFD. MFD is at a disadvantage with only the Fire Chief designated to handle all administrative, support, and Emergency Management functions for the MFD.

Like any other part of a fire protection jurisdiction, administration and support functions need appropriate resources to function properly. By analyzing the administrative and support positions within an organization, an agency can achieve a common understanding of the relative resources committed to this function compared to industry best practices and similar organizations. The appropriate balance of administration and support compared to operational resources and service levels is critical to the success of the district in accomplishing its mission and responsibilities.

Typical responsibilities of administration and support staff include planning, organizing, directing, coordinating, and evaluating the various programs within a jurisdiction. This list of functions is not exhaustive, and other functions may be added. It is also important to understand these functions do not occur linearly and, more often, coincide. For MFD, this requires the Fire Chief to focus on many different areas at the same time.

The following figure reviews the administration and organizational support structure of MFD.

Figure 18: MFD Administrative and Support Staff

Position Title	Number of Positions	Hours Worked/Week	Work Schedule
Career Admin/Support Staff (full-time & part-time)	<i>Individuals considered full-time or part-time staff primarily assigned to manage, plan, or support the activities of the agency and its programs.</i>		
Fire Chief	1	40	M–F
Total Administrative and Support Staff FTE's	1	-	-
Total Department FTE's	25	-	-

ESCI notes that the current level of administrative and support staffing represents roughly 4 percent of the overall department staffing. Currently staff assigned to operational shift functions are also given administrative tasks.

It is our experience that effective administrative staffing totals for a fire department operation typically range up to 12 to 15 percent of agency totals. MFD operates well below the expected and experienced normal threshold for effective administrative and support staff percentages. Based on the fact only one staff member is available to perform these functions, the ability to achieve national consensus standard processes and practices in most likely limited and difficult.

MFD Administration

The main administrative function within MFD is established with the position of Fire Chief. Some of the typical responsibilities of the Fire Chief include planning, organizing, directing, and budgeting for all aspects of the department's operations. MFD has no additional administrative or support staff to assist him.

MFD Support Staffing

MFD has inadequate organizational support staffing. There are no FTE's assigned to the functions of fire prevention, fire inspections, fire investigations, life-safety education, training, EMS administration, quality improvement, fleet maintenance, and logistics. Some if not all of these of these support functions are assigned to operational staff who perform double duty when they are available.

Emergency Response Staffing

Every 23 seconds, a fire department in the United States responds to a fire somewhere in the nation.³ It takes an adequate and properly trained staff of emergency responders to put the appropriate emergency apparatus and equipment to its best use in mitigating incidents. Overall, local fire departments across the nation responded to an estimated 1,388,500 fires in 2020, resulting in 3,500 civilian deaths, 15,200 civilian injuries and \$21.9 billion in direct property damage.⁴

Insufficient staffing at an emergency scene decreases the effectiveness of the response and increases the risk of injury to all individuals involved. A fire occurs in a structure at the rate of one every 64 seconds, and a home fire occurs every 89 seconds.⁵ Tasks that must be performed at a fire can also be broken down into three key components: life safety, incident stabilization, and property conservation. Responder's base life safety tasks on the number of building occupants; and their location, status, and ability to take self-preservation action. Life safety-related tasks involve search, rescue, and evacuation of victims. The incident stabilization element involves delivering enough water to extinguish the fire and create an environment within the building that allows entry by firefighters. Property conservation comes from efficient confinement and extinguishment.

The number and types of tasks needing simultaneous action will dictate the minimum number of firefighters required to combat different types and magnitudes of fire. In the absence of adequate personnel to perform concurrent action, the commanding officer must prioritize the tasks and complete some in sequential order, rather than concurrently. These tasks include:

- Command
- Scene safety
- Search and rescue
- Fire attack
- Water supply
- Pump operation
- Ventilation
- Backup/rapid intervention

The first 15 minutes are the most crucial period in the suppression of a fire. The timing of these 15 minutes does not start when the firefighters arrive at the scene but begin when the fire initially starts. How effectively and efficiently firefighters perform during this period has a significant impact on the overall outcome of the event. This general concept is applicable to fire, rescue, and medical situations. Responders must perform critical tasks promptly to control a fire or to treat a patient. MFD is responsible for assuring those responding companies are capable of performing all of the described tasks in a prompt, efficient, and safe manner.

³ 2021 National Fire Protection Agency, *Fire Loss in the United States During 2020*

⁴ *Ibid.*

⁵ *Ibid.*

Considerable ongoing local, regional, and national discussion and debate draws a strong focus and attention to the matter of firefighter staffing. Frequently, this discussion is set in the context of firefighter safety. The jurisdiction may choose to establish response demand zones and use criteria outlined in the National Fire Protection Association (NFPA) standards. NFPA 1710: Standard for Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments specifies the number of firefighters assigned to a particular response apparatus, often characterized as a “minimum of four personnel per engine company.” ESCI notes that the more critical issue is the number of firefighters assembled at the scene of an incident in conjunction with the scope and magnitude of the job tasks expected of them, regardless of the type or number of vehicles upon which they arrive. The community should set staffing levels based on risk, capability, and citizen expectations. This ultimately becomes a policy decision set by the governing body. There is not a mandated requirement that fits all situations, although NFPA 1710 has objectives to meet regarding the number required for some typical scenarios.

Some terms are interchangeable, such as assembly of firefighters on an incident, which may also be referred to as “Initial Full Alarm Assignment,” “Effective Firefighting Force” (EFF), or “Effective Response Force” (ERF). In the figures below, ESCI describes the NFPA 1710 level of staffing comprising this effective response force for three different scenarios.⁶

Figure 19: Initial Full Alarm Assignment for Residential Structure Fire

Initial Full Alarm Assignment—2,000 SF Residential Structure Fire	
Incident Commander	1
Water Supply Operator	1
2 Application Hose Lines	4
1 Support Member per line	2
Victim Search and Rescue Team	2
Ground Ladder Deployment	2
Aerial Device Operator	1
Incident Rapid Intervention Crew (4 FF)	4
Total	17

Figure 19 shows the staffing needed to safely and effectively mitigate a single-family, 2,000-square-foot two-story residential structure without a basement and no exposures. The following figure describes an initial full alarm assignment for an open-air strip-type shopping center. Note that as the risk and difficulty become greater, the staffing levels needed for effective mitigation increase.

⁶ NFPA 1710: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments (National Fire Protection Association 2020 ed.) Article 5.2.4 Deployment.

Figure 20: Initial Full Alarm Assignment for Strip Shopping Center

Initial Full Alarm Assignment Open Air Strip Shopping Center (13,000 SF to 196,000 SF)	
Incident Commander	2
Water Supply Operators	2
3 Application Hose Lines	6
1 Support Member per line	3
Victim Search and Rescue team	4
Ground Ladder Deployment	4
Aerial Device Operator	1
Rapid Intervention Crew (4 FF)	4
EMS Care	2
Total	28

The following is an initial full alarm assignment for a three-story apartment building with a single 1,200-square-foot apartment fire.

Figure 21: Initial Full Alarm Assignment in a Three-Story Apartment Building

Initial Full Alarm Assignment 1,200 SF Apartment (3-story garden apartment)	
Incident Commander	2
Water Supply Operators	2
3 Application Hose Lines	6
1 Support Member per line	3
Victim Search and Rescue Team	4
Ground Ladder Deployment	4
Aerial Device Operator	1
Rapid Intervention Crew (4 FF)	4
EMS Care (1 crew)	2
Total	28

These are generalizations representative of different types of structures and their associated risks. Each authority may handle these types of fires with fewer or more personnel; however, this describes the work functions that must take place, generally concurrently and, for safe and effective fire handling, promptly.

Additional crews are necessary when a fire escalates beyond the capability of the initial assignment, or the fire has unusual characteristics such as a wind-driven fire, or when involving an accelerant with a highly flammable compound. There are also types of scenarios that may not be fires, but mass casualty incidents, explosions, tornadoes, and so forth that may need additional staffing. It is difficult or impossible to staff for these worst-case incidents. These incidents require a strong mutual aid or automatic aid plan for assistance and/or call-back policies.

The following figure depicts the emergency staffing employed by MFD.

Figure 22: MFD Total Emergency Response Staffing

Position Title	Number of Positions	Hours Worked/Week	Work Schedule
Career Operational Staff (full-time & part-time)	<i>Individuals considered full-time or part-time employees, primarily assigned to provide emergency services at the operational level.</i>		
Shift Captain	3	56	24/48
Lieutenants	3	56	24/48
Driver Engineers	6	56	24/48
FF/EMTs	12	56	24/48

A baseline overview of the staffing model, staffing levels, and relief factors provides an opportunity to review and analyze the current staffing patterns, shifts, and options to increase efficiency, effectiveness, and capabilities. The current MFD shift leadership roles of Shift Captain (3 FTEs) and Lieutenants (3 FTEs), to Driver Engineers and FF/EMTs (18 FTEs) ratio for full-time positions within MFD operations is at 33 percent. It is important to note that the Fire Chief currently provides daily leadership support for operations and administrative tasks as well. This oversight falls back to the Shift Captain after the Fire Chief goes home for the day. Operational duties can detract from the Fire Chief's ability to provide administrative support and vice versa.

Emergency Fire Response Staff Allocation

MFD uses a three-platoon (shift) system working 24 hours per shift rotations that yields a 56-hour workweek for shift operations. Each shift is led by one Shift Captain (3 total) that serves as the senior officer on the shift. These individuals are responsible for all aspects of the shift operations and serve as the Fire Chief's representative at significant incidents.

MFD operates with a company officer assigned to each fire engine company daily. MFD has promoted apparatus operators to serve as the individual responsible for all aspects of maintaining and operating fire engines and aerial units. This position fills as needed, depending on the availability of daily staffing. The role of a driver engineer or fire apparatus operator is a very important role in the safe delivery and accomplishment of fire ground activities and should be maintained to ensure accountability of these tasks.

Several career firefighters staff the two fire stations daily. When fully staffed, one Shift Captain, one Lieutenant, two Driver Engineers and four firefighters staff Fire Station 1 and Fire Station 2. Fire Station 1 cross staffs a suppression unit and an aerial. This staffing across the two stations is rarely the case due to vacancies created by scheduled or unscheduled leave, and more likely, MFD can normally expect a mixture of six total staff for the day. This combination of suppression units across the two career stations represents a total shift staffing of 8 FTEs not including the Fire Chief.

MFD guidelines direct the following first alarm assignment for structure fires.

Figure 23: MFD Initial 1st Alarm

Initial Full Alarm Assignment—2,000 ft² Residential Structure Fire	
Fire Chief	(1) If available
Shift Captain	1
2 Engines	7
1 Ladder	Cross Staffed
Mutual/Auto Aid Companies	None
Total Minimum Personnel	8 (9)

The on-duty minimum staffing for a first alarm does not meet the need for a routine house fire. An initial 1st Alarm Assignment is not sufficient for a strip shopping mall or an apartment building unless there is fire protection built into these structures and even then the available staff will be strained. This is a type of fire that is likely within the jurisdiction and represents a higher level of risk than the typical medium-size residential dwelling. Because MFD staffs most response units with a minimum of two or three firefighters, an initial full alarm force for this level of hazard would commit all of on-duty staffing to one fire. If a ladder truck is needed the staff available must split between units to bring it. Furthermore, due to the geographical size of the jurisdiction, it is not reasonable to expect or plan on this as a means of providing coverage for such an event and still provide required services to the jurisdiction as a whole.

Emergency Medical Staffing

Randolph County Ambulance District (RCAD) provides ALS transport services through the use of three ambulances daily. These ambulances are staffed with Paramedics and EMTs. The staff assigned to the ambulance are not firefighters and are a separate agency from MFD. MFD provides first response EMS services through the use of BLS apparatus. MFD does not employ paramedics on their apparatus. As with many agencies the majority of MFD responses are EMS in nature.

Staff Allocation of Various Functions

MFD allocates its career staff to two fire stations each based on the specific geographic requirements and service level needs of the area. The staff for each fire station receives calls for service and respond in the appropriate apparatus. For example, a fire call would require the fire engine, whereas a brush fire call for service would require a brush truck. Fire Station 1 is also equipped with a ladder truck, and brush truck apparatus in addition to an engine (or pumper). If required to respond in either of these apparatuses, staff must move from their current apparatus assignment and relocate to the required or requested apparatus. The MFD Shift Captain is located at Fire Station 1 to provide necessary command and control coverage during incidents and manage the administrative duties for the shift. This allocation of staff for MFD across the stations and units is a typical staffing model across the United States for combination organizations. The optimal staffing for MFD is 8 personnel but minimum staffing available each day could be as low as 6 personnel for MFD. The use of only 6 personnel for the size and occupancy hazard classifications of MFD jurisdiction is inadequate.

Staff Scheduling Methodology

MFD utilize a traditional three platoon system operating on a 24-hour shift rotation per position to achieve the daily staffing of career personnel. The total number of positions required becomes a policy decision based on the needs of the jurisdiction. The jurisdiction also establishes the number of employees needed above the minimum to allow for vacancies due to vacation, sick, and other types of leave. This staff requirement above the minimum yields a total number of full-time employees required to ensure necessary daily minimum staffing is achieved according to policy. Minimum staffing for MFD is two firefighters per engine company at Fire Station 1 and three firefighters per engine company at Fire Station 2. This overall staffing methodology is very common across the United States for firefighters working on a 24 to 48-hour period and proves effective for agencies with moderate workloads. Most agencies are working to increase staffing above two person per suppression apparatus. However, the scheduling methodology is the same. Large agencies with heavy workloads have implemented different staffing models to avoid employee fatigue. Staffing for a 24-hour period reduces the number of crew changes that occur in a given period. It should be noted that optimal minimum staffing for MFD has been determined by staff to be 8 total responders and will sometimes drop to a bare minimum of 6 responders.

Deployment Methods and Staffing Performance for Incidents

Typical fire department responses across the nation include structure fires, vehicle fires, wildland fires, vehicle accidents, hazardous materials responses, technical rescue responses, general calls for service, and emergency medical calls. The latter is the most frequent reason for activating the 911 system.

Emergency Fire Incidents

The current daily operational staffing for MFD is 8 individuals per shift starting at 0700 hours. It is important to note that this staffing level is only realized when all personnel are on-duty. Traditional vacation and sick leave regularly effect on-duty numbers. This number does not include the Fire Chief. Fully staffed, this equates to a force barely capable of meeting the response needs of the community. Fire departments across the United States typically establish a “minimum staffing” level. This number reflects the minimum number of personnel a department will have on duty before beginning to hire overtime.

MFD has established 6 personnel as its bare minimum staffing level. This would require crews to choose the appropriate apparatus based on the call for service. This current staffing provides the ability of the department to consistently and effectively respond with an appropriate number of personnel to mitigate small incidents without the assistance of mutual aid companies. Any larger incidents pose challenges for MFD to provide the necessary response force to mitigate. Because MFD uses minimum staffing of two on Engine 1 and three on Engine 2, there are times when the on-scene staff is not sufficient to begin interior firefighting operations in accordance with NFPA and OSHA. This is the case in many fire departments across the country. These standards require a “two-in/two-out” rule for firefighter numbers prior to entering an immediately dangerous to life and health atmosphere (IDLH). Dispatching both fire stations must be used to ensure this requirement is met. The periods when a fire station is unable to respond to emergency calls within its assigned area is an issue of response reliability and is covered in detail later in this report.

Emergency Medical Incidents

MFD provided BLS services to the community. This necessary and frequently required delivery of EMS places a drain on the fire authority’s current ability to handle additional calls for service when units are committed. Across the nation, the majority of emergency systems provide some first responder care until advanced life support resources can arrive if the agency does not provide those services. By design, most systems work together in tandem or a tiered response, MFD is no different. RCAD provides ALS transport services and aid by providing three units staffed daily. These units are ALS and are single role paramedic/EMT.

Special Operations Incidents

MFD does not have a dedicated hazardous materials team. All members of MFD are operations level trained. They provide an initial response and scene size-up to determine the need for assistance from their regional team. Hazardous materials incidents by their physical nature prove difficult to mitigate and even more difficult with limited staff. NFPA 472: *Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents* describes these operations.

Technical Rescue incidents are equally as challenging. MFD does not have a dedicated technical rescue team to handle these types of calls. These types of rescues are so involved they require specific standards for operations, NFPA 1006: *Standard for Technical Rescuer Professional Qualifications* and NFPA 1670: *Standard for Operations and Training for Technical Search and Rescue Incidents*. These incidents would include vehicle machinery rescue, rope rescue, confined space rescue, trench and excavation rescues, water rescues, and structural collapse rescue incidents. MFD has some members with additional training to handle some vehicle machinery, rope rescue, grain and silo engulfment, and ice rescue situations.

Wildland Firefighting

In recent years, many people across the nation have come to understand the dangers and damaging effects that wildland fires cause across the Midwest and the West Coast of the United States, and those dangers are no different in Missouri. Wildland fires pose challenges, including their expense, their extensive periods to mitigate and bring under control, and sometimes require outside support. These external resources are associated with increased costs for specialized equipment, such as air support and fire retardants.

Responsibilities and Activity Levels of Personnel

In every fire department, there exist a number of activities accomplished that are outside of the “regular” duties of responding to emergency incidents. These typically involve general maintenance of self-contained breathing apparatus (SCBA), hose testing, air monitor calibration, EMS quality assurance, and various committees. MFD relies upon individuals who have a particular interest in these additional areas to accomplish the tasks along with the use of contractors to perform the specific testing or services. In addition to the benefit of completing these tasks, the additional responsibilities serve to develop further knowledge, skills, and abilities of participating individuals. These individuals learn project management, time management, and budgeting skills that prepare them for future promotional opportunities.

A continuing test for MFD will be making the most prudent staffing and facility placement decisions based on weighing multiple considerations, including risk exposure, response times, access challenges, deployment, community expectations, and response capacity. Those decisions are difficult with financial constraints and service demand increases.

SERVICE DELIVERY & PERFORMANCE

Fire departments throughout the nation provide a wide variety of services. When citizens and elected officials consider the value of the fire department within their community, they may often judge the value based on the department's ability to provide quality service in a timely manner. This is a very broad judgment that doesn't always account for the many factors involved in providing that service. For department leadership, the ability to judge the value of services provided to the community is comprised of analyses of multiple components that comprise the term service delivery and performance. With this goal in mind, ESCI analyzed the following components of service delivery within the City of Moberly.

- Service Demand
- Resource Distribution
- Resource Concentration
- Resource Reliability
- Response Performance

Service Demand Analysis

Service demand is a term that includes the nature and type of incidents as well as when those calls for service occur. For purposes of this analysis, ESCI utilized data provided by Moberly Fire Department from their records management system.

Incident Type Analysis

MFD leadership endeavors to provide the highest quality service when responding to incidents within the community. A key knowledge component needed for leadership to provide that level of service is an understanding of the nature of calls for service within the City of Moberly. With this knowledge, leadership may better consider what training personnel need to provide high quality service, what apparatus may be required to respond to incidents, and what equipment may be needed to resolve the conditions that are present at the incident.

To assist fire departments throughout the nation in quantifying the nature of incidents, the National Fire Incident Reporting System (NFIRS) was developed. This system enables departments to follow a standard method of categorizing incidents which allows for better planning as well as comparing local service with other similar agencies.

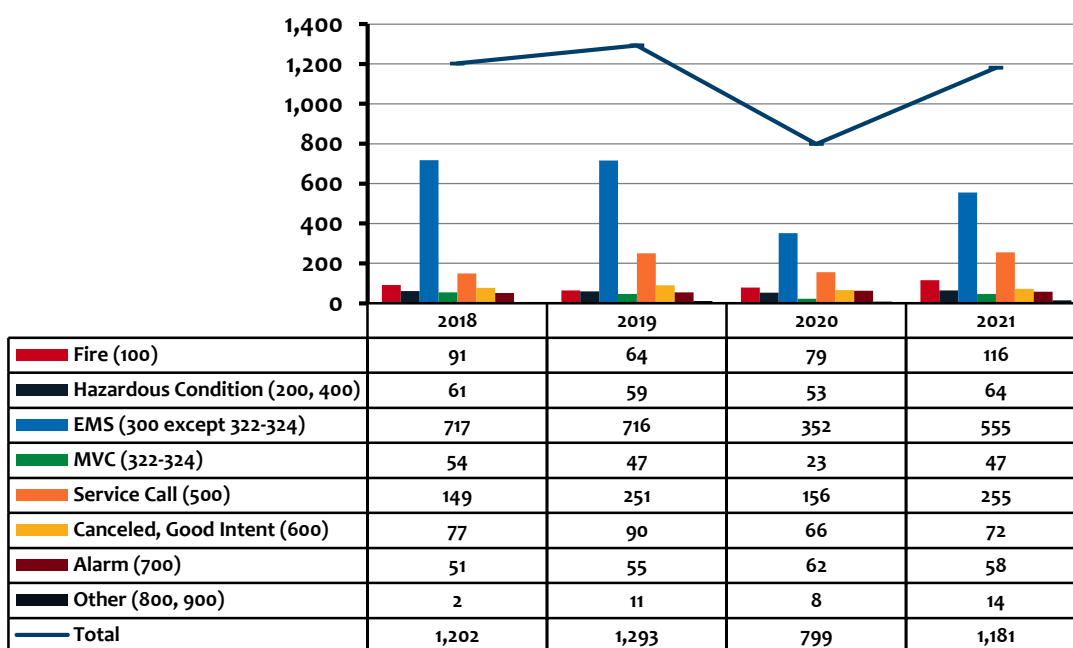
Within the NFIRS system, each type of incident has been assigned a three-digit code and those three-digit codes are then combined into broader categories based on the first number of the code, as illustrated in the figure below.

Figure 24: NFIRS Incident Types

Incident Series	Incident Heading
100-Series	Fires
200-Series	Overpressure Rupture, Explosion, Overheat (No Fire)
300-Series	Rescue and Emergency Medical Service (EMS) Incidents
400-Series	Hazardous Condition (No Fire)
500-Series	Service Call
600-Series	Cancelled, Good Intent
700-Series	False Alarm, False Call
800-Series	Severe Weather, Natural Disaster
900-Series	Special Incident Type

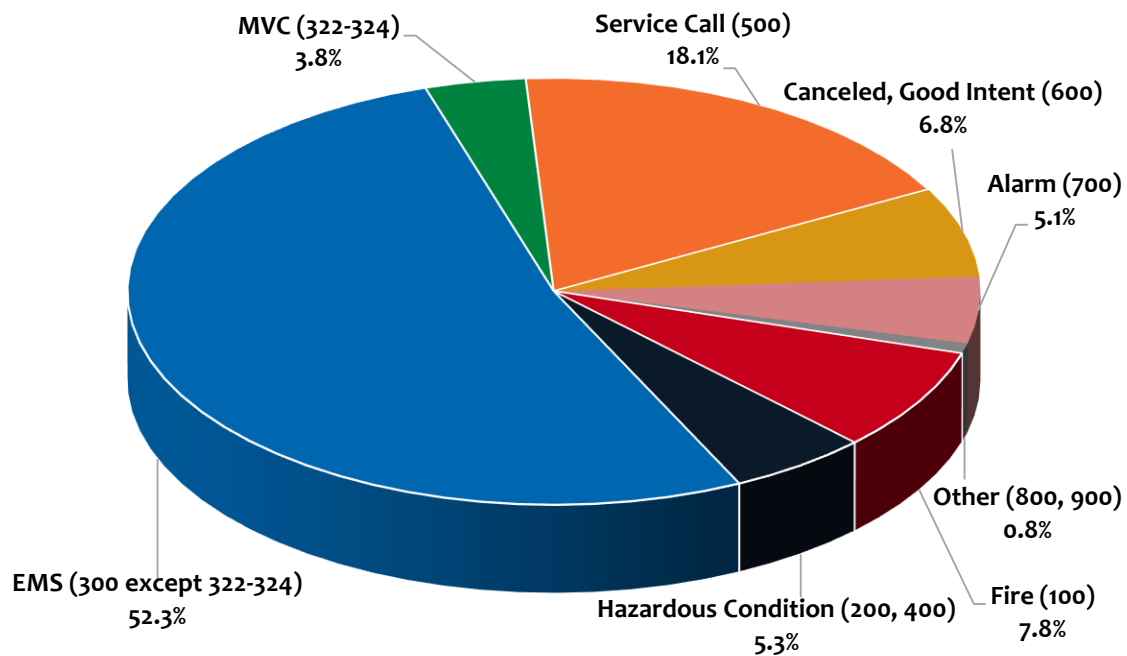
As illustrated the following figure, service demand within the City of Moberly decreased by 1.7 percent over the study period. This includes an increase of 7.6 percent from 2018 to 2019, a decrease of 38.2 percent from 2019 to 2020, and an increase of 47.8 percent from 2020 to 2021. While the decrease of 38.2 percent appears to be significant, leadership and elected officials should be aware that most departments throughout the nation experienced significant decreases in 2020 due to the COVID-19 pandemic.

Figure 25: Service Demand by NFIRS Incident Type, 2018–2021



The above figure illustrates the year-to-year progression of the individual incident types as well as the overall total count of incidents occurring each calendar year. However, leadership should also be aware of the overall comparison of each incident types versus the overall number of incidents (expressed as a percentage of the whole). As illustrated in the following figure, the greatest demand for service is for emergency medical incidents at 52.3 percent. This is followed by service call incidents at 18.1 percent, fire incidents at 7.8 percent, canceled/good intent incidents at 6.8 percent, hazardous condition incidents at 5.3 percent, alarm incidents at 5.1 percent, motor vehicle collision incidents at 3.8 percent and other incidents at 0.8 percent.

Figure 26: Service Demand by NFIRS Incident Type, 2018–2021



Temporal Variation

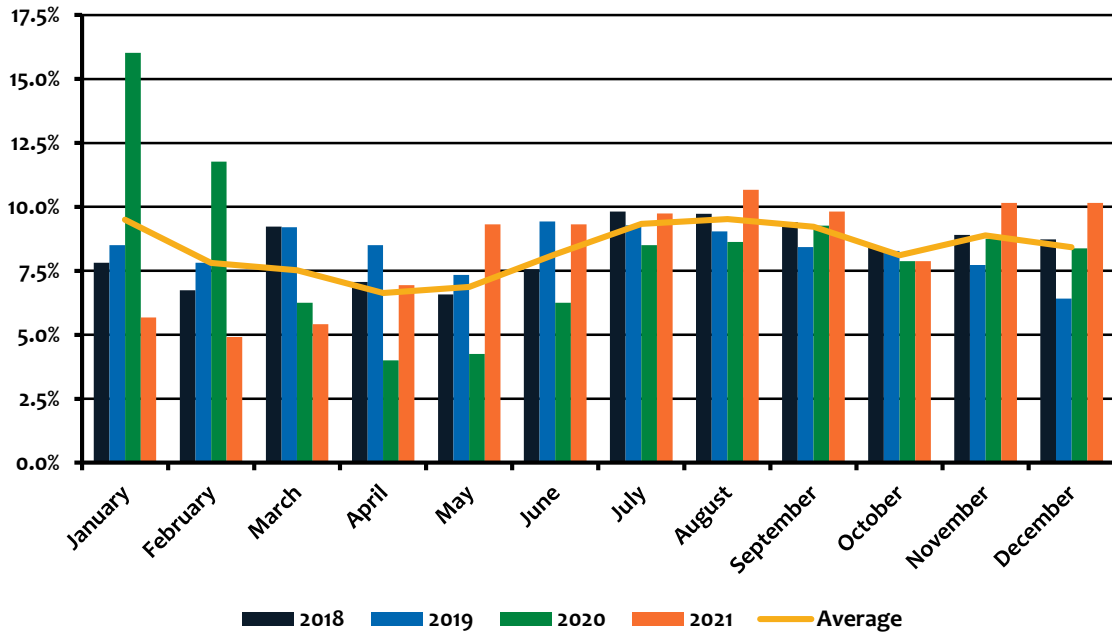
Another key knowledge component that leadership needs to provide optimum planning is the temporal nature of service demand. Through an understanding of when incidents occur, leadership is better able to provide sufficient staffing levels to serve the needs of the community. Also, this knowledge enables leadership to better plan non-incident activities during periods of lower demand for service to minimize delays in responding to incidents. Some of these non-incident activities may include the following.

- Pre-incident planning
- Training
- Station maintenance
- Apparatus maintenance
- Fire hose testing

- Fire hydrant testing
- Public education

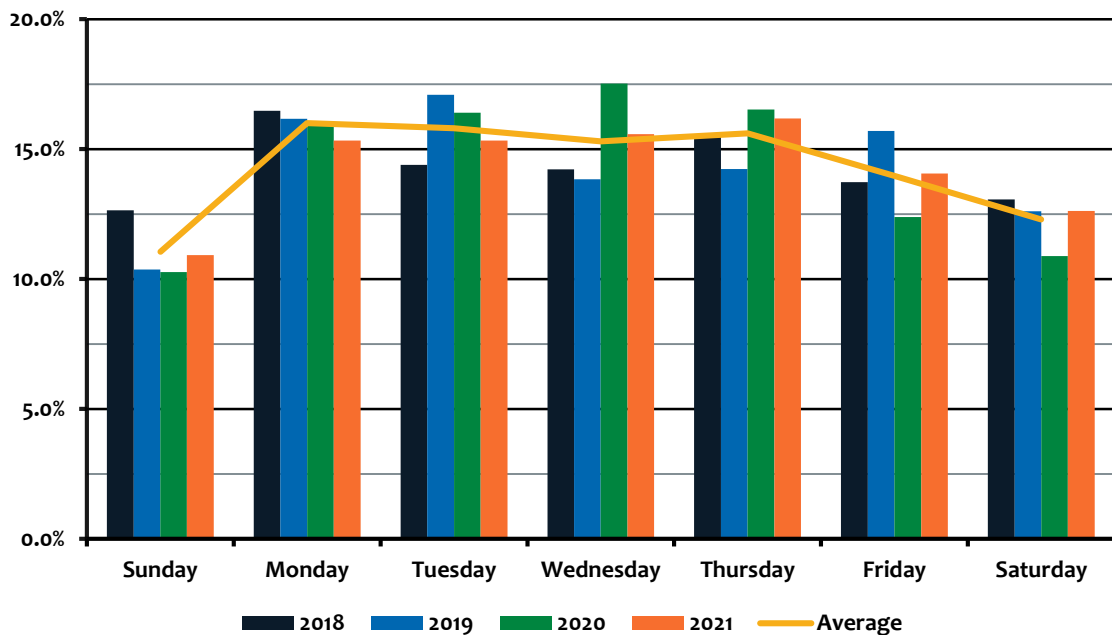
The first factor to consider when illustrating when incidents occur is an analysis of the service demand by month. As illustrated in the following figure, the greatest demand for service occurs in January and August, followed closely by July and September. The lowest demand for service occurs in April and May, followed closely by February and March.

Figure 27: Service Demand by Month, 2018–2021



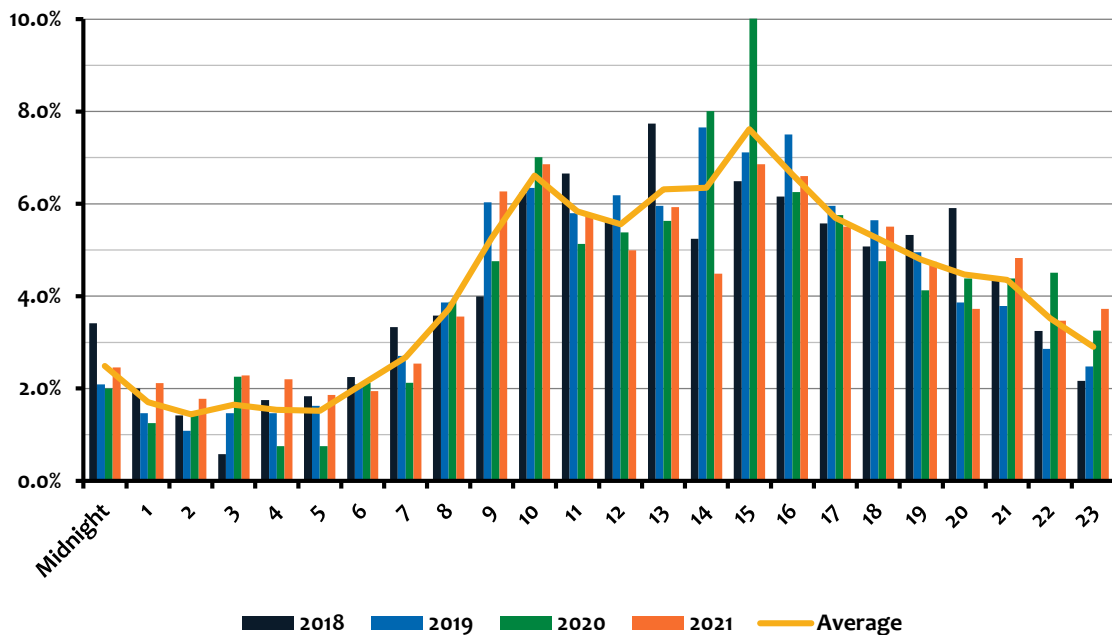
The second factor to consider when illustrating when incidents occur is an analysis of the service demand by day. As illustrated in the following figure, the greatest demand for service occurs on Monday, with an overall steady decline throughout the week. The lowest demand for service occurs on Sunday.

Figure 28: Service Demand by Day, 2018–2021



The third factor to consider when illustrating when incidents occur is an analysis of the service demand by hour. As illustrated in the following figure, the lowest demand for service occurs between 2 a.m. and 5 a.m. before beginning to increase. Over the next few hours, service demand follows a steep increase until 10 a.m., reaching the first peak in demand—which coincides with the movement of the population from their homes to their daily activities. Demand then fluctuates with some decreases followed by increases until 3 p.m., the hour with the greatest demand for service. Demand then decreases throughout the afternoon and evening—which coincides with the movement of the population back to their homes—before returning to the lowest levels.

Figure 29: Service Demand by Time-of-Day, 2018–2021



While the preceding figure illustrates that demand for service is at its lowest during the late night and early hours, leadership should ensure adequate staffing is still in place to quickly respond and mitigate structure fire incidents. Based on a national study recently published, from 2014 to 2016, the occurrence of residential structure fires with fatalities were highest between 1 AM and 2 AM, and 4 AM to 5 AM. The 8-hour peak period (11 PM to 7 AM) accounted for 48 percent of residential fatal fires.⁷

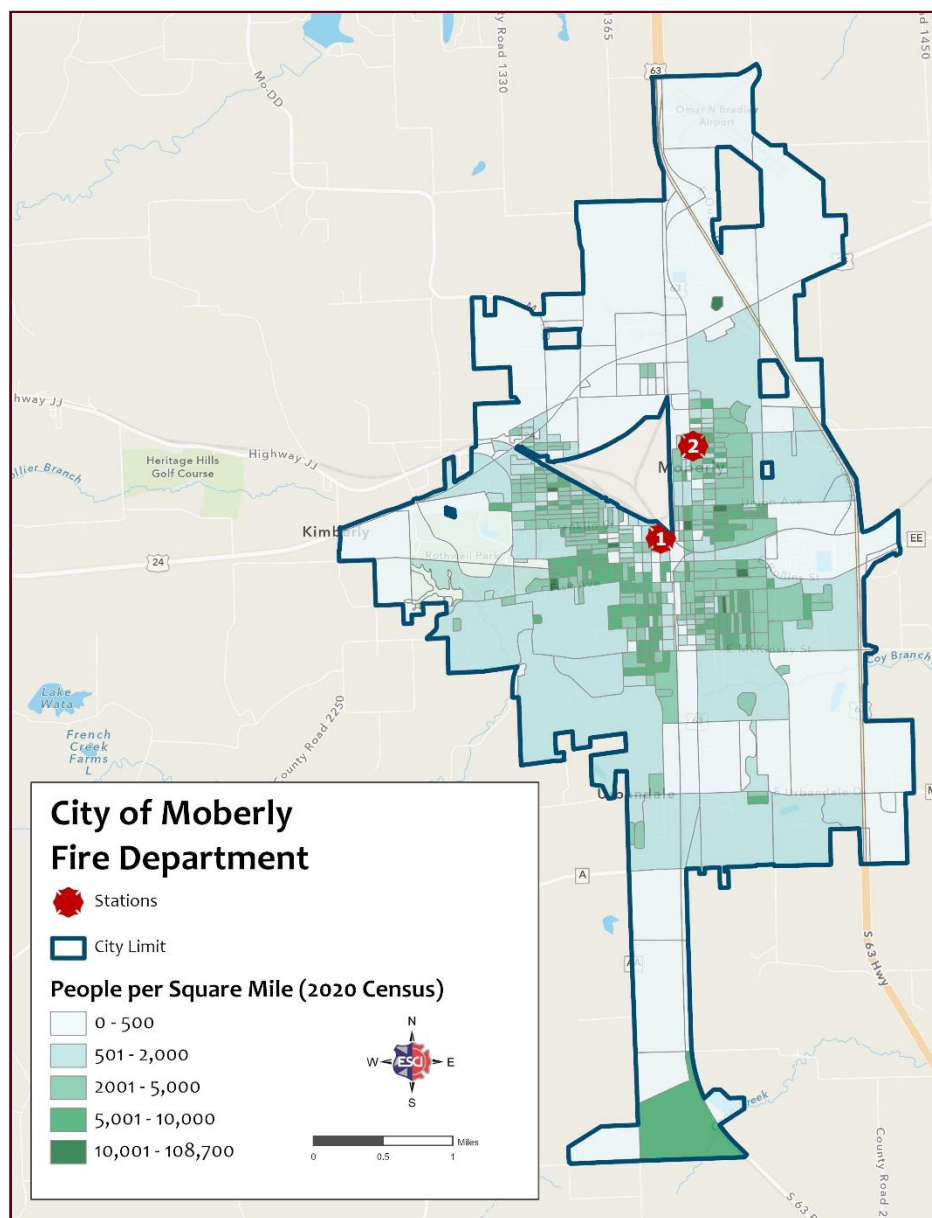
Population Density & Geographic Service Demand

The next comparison of service demand relates to the geographical location of incidents. In most communities, the areas with greater demand for service generally coincide with areas of the community with a higher density of population. For purposes of analyzing population density, ESCI uses the density as recorded by the U.S. Census Bureau for 2020 within each census block—the smallest unit of division within the census data. As already discussed the population density in some areas of the jurisdiction is as high as 10,000 people per square mile. This is mostly due to the correctional facility located in the south end of the city.

The population density for Moberly is illustrated below, with color changes from lighter to darker coinciding with population density changes from lower to higher.

⁷ *Fatal Fires in Residential Buildings (2014-2016)*, Topical Fire Report Series Volume 19, Issue 1 / June 18, U.S. Department of Homeland Security, U.S. Fire Administration, National Fire Data Center.

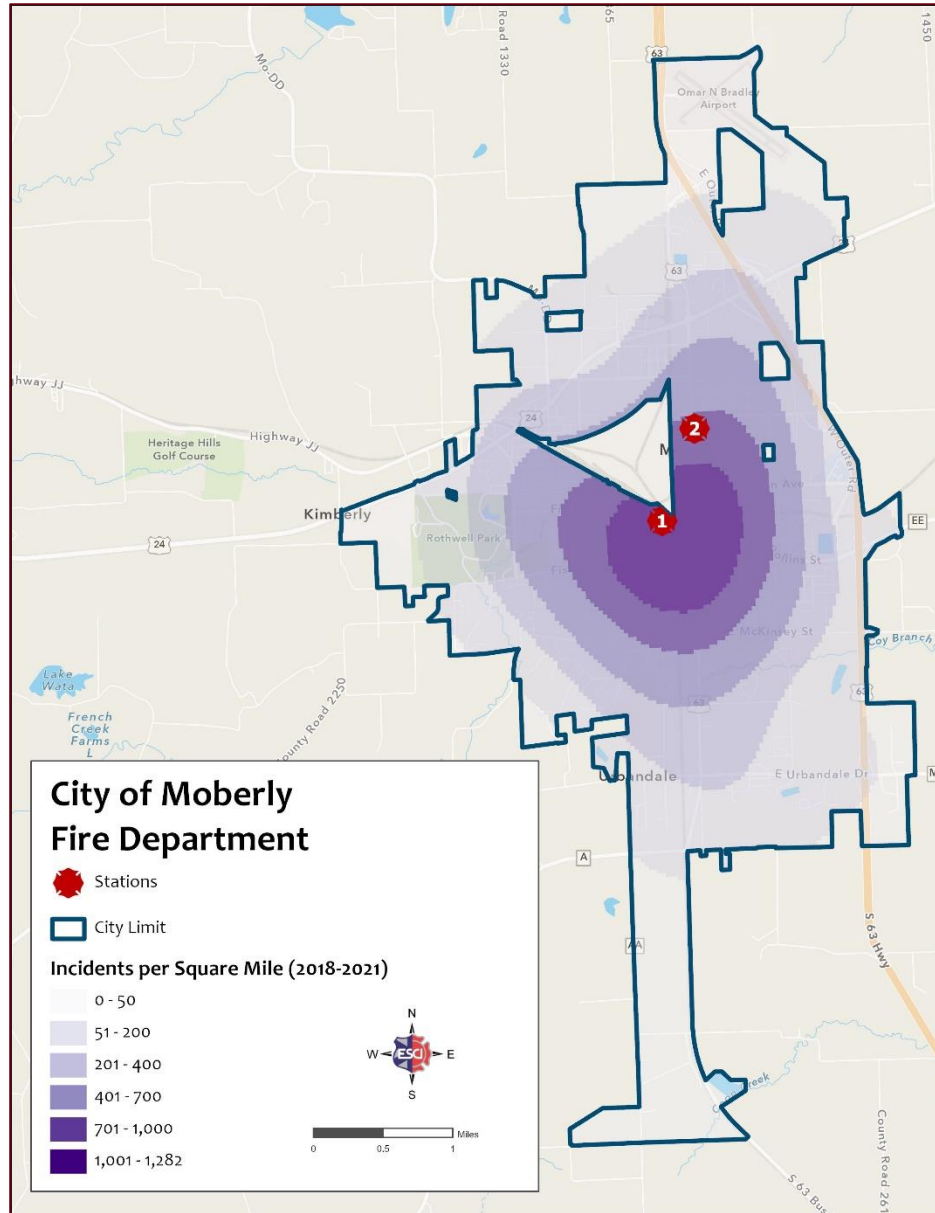
Figure 30: City of Moberly Population Density



Through the use of geographical information systems (GIS) software, ESCI analyzed the demand for service based upon the geographical location of each incident. This analysis calculates the mathematical density of incidents (incidents per square mile) and then illustrates this using a graphic known as heat mapping.

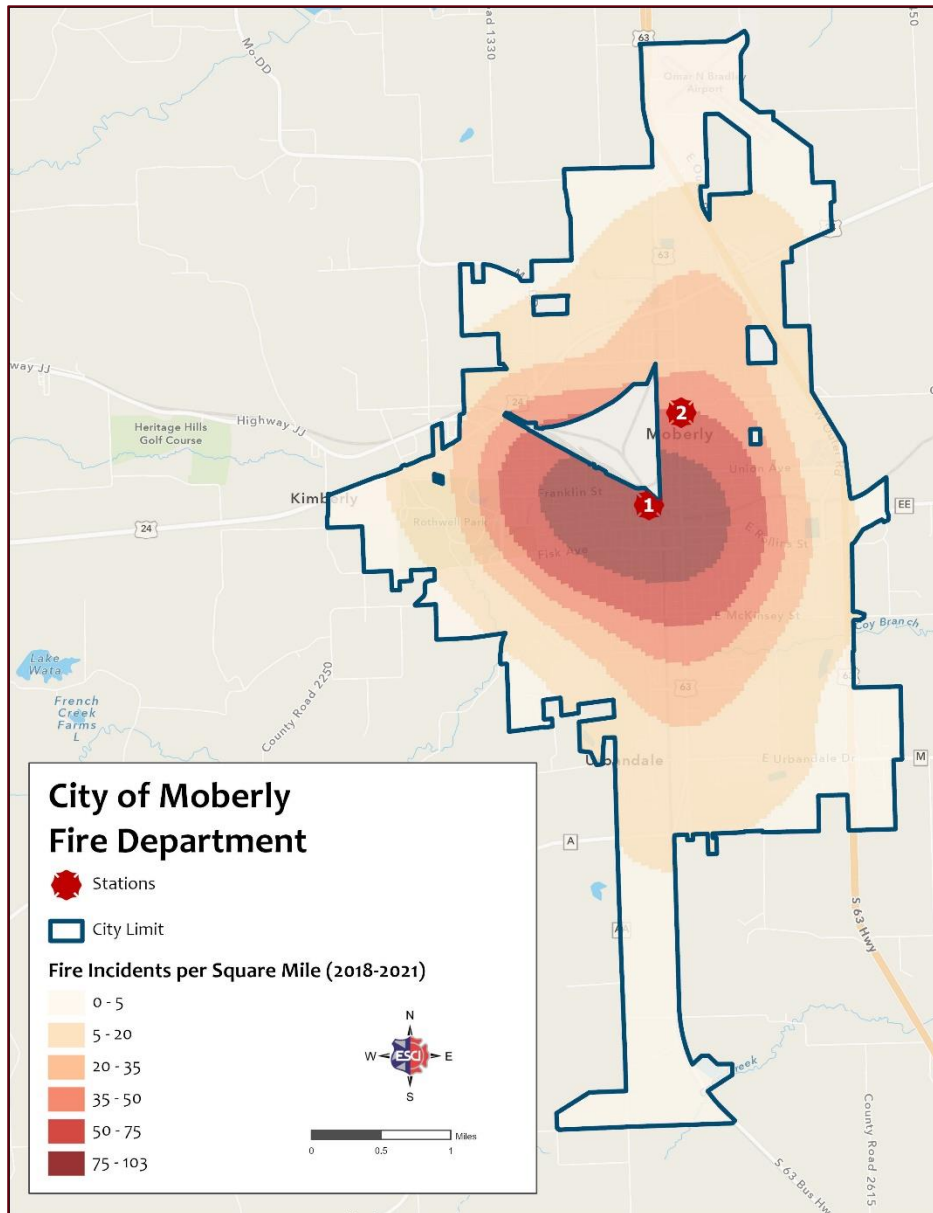
As illustrated in the figure below, the greater demand for service occurs in the area of Fire Station 1 which coincides with the area of greatest population density. The second center of demand for service occurs in the area of Fire Station 2 which coincides with the area of slightly lower population density.

Figure 31: Moberly Incident Density Analysis (All Incidents), 2018–2021



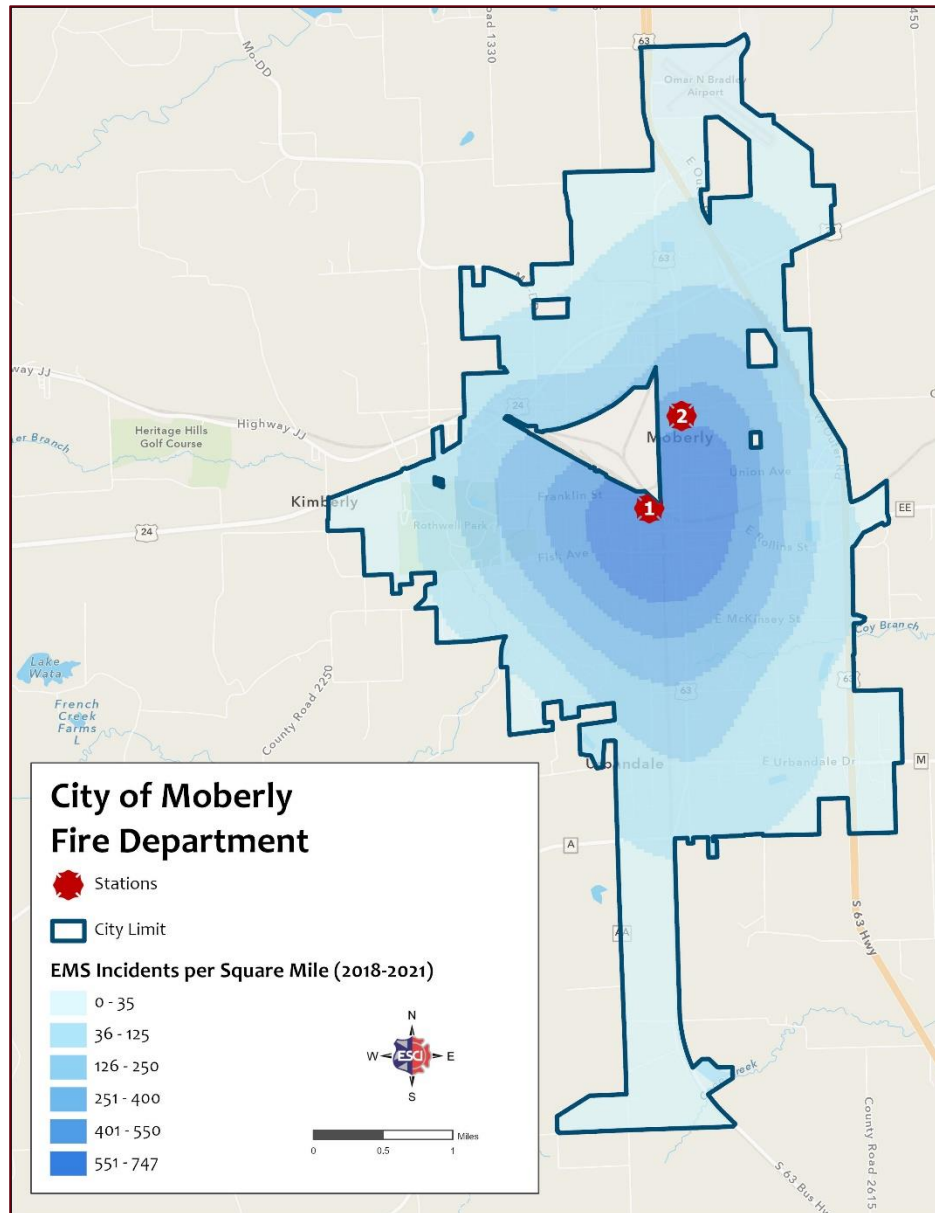
When analyzing the same data with a subset of all incidents excluding emergency medical service incidents, a similar pattern is seen. This is illustrated in the figure below.

Figure 32: Moberly Incident Density Analysis (Fire Incidents), 2018–2021



When analyzed for the subset of emergency medical incidents, the heat map pattern for EMS incidents remains similar, as illustrated in the figure below.

Figure 33: Moberly Incident Density Analysis (EMS Incidents), 2018–2021



Resource Distribution

Where apparatus and personnel are located within the community has a significant impact on the ability to respond to calls for service in a timely manner. Each of the following analyses compare Moberly to national standards designed to assist fire departments to provide service in a timely manner.

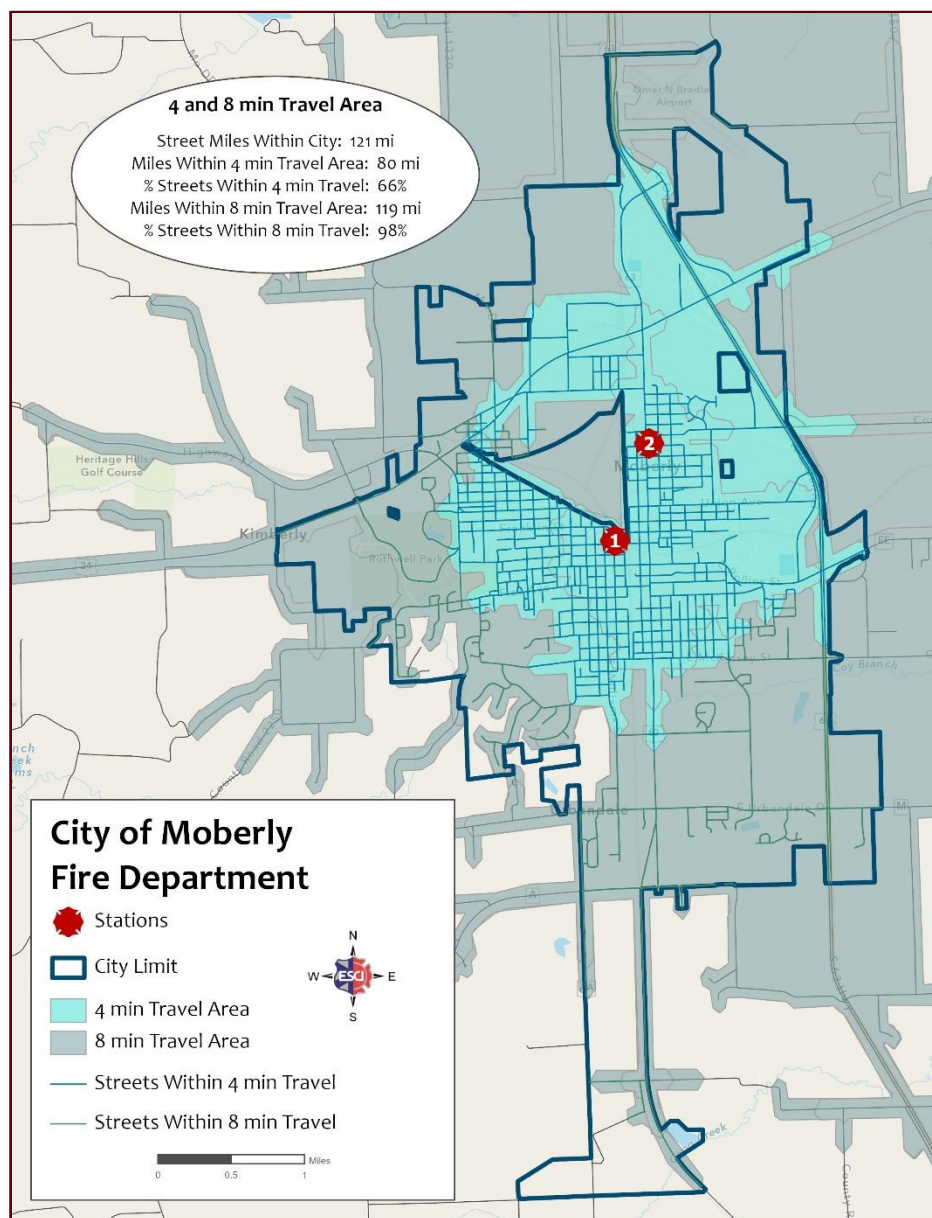
NFPA 1710 Criteria

The National Fire Protection Association (NFPA) is an industry trade association that develops and provides standards and codes for fire departments and emergency medical services for use by local governments. One of these standards, NFPA 1710: *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*, serves as a national consensus standard for career fire department performance, operations, and safety. Within this standard, a travel time of 240 seconds, or 4 minutes, is identified as the benchmark for career departments to reach emergency incidents within their jurisdiction with the first arriving unit. Additionally, the balance of the response (called the effective response force or ERF) is required to arrive at the incident within 480 seconds, or 8 minutes.

The contemporary method used to evaluate fire stations is based upon using the actual road-network in a computer model using Geographical Information System (GIS) technology. This system uses time and distance to create a network that more closely represents how far firefighters can respond from a fire station, using the adopted time standard.

There are many infrastructure components that affect the location – allocation concept. Among these are road and highway networks; impedance factors, such as traffic patterns and processes (stoplights and signs); and turn impedance, i.e., roadbed configuration and elevation impedance (slope). It is axiomatic that there is an inverse distance-weighting factor that results in longer response times to areas further away from the centroid of the fire station. This is called distance decay. The manner and means of response involve the use of the roadbed, but also involve dealing with differences in elevation and competing vehicles on the roadbed. In short, the further away from the location of an incident and the higher the impedance for response, the less effective any specific resource is in dealing with the initial stages of an emergency event as you move away from the fire station's location.

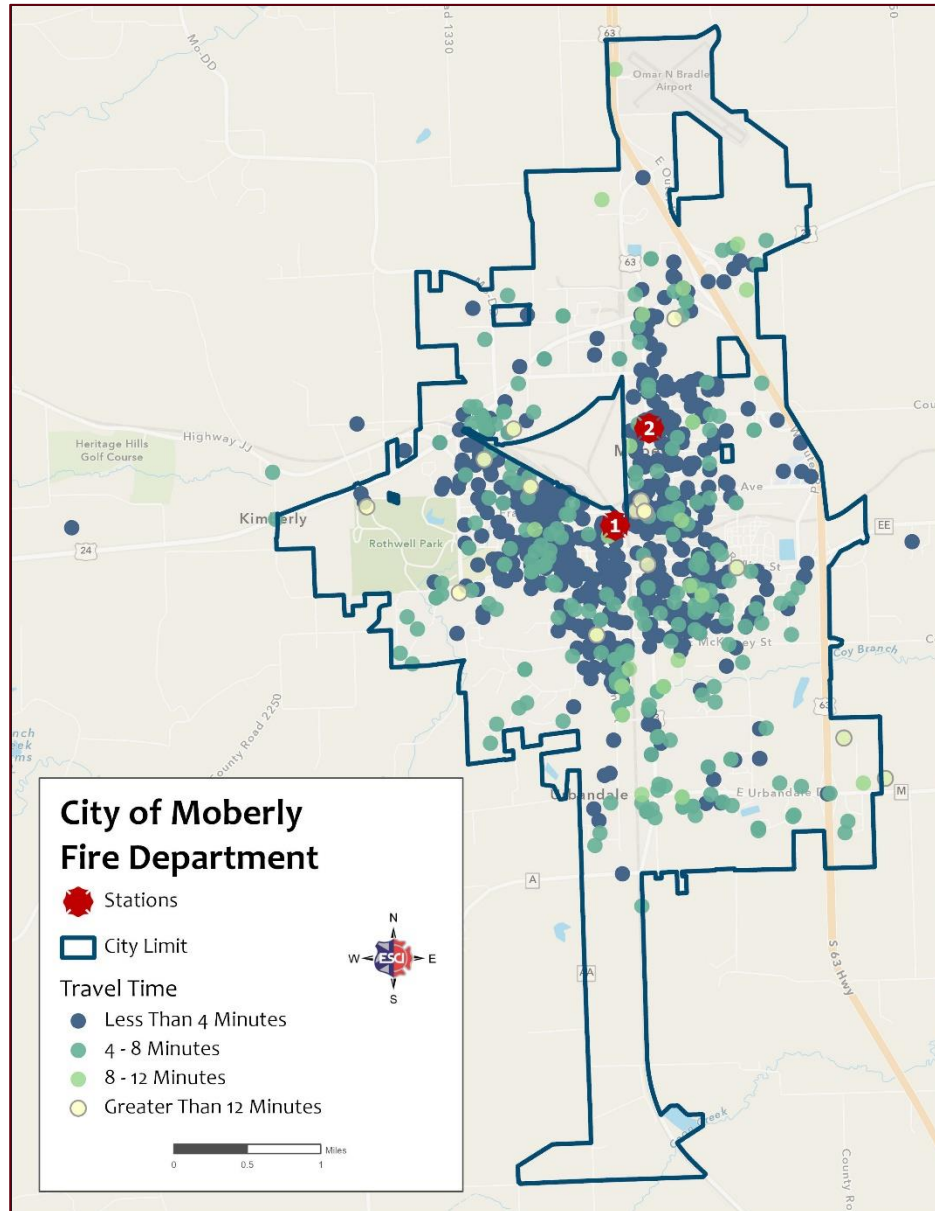
When analyzing this measure, travel time is calculated using the posted speed limits and adjusted for negotiating turns, intersections and one-way streets. Unshaded pockets indicate that the area falls outside of the model's maximum extension from the road network. Note that other impedance factors, such as traffic congestion, road closures, or weather conditions, are not factored into this analysis. Rarely are conditions perfect. As illustrated in the following figure, 66 percent of the service area falls within the 4-minute travel time of a fire station and 98 percent falls within the 8-minute travel time of a fire station.

Figure 34: Moberly Predicted 4 and 8-Minute Travel Times, NFPA 1710

While the preceding figure illustrates the theoretical travel time, it assumes that all units are within the station at the time of dispatch. In reality, units are not always at station and sometimes units from other stations may respond. For purposes of this analysis, calendar year 2019 was analyzed as it is likely a more accurate representation of performance due to the impact of the COVID-19 pandemic during calendar year 2020.

It is helpful to evaluate actual travel time against the theoretical mileage coverage and estimated travel time maps depicted above. As illustrated in the following figure, actual travel time to incidents was less than 4 minutes to 73.13 percent of incidents, 4–8 minutes to 24.78 percent of incidents, 8–12 minutes to 1.34 percent of incidents and greater than 12 minutes to 0.75 percent of incidents. This is exemplary travel time for the community.

Figure 35: Moberly Average Emergency Travel Time by 2.5-Acre Hexagons, 2021



ISO Distribution

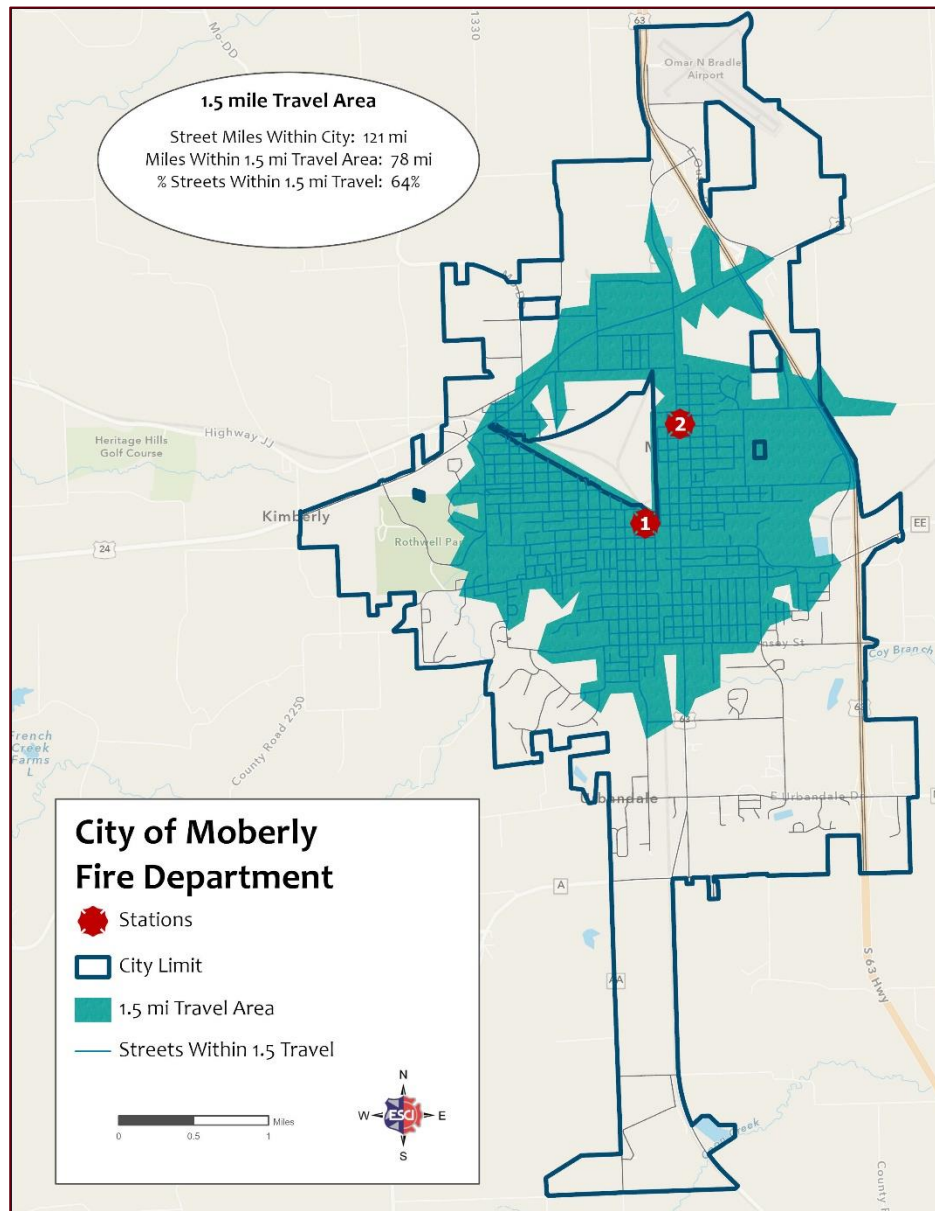
The Insurance Services Office (ISO) is a national insurance industry organization that evaluates fire protection for communities across the country. ISO assesses all areas of fire protection as broken down into four major categories including emergency communications, fire department, water supply, and community risk reduction. Following an on-site evaluation, an ISO rating, or specifically, a Public Protection Classification (PPC®) number is assigned to the community ranging from 1 (best protection) to 10 (no protection). The PPC® score is developed using the Fire Suppression Rating Schedule (FSRS), which outlines sub-categories of each of the major four, detailing the specific requirements for each area of evaluation.

A community's ISO rating is an important factor when considering fire station and apparatus concentration, distribution, and deployment due to its effect on the cost of fire insurance for the residents and businesses. To receive maximum credit for station and apparatus distribution, ISO evaluates the percentage of the community (contiguously built upon area) that is within specific distances of fire stations, central water supply access (fire hydrants), engine/pumper companies and aerial/ladder apparatus.

Engine Company Performance

As part of the ISO evaluation, an analysis determines the overall number of structures protected by a fire department that are located within 1.5 road miles of the closest fire station. This 1.5-road-mile standard is used to estimate a 4-minute travel time for first responding units as required by NFPA 1710. As illustrated in the following figure, 64 percent of the streets in the Moberly service area are covered within 1.5 road miles of the closest fire station.

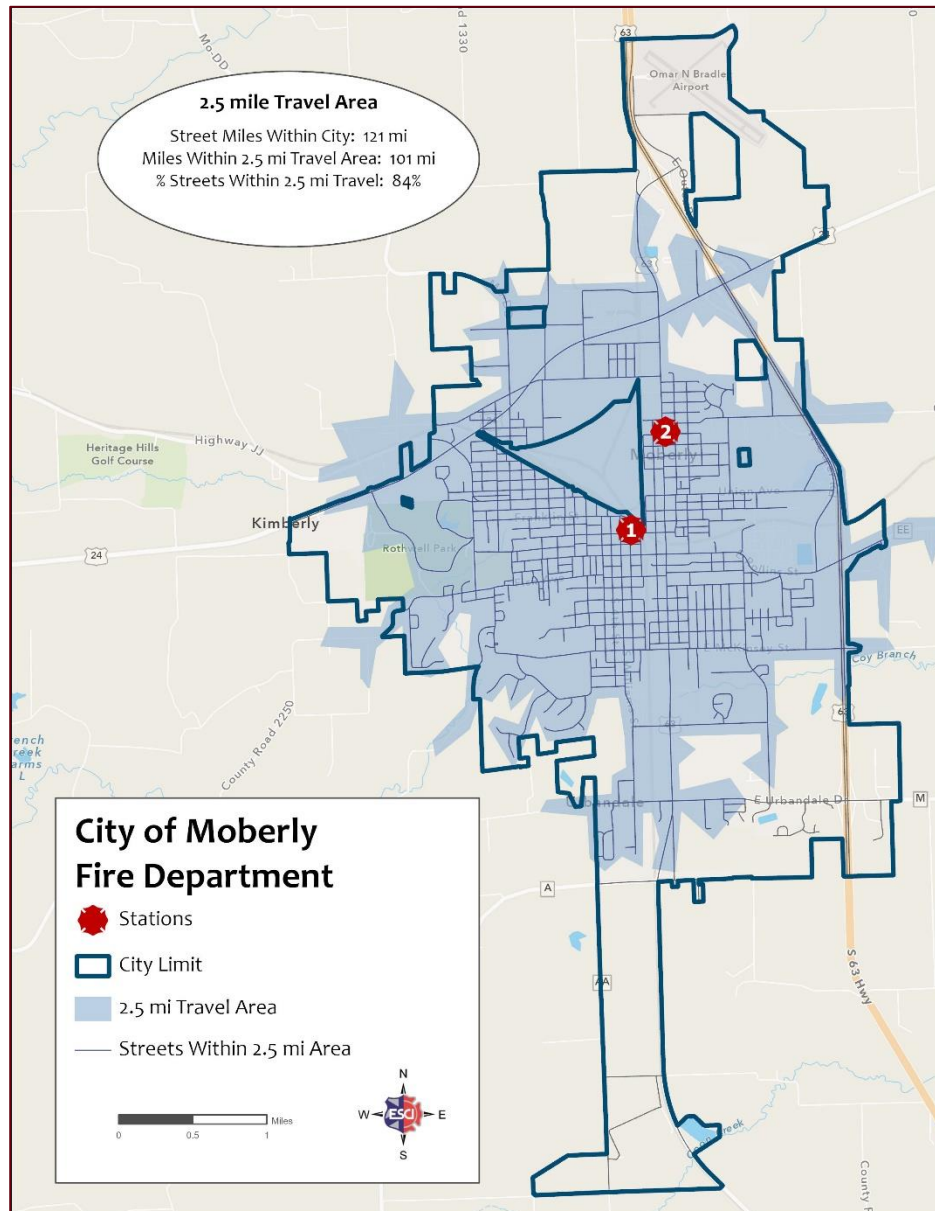
Figure 36: Moberly ISO 1.5-Mile Engine Company Service Areas



Ladder Company Performance

The next part of the ISO evaluation determines the overall number of structures protected by a fire department that are located within a 2.5-road-mile travel distance for ladder companies to estimate an 8-minute travel time in urban and suburban areas by ladder companies to provide the balance of personnel and equipment needed for incidents such as working fires. As illustrated in the following figure, 84 percent of the streets in the Moberly service area is located within 2.5 road miles of a ladder company. It is important to note that the ladder truck located in Fire Station 1 is not staffed independently of other apparatus. Therefore, the full ISO points are not realized for this area of evaluation.

Figure 37: Moberly ISO 2.5-Mile Ladder Company Service Area

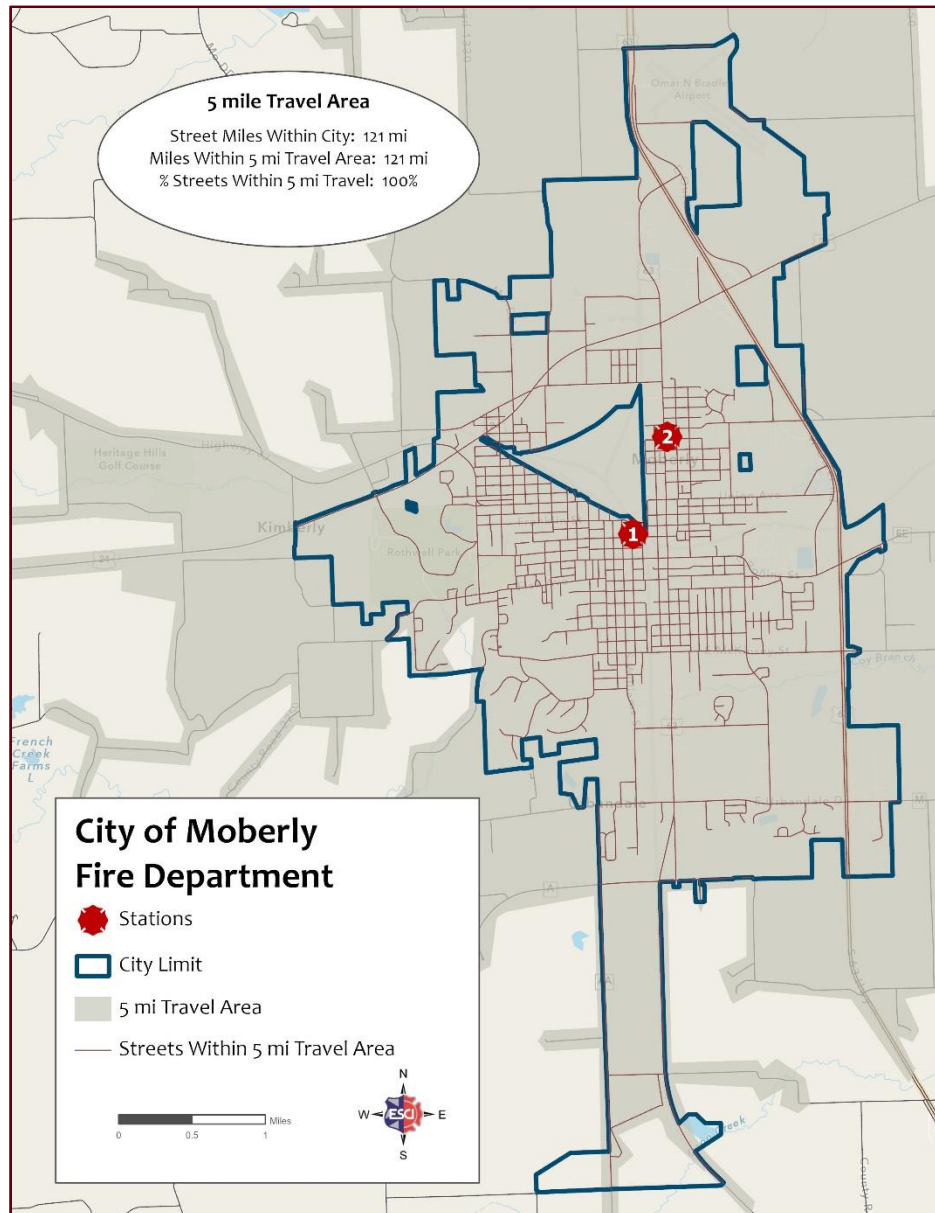


ISO Fire Station Coverage

The third part of the ISO evaluation determines the overall number of structures protected by a fire department that are located within a 5-road-mile travel distance of a fire station. Areas outside of 5 miles are subject to receiving a PPC® rating of 10 (no fire department protection available).

As illustrated in the following figure, 100 percent of the streets in the Moberly service area is located within a 5-road-mile travel distance of a fire station.

Figure 38: Moberly ISO 5-Mile Service Area

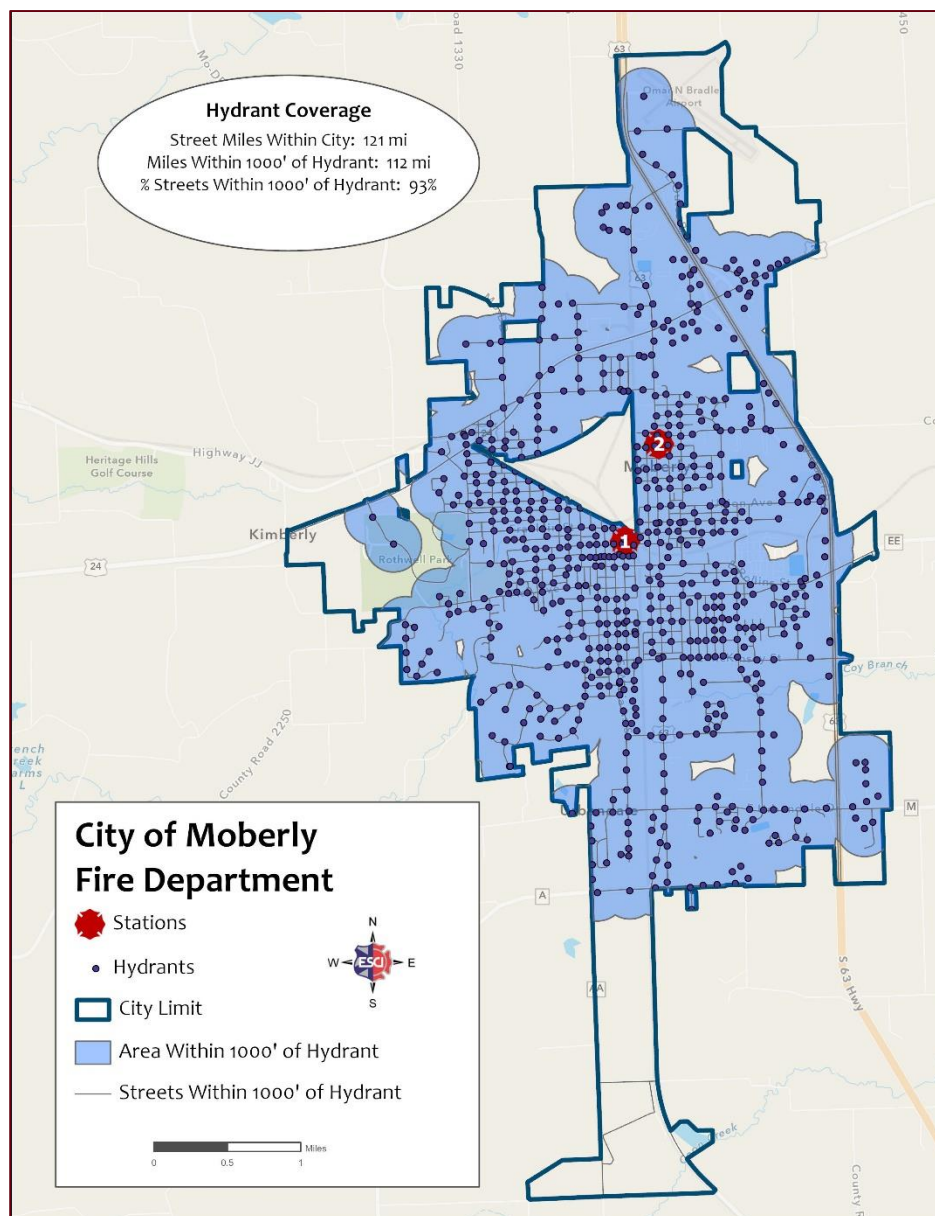


Water Supply and Hydrant Locations

ISO evaluates a community's availability of a sufficient water supply, which is critical for the extinguishment of fires. Included in this evaluation is the geographic location and distribution of fire hydrants. Structures outside a 1,000-foot radius of a fire hydrant are subject to a lower Public Protection Classification® rating than areas with adequate hydrant coverage, thus signifying limited fire protection. Exceptions are made when a fire department can show that either a dry hydrant or a suitable water tanker operation is possible to provide the needed volume of water for fire suppression activities for a specific period.

As illustrated in the figure below, 93 percent of the MFD service area is within 1,000 feet of a hydrant.

Figure 39: Moberly ISO Fire Hydrant Coverage



Resource Concentration

Each of the prior measures provide a view specifically associated with the arrival of the first unit to the incident scene. While arriving at an incident in a quick and safe manner is important, the ability to safely mitigate the incident is also impacted by the arrival of sufficient resources within an appropriate amount of time. The measure of this ability is referred to as Effective Response Force (ERF) and ensures that sufficient personnel and resources arrive on scene early enough to safely control a fire or mitigate other types of emergencies prior to substantial damage, injury or loss of life.

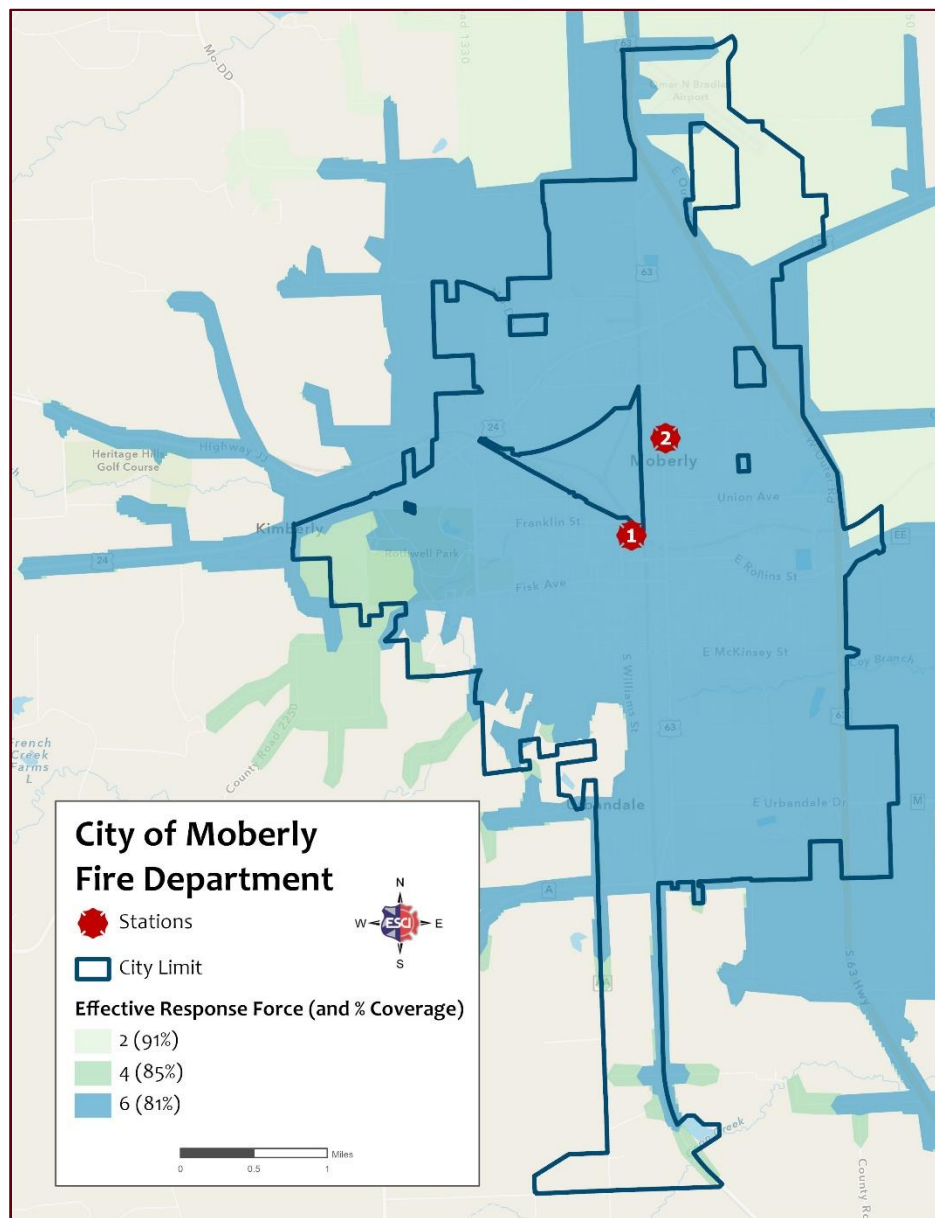
Considerable ongoing local, regional, and national discussion and debate draws a strong focus and attention to the matter of firefighter staffing. Frequently, this discussion is set in the context of firefighter safety. The jurisdiction may choose to establish response demand zones and use criteria outlined in the National Fire Protection Association (NFPA) standards. NFPA 1710: *Standard for Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments* specifies the number of firefighters assigned to a particular response apparatus, often characterized as a “minimum of four personnel per engine company.” ESCI notes that the more critical issue is the number of firefighters assembled at the scene of an incident in conjunction with the scope and magnitude of the job tasks expected of them, regardless of the type or number of vehicles upon which they arrive.

Some terms are interchangeable, such as assembly of firefighters on an incident, which may also be referred to as “Initial Full Alarm Assignment,” “Effective Firefighting Force” (EFF), or “Effective Response Force” (ERF). In the figures below, ESCI describes the NFPA 1710 level of staffing comprising this effective response force for three different scenarios. These recommendations are expanded for discussion in the *Future System Delivery* section of the report.

Figure 40: NFPA 1710 EFR Recommendations Based on Risk

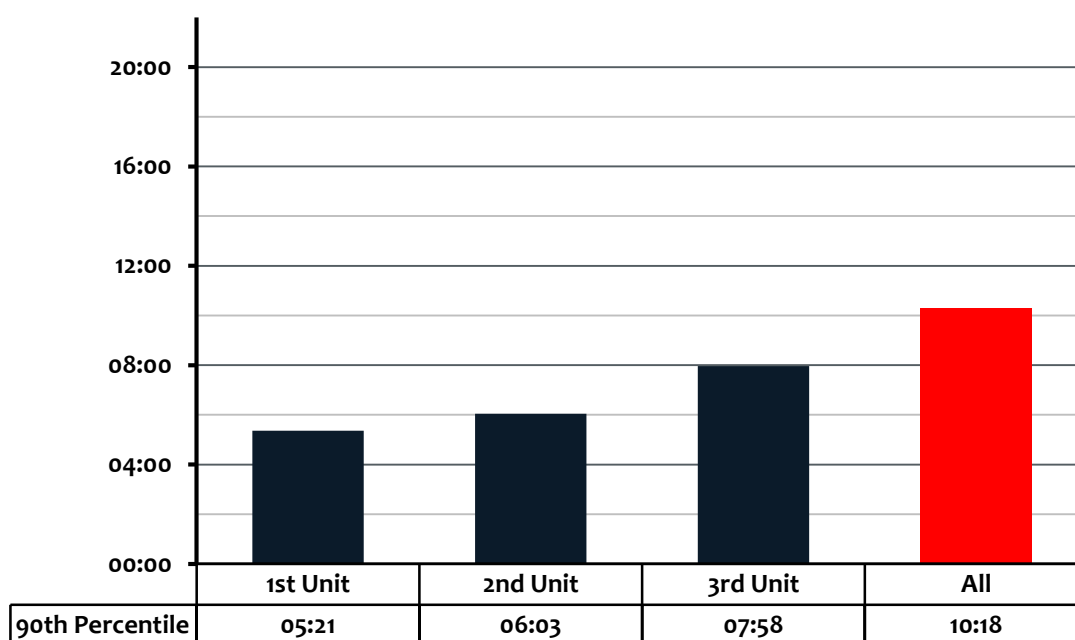
Functions/Tasks	Single-Family Residence (2,000 ft ²)	Open Air Strip Shopping Center (13,000–196,000 ft ²)	3-Story Garden Apartment (Mid-Rise Style Apartment) (1,200 ft ²)
Command	1	2	2
Apparatus Operator	1	2	2
Handlines (2 members each)	4	6	6
Support Members	2	3	3
Victim Search and Rescue team	2	4	4
Ground Ladders/Ventilation	2	4	4
Aerial Ladder Operator (If ladder used)	(1)	(1)	(1)
Initial Rapid Intervention Team	4	4	4
Initial Medical Care Component	N/A	2	2
Total	16 (17)	27 (28)	27 (28)

As illustrated below in the following figure, shades of blue and green represent the number of firefighters assembled during the 8-minute time frame. MFD is able to assemble an effective response force of 2 firefighters within 91 percent of the service area, 4 firefighters within 85 percent of the service area, and 6 firefighters within 81 percent of the service area. It is important to recognize the types of hazards located within the areas of ERF assemblance. For instance, the ability to assemble 6 firefighters within 81 percent of the jurisdiction is of little significance if that area is comprised of open-air shopping center (or mid-rise apartments in the case of Moberly) that require 27-28 firefighters to effectively mitigate. MFD cannot assemble the 27-28 firefighters recommended anywhere in the jurisdiction regardless of the 8-minute time frame recommended.

Figure 41: Effective Response Force (ERF), 8-Minute Travel

The preceding figure illustrates the ERF based on all units at station at the time of dispatch. To provide leadership with how unit arrival occurs in reality, the following figure illustrates the order of arrival of units arriving to structure fires. The response time at the 90th percentile for each category provides insight as to the timing of assembling the ERF.

Figure 42: Structure Fire Order of Arrival, 2018–2021



Resource Reliability Study

When planning the location of resources within the community, there are other components to consider in conjunction with each of the preceding standards. Two additional components to consider are workload and incident concurrency, both of which impact the ability for the apparatus within each station zone to most likely be available to respond to incidents within their zone. When either of these components increase, the likelihood of being available decreases and then units from neighboring zones must respond to the additional calls for service—possibly resulting in increased response times.

Workload

Workload is a measure of how busy each unit within the department is and could be analyzed from a simplistic view as to the number of incidents to which it responds. However, incident responses vary greatly in length of time so while two units may respond to the same number of incidents, the actual work involved may vary greatly. A better measure of workload is referred to as unit hour utilization. With this method, the amount of time assigned to incidents is compared to the amount of time the unit is in-service and is expressed as a percentage of the whole. However, it should be noted that this measure includes only incident response as there is no reliable method of including non-incident activities such as hydrant testing, training, public education, etc.

While there are limited formal performance measures to use as a target measure, in May 2016, Henrico County (VA) Division of Fire published an article after studying their department's EMS workload.⁸ As a result of the study, Henrico County Division of Fire developed a general commitment factor scale for their department. The next figure is a summary of the findings as it relates to commitment factors and may be utilized by MFD leadership as a base for developing internal workload measures.

Figure 43: Commitment Factors as Developed by Henrico County (VA) Division, 2016

Factor	Indication	Description
16%-24%	Ideal Commitment Range	Personnel can maintain training requirements and physical fitness and can consistently achieve response time benchmarks. Units are available to the community more than 75% of the day.
25%	System Stress	Community availability and unit sustainability are not questioned. First-due units are responding to their assigned community 75% of the time, and response benchmarks are rarely missed.
26%-29%	Evaluation Range	The community served will experience delayed incident responses. Just under 30% of the day, first-due ambulances are unavailable; thus, neighboring responders will likely exceed goals.
30%	"Line in the Sand"	Not Sustainable: Commitment Threshold—community has less than a 70% chance of timely emergency service and immediate relief is vital. Personnel assigned to units at or exceeding 0.3 may show signs of fatigue and burnout and may be at increased risk of errors. Required training and physical fitness sessions are not consistently completed.

⁸ *How Busy Is Busy?*; Retrieved from <https://www.fireengineering.com/articles/print/volume-169/issue-5/departments/fireems/how-busy-is-busy.html>

As illustrated in the following figure, none of the MFD units are reaching a concerning level of workload.

Figure 44: MFD Unit Hour Utilization, 2018–2021

Unit	2018	2019	2020	2021
2007 Chevy P/U #300	0.00%	0.00%	0.00%	0.01%
218	0.03%	0.00%	0.00%	0.00%
300 Pickup 2007 Chevy	1.51%	1.55%	1.25%	2.59%
301	0.05%	0.09%	0.01%	0.18%
302 Saber	2.12%	2.13%	1.58%	2.22%
303	0.00%	0.10%	0.07%	0.06%
304 Contender	0.30%	0.41%	0.23%	1.01%
305 Contender	2.25%	2.10%	1.60%	1.12%
306 Reg. Cab P/U	0.17%	0.07%	0.01%	0.12%
310 P/U	0.00%	0.04%	0.01%	0.23%
POV	0.22%	0.11%	0.04%	0.26%

Call Concurrency

Call concurrency refers to the number of incidents occurring simultaneously within the service area. As the number of concurrent incidents increases, the ability to respond to additional calls for service decreases. As illustrated in the following figure, 94.81 percent of incidents occur as single incidents. Only 5.02 percent of the time do two incidents occur simultaneously and 0.17 percent of the time three incidents occur simultaneously. At this level, MFD is well able to handle responses. However, it should be noted that this analysis assumes one unit responding to each call because the majority of MFD calls are handled with one unit. Where there are multiple units responding to one call for service, additional requests may require use of automatic aid or mutual aid resources.

Figure 45: MFD Call Concurrency, 2018–2021

Concurrent Incidents	2018	2019	2020	2021
Single Incident	94.01%	93.50%	93.48%	94.81%
Two Incidents	5.49%	6.50%	6.14%	5.02%
Three Incidents	0.50%	0.00%	0.38%	0.17%

Response Performance

Citizens within the community and elected officials expect a timely response from their fire department. For them, this measure is simply expressed as the amount of time between calling 9-1-1 and arrival of the fire department at the location of the incident, known as Total Response Time. This measure is actually comprised of multiple components and the following analyses will illustrate those measures as compared to the standards identified in NFPA 1710.

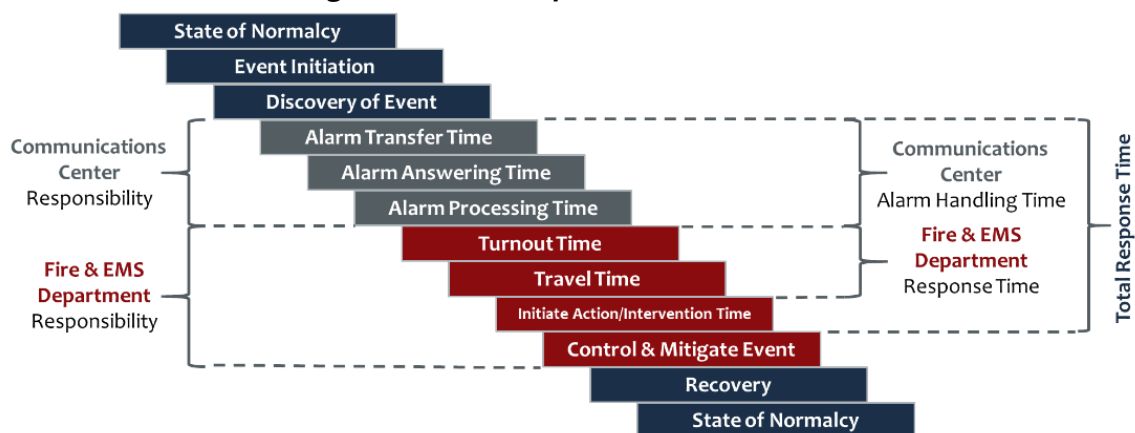
Response performance is comprised of the following components:

- **Call Processing Time:** The amount of time between when a call is answered by the 911 Primary Public Safety Answering Point (PSAP) or dispatch center, and when resources are dispatched.
- **Turnout Time:** The time interval between when response units are notified of the incident and when the apparatus begins to respond.
- **Travel Time:** The time the responding unit actually spends on the road traveling to the incident until arrival at the scene. This is a function of speed and distance.
- **Response Time:** The time from initial alerting of an incident until arrival on the scene. Response Time equals the sum of “Turnout Time” and “Travel Time.”
- **Total Response Time:** This is the most apparent time to the caller requesting emergency services, as the time from when the emergency calls is placed until units arrive on the scene.

Tracking the individual components of response time can help MFD leadership identify impediments to timely response, and make operational adjustments to improve, including developing response time goals and standards that are both relevant and achievable. Fire service best practices recommend that fire service organizations monitor and report the components of Total Response Time.

The Response Time Continuum is comprised of the three elements described above—Call Processing, Turnout Time, and Travel Time. Total Response Time is the sum of all of the times, starting with the call processing time, turnout time, and travel time. The components of the MFD Response Time Continuum are evaluated in further detail in the next sections. The following figure is an illustration of the total response time continuum.

Figure 46: Total Response Time Continuum



In analyzing response performance, ESCI generates percentile measurements of response time performance. The use of percentile measurement using the components of response time follows the recommendations of industry best practices. The best practices are derived by the Center for Public Safety Excellence (CPSE), Standard of Cover document and the National Fire Protection Association (NFPA) 1710: *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*.

The “average” measure is a commonly used descriptive statistic also called the mean of a data set. The most important reason for not using the average for performance standards is that it may not accurately reflect the performance for the entire data set and may be skewed by outliers, especially in small data sets. One extremely good or bad value can skew the average for the entire data set.

The “median” measure is another acceptable method of analyzing performance. This method identifies the value at the middle of a data set and thus tends to not be as strongly influenced by data outliers.

Percentile measurements are a better measure of performance because they show that most of the data set has achieved a particular level of performance. The 90th percentile means that 10 percent of the values are greater than the value stated, and all other data are at or below this level. This can be compared to the desired performance objective to determine the degree of success in achieving the goal.

As this report progresses through the performance analysis, it is important to keep in mind that each component of response performance is not cumulative. Each is analyzed as an individual component, and the point at which the percentile is calculated exists in a set of data unto itself. While the standard analysis for each measure includes only those incidents to which units responded lights and sirens (emergency), this field was not reliably captured in the fire department data. Each of the following analyses use all incidents, regardless of response priority. ESCI recommends that MFD leadership consider methods of ensuring accuracy of response priority so that ongoing measurement of response performance can be isolated to emergency responses.

It should also be noted that within the data provided, there were not separate time stamps for each unit. All units on each incident had the same time entered into the software. ESCI recommends that MFD leadership consider methods of ensuring accuracy when recording all timestamps. This will ensure validity when determine each performance measure by using the data from the unit with the best time for each incident.

Call Processing Performance

Call processing performance measures the length of time between activation of 911 and dispatch of the first unit. MFD units are dispatched by the City of Moberly Communications Center. As such, they do not have direct control over the call processing performance. For this particular measure, there are two applicable standards as illustrated below.

Standard	Expected Performance
NFPA 1221: Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems	60 seconds at the 90 th percentile
NFPA 1710: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments recommends	60 seconds at the 90 th percentile

Within the data provided by MFD, the majority of incidents had the same time documented for the call received time and the dispatched time. This resulted in a measurement of “zero” and thus is not able to be evaluated. ESCI recommends that MFD leadership work to capture the 9-1-1 call time within their reporting system so that this measure can be trended, and improvements made if necessary.

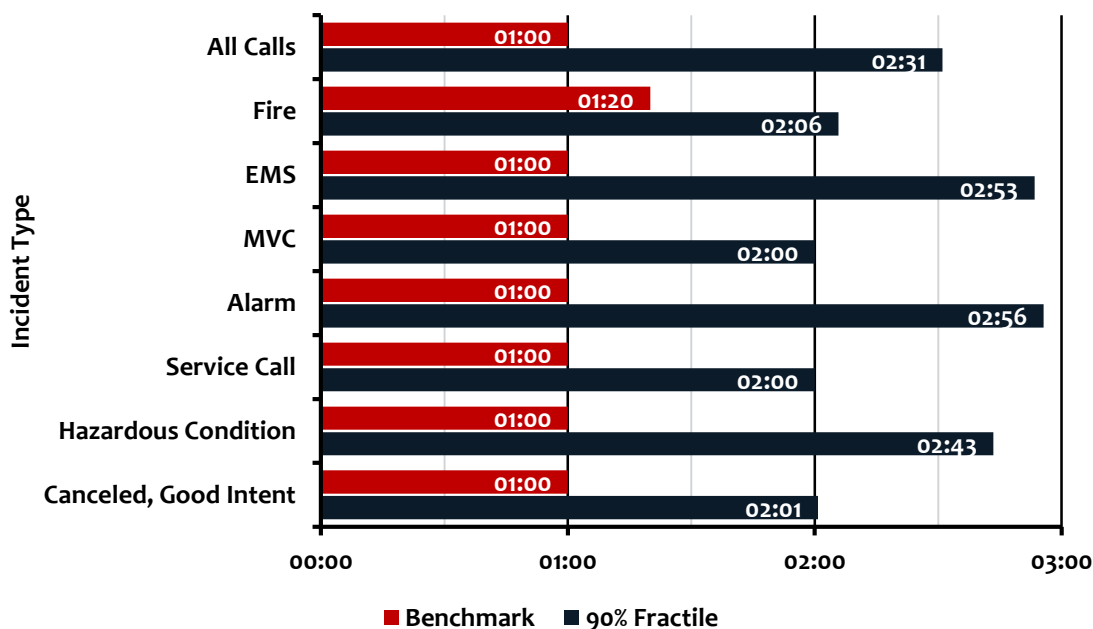
Turnout Performance

Turnout performance is measured by turnout time, which is the length of time between dispatch time and when a unit begins responding to the call. For this particular measure, there is one applicable standard as illustrated below.

Standard	Expected Performance
NFPA 1710: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments recommends	Fire and Special Operations Incidents 80 seconds at the 90 th percentile All Other Incidents 60 seconds at the 90 th percentile

As illustrated the figure below, the overall turnout performance for MFD is 2 minutes, 31 seconds. When analyzed by incident type, performance ranged from 2 minutes for motor vehicle collision incidents and service call incidents to 2 minutes, 56 seconds for alarm incidents.

Figure 47: MFD Turnout at the 90th Percentile, 2018–2021



As this is the first measure under direct control of the fire department, MFD leadership may consider the various actions that occur within this measure and determine if there are areas where process changes could improve performance. These factors include:

- Systems used to notify personnel of an incident.

- Station design as it relates to the movement of personnel from living quarters to the apparatus bay.
- Personnel adherence to department policies and acting with appropriate speed towards the apparatus.
- Time required to don protective equipment prior to responding.
- Moving equipment between apparatus when units are cross staffed.
- Time from starting apparatus until radio system is capable of transmitting.

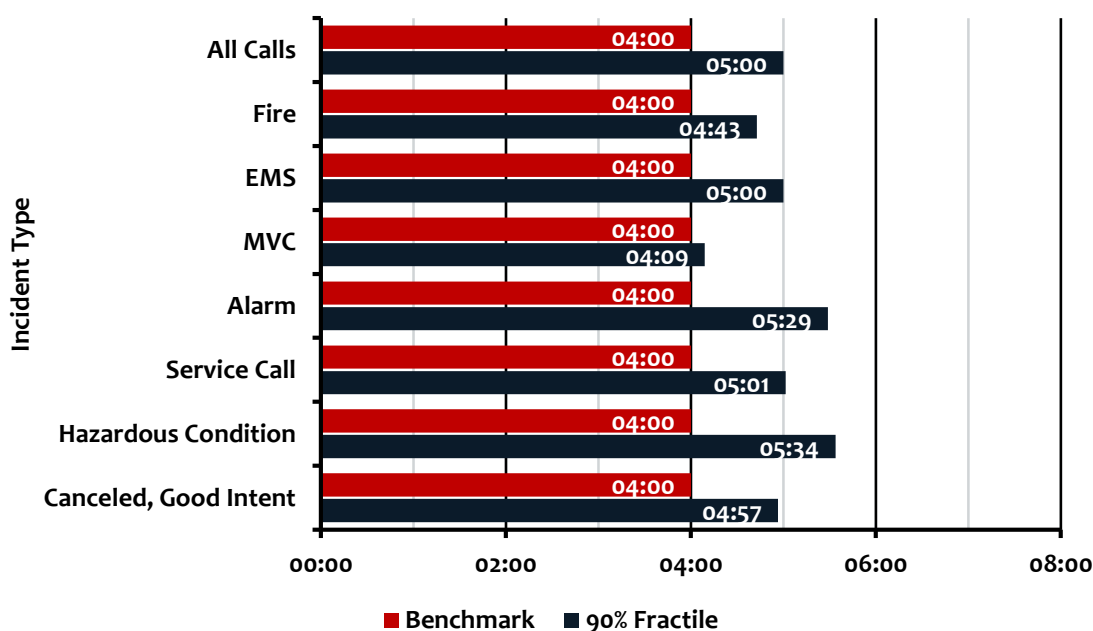
Travel Performance

Travel performance is measured by travel time which is the length of time between when a unit begins to respond and arrival on scene. For this particular measure, there is one applicable standard as illustrated below.

Standard	Expected Performance
NFPA 1710: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments recommends	4 minutes at the 90 th percentile

As illustrated in the figure below, overall travel performance for MFD is 5 minutes. Although this is slightly greater than the expected performance, it represents an excellent travel time performance. When analyzed by incident type, performance ranged from 4 minutes, 9 seconds for motor vehicle collision incidents to 5 minutes, 34 seconds for hazardous condition incidents.

Figure 48: MFD Travel at the 90th Percentile, 2018–2021



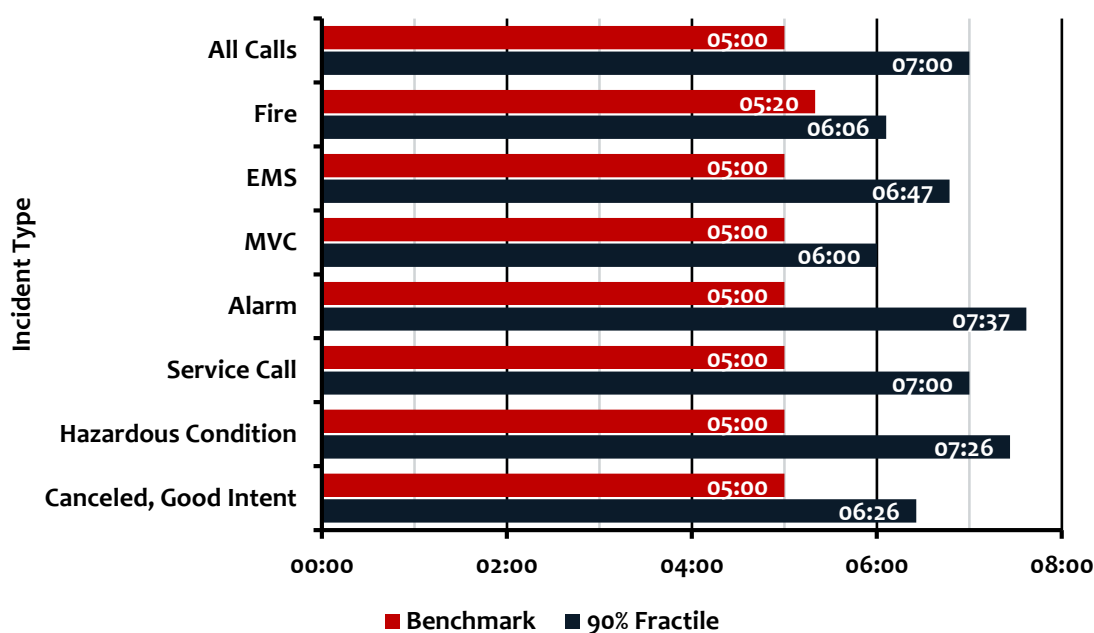
Response Time Performance

Response time is defined as the length of time between dispatch time and arrival at scene time. For this measure, there is not a specific applicable standard. However, by combining the individual component standards, the following figure illustrates expected performance.

Component	Expected Performance
Turnout Time	Fire and Special Operations Incidents 80 seconds at the 90 th percentile All Other Incidents 60 seconds at the 90 th percentile
Travel Time	4 minutes at the 90 th percentile
Combined	Fire and Special Operations Incidents 5 minutes, 20 seconds at the 90 th percentile All Other Incidents 5 Minutes at the 90 th percentile

As illustrated in the figure below, overall response time performance for MFD is 7 minutes. When analyzed by incident type, performance ranged from 6 minutes for motor vehicle collision incidents to 7 minutes 37 seconds for alarm incidents.

Figure 49: MFD Response Time at the 90th Percentile, 2018–2021



Total Response Time Performance

Total response time is defined as the length of time between activation of 911 and arrival at scene time. This performance measure is ultimately how the citizen views response performance. For this measure, there is not a specific applicable standard. However, by combining the individual component standards, the following figure illustrates expected performance.

Component	Performance
Call Processing Time	64 seconds at the 90 th percentile
Turnout Time	Fire and Special Operations Incidents 80 seconds at the 90 th percentile All Other Incidents 60 seconds at the 90 th percentile
Travel Time	4 minutes at the 90 th percentile
Combined	Fire and Special Operations Incidents 6 minutes, 24 seconds at the 90 th percentile All Other Incidents 6 Minutes, 4 seconds at the 90 th percentile

As discussed in the call processing performance section, the majority of incidents had the same time documented for the call received time and the dispatched time. This resulted in an inability to accurately analyze total response time performance.

COMMUNITY RISK ANALYSIS

Every community is unique in the types of risks present that potentially threaten people and property. Risks are identified and evaluated for potential impacts to the City of Moberly. In this section, community risks specific to the MFD are presented based on the population and demographics, local land use and development, and the geography and natural hazards of the area. Mitigation of these risks affects the number of resources (personnel, equipment, and apparatus) necessary to improve the response, recovery, and resilience of the community. Not all hazards of individual occupancies can be considered; however, some risks are applicable within the entire jurisdiction.

Community Risk Assessment is defined by the National Fire Protection Association (NFPA) 1710: *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations and Special Operations to the Public by Career Fire Departments* as:

A systematic approach that identifies, assesses, categorizes, and classifies the probabilities and consequences of a community's fire and non-fire hazards and threats, taking into account all pertinent facts that increase or decrease risks in each first-due response zone.

This section provides a basic “all-risks, all-hazards” perspective of community risks in the service area. It is intended to assist fire department officials to (1) identify hazards and risks within the community, and (2) prioritize hazards and risks based on impact to determine the appropriate resources necessary to reduce risk and attain positive desired outcomes. This analysis is intended to provide insight into *what* needs exist, *where* those needs exist, and *how* those needs are expected to change in the future. Physical, economic, and demographic data were utilized to assess the fire/EMS-related hazards and risks that threaten the community, to include:

- Current hazard classification, planning, and mitigation measures from various sources;
- Specific information provided by the MFD about target hazards and land use; and
- Planning zones established by the City of Moberly and the fire department.

Characterizing Risk

Simply stated, a community risk assessment (CRA) is “the identification of potential and likely risks within a particular community and the process of prioritizing those risks.” This concept is consistent with the FEMA concept of “whole community” and shared responsibility for emergency preparedness.⁹ Thus, a CRA is a critical component of evaluating core capabilities as part of the phases of emergency management—prevent, prepare, respond, recover, and mitigate—as shown in Figure 50.

- **Prevention** focuses on preventing human hazards, primarily from potential natural disasters or terrorist attacks, both physical and biological.
- **Preparation** is a continuous cycle of planning, organizing, training, equipping, exercising, evaluating, and taking corrective action.
- **Response** is the coordination and management of resources in an all-hazards approach with measures taken for life, property, and environmental safety.
- **Recovery** is the group of activities to restore critical community functions and begin to manage stabilization efforts.
- **Mitigation** is the effort to reduce the loss of life and property by lessening the impact of disasters and emergencies.

Figure 50: Phases of Emergency Management



Community-Wide Risks

Every community has risks that are unique to that community. These risks can include natural hazards associated with climate and topography, population and demographics, technological and human-caused hazards, types of structures and their intended uses, and the type of service and transportation infrastructure. The MFD acknowledges there are hazards in the community, that these hazards pose a risk to life and property, that these hazards vary in likelihood and impact, both on the community and the agency, and that these risks directly influence the fire department planning and response activities.

The MFD has expanded the basic risk analysis process to match the “all hazards—all risk” methodologies common to emergency management. In addition to the traditional characteristics of likelihood and community impact, this approach provides qualitative data about the probability and consequences of an incident for both natural hazards and technological/human-caused hazards.

⁹ National Planning Frameworks, U.S. Department of Homeland Security, FEMA, 2018. Retrieved from: <https://www.fema.gov/whole-community#>.

The MFD conducted a risk assessment in 2018. This was a detailed risk assessment of potential hazards and risks the City of Moberly could expect and provides mitigation plans for the community as a whole. The very detailed plan outlines the hazard profiles, analysis, and vulnerability of the surrounding area as well as the City of Moberly. Furthermore, the county participates in the *Missouri State Hazard Mitigation Plan, 2018*.

Only a summary of each risk is provided in this report to limit repetition and ensure consistency with the *Missouri State Hazard Mitigation Plan*.¹⁰ ESCI recommends that all MFD officers and personnel review the *Missouri State Hazard Mitigation Plan* and the *MFD Risk Assessment* to understand the fire department's role for each hazard included.

The City of Moberly is subject to a variety of community-wide risks.¹¹ The most common of these are:

- Floods/High Water
- Severe winter storms
- Hurricanes
- Tornados/High winds
- Extreme Heat
- Winter Storms
- Wind Storms
- Hail/ Icy conditions

Each of these, along with all other hazards, is discussed in more detail later in this section.

History of Hazards and Vulnerabilities

The City of Moberly is located in Randolph County. Since 1953, the number of federally-declared disasters in Randolph County (17) are 26 percent lower than the Missouri County average (23).¹² The United States average is (15). The cause for each of these declarations is shown in the next figure. Although these declarations may not have affected the City of Moberly directly, they are an indication of the hazards present throughout the county.

The Federally-Declared disasters from 1953 until 2021 are listed in the following figure.

¹⁰ *Missouri State Hazard Mitigation Plan, 2018*

¹¹ *Ibid.*

¹² *FEMA Disaster Declarations Summary - Open Government Dataset, U.S. Department of Homeland Security, last updated March 20, 2022. Retrieved from: <https://www.fema.gov/openfema-data-page/disaster-declarations-summaries-v2>*

Figure 51: Federally-Declared Disasters, 1953 to 2021¹³

Type	Randolph County	
	Number	Percentage
Hurricane/Tropical Storm	1	6%
Severe Ice Storm	3	18%
Flood	1	6%
Severe Storm	9	52%
Drought	1	6%
Biological	2	12%
Total	17	100.0%

In addition to the federally declared disasters mentioned above, there have been about 3,082 other extreme weather events within 50 miles of the city from 1950 to 2010. These extreme weather events are defined as Blizzard, Cold, Dense Fog, Drought, Flood, Hail, Heat, Heavy Snow, High Surf, Hurricane, Ice Storm, Landslide, Strong Wind, Thunderstorm Winds, Tropical Storms, Wildfire, Winter Storms, Winter Weather, and other non-specified. Over 84 percent of these events were categorized primarily as Thunderstorm Winds (34%), Hail (38%), or Flood (12%).¹⁴

Climate-Related¹⁵

In Moberly, the summers are warm, humid, and wet; the winters are very cold, snowy, and windy; and it is partly cloudy year-round. Over the course of the year, the temperature typically varies from 22°F to 87°F and is rarely below 4°F or above 96°F. The hot season lasts for 3.6 months, from May 29 to September 18, with an average daily high temperature above 77°F. The hottest month of the year in Moberly is July, with an average high of 87°F and low of 68°F. The cold season lasts for 3.0 months, from November 28 to February 27, with an average daily high temperature below 48°F. The coldest month of the year in Moberly is January, with an average low of 22°F and high of 38°F.

A wet day is one with at least 0.04 inches of liquid or liquid-equivalent precipitation. The chance of wet days in Moberly varies throughout the year. The wetter season lasts 6.4 months, from March 24 to October 3, with a greater than 26 percent chance of a given day being a wet day. The month with the most wet days in Moberly is May, with an average of 11.9 days with at least 0.04 inches of precipitation.

¹³ FEMA Disaster Declarations Summary - Open Government Dataset, U.S. Department of Homeland Security, last updated February 25, 2021. Retrieved from: <https://www.fema.gov/data-visualization/disaster-declarations-states-and-counties>

¹⁴ Natural Disasters and Extremes, USA.com. Retrieved from: <http://www.usa.com/moberly-mo.htm>

¹⁵ <https://weatherspark.com/y/10962/Average-Weather-in-Moberly-Missouri-United-States-Year-Round>

The drier season lasts 5.6 months, from October 3 to March 24. The month with the fewest wet days in Moberly is January, with an average of 4.1 days with at least 0.04 inches of precipitation. Among wet days, we distinguish between those that experience rain alone, snow alone, or a mixture of the two. The month with the most days of rain alone in Moberly is May, with an average of 11.9 days. Based on this categorization, the most common form of precipitation throughout the year is rain alone, with a peak probability of 40 percent on May 18. To show variation within the months and not just the monthly totals, we show the rainfall accumulated over a sliding 31-day period centered around each day of the year. Moberly experiences significant seasonal variation in monthly rainfall. Rain falls throughout the year in Moberly. The month with the most rain in Moberly is May, with an average rainfall of 4.3 inches. The month with the least rain in Moberly is January, with an average rainfall of 0.9 inches.

As with rainfall, we consider the snowfall accumulated over a sliding 31-day period centered around each day of the year. Moberly experiences some seasonal variation in monthly snowfall. The snowy period of the year lasts for 4.2 months, from November 15 to March 22, with a sliding 31-day snowfall of at least 1.0 inches. The month with the most snow in Moberly is January, with an average snowfall of 3.5 inches. The snowless period of the year lasts for 7.8 months, from March 22 to November 15. The least snow falls around July 26, with an average total accumulation of 0.0 inches.

The wind experienced at any given location is highly dependent on local topography and other factors, and instantaneous wind speed and direction vary more widely than hourly averages. The average hourly wind speed in Moberly experiences significant seasonal variation over the course of the year. The windier part of the year lasts for 7.3 months, from October 12 to May 21, with average wind speeds of more than 9.5 miles per hour. The windiest month of the year in Moberly is March, with an average hourly wind speed of 11.6 miles per hour. The calmer time of year lasts for 4.7 months, from May 21 to October 12. The calmest month of the year in Moberly is August, with an average hourly wind speed of 7.5 miles per hour.

Hazard Classification

A *hazard* is “a condition that presents the potential for harm or damage to people, property, or the environment.” For convenience, hazards are often grouped into one of two categories: natural or technological/human-caused.

- Natural hazards are hazards that result from acts of nature;
- Technological/Human-caused hazards are hazards that result from accidents or failures of systems and structures; or from the actions of people, both accidental and intentional.

Natural Hazards

Natural hazards are hazards that result from acts of nature and could include any of the following.¹⁶

¹⁶ CPG 201: *Threat and Hazard Identification and Risk Analysis Guide—Second Edition*, U.S. Office of Homeland Security, FEMA, August 2013.

- Avalanche
- Animal Disease Outbreak
- Biological Event
- Dam/Levee Failure
- Drought
- Earthquake
- Erosion
- Expansive Soil
- Extreme Heat
- Flood
- Hurricane/Tropical Storm
- Landslide/Sinkhole
- Lightning
- Severe Winter Storm
- Thunderstorm/Hail
- Tornado/Severe Winds
- Tsunami
- Volcanic Eruption
- Wildfire

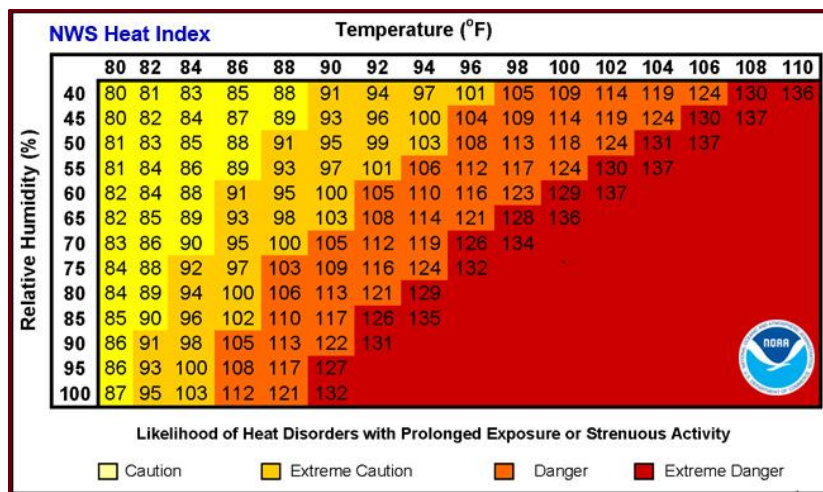
Some of these hazards are more prevalent than others in Moberly. Those hazards that are most prevalent are expanded on briefly in an effort to highlight them for consideration. The *Missouri State Hazard Mitigation Plan* and the *MFD Risk Assessment* both have very detailed analysis of the potential hazards for Moberly and the surrounding region.

Extreme Heat

Extreme heat is characterized by a combination of exceptionally high temperatures and humidity. When these conditions persist over a period of time, they can damage buildings and facilities but present a more significant threat to the safety and welfare of residents. Extreme heat is a common occurrence in summer months and residents are prepared and practiced in mitigating risk. The main concern with an extreme heat event is that it could be a precursor for other hazards, such as drought. The NWS definition of a heat wave is a period of abnormally and uncomfortably hot and unusually humid weather, typically lasting two or more days.

Missouri has suffered through vicious heat waves throughout history, particularly during the decades of the 1950s, 1976, and now more recently beginning in 2010. There were 250 deaths in Missouri from 2010 to 2019 from hyperthermia. In some cases, the heat can be accompanied by severe drought, causing massive agricultural impacts and stress to local water supplies.

Figure 52: National Weather Service Heat Index



Floods

Floods are the most prevalent hazard in the United States. A flood is defined as “two or more acres of dry land, or two or more properties, that are covered by water temporarily.” There are three types of flooding that occur in Moberly: river flood, inland (or sheet) flooding, and flash floods.

- A **river flood** occurs when water levels rise over the top of riverbanks due to excessive rain or persistent thunderstorms over the same area for extended periods of time.
- **Inland flooding**, or sheet flooding, occurs when moderate precipitation accumulates over a large area over several days, with periods of intense precipitation over a short period.
- **Flash floods** are usually characterized by raging torrents after heavy rains that rip through riverbeds and urban streets. A flash flood is caused by heavy or excessive rainfall in a short period of time, generally less than six hours.

Residents living in flood zones should be informed of the risks. During the planning process, MFD must consider station location and relocations in relation to flood zones. Flood zone and flood insurance information should be part of the public education process to ensure flood awareness and actions residents need to take to ensure readiness.

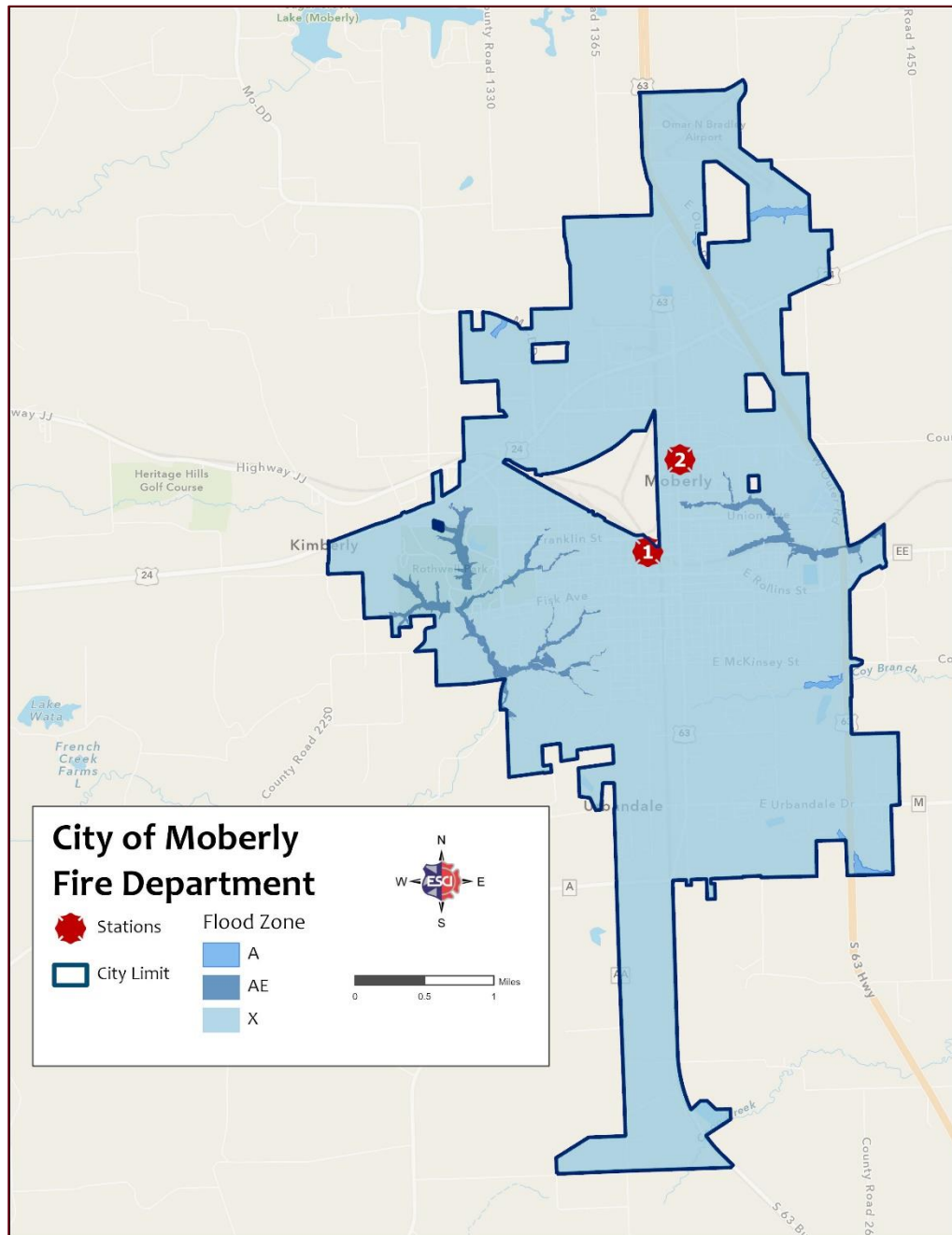
During a flood event, MFD personnel may respond to incidents that may involve water, possibly requiring intervention by specialty-trained technical rescue personnel or teams. In addition, after the flood, EMS-related incidents will increase as injuries and medical conditions occur. [Figure 53](#) is a summary of flood zone risks.

Figure 53: Summary of Flood Zone Risks

Zone	Risks
A Zone AE Zone AO Zone	<ul style="list-style-type: none"> • High Special Flood Hazard Area (SFHA) • Flood-prone building codes apply • Flood insurance is mandatory for most mortgage holders • A Zone: 100-year floodplain, with no Base Flood Elevations (BFEs) determined • AE Zone: 100-year floodplain, with Base determined • AO Zone: 100-year floodplain with sheet flow, BFEs determined
B, C, and X	Less than 1% chance of flooding each year
D	Possible but undetermined flood hazards
VE Zone, V1-V30	<ul style="list-style-type: none"> • High Special Flood Hazard Area (SFHA) • Flood-prone building codes apply • 100-year floodplain with wave action, no base flood elevation determined

Flood zones are geographic areas that FEMA has defined according to varying levels of flood risk. Each zone reflects the severity of impact or type of flooding in the area.

The following figure shows the City of Moberly in relation to the 100-year floodplain.

Figure 54: FEMA 100-Year Floodplain within the City of Moberly

Hurricane/Tropical Storm

Hurricanes are a high weather-related risk for Moberly putting the area at risk for hurricane-related damage from wind, rain, and flooding. While Moberly is considered to be in a low-risk hurricane area for direct impacts, the State of Missouri is very susceptible to residual weather associated with hurricanes after they make landfall. The city has experienced four major Hurricanes since 1930 but has suffered from the weather associated with several others. The most recent was Hurricane Isaac in 2012.

Hurricanes are measured on a Saffir-Simpson Hurricane Wind Scale. [Figure 55](#) illustrates the categories and typical damage associated with wind speeds.

Figure 55: Saffir-Simpson Hurricane Wind Scale

Scale	Wind Estimate	Typical Damage
Category 1	74–95	Very dangerous winds will produce some damage: Well-constructed frame homes could have damage to roof shingles, vinyl siding, and gutters. Large branches of trees will snap, and shallowly rooted trees may be toppled. Extensive damage to power lines and poles likely will result in power outages that could last a few to several days.
Category 2	96–110	Extremely dangerous winds will cause extensive damage: Well-constructed frame homes could sustain major roof and siding damage. Many shallowly rooted trees will be snapped or uprooted and block numerous roads. Near total power loss.
Category 3 (Major)	111–129	Devastating damage will occur: Well-built framed homes may incur major damage or removal of roof decking and gable ends. Many trees will be snapped or uprooted, blocking numerous roads. Electricity and water will be unavailable for several days to weeks after the storm passes.
Category 4 (Major)	130–156	Catastrophic damage will occur: Well-built framed homes can sustain severe damage with loss of most of the roof structure and/or some exterior walls. Most trees will be snapped or uprooted and power poles downed. Fallen trees and power poles will isolate residential areas. Power outages will last weeks to possibly months. Most of the area will be uninhabitable for weeks to months.
Category 5 (Major)	157 or higher	Catastrophic damage will occur: a high percentage of framed homes will be destroyed, with total roof failure and wall collapse. Fallen trees and power poles will isolate residential areas. Power outages will last for weeks to possibly months. Most of the area will uninhabitable for weeks to months.

Hurricanes have many days of warning before the effects of the storm are encountered allowing time to prepare before the storm. Damage from a hurricane can be widespread and affect each area of the city differently (wind, tornado, flooding, etc.).

First responders must have a planned response for hurricanes, including facilities that withstand the effects of winds and flooding and additional staffing to handle long operational working hours. First responders must be placed in protected areas during the hurricane's impact. After the storm, MFD resources must be available to begin rescue efforts.

Thunderstorms/Hail

The National Weather Service defines a severe thunderstorm as "a storm that has winds of at least 58 mph (50 knots), and/or hail at least 1-inch in diameter." Severe thunderstorms also can be capable of producing a tornado. Straight-line winds are often responsible for wind damage associated with a severe thunderstorm. Downbursts or microbursts are examples of damaging straight-line winds. Wind speeds in some of the stronger downbursts can reach 100 to 150 miles per hour.

Severe thunderstorms produce precipitation in the form of irregular pellets or balls of ice that combine and fall with rain. The size of hailstones is a direct correlation of the severity and size of the storm.

High-velocity updraft winds are required to keep hail in suspension in thunderclouds. Generally, the higher the strength of the updraft, the longer the suspension time and hailstone size. Due to the unpredictable nature of hailstorms, it is impossible to determine the exact area of their future occurrence. Thus, the entire City of Moberly is equally subject to thunderstorms, with accompanying lightning and hail. Large-size hail would cause major impacts to the community, causing severe roof damage and serious risk of injuries.

Tornado/Severe Winds

A tornado is defined as a rapidly rotating vortex or funnel of air extending groundward from a cumulonimbus cloud. Most of the time, vortices remain suspended in the atmosphere. Produced from powerful thunderstorms, tornadoes can cause fatalities and devastate neighborhoods in seconds. A tornado appears as a rotating, funnel-shaped cloud that extends from a thunderstorm to the ground, with winds that can reach 300 miles per hour. A total of 59 historical tornado events that had recorded magnitude of 2 or above found in or near Moberly, MO.¹⁷

¹⁷ *Natural Disasters and Weather Extremes and Historic Tornado Events, Moberly, MO. Retrieved from: <http://www.usa.com/moberly-mo-natural-disasters-extremes.htm>*

Figure 56: Tornado Intensity, Enhanced Fujita Scale¹⁸

Designation	Wind Speed, mph	Typical Damage
EF-0	65–85	Minor or no damage. Peels surface off some roofs; some damage to gutters or siding; branches broken off trees; shallow-rooted trees pushed over. Confirmed tornadoes with no reported damage (i.e., those that remain in open fields) are always rated EF-0.
EF-1	86–110	Moderate damage. Roofs severely stripped; mobile homes overturned or badly damaged; loss of exterior doors; windows and other glass broken.
EF-2	111–135	Considerable damage. Roofs torn off well-constructed houses; foundations of frame homes shifted; mobile homes completely destroyed; large trees snapped or uprooted; light-object missiles generated; cars lifted off ground.
EF-3	136–165	Severe damage. Entire stories of well-constructed houses destroyed; severe damage to large buildings such as shopping malls; trains overturned; trees debarked; heavy cars lifted off the ground and thrown; structures with weak foundations are badly damaged.
EF-4	166–200	Devastating damage. Well-constructed and whole frame houses completely leveled; cars and other large objects thrown and small missiles generated.
EF-5	> 200	Extreme damage. Strong-framed, well-built houses leveled off foundations are swept away; steel-reinforced concrete structures are critically damaged; tall buildings collapse or have severe structural deformations; some cars, trucks, and train cars can be thrown approximately 1 mile (1.6 km).

Severe Winter Storms

Severe winter weather can be a variety of precipitation that forms at low temperatures such as heavy snowfall, sleet, or ice. Many winter storms give rise to exceptionally heavy rain and widespread flooding. Conditions worsen if the precipitation is frozen. The biggest concern to the planning area is maintaining power to structures, as winter weather may cause disruptions. The other concern is the citizen's inexperience in preparing for, and driving in, severe winter weather events. Always, there is the risk of low temperature and wind chill from an EMS standpoint in terms of reduced body temperature and frostbite.

¹⁸ The Enhanced Fujita Scale, compiled from multiple sources, Wikipedia. https://en.wikipedia.org/wiki/Enhanced_Fujita_scale.

Technological/Human-Caused Hazards

Note that intentional actions are always deliberate; however, the intent may differ, *i.e.*, a similar-sized action may be planned, careless, reckless, or with the intent to cause harm. In careless or reckless acts, or those that are poorly planned or executed, the outcome may have unintended consequences. Regardless, the potential for injury or damage exists. Typical types of technological/human-caused hazards are listed below.

- Airplane Crash
- Communications failure or cyber-Incident
- Dam/Levee Failure
- Fire or Explosion
- Hazmat/CBRNE Release
- Industrial/Mine Incident
- Infrastructure failure
- Medical Emergency
- Pandemic/Epidemic
- Pipeline Emergency
- Power Failure
- Structure Collapse
- Technical Rescue
- Terrorist Threat
- Train Derailment
- Urban Conflagration
- Workplace Violence

Communications/Infrastructure Failure

Infrastructure is the basic facilities and services needed for a community. The City of Moberly infrastructure includes roads, wastewater treatment plants, water and wastewater pipes, power plants, electrical lines, bridges, an airport, railroads, and schools. Infrastructure also includes telecommunications equipment, which, if impacted, may cause a communications failure. A communications failure is the interruption or loss of communications systems, including transmission lines, communications satellites, and associated hardware and software necessary for the communications system to function. It can include telecommunications, radio, and information technology failures. A communications failure may be the result of an equipment failure, human act (deliberate or accidental), or the result of another hazard event.

Nearly every aspect of modern life is dependent on digital infrastructure. A communications or infrastructure failure can impact critical infrastructure services, such as emergency services, utility services, water services, and telecommunications. Failures can result in a 911 or emergency warning system failure, a delay of response times by emergency service providers, and has the potential to impact the entire community.

Cyber Infrastructure Incidents

Cyber infrastructure includes electronic information and communications systems, and the information contained in those systems. Computer systems, control systems such as Supervisory Control and Data Acquisition (SCADA) systems, and networks such as the Internet are all part of cyberinfrastructure.¹⁹ Effectively securing the Nation's critical infrastructure requires investments in network resiliency as well as cyber infrastructure protection because of the pervasiveness of information technology (IT) and cyber networks systems in nearly every aspect of society. As all levels of government now rely on cyber networks and assets to provide national security, public safety, and economic prosperity, their operations depend on information systems that are maintained, protected, and secured from exploitation and attack.

Fire or Explosion

Fire is "a rapid oxidation process, which is a reaction resulting in the evolution of light and heat in varying intensities." An explosion is "the sudden conversion of potential energy (chemical or mechanical) into kinetic energy with the production and release of gases under pressure, or the release of gas under pressure. These high-pressure gases then do mechanical work such as moving, changing, or shattering nearby materials."

Fires are most likely to occur in residential structures due to careless acts involving cooking or smoking. The frequency of fires or explosions in large or high-risk structures is low due to fire-resistive construction and other fire protection systems; however, the potential impact may be serious. The full involvement of these structures is rare but may require special extinguishment techniques or the use of mutual aid from neighboring communities. An urban conflagration fire is a fire where multiple buildings or structures are involved. The risk of an urban conflagration in the City of Moberly is unlikely, but the potential impact could be substantial.

Hazardous Materials Release

Hazardous materials mean a substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has designated as hazardous under section 5103 of Federal hazardous materials transportation law (49 U.S.C. 5103). The term includes hazardous substances, hazardous wastes, marine pollutants, elevated temperature materials, materials designated as hazardous in the Hazardous Materials Table²⁰, and materials that meet the defining criteria for hazard classes and divisions in part 173 of that subchapter.

A release of hazardous materials can occur throughout the City of Moberly, either during transport or while in production, use, packaging, or storage in a fixed facility. Thus, an incident involving hazardous materials could occur at any fixed site, including industrial, commercial, public, or residential locations.

¹⁹ *National Infrastructure Protection Plan (NIPP)*, 2016

²⁰ 49 CFR 172.101

A release could also occur along any transportation route. In the City of Moberly, the greatest potential for a release over-the-road transportation would be along the primary transportation corridors—Highways 24 and 63. The greatest potential for a release during rail transportation would be along the route of the Norfolk Southern Railway running west toward Kansas City, Missouri and east toward Hannibal, Missouri. Norfolk Southern also runs south between Moberly and St. Louis, Missouri (via Centralia and Mexico, MO). Moberly was once the northern terminus of the Missouri-Kansas-Texas Railroad that ran between Moberly and Boonville, Missouri. A release of hazardous material could also occur along the route of any of the gas transmission, distribution, or service lines that lie underground throughout the City of Moberly.

Medical Emergency

A medical emergency usually involves an emergency medical services (EMS) response, i.e., pre-hospital medical care, typically delivered on-site by trained specialists, with transport by ground ambulance. Common responses include sick calls, vehicular incidents, difficulty breathing, injuries due to trauma, and heart attacks. The number of patients is usually small, and symptoms are within the capabilities of first arriving units. Some calls require only first aid; others require basic life support (BLS) or advanced life support (ALS). Overall, EMS responses accounted for over 52.3 percent of all MFD calls for service during the 2018-2021 time period.

Mass casualty trauma calls involve multiple patients and require additional units. Mass casualty responses are most often associated with commercial bus, aircraft, or passenger train crashes; release of hazardous materials in a congested area (including a deliberate chemical attack); or evacuations of schools, office buildings, shopping centers, hospitals, or other health care facility. A mass casualty incident would cause minor to major impacts on the community; even though that type of incident is rare. On the other hand, medical emergencies are highly likely to occur, with a limited to minor impact on the community.

Power Outage

A power outage is defined as any interruption or loss of electrical service caused by disruption of power transmission, which may be the result of an accident, sabotage, natural hazards, or equipment failure. A significant power failure is defined as any incident of a long duration, which would require the City of Moberly to provide food, water, heating, cooling, or shelter.

Power outages in the City of Moberly are usually localized and the result of a natural hazard involving high winds and or ice storms. As days get warmer in summer months, temperatures rise, and demand for energy on the grid will increase, therefore increasing the vulnerability of the power providers in Moberly. An extended power outage could become a cascading event that may cause impacts from extreme heat.

Structural Collapse/Technical Rescue

Structural collapse hazards are predominantly a problem in mature communities where several large structures predating modern building codes (built before 1970) are still in use by the public, or conversely, abandoned buildings or buildings under construction that have not been secured. A structural collapse usually occurs when a building or structure collapses due to engineering or construction problems, metal fatigue, changes to the load-bearing capacity of the structure, human operating error or intentional act, or other causes such as severe weather. Other types of technical rescue include the specialized rescue of victims from vehicles, elevators, rising water, confined spaces, elevated spaces (high-angle), or similar environments.

Terrorism

According to the Homeland Security Act of 2002, terrorism is defined as “activity that is dangerous to human life or potentially destructive of critical infrastructure or key resources.” There are different types of terrorism defined by the motivation behind attacks. There are also different methods and tactics that terrorists use in their attacks, such as assassination, explosives, radiological threats, radicalization, chemical threats, biological threats, active shooters, infrastructure threats, arson, kidnapping, and cyber threats.

At-Risk Populations

The demographics of the population can affect the amount of service demand and the nature of risk within a community. In urban cities, several factors have been identified that place groups of people at risk. Reports by the U.S Fire Administration²¹ and NFPA²² has identified the groups that face a higher risk of being injured or killed in a fire as:

- Males
- Children under 5 years of age
- Older Adults over 65 years of age
- People with disabilities
- People with a language barrier
- People in low-income communities

According to the latest Census Bureau estimate, with exception of the male category listed above only a small number of the residents of the Moberly service area are in one or more at-risk population groups. This segment of the population is more likely to use fire department services, especially emergency medical services (EMS), than other population groups.

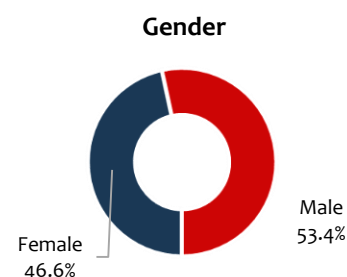
²¹ "Fire Risk in 2015," U.S. Fire Administration, September 2017, Volume 18, Issue 6; Retrieved from https://www.usfa.fema.gov/downloads/pdf/statistics/v18i6.pdf?utm_source=website&utm_medium=pubsapp&utm_content=Fire Risk in 2015&utm_campaign=RID

²² <http://www.nfpa.org/public-education/by-topic/people-at-risk/urban-fire-safety/reports-and-presentations>

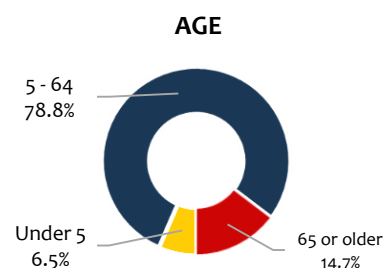
As discussed in the *Service Delivery and Performance* section, EMS incidents represent 52.3 percent of the total calls for service for the years 2018-2021. Older adults and individuals with lower incomes and no health insurance are more likely to use local EMS resources than individuals with health insurance and a personal physician. Further, quality of life issues and increased reliance on assisted living could affect service delivery and the number of resources required.

Selected demographics—age, sex, ethnicity, housing type, income level, primary language, education, health, and assessed property values—are shown in the following figures. Areas in blue are at lower risk, areas in yellow are at higher risk, and areas in red are at the highest risk.²³

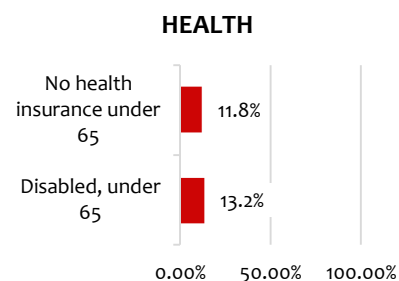
Gender: Males make up slightly less than half of the population; slightly more than half the population is female. Males, especially those under 25 YOA, are more prone to engage in risky activities and may require higher levels of emergency response. This is somewhat, but not completely, offset by complications during pregnancy. There is not a significant difference between the number of males and females living in Moberly.



Age: Senior citizens can have difficulty escaping from fire due to physical limitations. Quality of life issues and increased reliance on assisted living could affect service delivery and the number of resources required due to an increase in service demand for emergency medical services. The very young also represent a vulnerable population, both regarding their ability to escape a structure fire as well as their susceptibility to serious medical ailments such as asthma, traumatic events, choking, or injury from vehicular accidents. The percentage of seniors and young children in Moberly is a factor that increases community risk and service demand in the service area.



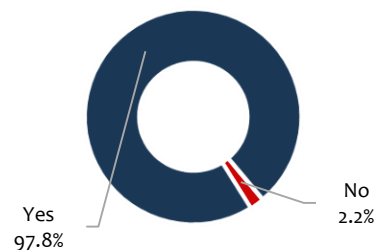
Disabilities: People living with a disability under 65 YOA may have difficulty or be incapable of self-preservation during an emergency. Thus, they may require a higher level of fire-rescue and EMS responses. Likewise, people under 65 years of age with no health insurance are more prone to chronic illness or exhibit poor physical condition simply because they do not seek treatment promptly. This, too, may lead to higher dependence on basic EMS care. Fortunately for Moberly these populations are low in percentage.



²³ U.S. Census Bureau, *Quick Facts and American Fact Finder*. Retrieved from: <https://www.census.gov>.

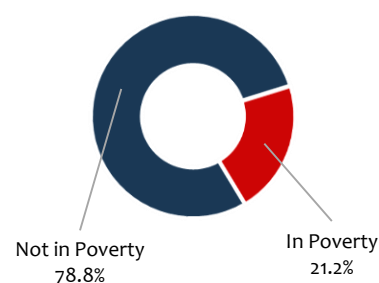
Language barrier: People may have cultural differences or language barriers that decrease the likelihood they would call for service or may affect their ability to communicate needs and concerns effectively. According to the NFPA, “Language barriers, cultural differences, and inexperience with unfamiliar home technologies are factors that mark the challenges of helping newcomers live safely from the threat of fire in the home.”²⁴ By itself, speaking a language other than English at home does not directly contribute to difficulties in communicating with others; however, if a person has difficulty speaking English, it may contribute to negative outcomes during an emergency.

SPEAK ENGLISH "VERY WELL," over 5 YOA



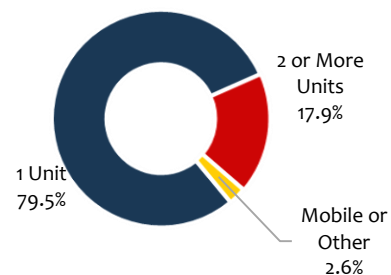
Low-income²⁵: Likewise, low-income people are more at risk from fire or medical conditions due to age or condition of housing level, inability to pay for routine medical care, lack of medical insurance, and general health conditions. Sometimes, lack of access to transportation leads to increased use of care and transport. Those living below the poverty line are the most at risk. Low-income is often combined with other factors such as education, disability, and work status. In rural communities, low-income residents may live far from treatment centers and require extended response times.

POVERTY



Housing type: Although housing type is not included in the NFPA at-risk categories, certain housing types, such as older multi-family units and mobile homes pose a higher risk due to potential loss of life or lack of fire protection features. Due to the nature of the community, there are a significant number of people living in apartments, dorms, or other non-traditional types. The proximity of these units to each other, combined with congested streets and on-street parking, suggests the potential for a large loss of life and property.

HOUSING TYPE



Another at-risk population group not included in the NFPA report is the **transient population**—people that are not residents of Moberly but are working, visiting, or passing through the service area. The department is often called to provide services for this population in addition to those offered to residents. Given these characteristics, Moberly has a transient population that travels into or through the service area for education, business or other purposes and far exceeds the actual resident population as calculated by census count alone. While these people are in the service area, their needs must be considered when planning for emergency responses.

²⁴ *Serving immigrant and refugee populations*, National Fire Protection Association, 2017. Retrieved from: <https://www.nfpa.org/Public-Education/Campaigns/Fire-Prevention-Week/Teaching-FPW/Serving-immigrant-and-refugee-populations>.

²⁵ *Low-Income as designated by the U.S Census Bureau*

Community Land Use Regulations

Future infrastructure requirements to sustain any growth in Moberly will be critical to property owners and coincides with zoning, subdivision regulations, and higher property values. Infrastructure will include roads, bridges, sewers, water, and fire hydrants. When examining the zoning of a jurisdiction, additional considerations are the impacts that new development and changes to existing structures may have on emergency response capabilities.

The activities that occur within a building or on an undeveloped property can often be used to begin the process of risk classification. This is normally associated with the occupancy rating or classification for the intended use. The use of zoning maps can provide permitted use information for each parcel identified by land use designation. Vacant lots and open land are often identified as a much lower risk than commercial or industrial occupancies because open areas lack the people and processes associated with emergency incidents. Fires in commercial occupancies often lead to higher dollar loss than many residential properties, and the long-term income loss affects the people employed by the business when it is destroyed and usually generate higher risk classifications.

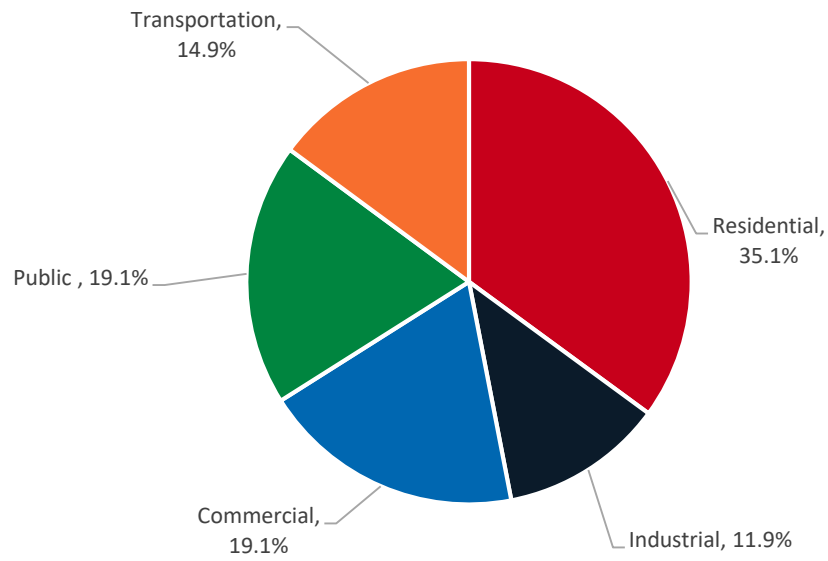
The following figure translates zoning to categories of relative fire and life risk.

Figure 57: Relative Fire and Life Risk

Relative Risk Category	Zoning
Low Risk	Areas zoned and used for agricultural purposes, open space, and very-low-density residential use
Moderate Risk	Areas-zoned for medium-density single-family properties, small commercial and office uses, low-intensity retail sales, and equivalently sized business activities
High Risk	Areas zoned for higher-intensity business districts, mixed-use areas, high-density residential, industrial, warehousing, and large mercantile centers

Often referred to as “Euclidean” zoning because of a 1926 court case in Euclid, Ohio that established its constitutionality Land use plans have provided the basis for traditional “single-use” zoning. Moberly’s current zoning ordinance, which follows this model, divides the city into four residential, three commercial, and two industrial zoning districts that vary by the intensity and impact of permitted uses.

The majority of Moberly’s land use pattern emerged from integrated transportation corridors and surrounding land characteristics. The City of Columbia has applied pressure with their development as well. About 35.1 percent of the land use within the jurisdiction is residential; 19.1 percent commercial; 11.1 percent industrial; 19.1 percent public (schools, parks and open space); and 14.9 percent transportation.

Figure 58: Moberly Current Land Use

Land Use Plan

In July of 2017 the City of Moberly adopted for use the *Moberly 2040 Comprehensive Plan*. A community land use plan to guide and direct growth and land use in the community. The *Moberly 2040 Comprehensive Plan* process drew hundreds of people who live, work, study, and play in Moberly to discuss issues vital to the city and build a vision for its future. From their work the plan created a land use map that outlined the acceptable categories for occupancies. The plan took a goal-oriented approach and was divided into four themes forming the body of the plan. Important to this study outlined in the plan are the goals for land use.

The City of Moberly has established the following five land use goals.

- Provide cost-effective services by promoting development that is compact and close to existing urbanized areas, while minimizing impacts on existing development, productive agricultural uses, and natural resources.
- Continue to develop Moberly as a safe, accessible community for residents and visitors.
- Provide for a variety of uses, services, and retail outlets which are convenient and attractive to consumers to strengthen the community's economic base.
- Promote an active and viable Downtown, while preserving its historical and cultural significance to Moberly.
- Promote variety, quality, and long-term viability in Moberly's residential development and redevelopment, focusing especially on infill development.

Occupancy Types by Land Use Designation

The Future Land Use Map (FLUM) depicts a snapshot into the future of the City's preferred future mix of land uses. The FLUM will generally guide the City of Moberly as to where shopping, houses, apartments, townhomes, offices, and parks should be located to the year 2040 as it strives to achieve the five established goals in the plan. The FLUM provides general guidance on how land can be used within the city, but it is Ordinance 9358 that legally establishes those permitted land uses and regulations for development.

The following figure reflects the established land use categories designated in the FLUM.

Figure 60: Moberly Land Use Categories

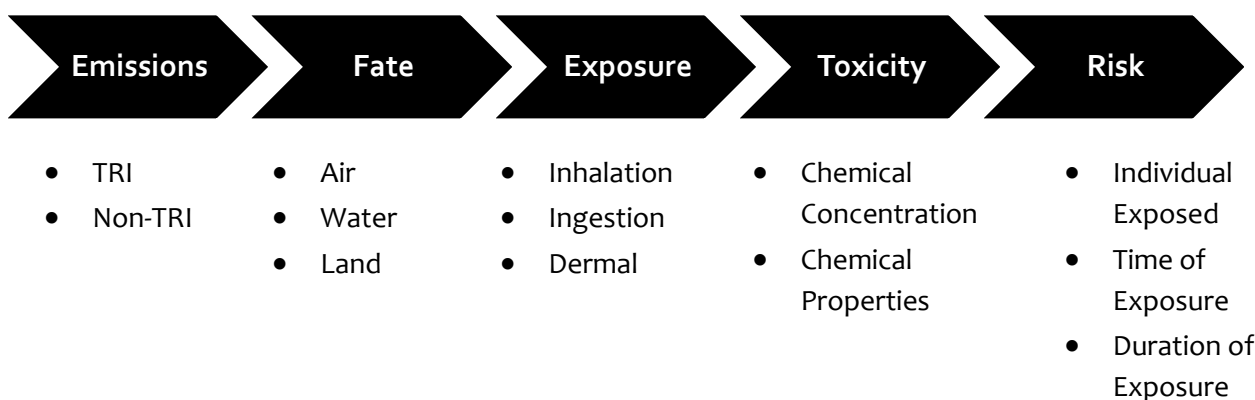
Land Use Categories		
Residential	Non-Residential	Mixed-Use
Single-Family	Non-Urban District	Central Business District
Two-Family	Agricultural District	General Commercial
Multi-Family	Business Park District	Industrial District
Manufactured Home Park		

Hazardous Substances and Processes

A federal law called the Emergency Planning and Community Right to Know Act (EPCRA) requires facilities in certain industries which manufacture, process, or use significant amounts of toxic chemicals, to report annually on their releases of these chemicals. The U.S. Environmental Protection Agency (EPA) maintains this information in a database called the Toxics Release Inventory (TRI). The toxic release files on the National Library of Medicine's® (NLM) Toxicology Data Network (TOXNET®) come from TRI. The reports contain information about the types and amounts of toxic chemicals that are released each year to the air, water, land, and by underground injection, as well as information on the quantities of toxic chemicals sent to other facilities for further waste management. Facilities with ten or more full-time employees that process more than 25,000 pounds in aggregate, or use greater than 10,000 pounds of any one TRI chemical, are required to report releases annually. Industries and businesses use chemicals to make products such as pharmaceuticals, computers, paints, clothing, and automobiles. Most chemicals are included on the Toxic Release Inventory (TRI) chemical list managed by industrial facilities to minimize releases into the environment. Unfortunately, releases still occur as part of business operations. It is the right of citizens to know what TRI chemicals are being used in Moberly as well as the management of, amounts released into the environment, and whether such quantities are increasing or decreasing over time.

The following figure shows the many factors that determine the human health risks resulting from exposure to chemicals.

Figure 62: Overview of Factors that Influence Risk



Missouri ranks 22th out of 56 states/territories nationwide for the number of total releases of TRI chemicals per square mile.²⁶ The Wilson Trailer Company and Central State Enterprises are the only facilities listed in the jurisdiction that require reporting of TRI chemicals. The information allows MFD to prepare and plan for the future.

²⁶ Environmental Protection Agency TRI National Analysis; retrieved from https://enviro.epa.gov/triexplorer/tri_factsheet.factsheet?pzip=65270&pyear=2020&pParent=TRI&pDataSet=TRIQ1

SECTION II:

Future System Demand Forecasts

POPULATION GROWTH PROJECTIONS

The study moves forward with an assessment of the future community conditions, service demand, and risks that the MFD can be expected to serve. ESCI conducted an analysis of community growth projections with particular emphasis on emergency service planning and delivery.

Population Growth Projection Analysis

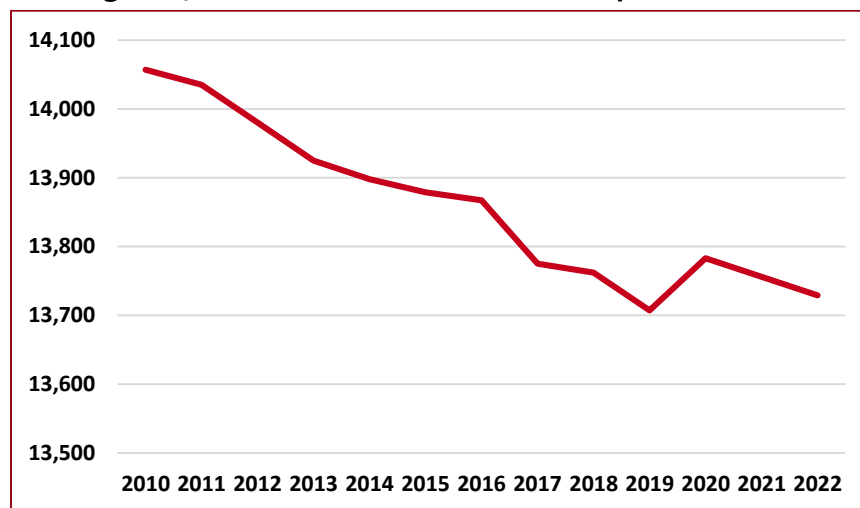
ESCI researched the historical and future projections from available comprehensive growth plans and the U.S. Census Bureau to develop an overview of historical population representations and future population expectations to provide decision makers with accurate estimates to aid the planning process. To start, some key terms need to be defined. *Natural increase* is defined by the U.S. Census Bureau as the rate of births minus deaths per 1,000 people and net migration is the rate of in-migrants minus out-migrants, both domestic and international, per 1,000 people. These numbers are used in conjunction with base population estimates to predict future population totals and reflect historical trends. When categorizing populations, rural counties have no urban center of 10,000 or more, micropolitan contains an urban center of 10,000 or more including the suburbs, and finally metropolitan includes central counties with an urban center over 50,000 people, plus outlying suburbs linked by commuting patterns.

Population History for Moberly

Since 2010, the population of Moberly has decreased annually and reached 13,783 in 2020. Moberly experienced a decrease of -1.77 percent annually according to the U.S Census Bureau. Currently the population for 2021 is estimated at 13,326. Surrounding areas also saw decreases in population. Randolph County experienced a decrease of 2.6 percent over the same period since 2010. The state population however, experienced a growth rate for the same period since 2010 of .28 percent.

The City of Moberly historical population totals is depicted in the following figure.

Figure 63: U.S. Census Bureau Historical Population Totals



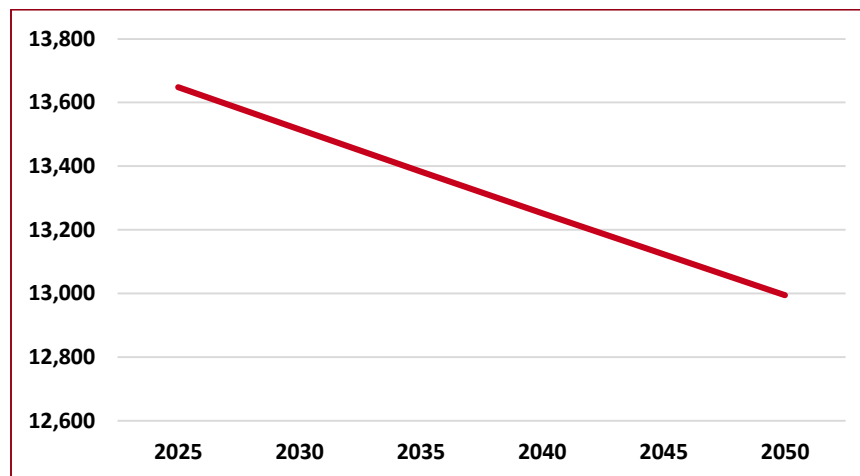
Census-Based Population Growth Projections

Population projections are estimates of the population for future dates. They are typically based on an estimated population consistent with the most recent decennial census. Projections illustrate possible courses of population change based on assumptions about future births, deaths, net international migration, and domestic migration. In some cases, several series of projections are produced based on alternative assumptions for future fertility, life expectancy, net international migration, and (for state-level projections) state-to-state or domestic migration.

ESCI considered the population growth projections offered by U.S. Census Bureau and predict the population could reduce to roughly 12,994 by 2050. These predictions use a -0.20 percent for average percentage change. This rate of decrease was derived by taking the total percentage of change and extracting an average percentage change for the previous ten-year period. Because the estimates are using an average rate of change for population changes actually experienced in Moberly may vary from the U.S. Census Bureau theoretical estimates.

The following figure represents the expected decrease in population Moberly can expect and should use for planning purposes.

Figure 64: Moberly Census Based Population Projections



The U.S. Census provides valuable guidance for local governments to begin their planning processes. The information allows community planning-based processes to tailor their plans to their specific communities.

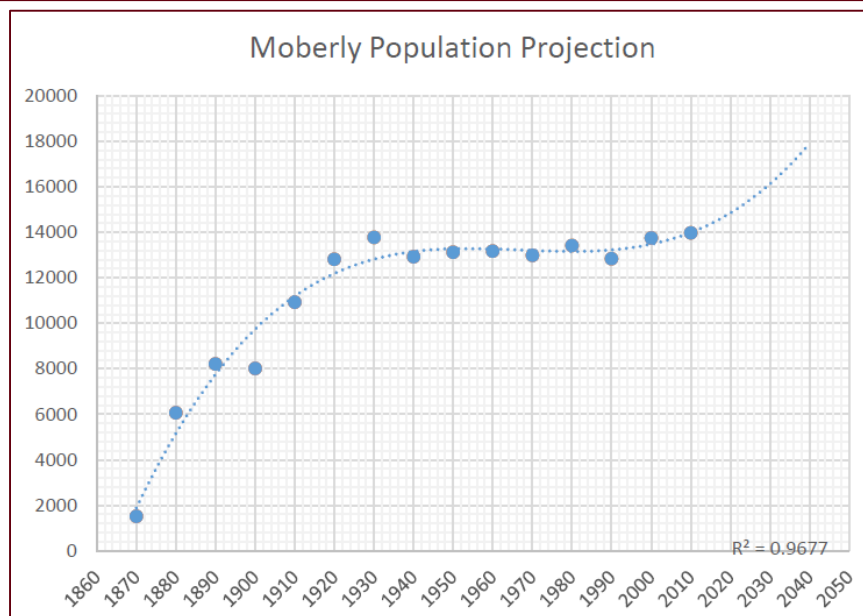
Community Planning-Based Population Growth Projections

The City of Moberly has developed a *2040 Comprehensive Plan* to address community growth. The plan was adopted in July of 2017 and continues to implement and work towards implementation of the initiatives outlined in the plan. The City of Moberly has also developed a FLUM for use when planning discussed earlier in the report. Planning documents like this *Station Location Study* provide additional information from subject matter experts to base community related decisions on.

The Moberly 2040 *Comprehensive Plan* provides additional community planning-based population projections. These population projections differ from those offered by the U.S Census Bureau.

Figure 65: 2040 Comprehensive Plan Community Population Projections²⁷

	2010	2015	2020	2025	2030	2035	2040
Natural Population Change	13,974	14,320	14,732	15,062	15,367	15,530	15,499
0.5% Annual Growth	13,974	14,327	14,689	15,060	15,440	15,830	16,229
1% Annual Growth	13,974	14,687	15,436	16,223	17,051	17,921	18,835
1.25% Annual Growth	13,974	14,869	15,822	16,836	17,915	19,063	20,285
1.37% Annual Growth	13,974	14,958	16,011	17,138	18,345	19,636	21,019



²⁷ Moberly 2040 *Comprehensive Plan* Population Projections

SERVICE DEMAND PROJECTIONS

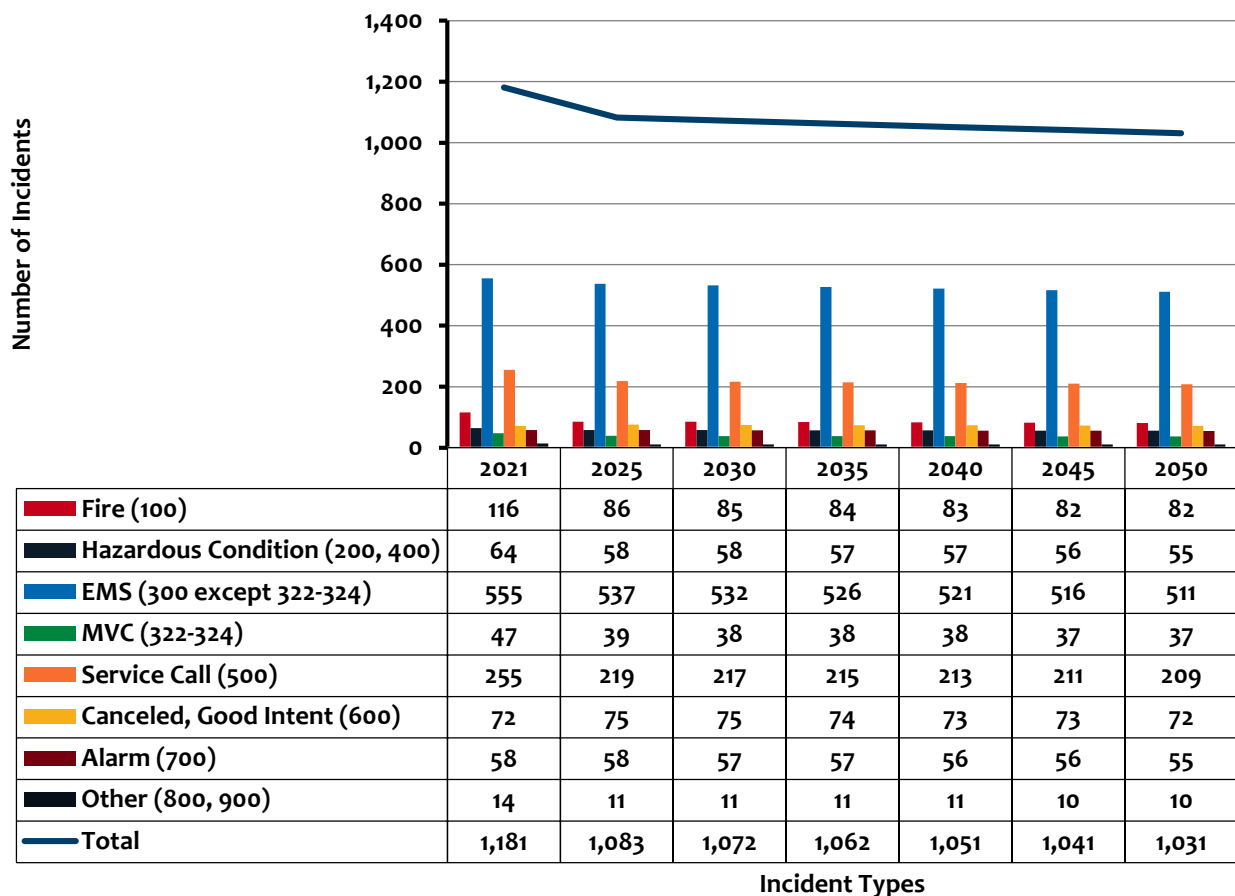
In evaluating the deployment of resources and staffing, it is imperative consideration be given to potential changes, such as population change, demographics, and economic activity, which can directly affect emergency workload. Changes in service demand might require changes and adjustments in the deployment of staffing, apparatus, and stations in order to maintain acceptable levels of performance.

Service Demand Projection Analysis

Future population and the activity of that population is a significant predictor of future service demand. All requests for EMS service are people driven. The National Fire Protection Association (NFPA) reports that approximately 70 percent of all fires are the result of people doing either something they should not do (i.e., illegal burning, misuse of ignition source) or not doing something they should have (i.e., failure to maintain equipment). It is reasonable to use future population change to predict future service demand.

The potential service demand predictions are listed in the following figure.

Figure 66: Service Demand Projections, 2025–2050



It is important to note that these projections are conservative based on the unknown impact of COVID-19 on calls for service during 2020 and the return demand for service post COVID-19 pandemic as the data is not available yet.

Impact of Aging Population on Service Demand

It is very likely that the existing population will continue to age in place. The increasing number of elderly populations will increase the demand for emergency medical services as the elderly population is a disproportionately greater user of these services. National medical industry studies suggest that patients over 65 years of age are three times more likely to access local emergency services than other age groups.

Figure 67: Moberly Service Demand for Aging Population 2020²⁸

Age	Male	Female	Total
Under 5 years:	435	453	888
5 to 9 years:	470	481	951
10 to 14 years:	484	264	748
15 to 19 years:	425	453	878
20 to 24 years:	591	336	927
25 to 29 years:	651	593	1,244
30 to 34 years:	627	292	919
35 to 39 years:	680	317	997
40 to 44 years:	452	461	913
45 to 49 years:	490	278	768
50 to 54 years:	352	306	631
55 to 59 years:	419	481	900
60 and 64 years:	543	385	928
65 and 69 years:	295	315	610
70 to 74 years:	123	315	438
75 to 79 years:	157	235	392
80 to 84 years:	74	201	275
85 years and over:	74	229	303

²⁸ U.S. Census Bureau retrieved from <https://data.census.gov/cedsci/table?q=1600000US2949034&tid=ACSS5Y2020.S0101> on 4/16/2022

The population for persons 65–84 years of age living in the city in 2020 was 2,018. Over the next ten years, assuming the current 55–74 years of age demographic stays in the city, this will become the 65–84-year-old cohort. This group will grow to 2,876 persons. In twenty years, the group which is currently 45–64 years of age will be the 65–84 years of age and will be 3,227 persons. In ten years, this age group will increase by roughly 42 percent and in twenty years this age group will increase by 60 percent.

The growth projection of an aging population over the next twenty years is illustrated in the following figure.

Figure 68: Projection of Aging Population 2020

Age	2020	2030	2040
65 to 84 years of age	2,018	2,876	3,227

It is reasonable to assume that demand for emergency medical services in this age group will increase proportional to the increase in size of the demographic. Since the service demand data for EMS calls is not stratified as to age, it is difficult to predict the exact impact on the number of calls. It is also impossible to know if whether as persons age they will remain in the city or move to other areas. Conversely, it may be that the individuals moving into the city may be disproportionately in the “over 65” demographics.

SECTION III:

Future System Delivery

MEASURING SYSTEM EFFECTIVENESS

ESCI evaluated the entire system regarding current station location and system performance metrics gathered during the evaluation to determine if the current system is poised to be able to handle the future expected demands. As with any emergency services system the ability to provide current service needs and prepare for future community needs becomes a delicate balancing act for government officials who ultimately are trusted with community funds generated for such purposes. These funds are all too often torn between competing priorities. Fire departments are faced with systems that often experience less fires than our previous generations but still require an appropriate level of preparedness “just in case” to prevent catastrophic results of potential emergencies.

It is imperative that nationally established standards are adhered to in order to ensure departments have the needed proof and backup to support their requests for the needed people, tools, and time to deliver these components of the system.

The key components of any system are listed in the following figure.

Figure 69: Measuring System Effectiveness



There is a direct relationship between available personnel and equipment and timing of their application in an emergency on fire department effectiveness. Increasing or decreasing one or more of these components can have a significant effect on the overall ability of the system to efficiently, safely and effectively mitigate an emergency incident. The following results of previous analysis provides policy-makers with both general information on how this occurs and specific information regarding the potential system needs and/or improvements for MFD.

PEOPLE

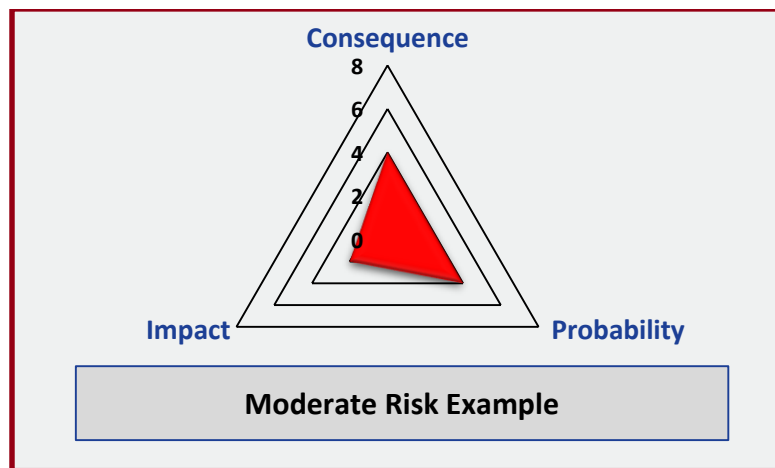
It takes an adequate and properly trained staff of emergency responders to put the appropriate emergency apparatus and equipment to its best use in mitigating incidents. Insufficient staffing at an emergency scene decreases the effectiveness of the response and increases the risk of injury to all individuals involved.

Critical Tasks, Risk, and Staffing Performance

The goal of any fire service organization is to provide adequate resources within a period of time to reasonably mitigate an emergency event. However, all emergency events inherently carry their own set of special circumstances and will require varying levels of staffing based upon factors surrounding the incident. Properties with high fire risk often require greater numbers of personnel and apparatus to mitigate the fire emergency effectively. MFD should make staffing and deployment decisions with consideration of the level of risk involved.

Risks are classified as low, moderate, high, or maximum where the department gages threats considering the probability of occurrence, and hazard, danger, or loss and measures it in consequence. These risk categories are based on a three-axis risk calculation method. This method allows an agency to assign a numeric value to each axis, which represents Probability, Consequence, and Impact. The surface of the area of the triangle helps to determine the magnitude of the risk. The higher the surface area the greater the risk score. The next figure is an example of a medium risk score—moderate risk.

Figure 70: Three-Axis Calculation Method Example



A community assesses its risks based on the preceding model. Specifically, the three factors as defined below.

- **Probability:** What is the likelihood that an incident will occur at the location?

- **Community Consequence:** What is the level of impact on the community an incident would have if the property were destroyed or deemed unusable? The consequence to the community is based on the loss of life or debilitating injury, the financial loss to the community, and the effect on community infrastructure.
- **Agency Impact:** What would be the potential impact of an incident at this location against the available operational forces of the fire department based on the critical tasks associated with the incident? Specifically, would an incident require a greater number of resources because of the property's characteristics, use, or location, and would this affect the department's ability to fulfill its mission in other areas?

Distribution Performance Criterion

A fire department's *distribution* is essentially the location of resources to ensure an initial intervention within the specific time frame identified in the community's performance goals. Tasks that must be performed at a fire can also be broken down into three key components: life safety, incident stabilization, and property conservation. Responder's base life safety tasks on the number of building occupants; and their location, status, and ability to take self-preservation action. Life safety-related tasks involve search, rescue, and evacuation of victims. The incident stabilization element involves delivering enough water to extinguish the fire and create an environment within the building that allows entry by firefighters. Property conservation comes from efficient confinement and extinguishment.

The number and types of tasks needing simultaneous action will dictate the minimum number of firefighters required to combat different types of fires. In the absence of adequate personnel to perform concurrent action, the commanding officer must prioritize the tasks and complete some in chronological order, rather than concurrently. These tasks include:

- Command
- Scene Safety
- Search and Rescue
- Fire Attack
- Salvage
- Water Supply
- Pump Operation
- Ventilation
- Backup/Rapid Intervention
- Environmental Protection

Critical Tasking

Critical tasks are those activities that must be conducted promptly by firefighters at emergency incidents to control the situation, to stop-loss, and to perform necessary tasks required for a medical emergency. The MFD is responsible for ensuring those responding companies are capable of performing all of the described tasks in a prompt, efficient, and safe manner. Critical tasking defines the minimum number of personnel needed by incident type. More personnel will be needed for incidents of increased complexity or size.

The next figure is from NFPA 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments* and illustrates the critical staffing for tasks associated with various types of structural fires as outlined in the standard.

Figure 71: Example of Tasks and Staff Required as defined from NFPA 1710²⁹

Task	Single-Family Dwelling ¹	Open-Air Strip Mall ²	Apartments ³	High-Rise ⁴
Command	1	2	2	2
Apparatus Operator	1	2	2	1
Handlines (2 members on each)	4	6	6	4
Support Members	2	3	3	
Victim Search & Rescue Team	2	4	4	4
Ground Ladders/Ventilation	2	4	4	
Aerial Operator (if ladder used)	(1)	(1)	(1)	
Initial Rapid Intervention Team ⁵	4	4	4	
Initial Medical Care Component		2	2	
Building Fire Pump Monitor (if equipped)				(1)
Hoseline—Floor Above Fire				2
Rapid Intervention Team				4
Accountability Officers (fire floor & floor above)				4
Evacuation Management Teams				4
Elevator Operations Manager				1
Incident Safety Officer				1
Interior Staging Manager				1
Member Rehabilitation				2
Vertical Ventilation Crew				4
Lobby Control				1
Transport Equipment				2
External Base Operations				1
EMS Crews with Transport ⁶				4
Total Required:	16 (17)	27 (28)	27 (28)	42 (43)

¹ Typical 2,000 ft., two-story single-family dwelling without a basement and no exposures.

² Typical open-air strip mall/shopping center ranging from 13,000–196,000 feet.

³ Typical 1,200-foot apartment within a three-story, garden-style apartment building.

²⁹ NFPA 1710: *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*, 2020.

⁴ Building with the highest floor greater than 75 feet above the lowest level of fire department vehicle access.

⁵ At a minimum, an initial rapid intervention crew (IRIC) assembled from the initial attack crew and, as the initial alarm response arrives, a full and sustained rapid intervention crew (RIC) established.

⁶ For Single-Family Dwellings: When the incident escalates beyond an initial full alarm assignment, or when significant risk is present to the members due to the magnitude of the incident, the Incident Commander shall request an EMS crew consisting of a minimum of two members to provide treatment and transport for injured members and civilians.

As a comparison—the next figure is an example of the staffing needs based CPSE recommendations based on fire risk classification.

Figure 72: Example of Critical Task Staffing Analysis (Firefighters Needed) Based on Risk³⁰

Task	Non-Structure Low Risk	Structure Moderate Risk	Structure High Risk	Structure Maximum Risk
Attack Line	2	2	4	4
Back-Up Line	(2)	2	2	
Support for Hose Lines/Water Supply		2#	3	
Ventilation		2	2	4
Search and Rescue		2	2	4
Forcible Entry/Support		2	2	
Standby/Rapid Intervention Team		2	2	4
Driver/Pump Operator	1	1	1	1
2nd Apparatus/Ladder Operator			1	
Command	1#	1	1	2
Communications/Safety		1	1	1
Accountability			1	
Rehabilitation				2
Building Fire Pump Monitor				(1)
Attack Line—Floor Above the Fire				2
Evacuation Management Teams				4
Elevator Operations Manager				1
Lobby Operations				1
Transport Equipment to Staging				2
EMS Crews				4
Division/Group Supervisors				4
Total	3–6	16–17	22	40–41

() indicates tasks may not be required at all incidents. # Indicates task may be completed concurrently with others.

³⁰ Adapted from "Community Risk Assessment and Standards of Cover," 6th edition; Center for Public Safety Excellence.

When reviewing the charts listed in [Figure 71](#) and [Figure 72](#) compared to the daily minimum staffing listed in [Figure 73](#) employed by MFD it is easy to see that they have the ability to handle the single-family residence. However, MFD will quickly become understaffed and unable to handle incidents of more complexity based on the tasks required to mitigate these events. These are events that are highly likely based on current completed projects and future land use approved projects under construction.

Figure 73: MFD Daily Minimum Staffing

MFD Daily Minimum Staffing	
Shift Captain	1
2 Engines	7
1 Trucks	0
Total Minimum Personnel	8

The first 15 minutes is the most crucial period in the suppression of a fire. How effectively and efficiently firefighters perform during this period has a significant impact on the overall outcome of the event. The first 15 minutes is also applicable to rescue and medical situations.

Critical tasks must be conducted promptly to control a fire or to treat a patient. Three scenarios of commonly encountered emergencies are routinely utilized by fire departments when conducting field validation and critical tasking: a moderate risk structure fire, a traffic collision with a trapped victim, and a cardiac arrest. Each scenario is conducted using standard operating procedures and realistic response times based on actual system performance. Each scenario is normally run multiple times with a variety of fire companies to validate and verify observations and times.

To further validate the analysis process, results are compared with records from actual working fires and similar incidents from previous years. Overall results are reviewed to determine if the actions taken within the early minutes of an incident resulted in a stop-loss or not, and if additional resources were required. The critical task analysis process demonstrates the rate in which the current deployment plan results in stopping loss a high percentage of time within initial critical time goals.

TOOLS

Delivering people and equipment to the scene of an emergency is another key component to measuring delivery system efficiency. In most cases the people and equipment arrive via specialized apparatus and/or fire department vehicle. A great deal of discussion is spent determining the location and siting of a fire station but the importance of reliable and adequate vehicles to travel the distance to the emergency must not be overlooked.

Apparatus Serviceability

Identifying and tracking the reliability and costs for maintaining expensive emergency apparatus are important aspects in ensuring prudent financial planning and emergency services delivery. Apparatus service-lives can be readily predicted based on factors including vehicle type, call volume, age, maintenance downtime, and maintenance costs.

NFPA 1901: *Standard for Automotive Fire Apparatus*, NFPA 1911: *Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Emergency Vehicles*, and NFPA 1912: *Standard for Fire Apparatus Refurbishing* are three specific standards that are used to inform and guide fire department leadership in the management and oversight of emergency services fleets through effective specification, purchase, refurbishment, maintenance, and retirement of fire apparatus.

For instance, as a general guideline, NFPA 1901: *Standard for Automotive Fire Apparatus* recommends placing fire apparatus 15 years of age or older into reserve status, and replacing apparatus 25 years or older. However, as mentioned previously, an apparatus's usage can have a significant effect and impact on the resource role during its life expectancy. This standard identifies the following objective criteria in evaluating fire apparatus lifespan:

- Vehicle road mileage.
- Engine operating hours.
- The quality of the preventative maintenance program.
- The quality of the driver-training program.
- Whether the fire apparatus was used within its design parameters.
- Whether the fire apparatus was manufactured on a custom or commercial chassis.
- The quality of workmanship by the original manufacturer.
- The quality of the components used in the manufacturing process.
- The availability of replacement parts.

ESCI supports Annex D of the NFPA 1901 standard as it relates to replacement schedules for heavy fire apparatus (engines, rescues, and ladder trucks). MFD's apparatus (engines, trucks (ladders), and specialty units) range in age from eight to twenty years, with an average age of 14 years. The oldest frontline units are Engine 304 (2002) and Ladder 301 (2006).

Apparatus Replacement Planning

Clearly, no piece of mechanical equipment or vehicle can be expected to last indefinitely. As apparatus age, repairs tend to become more frequent and more complex. Parts may become more difficult to obtain, and downtime for repair and maintenance increases. Given that fire protection, EMS, and other emergencies are so critical to a community, downtime is one of the most frequently identified reasons for apparatus replacement.

Figure 74 provides a useful guide for MFD by providing a formulaic approach to apparatus replacement as an additional option for determining replacement schedules. This chart is just one way to provide a consistent evaluation of vehicle replacement planning and was not used in the evaluation of MFD apparatus.

Figure 74: Apparatus Replacement Guide

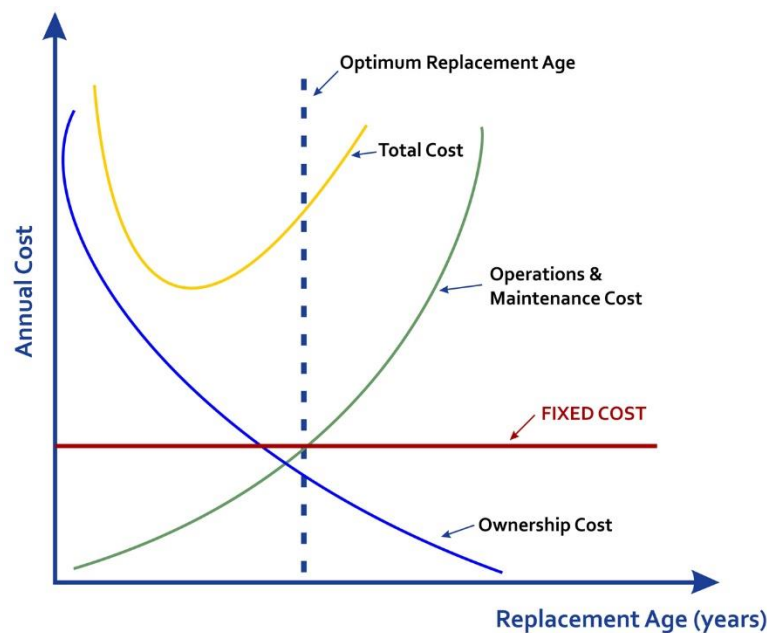
Evaluation Components	Points Assignment Criteria	
Age	One point for every year of chronological age, based on in-service date.	
Miles/Hours	One point for each 10,000 miles or 1,000 hours of operation.	
Service	1, 3, or 5 points are assigned based on the type of service unit. For instance, fire pumpers would be given a 5 because fire pumpers are classified as severe duty service.	
Condition	This category takes into consideration body condition, rust, interior condition, accident history, anticipated repairs, etc. The better the condition, the lower the points assigned.	
Reliability	Points are assigned as 1, 3, or 5 depending on the frequency that a vehicle is in the shop for repair. For example, a 5 would be assigned to a vehicle in the shop two or more times per month on average, while a 1 would be assigned to a vehicle in the shop an average of once every three months or less.	
Point Ranges	Condition Rating	Condition Description
Under 18 points	Condition I	Excellent
18–22 points	Condition II	Good
23–27 points	Condition III	Consider Replacement
28 points or higher	Condition IV	Immediate Replacement

Economic Theory of Apparatus Replacement

The *Economic Theory of Vehicle Replacement* is another conceptual model used to determine when a vehicle should be replaced. The theory states that, as a vehicle ages, the cost of capital diminishes and its operating cost increases. The combination of these two costs produces a total cost curve. The model suggests the optimal time to replace any piece of apparatus is when the operating cost begins to exceed the capital costs. This optimal time may not be a fixed point, but rather a time range.

The following figure is a graphic representation of the *Economic Theory of Vehicle Replacement*.

Figure 75: Economic Theory of Vehicle Replacement



Shortening the replacement cycle time window can result in optimal savings to the fire department. If an agency does not routinely replace equipment in a timely manner, the overall reduction in replacement spending can result in accelerated maintenance and repair expenditures. Fire officials, who assume that deferring replacement purchases is a good tactic for balancing the budget, need to understand two possible outcomes that may occur because of that decision:

- Costs are transferred from the capital budget to the operating budget.
- Such deferral may increase overall fleet costs.

Other potential impacts are delays in service delivery and lengthened response times because of a lack of apparatus to respond when experiencing mechanical issues or in need of repairs. Regardless of its net effect on current apparatus costs, the deferral of replacement purchases unquestionably increases future replacement spending needs. This may also impact operational capabilities and safe and efficient use of the apparatus. MFD has a significant unfunded apparatus replacement need regardless of which method for determining replacement is used. Having a reliable fleet is of the utmost importance when providing emergency services.

Fire Station Locations and Impacts of Modifications

When a community creates a fire department and builds its first fire station, a response time criterion is usually established. This response time anticipates that it applies throughout the area covered by the boundaries of that fire station. This is especially true when there is only one fire station and a small area to cover. Simply speaking, a central fire station is among the first public buildings created in most communities, no matter how small. As the community grows away from that fire station in incremental steps, the expectation is that the original fire station will still provide adequate coverage.

However, that expectation is problematic. The total area covered by a fire station may or may not be highly developed initially and is likely not even developed in a uniform manner. Even if a crew is available and capable of responding, it may not do so in a timely manner to some or any portions of its response area. Most fire departments begin as all volunteer departments; often for economic reasons. When population and service area increase, there is often pressure to add career staff and to consider adding additional stations in order to provide sufficient and timely response.

There are many variations on this theme. Older, established cities tend to be densely developed and smaller in dimension, but often annex new areas that may be less densely developed. Newer communities may be created from much larger areas than an initial fire station can cover and additional stations are needed. The bottom line for policy-makers is determining when to add fire stations and at what cost is a desired level of service to be achieved.

Response Failure

The contemporary method of measuring performance looks at incident response time as an indicator of levels of service. The way this is done is two-fold. The first is to measure the actual performance during emergencies; the second is to monitor the system to determine when the system fails to achieve the performance goals. This was done in the *Service Delivery & Performance* section of the report.

One point of caution – response time criterion should only be applied to calls that are emergency calls. When incidents are analyzed, the data should be reviewed to assure that non-emergency calls are not used when calculating performance. There are many calls for service that fire departments log as incidents that are non-threatening scenarios, and the responding companies will handle them on an as needed basis. To include these times in the analysis of emergency services tends to skew the outcome, leading to a false service indicator.

To understand when response failure occurs, we must first define what is being measured and how to measure the performance goal. For example, a basic question to be answered is whether a department is protecting the geographic location or mitigating the incident. Are we going to measure percentage of performance by first-due company or department wide? Generally, fire protection practitioners try to position fire stations to cover 90 percent of the ground in each first-due area, to provide overlap for concentration, redundancy for multiple calls, and for equity of access for customer service. It is economically impossible to cover 100 percent of the ground. MFD covers 64 percent of the service area within 1.5 miles of a fire station. Based on actual calls for service, a jurisdiction could strive for 80 to 90 percent of the calls for service within first-due and achieving ERF concentration total reflex measures.

If the measure for either area or incidents is set at 80 to 90 percent effectiveness, how much deviation from the performance measure is acceptable? For example, if a historical incident measure is at the 85th percentile, but the other five percent is covered in the next 60 seconds, is that acceptable?

Maybe yes, maybe no. It is important to understand that the values at risk, the type of unmet calls, and the total number of calls can combine to create a need. If the deficiency is only five percent (say 25 calls out of 500), the significance of the gap depends largely on the size of the data sample and on the amount of geographic area represented.

For example, if the performance requirement was to arrive at the scene of an emergency within five minutes of travel time, 90 percent of the time, this criterion could be applied to one year of response data to see if the goal was achieved. It should be noted that this criterion allows for 10 percent of the calls to be beyond the five minutes' travel time over a given reporting period. This provides flexibility in the assessment of coverage to cope with anomalies, such as extra-ordinary response conditions, responding from out of city, or for delays caused by simultaneous alarms.

This raises an additional question: Of the 10 percent overage, how many of the incidents are covered within the next 30 to 60 seconds? For example, MFD travel time in 2021 to incidents was less than 4 minutes to 73.13 percent of incidents, 4–8 minutes to 24.78 percent of incidents, 8–12 minutes to 1.34 percent of incidents and greater than 12 minutes to 0.75 percent of incidents. This is exemplary travel time for the community.

The first indication of a problem providing service is when a significant number of alarms exceeding the performance standard are documented. This may or may not be function of new growth. It could be the result of in-fill that causes a higher number of alarms than the department can service. This is especially true when alarms come in simultaneously.

Moreover, when areas are being developed that begin to extend travel times, they do not automatically become the source of new alarms. In fact, new construction often has a period of several years before adding to fire service demand. The same is not necessarily true from the perspective of emergency medical service since people drive EMS call demand.

Additional Fire Station or Response Resources

The question that many communities have to address is when is a fire station, additional response resource, or alternative response program required to meet time goals? Obviously, this has been answered in any community that has more than one fire station or response unit. The problem comes in finding a quantifiable threshold to determine that point for each specific situation, because it varies from community to community and even within a specific jurisdiction. The overall answer is part financial and part professional judgment. In fact, in the literature of the fire service today, there is very little definitive guidance on how this should be accomplished. Once the need has been established there are several factors to take into consideration. They consist of:

- Identifying areas with minimum coverage
- Identifying feasible locations for a new facility or response resource
- Evaluating those locations using specific criterion

The description in this document is based upon a growing body of knowledge acquired by ESCI and aimed at quantifying this process. What is unfortunate is that there is no universally acceptable algorithm. The fire protection planning process allows for an evaluation of potential loss as a result of deteriorating response times. One form of measurement is to assess the road and transportation network to ascertain the percentage of road mileage that theoretically is covered by the time criterion. This is done using computer-based modeling that will create a polygon that describes the areas of coverage. In fact, this process will also identify gaps and deficiencies where response time is not adequate.

As growth and development extends beyond the range of travel time of one fire station, the percentage of calls that exceed the performance requirement should begin to increase. It should be noted that growth, in and of itself, does not create an instantaneous demand. New construction has the advantage of better codes, a higher level of owner interest, and limited deterioration of fire-breeding conditions. However, new growth can introduce different type of occupancies with additional risks that were not considered or needed during initial fire station and resource planning.

A more subtle difference in today's fire service is the fact that community demand for medical services is increased almost from day one of occupancy. In short, this means that new construction may place more values and lives at risk, but the demand for service will be incremental. When demand for service begins, it will be based upon two factors – nature of the occupancy and hazards that are present.

Incident increases may first appear as a change in the performance of an existing fire station in the annual analysis of emergency calls. For example, if a fire station has 1,000 alarms and a 90 percent compliance rate with the response standard, there would be about 100 alarms per year that were beyond the goal. This would be the baseline for existing response performance. If the following year, the number of alarms was 1,200 and the percentage dropped to 85 percent, this would indicate that the department is losing ground on response performance.

If the change in the number of alarms had merely increased because of more calls in the same area, the response time percentage should have remained similar. One exception to this rule is when a single company has such a high call volume that it cannot handle all calls without call queuing. However, since the alarm rate went up and the performance went down, the failure threshold may be approaching.

Based upon actual response time analysis, one threshold that needs to be considered is the increase in alarms and the percent of calls handled under the criterion adopted. Anything more than a 10 percent increase in calls and a 10 percent reduction in performance is a signal to evaluate the level of service being provided.

In larger departments, most practitioners are factoring out non-emergency calls and for actual incident performance, only looking at *core or true emergencies*. The definition of core can be made locally based on risk and importance to the community, but they are usually structure fires and moderate to severe status EMS calls.

In general, if more than one measure must be slipping, an evaluation of all Standards of Coverage factors, along with the reason why the data is slipping, is required. A one-year snapshot may not be valid **if** the agency had a big storm event, a catastrophic weather event, major wildland fire, and stacked a large volume of calls for just a month of the year or in the case of COVID-19 a decrease that can be explained and attributed to the event but is expected to return to normal or higher levels.

The incident analysis approach depends upon having emergencies, which does not address what is at risk. That is where the GIS mapping technology applies. As depicted throughout this report, incident and land use can be GIS mapped for determining risk and demand usage. As structures and different types of fire problems are constructed on the ground, they may represent additional lives and property that are at risk that deserve equity in protection. One of the elements for creating a governmental entity is to control land use and to create mechanisms for collecting taxes and determining ownership. Furthermore, these same individuals and properties are paying the taxes, fees, and permits for the level of services provided. In one sense, when growth occurs, the new properties are usually safer than the older part of the community because they are constructed to a higher standard.

What is clear to almost any community is that being slightly out of the response standard range does not trigger a new facility or additional response unit from an existing facility. One industry threshold for additional response capabilities should be to provide a new fire station or additional response unit into the appropriate zone in the jurisdiction outside the coverage area of current stations that has more than 35 to 50 percent of its parcels developed. Some of the secondary measures currently being used are 300 to 500 calls for service for any individual fire company or a service population of 10,000 to justify a full-time paid company or response unit.

The following criterion grid illustrates a series of measures that may be useful in deciding when a new fire station or additional response unit should be deployed within a jurisdiction.

Figure 76: Criterion for Fire Station and Resource Need Determination

Action Choices	Travel Distance	Criteria		
		Response Time Parameter	Out of Area Calls	Building/Risk Inventory
Maintain Status Quo	All risks within 1.5 miles	1 st due company is within 5 minutes total response time, 90% of the time	100% in first due area	Existing inventory and infill
Temporary Facilities and Minimal Staffing	Risks 1.5 to 3.0 miles from existing fire station	1 st due company Exceeds four-minutes travel time 10% of the time, but never exceeds 8 minutes	More than 10% of calls are in adjacent area	New area has 25% of same risk distribution as in initial area
Permanent Fire Station Needed	Risk locations exceeding 4.0 miles from the fire station	1 st due company Exceeds four-minutes travel time 20–25% of the time; Some calls < 8 minutes	More than 20–25% of calls are in outlying area	New area has 35% of same risk distribution as in initial area of coverage
Permanent Fire Station Essential	Outlying risk locations exceeding 5.0 miles from the 1 st fire station	1 st due company Exceeds 4-minutes travel time 30% of the time; Some calls < 10 minutes	More than 30% of calls are in outlying area	New area has 50% of same risk distribution as in initial area

The decision process has to be placed into the context of staffing pattern decisions. It is not uncommon to have a fire station constructed and have the staffing patterns utilizing alternative response options evolve over years from one system to another. In the case of a fire station or alternative response resource under consideration, it should be anticipated that a policy decision needs to be made with respect to the staffing system to be used as soon as possible. Conversely, a fully staffed paid company has a significant, associated price tag.

ESCI's experience has been that it takes multiple elements of the standards of coverage to be out-of-balance along with having additional economic resources to justify an additional paid company or staffing increase on one or more companies.

Capital Improvement Planning

Fire apparatus are typically unique pieces of equipment, often very customized to operate efficiently in a narrowly defined mission. A pumper may be engineered such that the compartments fit specific equipment and tools, with virtually every space on the truck designated in advance for functionality. This same vehicle, with its specialized design, cannot be expected to function in a completely different capacity, such as a hazardous materials unit or a rescue squad. For this reason, fire apparatuses are very expensive and offer little flexibility in use and reassignment. As a result, communities across the country have sought to achieve the longest life span possible for these vehicles.

Due to the large expense of fire apparatus, most communities find the need to plan for the cost of replacement. To properly do so, agencies often turn to the long-accepted practice of establishing a life cycle for the apparatus that results in a replacement date anticipated well in advance. Forward-thinking organizations then set aside incremental funds during the life of the vehicle so replacement dollars are ready when needed.

The same holds true for fire stations, training grounds, and other fixed facilities. As part of the site visit, ESCI surveyed capital replacement planning efforts.

The MFD's capital replacement planning is summarized in the following figure.

Figure 77: Capital Assets and Capital Improvement Planning

Capital Planning	Moberly Fire Department
Fire Stations/Structures Replacement Plan	
Period of plan	No Formal Plan
Apparatus Replacement Plan	
Period of plan	No Formal Plan
Support Equipment Replacement Plan	
Period of plan	Year to Year (Usually a 5-year interval plan)

TIME

The time for resources to deploy and reach the emergency can sometimes be the difference in life or death and the difference between incident stabilization and devastation. It is to this end that communities across the country struggle to balance the ever-growing need for resources and the financial constraints to fund them. The importance of establishing realistic and essential standards for deployment of adequate resources based on risk classifications is paramount.

Dynamics of Fire in Buildings

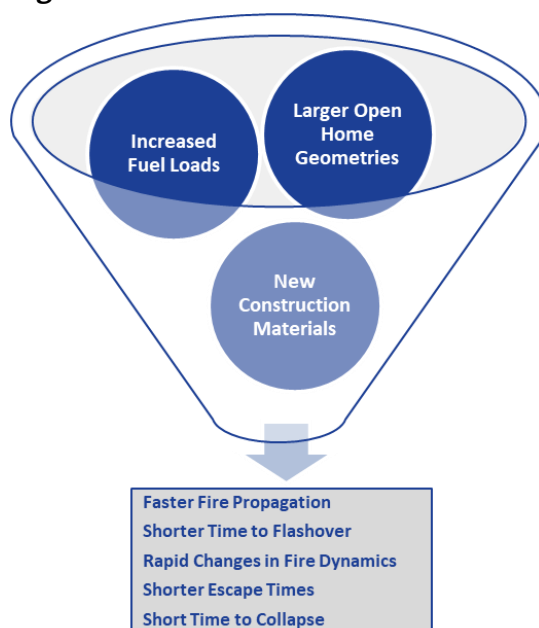
Most fires within buildings develop predictably unless influenced by highly flammable material. Ignition, or the beginning of a fire, starts the sequence of events. It may take several minutes or even hours from the time of ignition until a flame is visible. This smoldering stage is very dangerous, especially during times when people are sleeping, since large amounts of highly toxic smoke may be generated during this phase.

Once flames do appear, the sequence continues rapidly. Combustible material adjacent to the flame heat and ignites, which in turn heats and ignites other adjacent materials if sufficient oxygen is present. As the objects burn, heated gases accumulate at the ceiling of the room. Some of the gases are flammable and highly toxic.

The spread of the fire from this point continues quickly. Soon the flammable gases at the ceiling as well as other combustible material in the room of origin reach ignition temperature. At that point, an event termed “flashover” occurs; the gases and other material ignite, which in turn ignites everything in the room. Once flashover occurs, damage caused by the fire is significant, and the environment within the room can no longer support human life.

There have been changes in the residential fire environment over the past several decades. These changes include larger homes, different home geometries, increased synthetic fuel loads, and changing construction materials.³¹

³¹ Stephen Kerber, *Analysis of Changing Residential Fire Dynamics, and their Implications on Firefighter Operational Timeframes*. Underwriters Laboratories.

Figure 78: Changes in the Fire Environment & Effect on Fire Dynamics

Since flashover has such a dramatic influence on the outcome of a fire event, the goal of any fire agency is to apply water before flashover occurs.

Although modern codes tend to make fires in newer structures more infrequent, today's energy-efficient construction (designed to hold heat during the winter) also tends to confine the heat of a hostile fire. In addition, research has shown that modern furnishings generally ignite more quickly and burn hotter (due to synthetics).

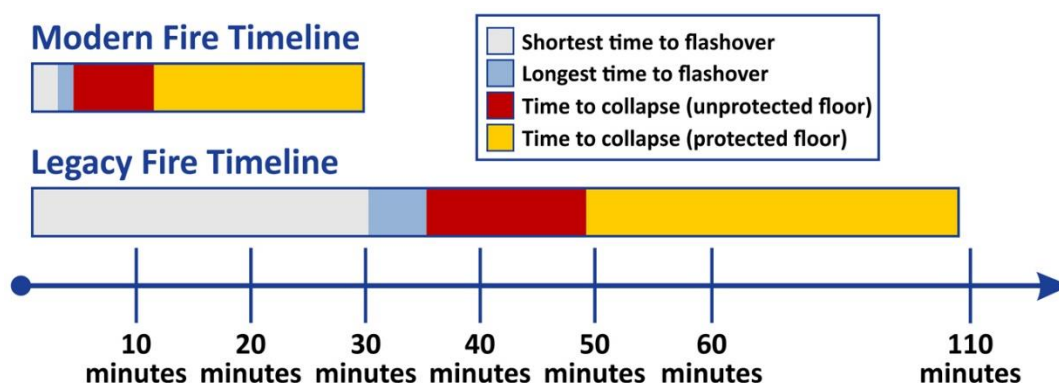
In the 1970s, scientists at the National Institute of Standards and Technology found that after a fire broke out, building occupants had about 17 minutes to escape before being overcome by heat and smoke. Today, that estimate is as short as three minutes in some cases based on materials and compartment configuration. The necessity of effective early warning (smoke alarms), early suppression (fire sprinklers), and firefighters arriving on the scene of a fire in the shortest span of time is more critical now than ever.

Perhaps as important as preventing flashover is the need to control a fire before it does damage to the structural framing of a building. Materials used to construct buildings today are often less fire-resistive than the heavy structural skeletons of older frame buildings. Roof trusses and floor joists are commonly made with lighter materials that are more easily weakened by the effects of fire. "Lightweight" roof trusses fail after five to seven minutes of direct flame impingement. Plywood I-beam joists can fail after as little as three minutes of flame contact. This creates a dangerous environment for firefighters.

Additionally, the contents of buildings today have a much greater potential for heat production than in the past. The widespread use of plastics in furnishings and other building contents rapidly accelerate fire spread and increase the amount of water needed to control a fire effectively. These factors make the need for early application of water essential to a successful fire outcome.

Several events must take place quickly to make it possible to achieve fire suppression before flashover. The next figure illustrates the sequence of events with a comparison of modern materials vs. legacy materials.

Figure 79: Fire Growth vs. Reflex Time³²



As is apparent by this description of the sequence of events, the application of water in time to prevent flashover is a serious challenge for any fire department. It is critical, though, as studies of historical fire losses can demonstrate.

The importance of fire station locations with adequate staffing to perform the required tasks can be further evidenced by recommendations in national consensus standards. The National Fire Protection Association found that fires contained to the room of origin (typically extinguished prior to or immediately following flashover) had significantly lower rates of death, injury, and property loss when compared to fires that had an opportunity to spread beyond the room of origin (typically extinguished post-flashover).

As evidenced in the next figure, fire losses, casualties, and deaths rise significantly as the extent of fire damage increases.

³² Stephen Kerber, *Analysis of Changing Residential Fire Dynamics, and their Implications on Firefighter Operational Timeframes*. Underwriters Laboratories.

Figure 80: Loss Rates by Fire Spread, Home Structure Fires (2012–2016)³³

Flame Spread	Rate Per 1,000 Fires		Average Dollar Loss
	Civilian Deaths	Civilian Injuries	
Confined fire or fire spread confined to origin	0.4	11.1	\$1,200
Confined to room of origin, including confined fire and fire confined to object	1.8	23.8	\$4,000
Spread beyond the room of origin but confined to floor of origin	16.2	76.3	\$35,000
Spread beyond the floor of origin	24.6	55.0	\$65,900

Emergency Medical Event Sequence

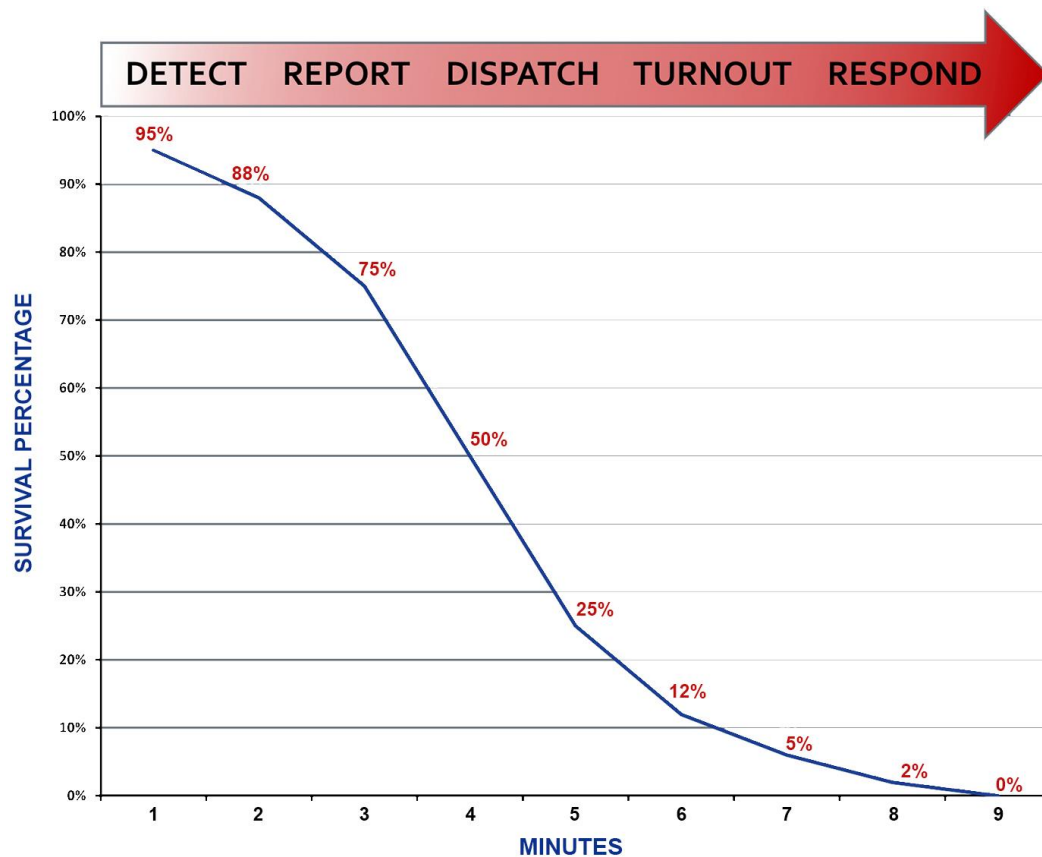
Cardiac arrest is the most significant life-threatening medical event in emergency medicine today. A victim of cardiac arrest has mere minutes in which to receive lifesaving care if there is to be any hope for resuscitation.

The American Heart Association (AHA) issued a set of cardiopulmonary resuscitation guidelines designed to streamline emergency procedures for heart attack victims and to increase the likelihood of survival. The AHA guidelines include goals for the application of cardiac defibrillation to cardiac arrest victims. Cardiac arrest survival chances fall by seven to ten percent for every minute between collapse and defibrillation. Consequently, the AHA recommends cardiac defibrillation within five minutes of cardiac arrest.

As with fires, the sequence of events that lead to emergency cardiac care can be graphically illustrated, as in the following figure.

³³ Term "home" includes one- & two-family homes, manufactured homes, & apartments or other multi-family housing, regardless of ownership. Source: National Fire Protection Association Standard 1710, 2020 Edition.

Figure 81: Bystander Cardiac Arrest Event Sequence



The percentage of opportunity for recovery from cardiac arrest drops quickly as time progresses. By the time the citizen bystander recognizes the need for emergency care and notifies the 911 system three to five minutes may have passed. The stages of medical responses are very similar to the components described for fire responses. Research stresses the importance of immediate CPR, rapid cardiac defibrillation, and administration of certain medications as a means of improving the opportunity for successful resuscitation and survival.

RESPONSE STANDARDS AND TARGETS

ESCI emphasizes the importance of establishing and regularly monitoring performance metrics for the deployment of resources. These metrics serve as the foundation for determining whether the organization is meeting the expectations of the community that it serves. Without regular and consistent performance evaluation, it is impossible to set and achieve goals established to meet community expectations.

Response standards established by the MFD must originate from the community served to create a balance between what it desires and what it can afford. Because of this, ESCI cannot impose baseline and benchmark performance metrics on the MFD, or any given organization for that matter. However, recommendations based upon the analysis conducted throughout this report may help serve as a starting point for these discussions with the community served or may serve as a reevaluation tool for the organization's current standards.

Response standards are individual to each organization. Multiple factors such as staffing, financial constraints, size of the service area, and politics will influence each department's ability to set achievable goals and objectives for response. Based upon a review of call data, the response for all calls from the initial dispatch to arrival on the scene by the first unit is 7 minutes, 90 percent of the time for the 3-year time period of 2018-2021. Recommendations for a process of setting performance goals for each of the response time components is presented later in this section. As discussed in the call processing performance section, the majority of incidents had the same time documented for the call received time and the dispatched time. This resulted in an inability to accurately analyze total response time performance.

The next sections address the suggested process for a department to determine critical tasks based on local risk and setting response time standards.

For a fire department to plan effectively and make appropriate decisions regarding the deployment of resources, it needs to use clearly identified criteria, response performance objectives (targets), and quantifiable means of measuring actual response relative to targeted objectives.

To do so, ESCI advises that performance objectives and measures be developed using the “**SMART**” acronym, meaning that targets should be:

- ✓ **S**pecific
- ✓ **M**easurable
- ✓ **A**ttainable
- ✓ **R**elevant
- ✓ **T**imely

ESCI emphasizes the importance of the establishment of response performance metrics by every fire department. Once established, these standards result in measurable goals for service delivery, which then form the foundation upon which the organization will plan for the deployment of resources. Absent these processes, the organization is not able to determine where it needs to go, nor is it able to know when it is achieving its goals and meeting the community's expectations.

Response Standards for People, Tools, & Time

Time matters a great deal in the achievement of an effective outcome to an emergency event. Time, however, is not the only factor. Delivering sufficient numbers of properly trained, appropriately equipped personnel within the critical time period completes the equation.

For medical emergencies, this can vary based on the nature of the emergency. Many medical emergencies are not time-critical. However, for serious trauma, cardiac arrest, strokes, or conditions that may lead to cardiac arrest, a rapid response is essential.

Equally critical is delivering enough personnel to the scene to perform all the concurrent tasks required to deliver quality emergency care. For a cardiac arrest, this can be up to six personnel; two to perform CPR, two to set up and operate advanced medical equipment, one to record the actions taken by emergency care workers, and one to direct patient care.

Thus, for a medical emergency, the real test of performance is the time it takes to provide the personnel and equipment needed to deal effectively with the patient's condition, not necessarily the time it takes for the first person to arrive. More importantly though are the patient outcomes that are experienced when sufficient resources arrive on scene in a timely manner.

Fire emergencies are even more resource critical. Again, the true test of performance is the time it takes to deliver sufficient personnel to search for lives and initiate the application of water to a fire. This is the only practical method to reverse the continuing internal temperature increases and ultimately prevent flashover. Positive outcomes are experienced when resources arrive and perform the necessary tasks to save lives and property, stabilize the incident, and conserve property. The arrival of one person with a portable radio does not provide fire intervention capability and should not be counted as "arrival" by the fire department.

Call-Handling Performance Criterion

Based on NFPA 1221 standards, call processing time—the time between when the call is answered and when the call is dispatched to responding units—should be less than 60 seconds, 90 percent of the time for high acuity incidents. As discussed in the call processing performance section, the majority of incidents had the same time documented for the call received time and the dispatched time. This resulted in an inability to accurately analyze total response time performance. An example call processing goal is provided below.

For 90 percent of all calls for service received, the communications center will notify and dispatch the appropriate units in less than 60 seconds (high acuity calls). Call intake and dispatch personnel will continue to receive and relay vital information until all instructions have been issued or the initial unit arrives on the scene.

Turnout Time Performance Criterion

Turnout time is one area that the fire department can significantly impact with creative approaches. Turnout time, or the time between when the call is received by the response units (dispatched) and when the unit is enroute to the scene (responding), can have dramatic effects on overall response times. Reducing this single response time component reduces total response time.

NFPA 1710 recommends a turnout time performance of 60 seconds for EMS incidents and 80 seconds for fire and special operations incidents at the 90th percentile. Currently, the MFD has an overall turnout time performance of 2 minute, 31 seconds at the 90th percentile. An example turnout time performance goal is provided below.

The MFD will achieve a turnout time goal of 60 seconds for EMS incidents and 80 seconds for fires and special operations incidents at the 90th percentile.

Distribution Performance

A fire department's distribution is essentially the location of resources to ensure an initial intervention within the specific time frame identified in the community's performance goals. With effective distribution of resources, a department should be able to achieve the following response time goals for the first arriving engine on a fire, the first arriving medical unit on an EMS emergency, the first arriving water rescue technician at a water rescue incident, and hazardous materials operations certified personnel to a hazardous materials incident:

For 90 percent of all emergency incidents, the first due unit shall arrive within 4 minutes from the time the MFD units are dispatched for medical emergencies, and 4 minutes for fire emergencies. The first-due unit shall be capable of advancing an initial hose line for fire control or providing at least basic life support for medical incidents.

Concentration Performance

A fire department's concentration is the spacing of multiple resources close enough together so that an initial "Effective Response Force" (ERF) for a given risk can be assembled on the scene of an emergency within the specific time frame identified in the community's performance goals for that risk type. An initial effective response force is defined as that which will most likely be enough to stop the escalation of the emergency. An example of concentration performance is provided below.

For a moderate risk incident, the MFD shall assemble an initial Effective Response Force (ERF) within 4 minutes and a total ERF within 8 minutes, 90 percent of the time. This ERF shall be able to establish command and fire attack for fire incidents; or able to handle a multiple casualty emergency medical incident.

The full ERF for a moderate (typical) structural fire risk in Moberly is programmed for 6-8 personnel on engines, trucks, and one Captain. Based on the data analysis, this ERF only covers 81 percent of the jurisdiction and could arrive in 8 minutes if all units are in house and available. As discussed this ERF concentration does not provide the appropriate ERF for the types of risk encountered in that 81 percent if the risk is anything other than a low to moderate risk structure fire.

MFD has continued to exhibit an increasing level of effectiveness when units are arriving on scene of structure fires but the types of risks encountered has decreased the concentration performance effectiveness.

In all of the examples provided above MFD should use the national consensus standards and examples provided in this report to guide policy decisions and balance the needs of the community with the financial cost to provide those services.

SECTION IV: Future Strategies

RECOMMENDATIONS & STRATEGIES

The results of the preceding analysis provide several salient considerations for the deployment strategies utilized by MFD. The analysis has undeniably confirmed that the current fire stations are appropriately located based on population and call demand, and that the greatest need faced by MFD now and in the foreseeable future is not the addition of additional fire station(s). Rather, the greatest need indicated by the preceding evaluation is the construction of new fire stations to replace worn and end of life stations as well as the addition of firefighters and response units.

Short-Term Strategies

A considerable volume of observations relating to MFD current conditions in management and operations. The process of understanding, prioritizing, and implementing the recommended enhancements can be daunting, simply due to the amount of work that may be involved. To help the organization navigate through the process, the following discussion further defines the short- and long-term priorities that ESCI has identified.

Response Performance Reporting

ESCI emphasized the importance of response standards and targets. These standards establish measurable goals for service delivery, which then form the baseline for the deployment of resources. Without defined goals and targets, an organization is unable to appropriately identify how effectively it is providing services that meet community expectations. Several recommendations are offered to improve data collection and reporting. The recommendations are listed here:

- Implement processes to reduce call processing times. As discussed in the call processing performance section, the majority of incidents had the same time documented for the call received time and the dispatched time. This resulted in an inability to accurately analyze total response time performance. ESCI recommends that MFD leadership work to capture the 9-1-1 call time within their reporting system so that this measure can be trended, and improvements made if necessary.
- Implement methods of ensuring accuracy of response priority so that ongoing measurement of response performance can be isolated to emergency responses.
- Collect accurate and complete response time data for all units assigned to an incident. These times should include call processing and turnout times. This may require working with Moberly Communications Center to implement Automatic Vehicle Locator (AVL) technology and Mobile Data Terminals (MDT) in the apparatus reporting directly to the Computer Aided Dispatch System (CAD).
- Conduct regular reporting of turn out times with on-going analyses of turnout time delays. Current MFD includes turnout time as part of the performance measures.
- Expand the incident reporting capability to include geographical distribution working with the City GIS unit. Include graphical data in annual report.

Response Deployment

There are several opportunities for improving the response deployment model. Some of the below opportunities are discussed in the long-term recommendations.

- Recommend adopting ERF staffing based on occupancy risk. Current practice is defined by unit staffing and not incident required staffing. ERF compliance should be monitored and compared against the NFPA 1710 requirement of (ERF) of 17 firefighters arriving within eight minutes travel time, 90 percent of the time for moderate-risk occupancies and adjust staffing as needed.
- Determine structures that require additional effective response force personnel and plan for automatic aid to accomplish the recommended ERF. ERF compliance should be monitored and compared against the NFPA 1710 requirement of 28 personnel on scene within eight minutes of travel time for high-risk occupancies.
- Define fire target hazards and determine what is the necessary ERF for these hazards. This may require conducting a critical task analysis.
- Place an aerial ladder truck in service at Station 1 to maximize aerial ladder truck capabilities. Address the current risk profile for aerial master stream and rescue capabilities within the city.

Long-Term Strategies

To provide realistic alternatives to the current service delivery model, the following series of figures present several recommendations and scenarios illustrating alternative approaches to the current service delivery model for consideration over the next one to five years. Although these are by no means the only options, the following discussion does provide the MFD and the City of Moberly with a sense of the range of models available to them and the impacts on service delivery.

The impetus of the study was to determine the need for new fire station locations and/or to determine if the current fire stations are appropriately located to maximize service delivery prior to developing a replacement schedule. The proposed recommendations are designed to answer the City's question if considering building one central fire station to replace the two existing stations will provide the necessary response times to service the City's fire protection needs or if more than one station is required. Further, the potential impacts on the ISO PPC rating, response times, and operational costs in the one- versus two-station case are offered.

Based on the analysis conducted during this study, ESCI provides several recommendations for consideration that would improve MFD's ability to enhance service delivery, either with currently available resources or with additional resources. These recommendations would each enhance firefighter safety and effectiveness. The following analysis of these options will provide the MFD with the information necessary to select the most appropriate and sustainable options, and provide a prioritization for future funding decisions.

It is important to recognize that the options presented are based upon the data available at the time of this report and additional factors not readily available were not considered when forming the

recommendations for consideration. Detailed analysis, including extensive financial modeling of options, is beyond the scope of this study. Furthermore, MFD may find that it would prefer to implement some variation of the options presented here.

Recommendation 1: Develop and fund an appropriate long-range fire station relocation and/or replacement plan.

One of the main considerations ESCI was asked to analyze was the placement of current fire stations and the need for relocation if necessary and prudent before funds are expended on existing facilities. Based on the preceding analysis MFD fire stations are well situated and provide all the opportunity to continue to provide efficient, and effective response to service demand. However, the current Fire Station 2 is not large enough to expand on the current property and will experience challenges in the future providing the ability to expand or grow with the department.

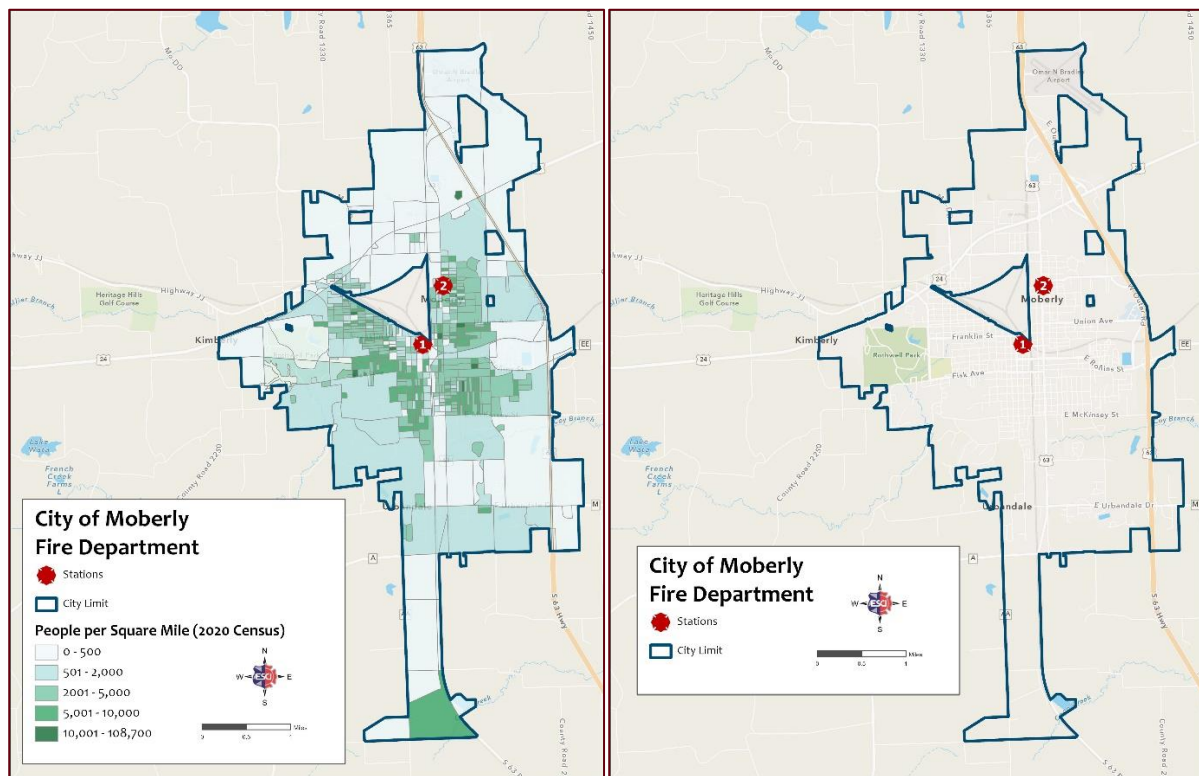
In using the methodology for adding resources and/or permanent fire stations described in Figure 76: Criterion for Fire Station and Resource Need Determination, ESCI offers modifications and benchmarks those modifications against established trigger points referenced in Figure 76, as well as standard industry criteria. This methodology will allow policymakers to evaluate the modifications not only for efficiencies but effectiveness to the citizens of Moberly prior to making decisions.

The analysis begins with location and fire station siting, followed by an evaluation of response reliability and demand. Key observations and findings based on this analysis are provided for Council consideration. Policymakers need to keep these factors in mind when considering that the potential reduction of services today may lead to a future need to reinstate those lost services in a short period of time.

Populations at Risk versus Station Location

It is important to remember the location and density of citizen populations versus current fire station location requiring service demand prior to the beginning of the analysis.

The following figure depicts the current population density inside the City of Moberly and the current fire station locations.

Figure 82: Moberly Population Density and MFD Station Locations

As modifications are made to fire station locations and overall system effectiveness while attempting to gain efficiencies, it is important to consider population densities. These fire stations, in general, serve populations ranging from suburban to urban throughout the majority of their respective response zones.

GIS optimization tools predict the best possible location for fire stations based on service demand inputs for maximizing coverage. To ensure proper and best location is achieved for station optimization, ESCI uses the Location – Allocation tool in ArcGIS® desktop or Pro. This process included 253 10-acre cells in a grid laid out across the central portion of the city boundary. Only grid cell centroids within 100 ft of a street were included as viable potential candidates for relocation. Two of those were the current fire stations.

The following requirements are entered into the Location – Allocation tool to conduct the analysis.

- The fire station locations that must remain.
- Locations that are potential candidates for new stations. In this analysis 253 potential new locations were considered.
- The fire station locations that could be removed.
- The number of fire stations to consider having.
- The service demand as an input.

- A typical cutoff for travel time – the optimized station must be able to provide service to a demand point within x number of minutes. In this analysis a travel time of eight minutes was used to allow a greater number of options for potential location.

For fire station analysis, the department emergency calls for service represent the demand inputs. In the analysis the Location – Allocation tools can only use 1000 demand inputs as a maximum. The most recent 1000 demand inputs for 2020-2021 were used for this analysis. If another type of service was being considered, one could use population in census blocks as the demand. The tool identifies the locations that provide the maximum coverage for the demand, using a national street network for routing. It returns a map of the best station locations, with lines connecting those stations to their matched demand points.

The following list describes how the “Maximize Coverage” problem handles demand:

- Any demand point outside all the facilities' impedance cutoffs is not allocated.
- A demand point inside the impedance cutoff of one facility has all its demand weight allocated to that facility.
- A demand point inside the impedance cutoff of two or more facilities has all its demand weight allocated to the nearest facility only.

As a baseline starting point the GIS tools are used to identify areas that would enhance or improve service and provide the maximum coverage based on the service demand inputs. Once completed then additional parcels or areas of interest provided by the city are considered to ensure all avenues and options are considered.

Maintaining Status Quo for MFD

Maintaining the current service delivery model is an option for MFD. When comparing station siting against national consensus standards and ISO requirements MFD covers 100 percent of the service area within five miles of a fire station. Furthermore, 64 percent of the coverage area is within 1.5 miles of a fire station and 66 percent of the coverage area is within 4 minutes travel time from a MFD Fire Station. These benchmarks provide an initial measure of coverage to compare modifications against for improvement.

MFD travel time in 2021 to incidents from their current stations was less than 4 minutes to 73.13 percent of incidents, 4–8 minutes to 24.78 percent of incidents, 8–12 minutes to 1.34 percent of incidents and greater than 12 minutes to 0.75 percent of incidents. Meaning less than 2.09 percent of emergency incidents took longer than 8 minutes for arrival of MFD units. Furthermore, when looking at the ability to handle more than one emergency incident at a time in 2020 and 2021 MFD experienced more than two calls at the same time 6.52 percent and 5.19 percent respectively. These benchmarks provide an initial measure of effectiveness to compare modifications against for improvement.

While MFD is operating with efficiency and effectiveness, as discussed the current facilities have reached the end of their service life and need considerable attention to maintain feasible use. Continuing the status quo is not recommended without significant investment in refurbishing the current stations. The Fire Station 2 property is too small to rebuild on the current location. Should the department determine that it will continue to operate in this manner, the previously discussed factors should be considered in future service delivery models.

Furthermore, upon immediate dispatch, MFD does not have the proper staff to commence interior firefighting operations in conjunction with industry standards and OSHA 29 CFR 1910.134(g)(4)(i) guidelines in the City's service area without both stations being dispatched. These guidelines and industry standards require two firefighters to be on-scene and available outside the hazard area while two are inside (two-in/two-out). Because of MFD's adopted minimum staffing level of three persons on an engine and cross staffs a ladder with the same staff assigned to the engine, none of the city service area meets the ability to provide the NFPA ERF for medium- and high-risk occupancies on a first alarm and will require additional alarms. The total available ERF for MFD is represented by the daily minimum staffing of six firefighters split between two fire stations. Thus, there are times when only three firefighters are on scene to begin operations.

For the City of Moberly eight new scenarios for service delivery were calculated. Those scenarios considered were:

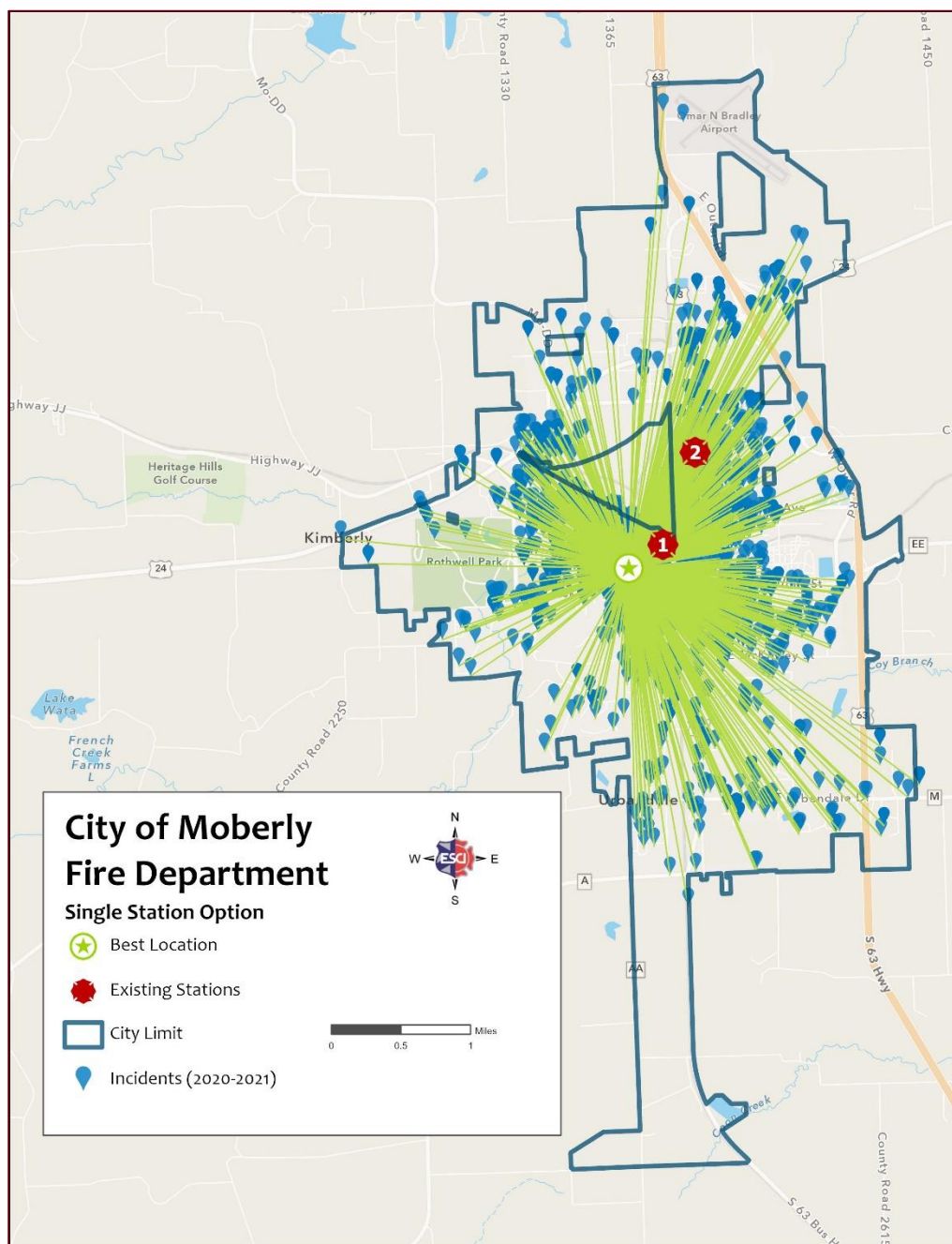
- Scenario A: Consolidate resources to one new Fire Station 1 location using GIS Location – Allocation optimization tools.
- Scenario B: Maintain status quo with current Fire Station 1 and relocate Fire Station 2 with a new facility location using GIS Location – Allocation optimization tools.
- Scenario C: Relocate both Fire Station 1 and Fire Station 2 with new facilities using GIS Location – Allocation optimization tools.
- Scenario D: Maintain status quo with current Fire Station 1 and relocate Fire Station 2 with a new facility location using MFD supplied parcel identification number (PIN) 10-1.0-12.0-3.0-000-005.000.
- Scenario E: Relocate both Fire Station 1 and Fire Station 2 with new facilities using MFD supplied parcel identification numbers (PIN) 07-7.0-36.0-2.0-000-060.001, PIN 07-7.0-36.0-2.0-000-060.000 and PIN 10-1.0-12.0-3.0-000-005.000.
- Scenario F: Maintain status quo with current Fire Station 1 and relocate Fire Station 2 with a new facility location using MFD supplied parcel identification number (PIN) 07-7.0-36.0-2.0-000-001.000.
- Scenario G: Maintain status quo with current Fire Station 1 and relocate Fire Station 2 with a new facility location using MFD supplied parcel identification number (PIN) 07-7.0-36.0-2.0-000-070.004.

- Scenario H: Maintain status quo with current Fire Station 1 and relocate Fire Station 2 with a new facility location using MFD supplied parcel identification number (PIN) 07-7.0-36.0-2.0-000-060.001 and PIN 07-7.0-36.0-2.0-000-060.000.

Scenario A: Consolidate resources to one new Fire Station 1 location using GIS Location - Allocation tools.

The first scenario considered includes the closure of both Fire Station 1 and Fire Station 2 with consolidation of both fire stations into a new Fire Station 1, in a new location. Fire Station 1 was built in 1973 and is a single-story community fire station with three drive-through apparatus bays that houses one front-line engine, one aerial ladder truck, one brush truck, one general use pickup truck, and the Chief's car. Fire Station 2 was built in 1974 and is a single-story community fire station with one drive-through apparatus bay that houses one front-line engine and one reserve engine. A general use pickup truck is also located at Fire Station 2. The GIS Location – Allocation tool was used to provide optimization for this scenario.

The results of the optimization study for scenario A are shown in the following figure.

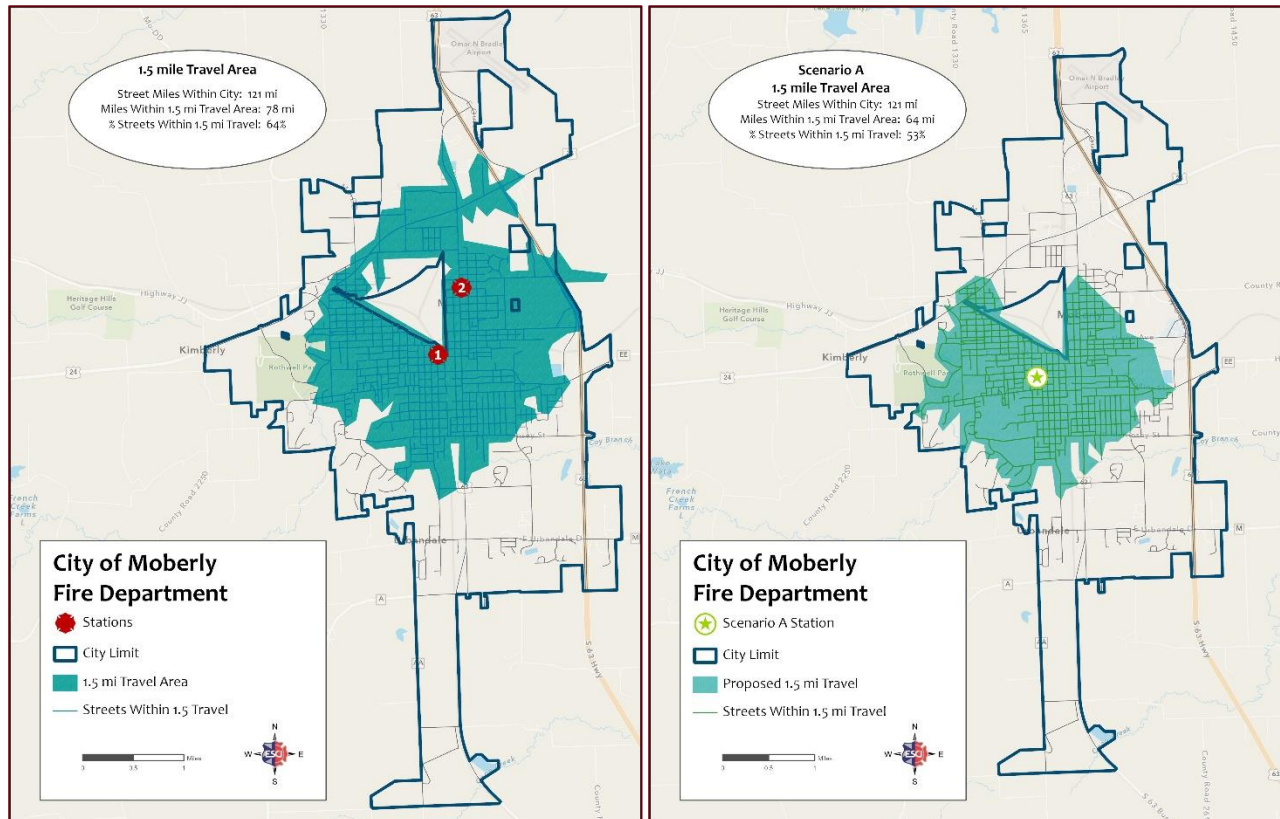
Figure 83: MFD Station Optimization Analysis Scenario A

The analysis for scenario A returned the 10-acre cell closest to parcel identification number (PIN) 10-1.0-02.0-1.0-003-171.000.

Scenario A ISO Distribution

The ISO 1.5-mile station coverage map for the proposed property (PIN 10-1.0-02.0-1.0-003-171.000) is listed in the following figure. It outlines the new ISO coverage for a system with one fire station in a new location. The map on the right is the new location compared with the current coverage in the map on the left.

Figure 84: ISO 1.5 Mile Coverage Scenario A Property (PIN 10-1.0-02.0-1.0-003-171.000)



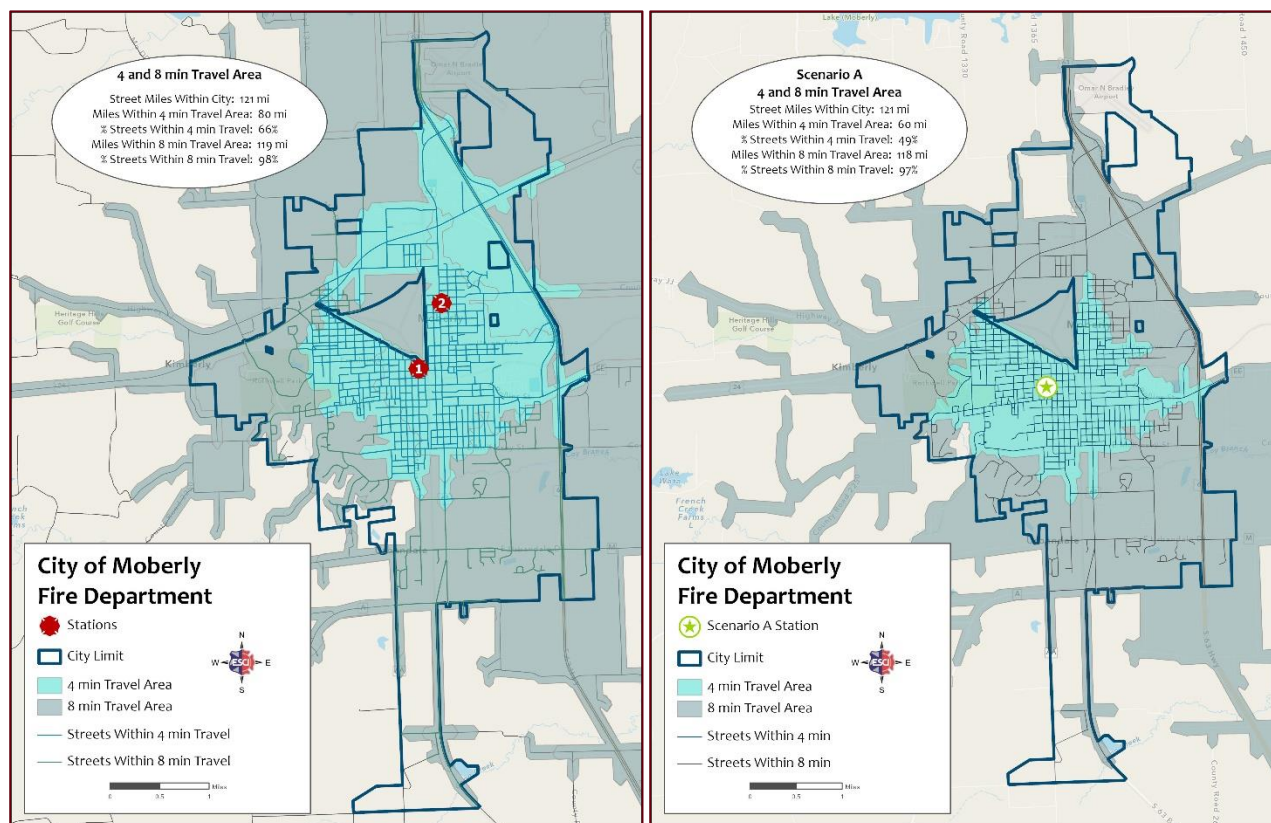
The City of Moberly has 121 miles of roads. Of these 121 miles, 53 percent or 64 miles would remain within 1.5 miles (ISO fire engine coverage metric) of a fire station if both fire stations were consolidated. This is a decrease of 11 percent or 14 miles of road coverage compared with the current two fire station model. These 14 miles of roads and the population residing there would fall outside of the theoretical four-minute travel distance. This is a direct decrease in fire and EMS service levels for the citizens.

Scenario A NFPA 1710 Distribution

Because the ISO criteria used is theoretical, another typical measurement used is outlined in NFPA 1710. Within this standard, a travel time of 240 seconds, or 4 minutes, is identified as the benchmark for career departments to reach emergency incidents within their jurisdiction with the first arriving unit. Additionally, the balance of the response (called the effective response force or ERF) is required to arrive at the incident within 480 seconds, or 8 minutes.

The NFPA 4- and 8-minute travel time station coverage map for proposed property (PIN 10-1.0-02.0-1.0-003-171.000) is listed in the following figure. It outlines the new NFPA 1710 coverage for a system with one fire station in a new location. The map on the right is the new location compared with the current coverage in the map on the left.

Figure 85: Predicted 4 and 8-Minute Travel Times, NFPA 1710 Scenario A
Property (PIN 10-1.0-02.0-1.0-003-171.000)



When measuring effectiveness through the use of NFPA 1710 travel time recommendations for assembling ERF, scenario A decreases the ability to reach 20 road miles of coverage or 17 percent within four minutes. However, the ability to assemble the ERF within the eight minutes recommended by NFPA 1710 reduces by 1 mile or 1 percent of the road mileage coverage area. One immediate benefit from this scenario, MFD would now have the proper staff to commence interior firefighting operations in conjunction with industry standards and OSHA 29 CFR 1910.134(g)(4)(i) guidelines in the City's service area upon immediate dispatch and arrival. These guidelines and industry standards require two firefighters to be on-scene and available outside the hazard area while two are inside (two-in/two-out).

Scenario A Resource Concentration

In the above maps the daily minimum staffing becomes the ERF MFD can expect to assemble in the teal and grey areas. Because of MFD's adopted minimum staffing none of the city service area meets the ability to provide the NFPA ERF for medium- and high-risk occupancies on a first alarm and will require additional alarms and resources from outside the community.

Scenario A Discussion

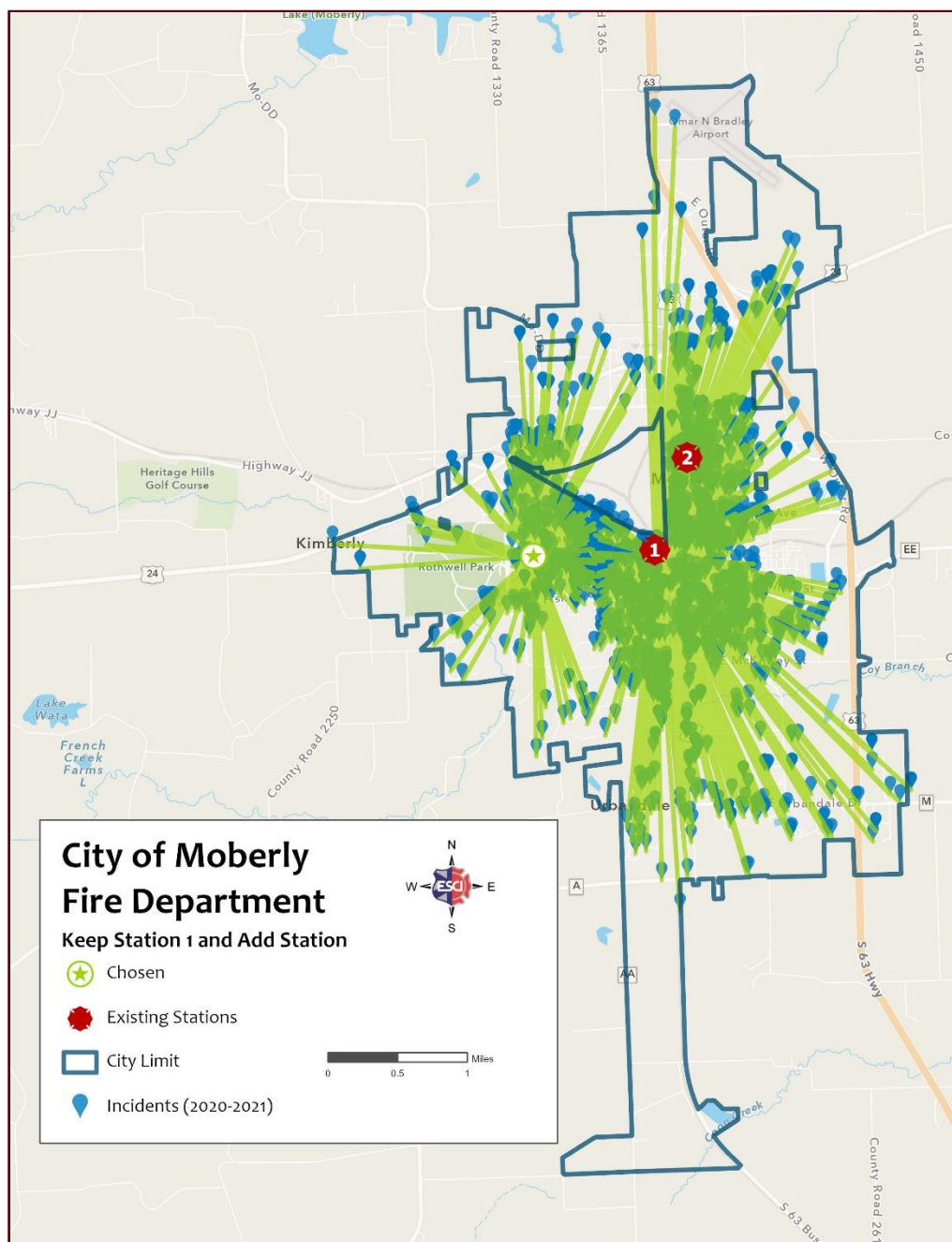
When compared to triggers outlined in Figure 76: Criterion for Fire Station and Resource Need Determination, scenario A would now meet the criteria for the addition of a permanent fire station to address service demand based on travel distance and response time performance.

Based on the optimization analysis if MFD chooses to relocate Fire Station 1 and consolidate both station into this location it will have to weigh the risk versus benefit of such a move. These benefits could include the ability to take advantage of the larger plot of land to house administration, fire prevention, community rooms, police substations, ambulance substations and the potential to relocate the MFD training facility there. Furthermore, the ability to construct a larger fire station to house additional apparatus in the future and current reserve apparatus are all reasons to consider a relocation if the current location will not support those activities. The risks are the potential increase of response times from the new location as indicated by the optimization analysis and a potential decrease in ISO credit. Because of these associated risks, scenario A is not recommended.

Scenario B: Maintain status quo with current Fire Station 1 and relocate Fire Station 2 with a new facility location using GIS Location - Allocation tools.

The second scenario considered includes maintaining current operations from Fire Station 1 and relocating Fire Station 2 in a new location. The GIS Location – Allocation tool was used to provide optimization for this scenario.

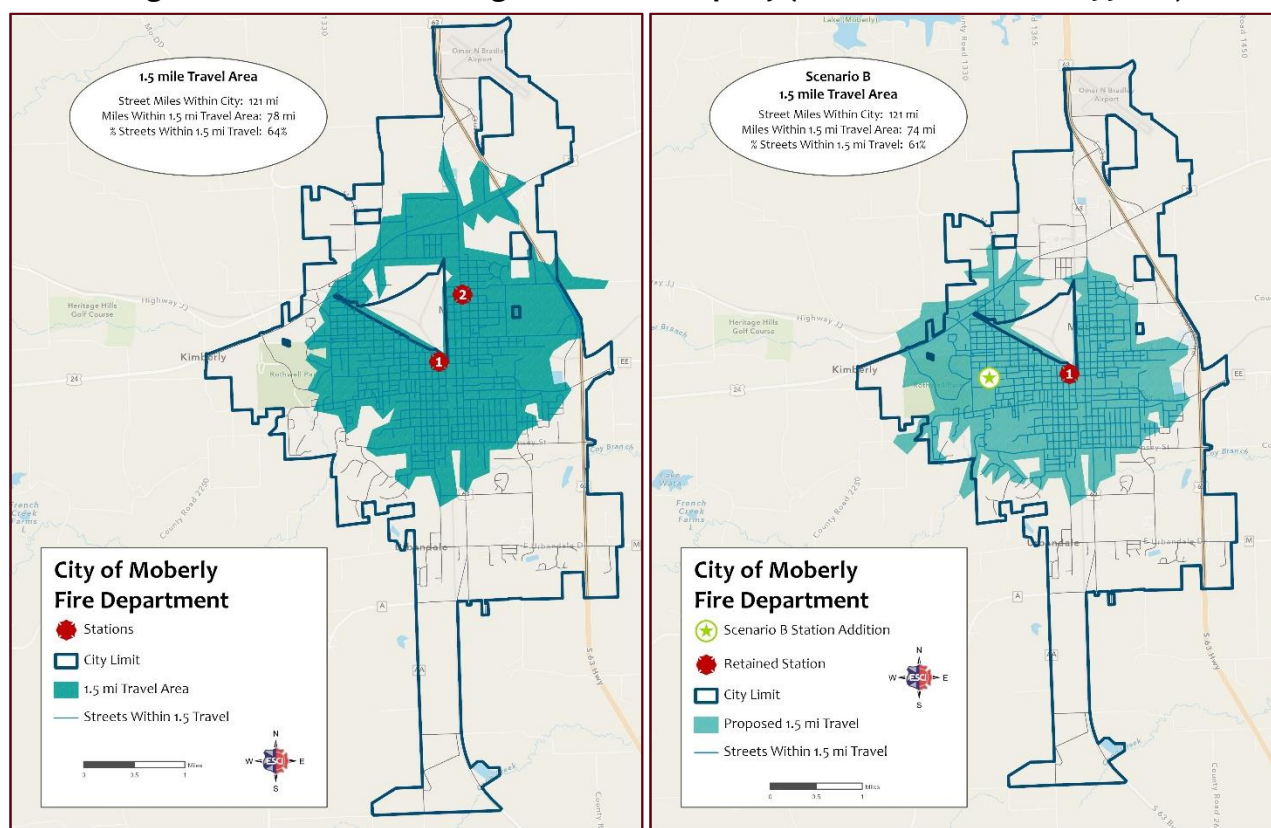
The results of the optimization study for scenario B are shown in the following figure.

Figure 86: MFD Station Optimization Analysis Scenario B

The analysis for scenario B returned the 10-acre cell closest to parcel identification number (PIN) 10-1.0-02.0-2.1-000-099.000.

Scenario B ISO Distribution

The ISO 1.5-mile station coverage map for proposed property (PIN 10-1.0-02.0-2.1-000-099.000) is listed in the following figure. It outlines the new ISO coverage for scenario B. The map on the right is the new location compared with the current coverage in the map on the left.

Figure 87: ISO 1.5 Mile Coverage Scenario B Property (PIN 10-1.0-02.0-2.1-000-099.000)

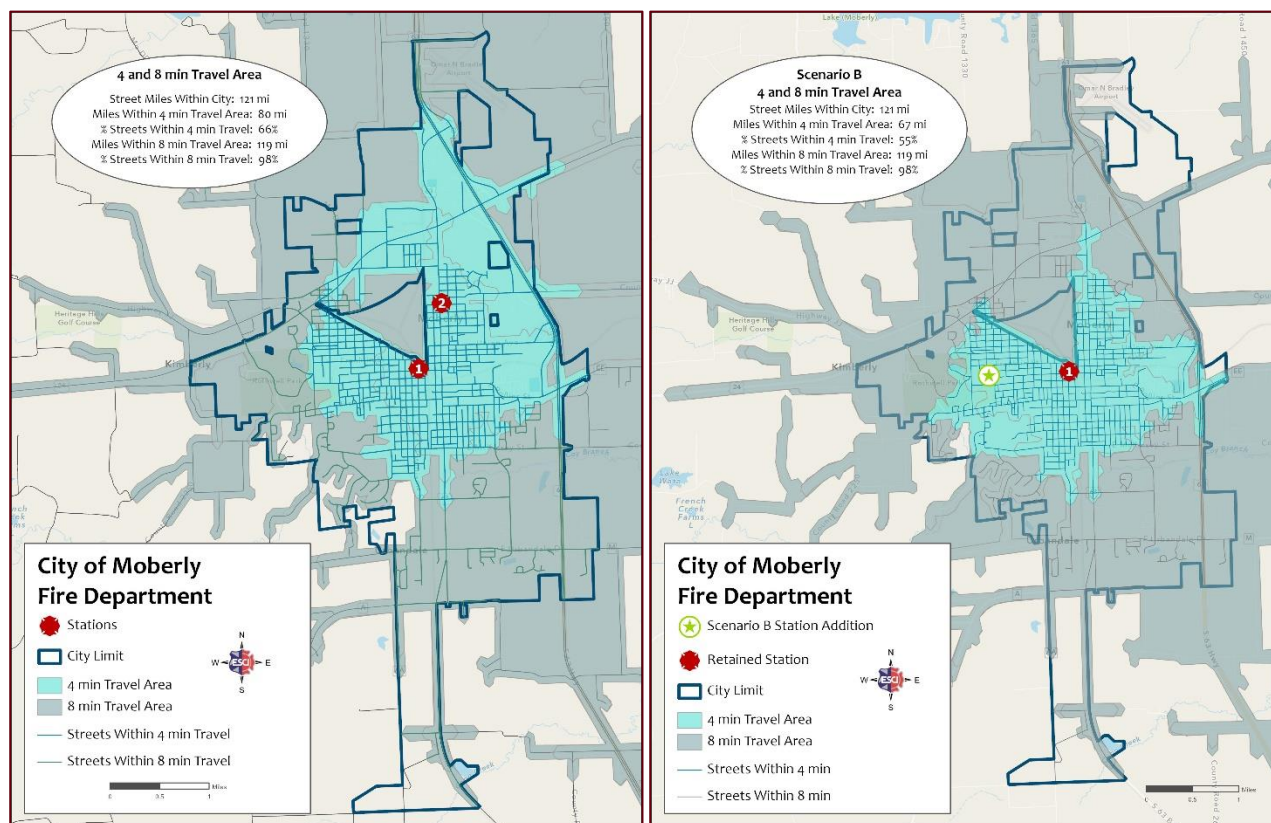
The City of Moberly has 121 miles of roads. Of these 121 miles, 61 percent or 74 miles would remain within 1.5 miles (ISO fire engine coverage metric) of a fire station in scenario B. This is a decrease of 3 percent or 4 miles of road coverage compared with the current two fire station model. These 4 miles of roads and the population residing there would fall outside of the theoretical four-minute travel distance. This is a direct decrease in fire and EMS service levels for those citizens.

Scenario B NFPA 1710 Distribution

Because the ISO criteria used is theoretical, another typical measurement used is outlined in NFPA 1710. Within this standard, a travel time of 240 seconds, or 4 minutes, is identified as the benchmark for career departments to reach emergency incidents within their jurisdiction with the first arriving unit. Additionally, the balance of the response (called the effective response force or ERF) is required to arrive at the incident within 480 seconds, or 8 minutes.

The NFPA 4- and 8-minute travel time station coverage map for proposed property (PIN 10-1.0-02.0-2.1-000-099.000) is listed in the following figure. It outlines the new NFPA 1710 coverage for scenario B. The map on the right is the new location compared with the current coverage in the map on the left.

Figure 88: Predicted 4 and 8-Minute Travel Times, NFPA 1710 Scenario B
Property (PIN 10-1.0-02.0-2.1-000-099.000)



When measuring effectiveness through the use of NFPA 1710 travel time recommendations for assembling ERF, scenario B decreases the ability to reach 13 road miles of coverage or 11 percent within four minutes. However, the ability to assemble the department's ERF within the eight minutes recommended by NFPA 1710 remains constant. Furthermore, MFD would not have the proper staff to commence interior firefighting operations in conjunction with industry standards and OSHA 29 CFR 1910.134(g)(4)(i) guidelines in the City's service area upon dispatch based on current staffing procedures. These guidelines and industry standards require two firefighters to be on-scene and available outside the hazard area while two are inside (two-in/two-out).

Scenario B Resource Concentration

In the above maps the daily minimum staffing becomes the ERF MFD can expect to assemble in the teal and grey areas. The total available ERF for MFD is represented by the daily minimum staffing of six firefighters split between two fire stations. Thus, there are times when only three firefighters are on scene to begin operations. Because of MFD's adopted minimum staffing none of the city service area meets the ability to provide the NFPA ERF for medium- and high-risk occupancies on a first alarm and will require additional alarms and resources from outside the community.

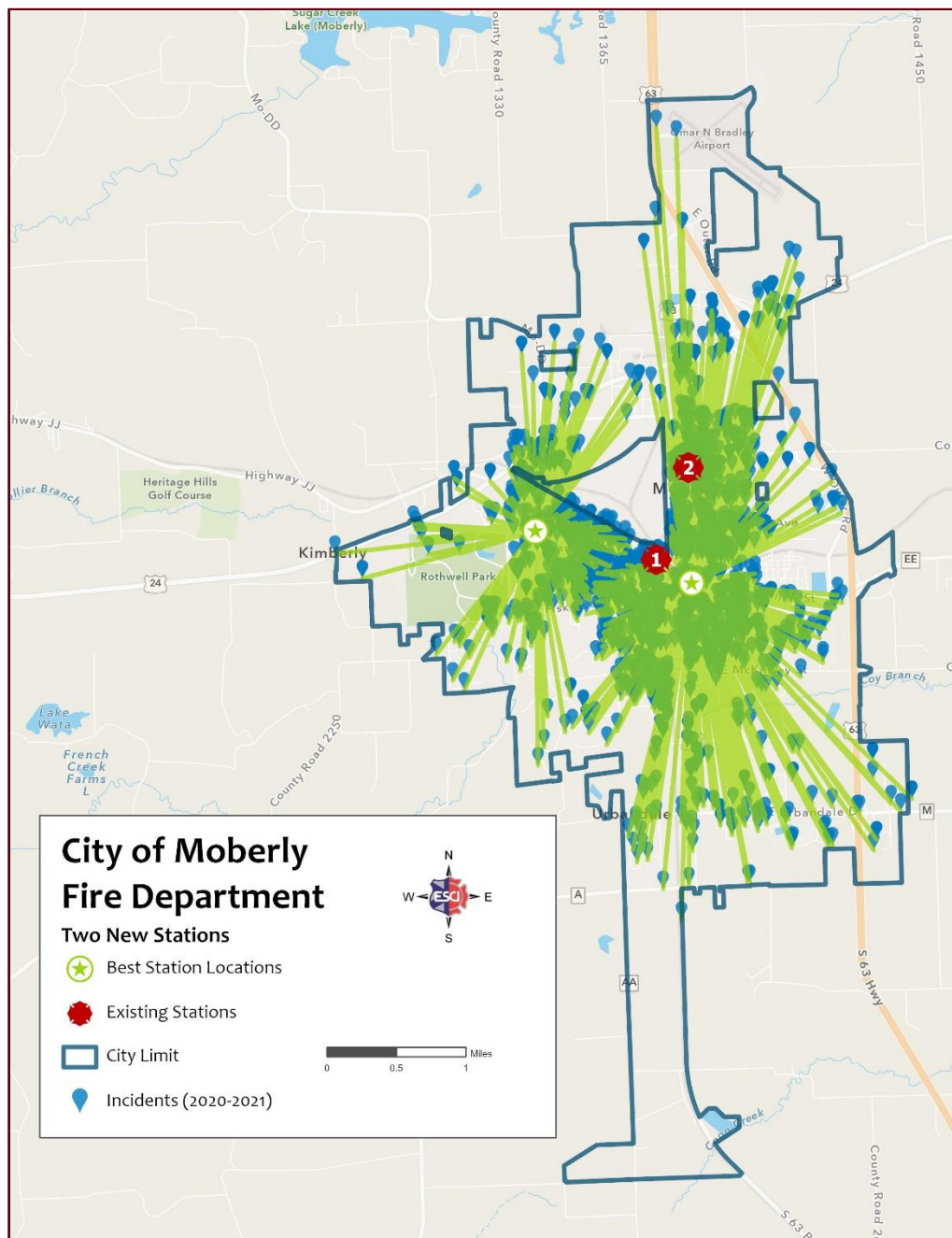
Scenario B Discussion

Based on the optimization analysis if MFD chooses to relocate Fire Station 2 into this location it will have to weigh the risk versus benefit of such a move. These benefits could include the ability to take advantage of the larger plot of land to house administration, fire prevention, community rooms, police substations, ambulance substations and the potential to relocate the MFD training facility there. Furthermore, the ability to construct a larger fire station to house additional apparatus in the future and current reserve apparatus are all reasons to consider a relocation if the current location will not support those activities. The risks include a decrease in ISO coverage and potential increase of response times from the new location as indicated by the optimization analysis. Because of these risks scenario B is not recommended.

Scenario C: Relocate both Fire Station 1 and Fire Station 2 with new facilities using GIS Location - Allocation tools.

The third scenario considered includes the relocation of both Fire Station 1 and Fire Station 2 in new locations. The GIS Location – Allocation tool was used to provide optimization for this scenario.

The results of the optimization study for scenario C are shown in the following figure.

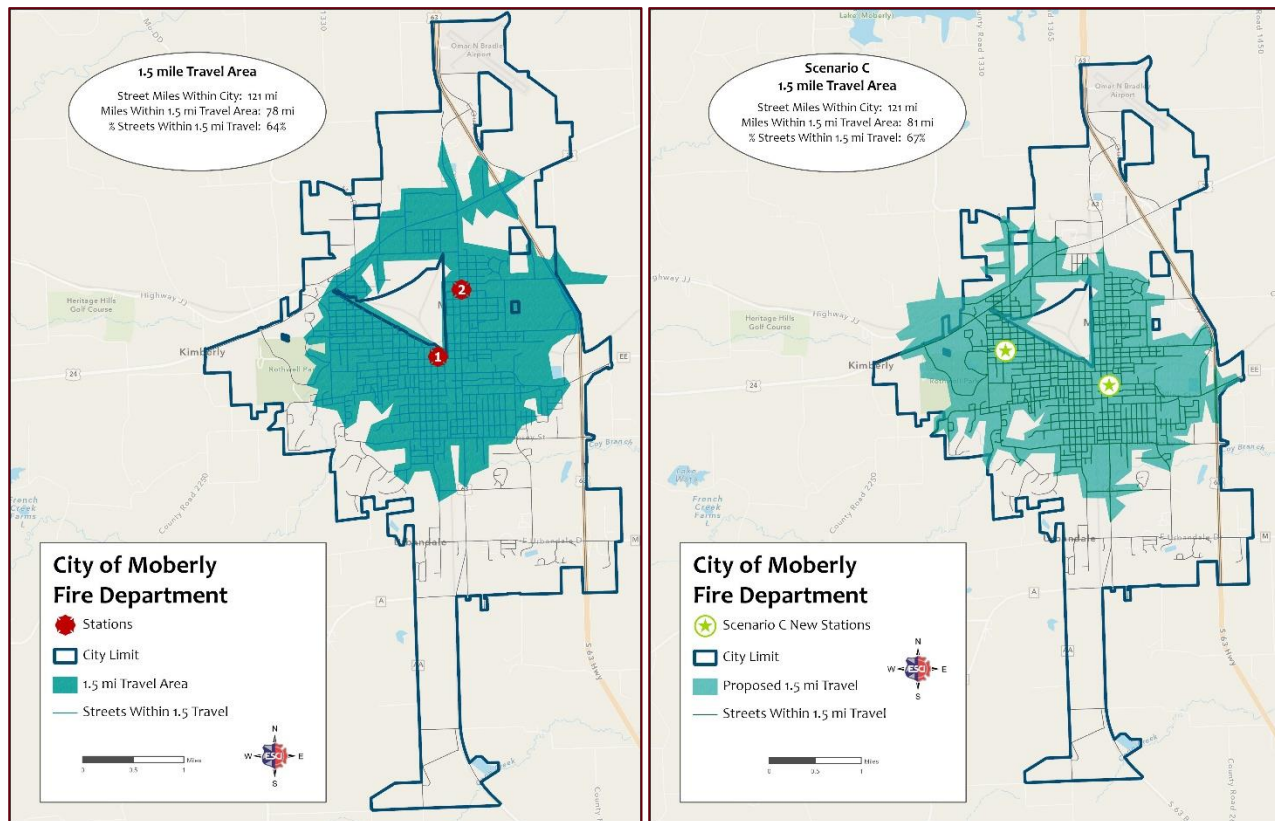
Figure 89: MFD Station Optimization Analysis Scenario C

The analysis for scenario C returned the 10-acre cell closest to parcel identification number (PIN) 07-7.0-35.0-3.0-002-183.000 for the station on the west side of the city and PIN 10-1.0-01.0-1.0-004-042.000 for the station on the east side of the city.

Scenario C ISO Distribution

The ISO 1.5-mile station coverage map for the proposed properties (PIN 07-7.0-35.0-3.0-002-183.000 and PIN 10-1.0-01.0-1.0-004-042.000) is listed in the following figure. It outlines the new ISO coverage for a system with two fire stations, each in a new location. The map on the right are the new locations compared with the current coverage in the map on the left.

Figure 90: ISO 1.5 Mile Coverage Scenario C
Properties (PIN 07-7.0-35.0-3.0-002-183.000 and PIN 10-1.0-01.0-1.0-004-042.000)



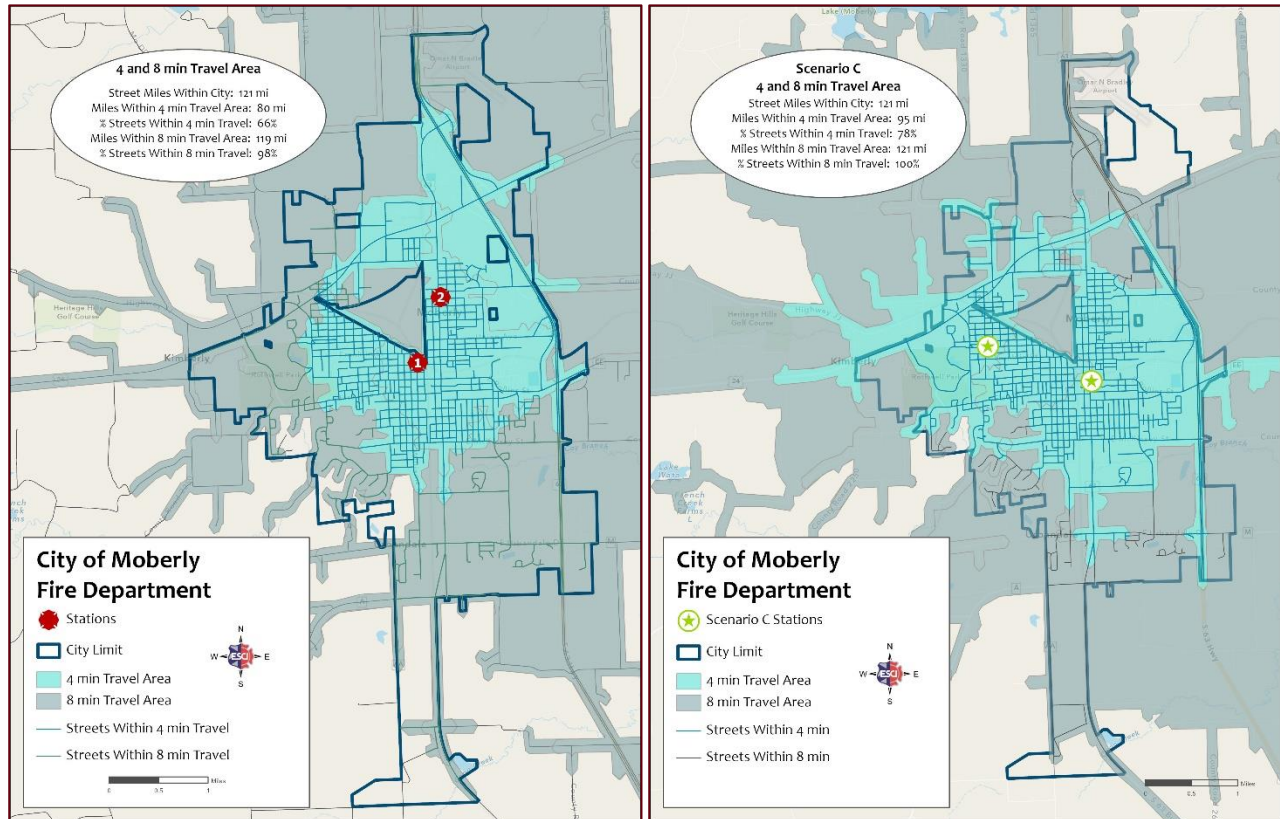
The City of Moberly has 121 miles of roads. Of these 121 miles, 67 percent or 81 miles would now be within 1.5 miles (ISO fire engine coverage metric) of a fire station if both fire stations were relocated. This is an increase of 3 percent or 3 additional miles of road coverage compared with the current two fire station model. These 3 miles of roads and the population residing there would fall inside of the theoretical four-minute travel distance now. This is a direct increase in fire and EMS service levels for the citizens.

Scenario C NFPA 1710 Distribution

Because the ISO criteria used is theoretical, another typical measurement used is outlined in NFPA 1710. Within this standard, a travel time of 240 seconds, or 4 minutes, is identified as the benchmark for career departments to reach emergency incidents within their jurisdiction with the first arriving unit. Additionally, the balance of the response (called the effective response force or ERF) is required to arrive at the incident within 480 seconds, or 8 minutes.

The NFPA 4- and 8-minute travel time station coverage map for the proposed properties (PIN 07-7.0-35.0-3.0-002-183.000 and PIN 10-1.0-01.0-1.0-004-042.000) is listed in the following figure. It outlines the new NFPA 1710 coverage for scenario C. The map on the right is the new location compared with the current coverage in the map on the left.

Figure 91: Predicted 4 and 8-Minute Travel Times, NFPA 1710 Scenario C
Properties (PIN 07-7.0-35.0-3.0-002-183.000 and PIN 10-1.0-01.0-1.0-004-042.000)



When measuring effectiveness through the use of NFPA 1710 travel time recommendations for assembling ERF, scenario C increases the ability to reach an additional 15 road miles of coverage or 12 percent within four minutes. The ability to assemble the ERF within the eight minutes recommended by NFPA 1710 reaches the remaining two percent not originally covered for 100 percent coverage. MFD still would not have the proper staff to commence interior firefighting operations in conjunction with industry standards and OSHA 29 CFR 1910.134(g)(4)(i) guidelines in the City's service area upon dispatch based on current staffing procedures and would have to wait for the remainder of the assignment to arrive. These guidelines and industry standards require two firefighters to be on-scene and available outside the hazard area while two are inside (two-in/two-out).

Scenario C Resource Concentration

In the above maps the daily minimum staffing becomes the ERF MFD can expect to assemble in the teal and grey areas. The total available ERF for MFD is represented by the daily minimum staffing of six firefighters split between two fire stations. Thus, there are times when only three firefighters are on scene to begin operations. Because of MFD's adopted minimum staffing none of the city service area meets the ability to provide the NFPA ERF for medium- and high-risk occupancies on a first alarm and will require additional alarms and resources from outside the community.

Scenario C Discussion

Based on the optimization analysis if MFD chooses to relocate Fire Station 1 and Fire Station 2 into these new locations it will see an increase in coverage with basically the same risks currently experienced. It can also take advantage of the other benefits outlined in the other scenarios. These benefits could include the ability to take advantage of the larger plot of land to house administration, fire prevention, community rooms, police substations, ambulance substations and the potential to relocate the MFD training facility there. Furthermore, the ability to construct a larger fire station to house additional apparatus in the future and current reserve apparatus are all reasons to consider a relocation if the current location will not support those activities.

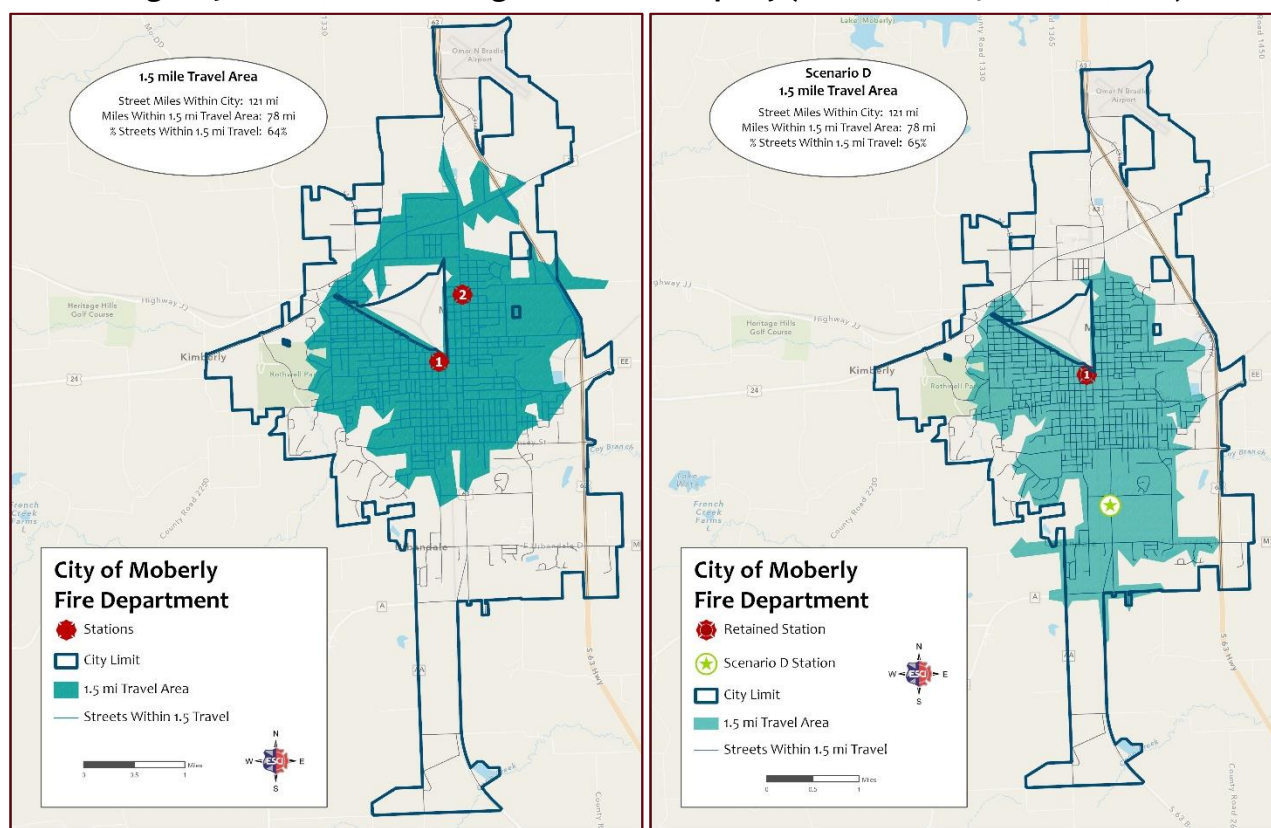
Additionally, scenario C allows for the city to have one fire station on each side of the railroad tracks that run north and south throughout. Based on discussion and observations there are very few places to cross the tracks if a train is blocking the crossings. This could lead to delays in service delivery. Based on the increase in coverage and effectiveness presented in scenario C, if both fire stations are to be relocated and rebuilt then scenario C is the overall recommended option.

Scenario D: Maintain status quo with current Fire Station 1 and relocate Fire Station 2 with a new facility location using MFD supplied parcel identification number (PIN) 10-1.0-12.0-3.0-000-005.000.

The fourth scenario considered includes maintaining current operations from Fire Station 1 and relocating Fire Station 2 in a new location. The proposed property (PIN 10-1.0-12.0-3.0-000-005.000) was used to provide a specific location for this scenario.

Scenario D ISO Distribution

The ISO 1.5-mile station coverage map for proposed property (PIN 10-1.0-12.0-3.0-000-005.000) is listed in the following figure. It outlines the new ISO coverage for scenario D. The map on the right is the new location compared with the current coverage in the map on the left.

Figure 92: ISO 1.5 Mile Coverage Scenario D Property (PIN 10-1.0-12.0-3.0-000-005.000)

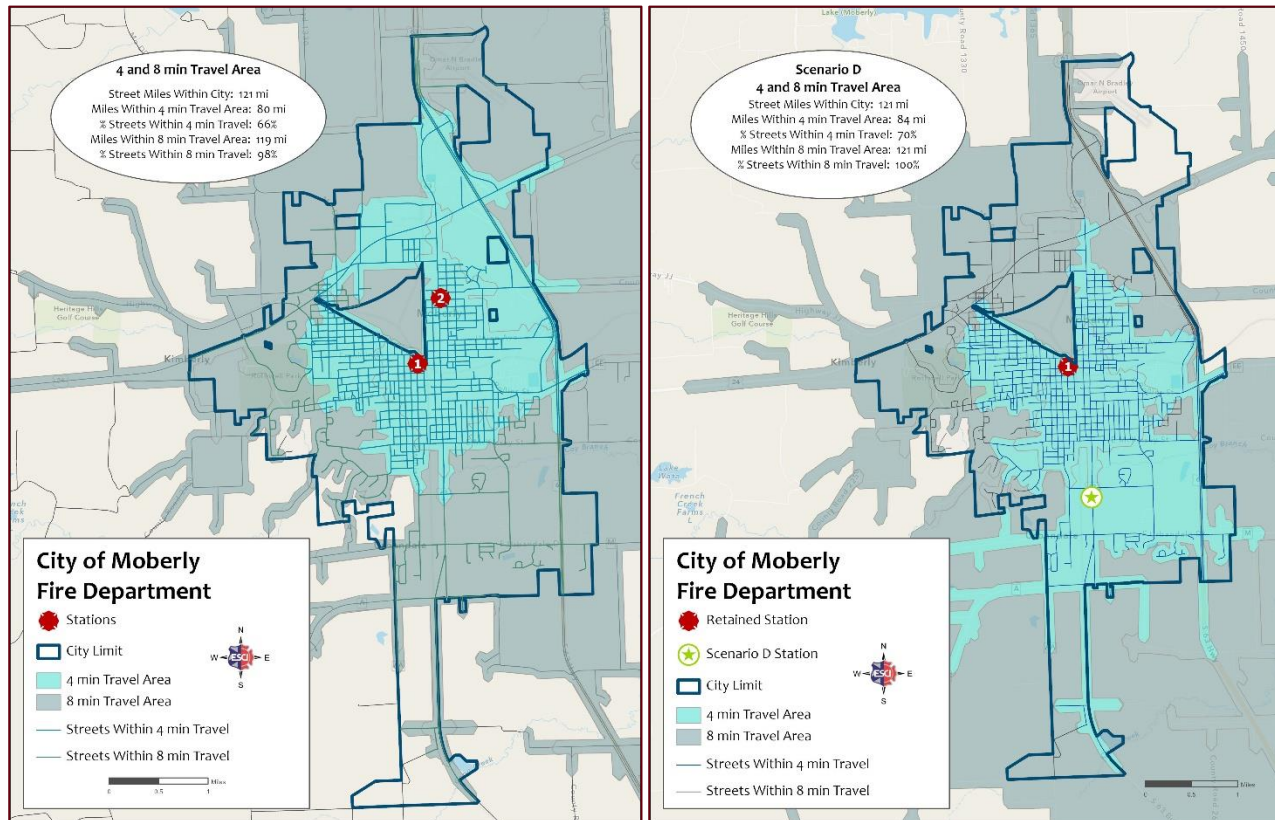
The City of Moberly has 121 miles of roads. Of these 121 miles, 65 percent or 78 miles would now be within 1.5 miles (ISO fire engine coverage metric) of a fire station in scenario D. This is an increase of 1 percent of road coverage compared with the current two fire station model. This is a direct increase in fire and EMS service levels for those citizens.

Scenario D NFPA 1710 Distribution

Because the ISO criteria used is theoretical, another typical measurement used is outlined in NFPA 1710. Within this standard, a travel time of 240 seconds, or 4 minutes, is identified as the benchmark for career departments to reach emergency incidents within their jurisdiction with the first arriving unit. Additionally, the balance of the response (called the effective response force or ERF) is required to arrive at the incident within 480 seconds, or 8 minutes.

The NFPA 4- and 8-minute travel time station coverage map for proposed property (PIN 10-1.0-12.0-3.0-000-005.000) is listed in the following figure. It outlines the new NFPA 1710 coverage for scenario D. The map on the right is the new location compared with the current coverage in the map on the left.

Figure 93: Predicted 4 and 8-Minute Travel Times, NFPA 1710 Scenario D
Property (PIN 10-1.0-12.0-3.0-000-005.000)



When measuring effectiveness through the use of NFPA 1710 travel time recommendations for assembling ERF, scenario D increases the ability to reach 4 road miles of coverage or 4 percent within four minutes. Furthermore, the ability to assemble the ERF within the eight minutes recommended by NFPA 1710 reaches the remaining two percent not originally covered for 100 percent coverage now. Consideration should still be given to additional staffing as MFD would not have the proper staff to commence interior firefighting operations in conjunction with industry standards and OSHA 29 CFR 1910.134(g)(4)(i) guidelines in the City's service area upon dispatch based on current staffing procedures and would have to wait for the remainder of the assignment to arrive. These guidelines and industry standards require two firefighters to be on-scene and available outside the hazard area while two are inside (two-in/two-out).

Scenario D Resource Concentration

In the above maps the daily minimum staffing becomes the ERF MFD can expect to assemble in the teal and grey areas. The total available ERF for MFD is represented by the daily minimum staffing of six firefighters split between two fire stations. Thus, there are times when only three firefighters are on scene to begin operations. Because of MFD's adopted minimum staffing none of the city service area meets the ability to provide the NFPA ERF for medium- and high-risk occupancies on a first alarm and will require additional alarms and resources from outside the community.

Scenario D Discussion

Using this proposed location can provide several benefits. These benefits could include the ability to take advantage of the larger plot of land to house administration, fire prevention, community rooms, police substations, ambulance substations and the potential to relocate the MFD training facility there. Furthermore, the ability to construct a larger fire station to house additional apparatus in the future and current reserve apparatus are all reasons to consider a relocation if the current location will not support those activities.

Additionally, scenario D allows for the city to have one fire station on each side of the railroad tracks that run north and south throughout. Based on the increase in coverage and effectiveness presented in scenario D, if only Fire Station 2 is to be relocated and rebuilt then scenario D is one of three potential options. Of these three potential options Scenario D is the preferred location.

Scenario E: Relocate both Fire Station 1 and Fire Station 2 with new facilities using MFD supplied parcel identification numbers (PIN) 07-7.0-36.0-2.0-000-060.001, PIN 07-7.0-36.0-2.0-000-060.000 and PIN 10-1.0-12.0-3.0-000-005.000.

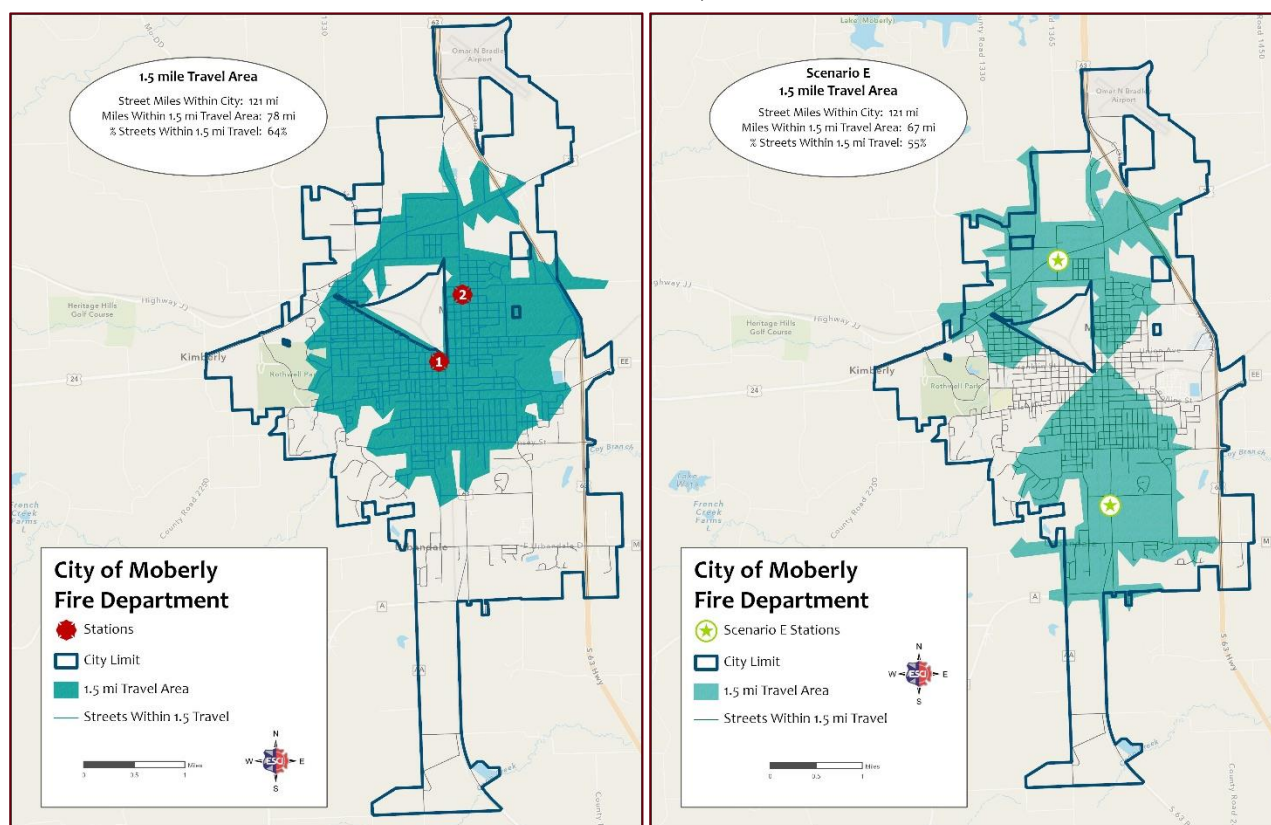
The fifth scenario considered includes the relocation of both Fire Station 1 and Fire Station 2 in new locations. The proposed properties (PIN 07-7.0-36.0-2.0-000-060.001, PIN 07-7.0-36.0-2.0-000-060.000 and PIN 10-1.0-12.0-3.0-000-005.000) were used to provide a specific location for each fire stations in this scenario.

Scenario E ISO Distribution

The ISO 1.5-mile station coverage map for the proposed properties (PIN 07-7.0-36.0-2.0-000-060.001, PIN 07-7.0-36.0-2.0-000-060.000 and PIN 10-1.0-12.0-3.0-000-005.000) are listed in the following figure. It outlines the new ISO coverage for a system with two fire stations, each in a new location. The map on the right are the new locations compared with the current coverage in the map on the left.

Figure 94: ISO 1.5 Mile Coverage Scenario E

Properties (PIN 07-7.0-36.0-2.0-000-060.001, PIN 07-7.0-36.0-2.0-000-060.000 and PIN 10-1.0-12.0-3.0-000-005.000)



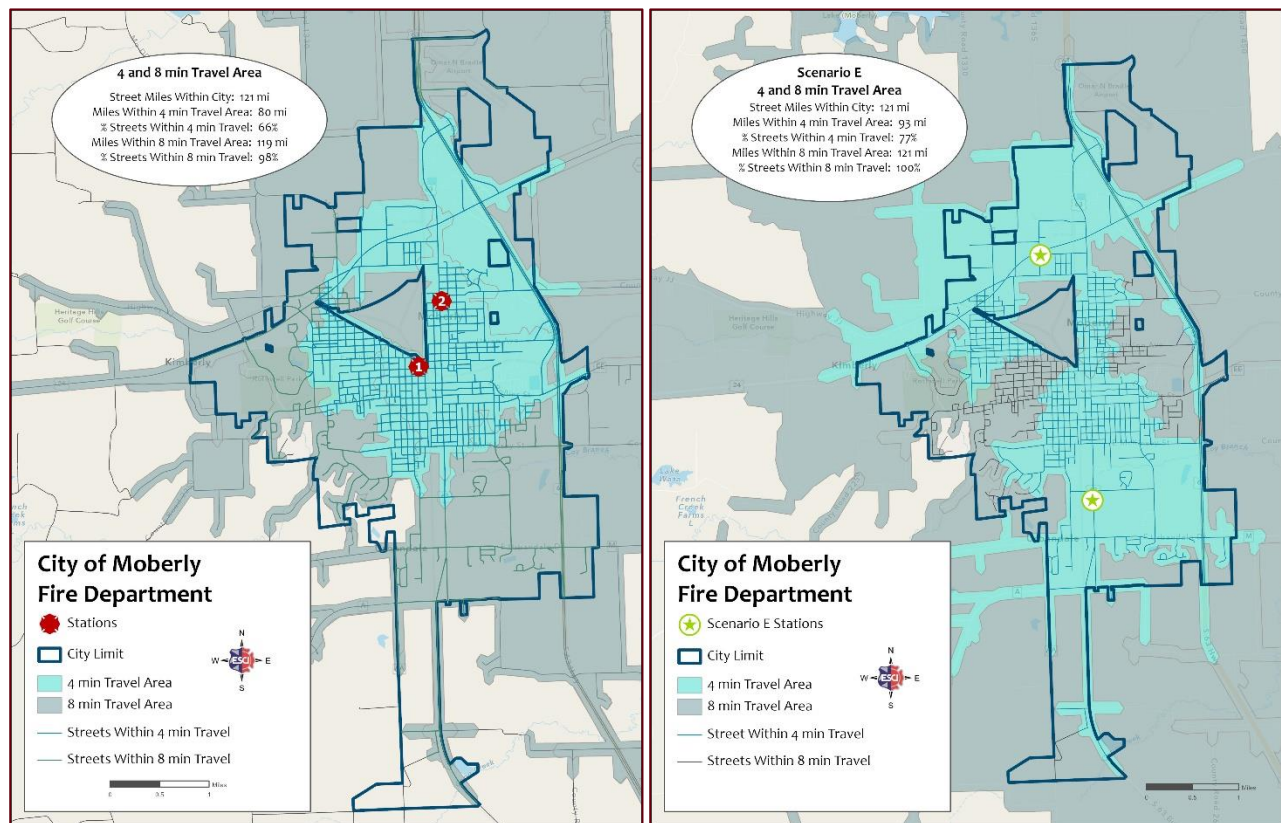
The City of Moberly has 121 miles of roads. Of these 121 miles, 55 percent or 67 miles would remain within 1.5 miles (ISO fire engine coverage metric) of a fire station if both fire stations were relocated. This is a decrease of 9 percent or 11 miles of road coverage compared with the current two fire station model. These 11 miles of roads and the population residing there would fall outside of the theoretical four-minute travel distance now. This is a direct decrease in fire and EMS service levels for the citizens as well as ISO coverage.

Scenario E NFPA 1710 Distribution

Because the ISO criteria used is theoretical, another typical measurement used is outlined in NFPA 1710. Within this standard, a travel time of 240 seconds, or 4 minutes, is identified as the benchmark for career departments to reach emergency incidents within their jurisdiction with the first arriving unit. Additionally, the balance of the response (called the effective response force or ERF) is required to arrive at the incident within 480 seconds, or 8 minutes.

The NFPA 4- and 8-minute travel time station coverage map for the proposed properties (PIN 07-7.0-36.0-2.0-000-060.001, PIN 07-7.0-36.0-2.0-000-060.000 and PIN 10-1.0-12.0-3.0-000-005.000) is listed in the following figure. It outlines the new NFPA 1710 coverage for scenario E. The map on the right is the new location compared with the current coverage in the map on the left.

Figure 95: Predicted 4 and 8-Minute Travel Times, NFPA 1710 Scenario E
proposed properties (PIN 07-7.0-36.0-2.0-000-060.001, PIN 07-7.0-36.0-2.0-000-060.000 and PIN 10-1.0-12.0-3.0-000-005.000)



When measuring effectiveness through the use of NFPA 1710 travel time recommendations for assembling ERF, scenario E increases the ability to reach an additional 13 road miles of coverage or 11 percent within four minutes. The ability to assemble the ERF within the eight minutes recommended by NFPA 1710 reaches the remaining two percent not originally covered for 100 percent coverage now. MFD still would not have the proper staff to commence interior firefighting operations in conjunction with industry standards and OSHA 29 CFR 1910.134(g)(4)(i) guidelines in the City's service area upon dispatch based on current staffing procedures and would have to wait for the remainder of the assignment to arrive. These guidelines and industry standards require two firefighters to be on-scene and available outside the hazard area while two are inside (two-in/two-out).

Scenario E Resource Concentration

In the above maps the daily minimum staffing becomes the ERF MFD can expect to assemble in the teal and grey areas. The total available ERF for MFD is represented by the daily minimum staffing of six firefighters split between two fire stations. Thus, there are times when only three firefighters are on scene to begin operations. Because of MFD's adopted minimum staffing none of the city service area meets the ability to provide the NFPA ERF for medium- and high-risk occupancies on a first alarm and will require additional alarms and resources from outside the community.

Scenario E Discussion

Based on the analysis if MFD chooses to relocate Fire Station 1 and Fire Station 2 into these new locations it will see a decrease in ISO coverage but an increase in travel time coverage. Some of the other benefits discussed outlined in the other scenarios would still be available. These benefits could include the ability to take advantage of the larger plot of land to house administration, fire prevention, community rooms, police substations, ambulance substations and the potential to relocate the MFD training facility there. Furthermore, the ability to construct a larger fire station to house additional apparatus in the future and current reserve apparatus are all reasons to consider a relocation if the current location will not support those activities.

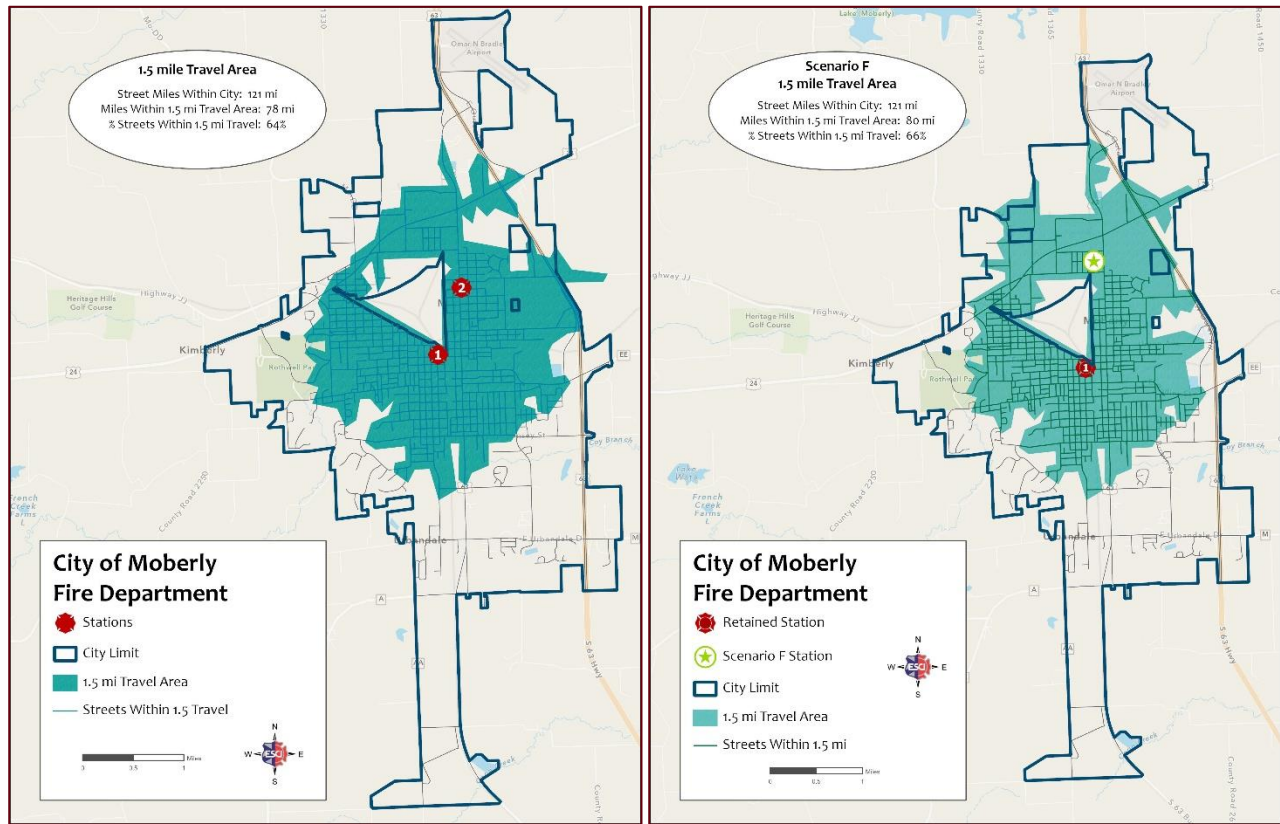
Additionally, scenario E also allows for the city to have one fire station on each side of the railroad tracks that run north and south throughout. Because Scenario E decreases the coverage for ISO criteria and other scenarios that relocate and rebuild both fire stations do not, scenario E is not recommended.

Scenario F: Maintain status quo with current Fire Station 1 and relocate Fire Station 2 with a new facility location using MFD supplied parcel identification number (PIN) 07-7.0-36.0-2.0-000-001.000.

The sixth scenario considered includes maintaining current operations from Fire Station 1 and relocating Fire Station 2 in a new location. The proposed property (PIN 07-7.0-36.0-2.0-000-001.000) was used to provide a specific location for this scenario.

Scenario F ISO Distribution

The ISO 1.5-mile station coverage map for proposed property (PIN 07-7.0-36.0-2.0-000-001.000) is listed in the following figure. It outlines the new ISO coverage for scenario F. The map on the right is the new location compared with the current coverage in the map on the left.

Figure 96: ISO 1.5 Mile Coverage Scenario F Property (PIN 07-7.0-36.0-2.0-000-001.000)

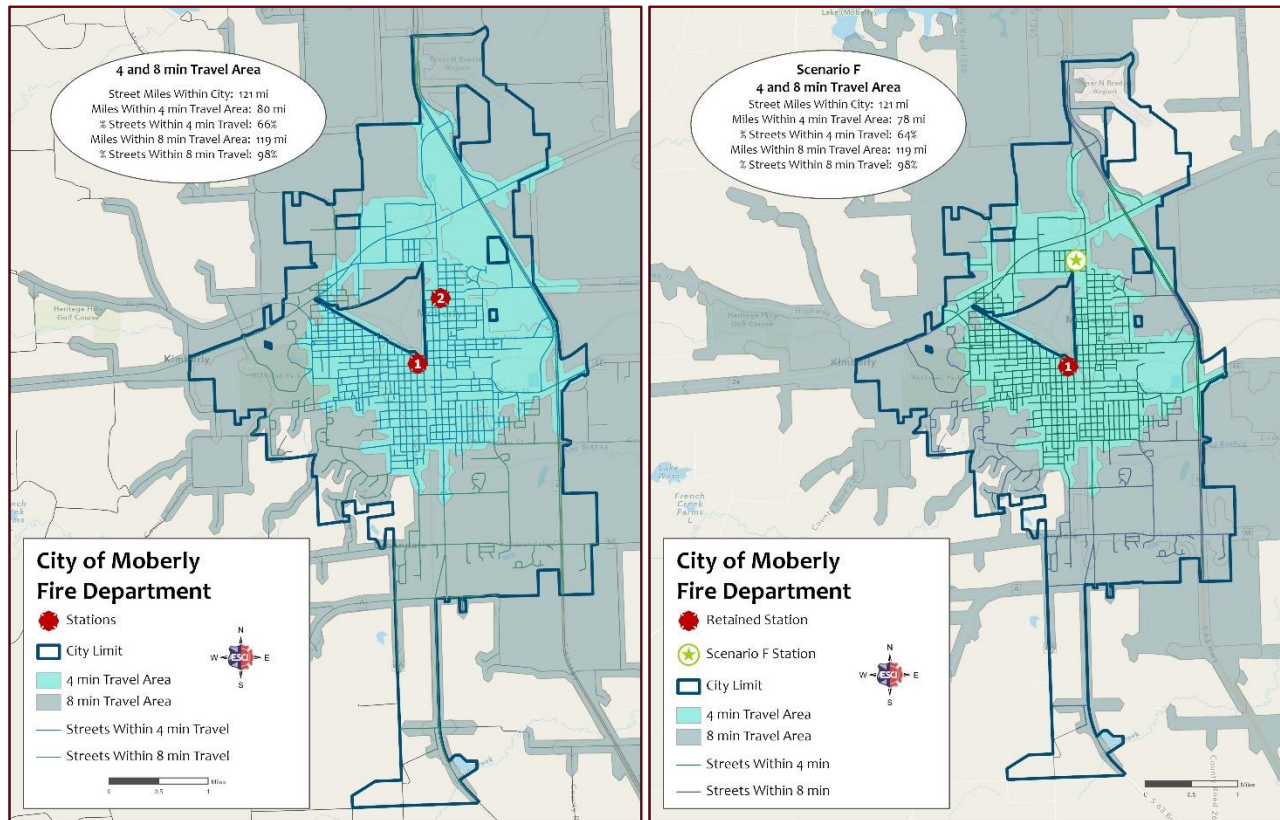
The City of Moberly has 121 miles of roads. Of these 121 miles, 66 percent or 80 miles would now be within 1.5 miles (ISO fire engine coverage metric) of a fire station in scenario F. This is an increase of 2 percent of road coverage compared with the current two fire station model. This is a direct increase in fire and EMS service levels for those citizens.

Scenario F NFPA 1710 Distribution

Because the ISO criteria used is theoretical, another typical measurement used is outlined in NFPA 1710. Within this standard, a travel time of 240 seconds, or 4 minutes, is identified as the benchmark for career departments to reach emergency incidents within their jurisdiction with the first arriving unit. Additionally, the balance of the response (called the effective response force or ERF) is required to arrive at the incident within 480 seconds, or 8 minutes.

The NFPA 4- and 8-minute travel time station coverage map for proposed property (PIN 07-7.0-36.0-2.0-000-001.000) is listed in the following figure. It outlines the new NFPA 1710 coverage for scenario F. The map on the right is the new location compared with the current coverage in the map on the left.

Figure 97: Predicted 4 and 8-Minute Travel Times, NFPA 1710 Scenario F
Property (PIN 07-7.0-36.0-2.0-000-001.000)



When measuring effectiveness through the use of NFPA 1710 travel time recommendations for assembling ERF, scenario F decreases the ability to reach 2 road miles of coverage or 2 percent less within four minutes. The ability to assemble the ERF within the eight minutes recommended by NFPA 1710 remains the same. Consideration should still be given to additional staffing as MFD would not have the proper staff to commence interior firefighting operations in conjunction with industry standards and OSHA 29 CFR 1910.134(g)(4)(i) guidelines in the City's service area upon dispatch based on current staffing procedures and would have to wait for the remainder of the assignment to arrive. These guidelines and industry standards require two firefighters to be on-scene and available outside the hazard area while two are inside (two-in/two-out).

Scenario F Resource Concentration

In the above maps the daily minimum staffing becomes the ERF MFD can expect to assemble in the teal and grey areas. The total available ERF for MFD is represented by the daily minimum staffing of six firefighters split between two fire stations. Thus, there are times when only three firefighters are on scene to begin operations. Because of MFD's adopted minimum staffing none of the city service area meets the ability to provide the NFPA ERF for medium- and high-risk occupancies on a first alarm and will require additional alarms and resources from outside the community.

Scenario F Discussion

Using this proposed location can provide several benefits. These benefits could include the ability to take advantage of the larger plot of land to house administration, fire prevention, community rooms, police substations, ambulance substations and the potential to relocate the MFD training facility there.

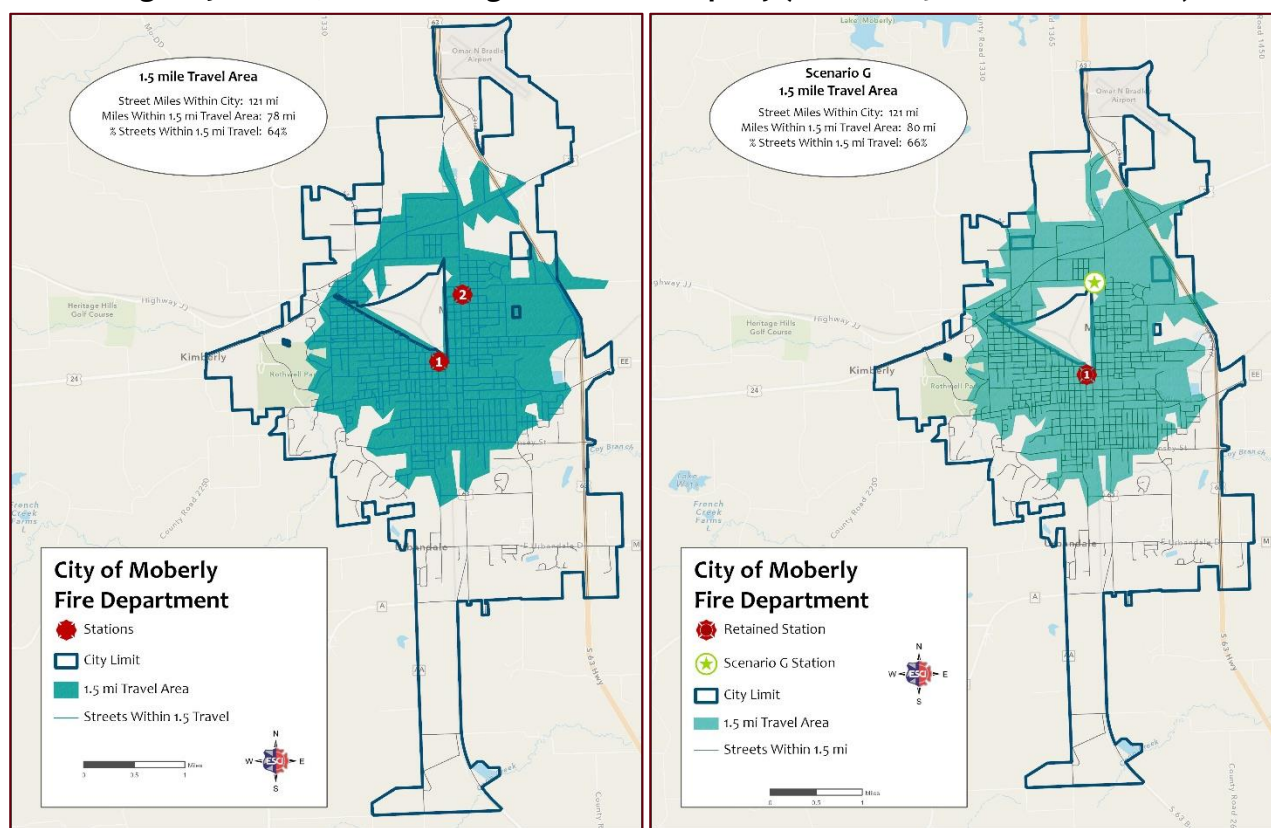
Furthermore, the ability to construct a larger fire station to house additional apparatus in the future and current reserve apparatus are all reasons to consider a relocation if the current location will not support those activities. Scenario F increase ISO coverage but decreases NFPA effectiveness slightly. Based on the potential decrease in effectiveness even with the increase in coverage, scenario F is not recommended because other scenarios provide an increase in both coverage and effectiveness.

Scenario G: Maintain status quo with current Fire Station 1 and relocate Fire Station 2 with a new facility location using MFD supplied parcel identification number (PIN) 07-7.0-36.0-2.0-000-070.004.

The seventh scenario considered includes maintaining current operations from Fire Station 1 and relocating Fire Station 2 in a new location. The proposed property (PIN 07-7.0-36.0-2.0-000-070.004) was used to provide a specific location for this scenario.

Scenario G ISO Distribution

The ISO 1.5-mile station coverage map for proposed property (PIN 07-7.0-36.0-2.0-000-070.004) is listed in the following figure. It outlines the new ISO coverage for scenario G. The map on the right is the new location compared with the current coverage in the map on the left.

Figure 98: ISO 1.5 Mile Coverage Scenario G Property (PIN 07-7.0-36.0-2.0-000-070.004)

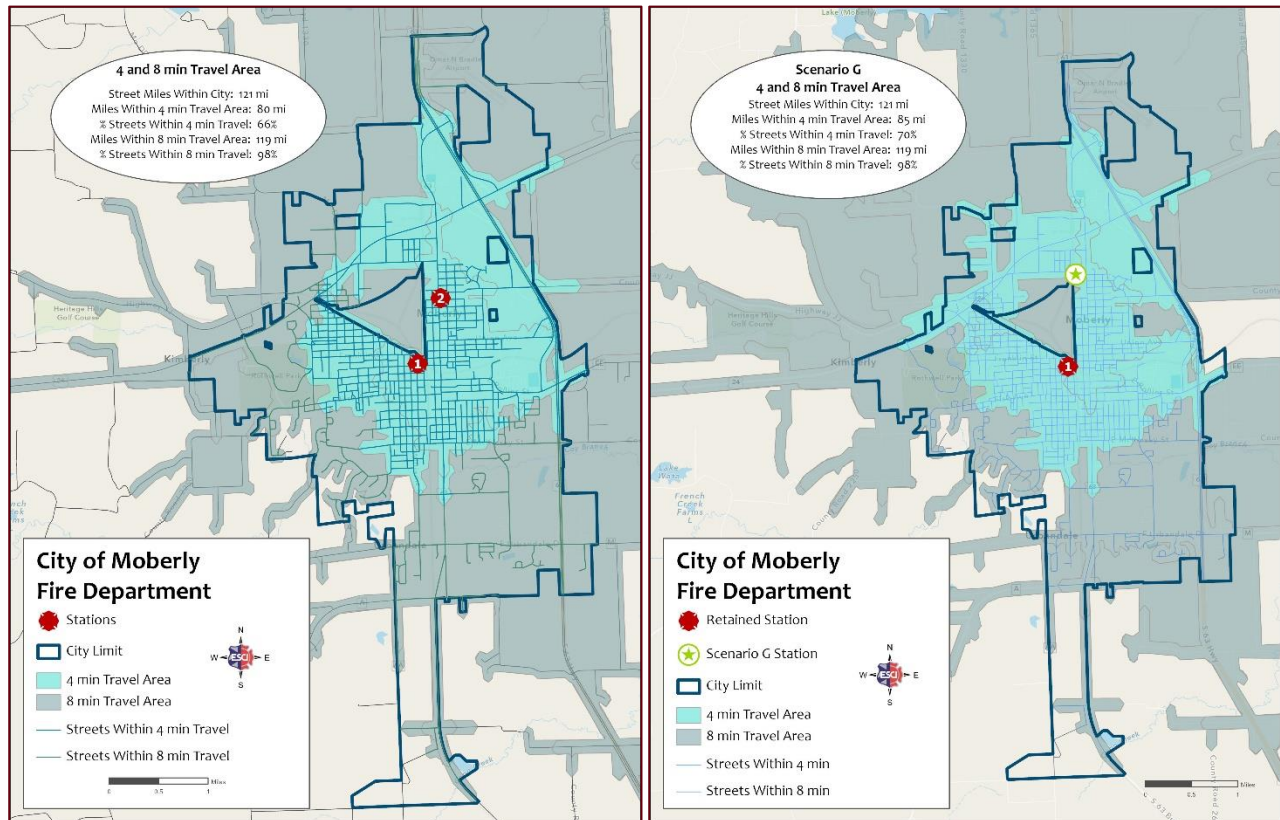
The City of Moberly has 121 miles of roads. Of these 121 miles, 66 percent or 80 miles would now be within 1.5 miles (ISO fire engine coverage metric) of a fire station in scenario G. This is an increase of 2 percent of road coverage compared with the current two fire station model. This is a direct increase in fire and EMS service levels for those citizens.

Scenario G NFPA 1710 Distribution

Because the ISO criteria used is theoretical, another typical measurement used is outlined in NFPA 1710. Within this standard, a travel time of 240 seconds, or 4 minutes, is identified as the benchmark for career departments to reach emergency incidents within their jurisdiction with the first arriving unit. Additionally, the balance of the response (called the effective response force or ERF) is required to arrive at the incident within 480 seconds, or 8 minutes.

The NFPA 4- and 8-minute travel time station coverage map for proposed property (PIN 07-7.0-36.0-2.0-000-070.004) is listed in the following figure. It outlines the new NFPA 1710 coverage for scenario G. The map on the right is the new location compared with the current coverage in the map on the left.

Figure 99: Predicted 4 and 8-Minute Travel Times, NFPA 1710 Scenario G
Property (PIN 07-7.0-36.0-2.0-000-070.004)



When measuring effectiveness through the use of NFPA 1710 travel time recommendations for assembling ERF, scenario G increases the ability to reach 5 additional road miles of coverage or 4 percent more within four minutes. The ability to assemble the ERF within the eight minutes recommended by NFPA 1710 remains the same. Consideration should still be given to additional staffing as MFD would not have the proper staff to commence interior firefighting operations in conjunction with industry standards and OSHA 29 CFR 1910.134(g)(4)(i) guidelines in the City's service area upon dispatch based on current staffing procedures and would have to wait for the remainder of the assignment to arrive. These guidelines and industry standards require two firefighters to be on-scene and available outside the hazard area while two are inside (two-in/two-out).

Scenario G Resource Coverage

In the above maps the daily minimum staffing becomes the ERF MFD can expect to assemble in the teal and grey areas. The total available ERF for MFD is represented by the daily minimum staffing of six firefighters split between two fire stations. Thus, there are times when only three firefighters are on scene to begin operations. Because of MFD's adopted minimum staffing none of the city service area meets the ability to provide the NFPA ERF for medium- and high-risk occupancies on a first alarm and will require additional alarms and resources from outside the community.

Scenario G Discussion

Using this proposed location can provide several benefits. These benefits could include the ability to take advantage of the larger plot of land to house administration, fire prevention, community rooms, police substations, ambulance substations and the potential to relocate the MFD training facility there.

Furthermore, the ability to construct a larger fire station to house additional apparatus in the future and current reserve apparatus are all reasons to consider a relocation if the current location will not support those activities.

Additionally, scenario G also allows for the city to have one fire station on each side of the railroad tracks that run north and south throughout. Based on the increase in coverage and effectiveness presented in scenario G, if only Fire Station 2 is to be relocated and rebuilt then scenario G is one of the three potential options.

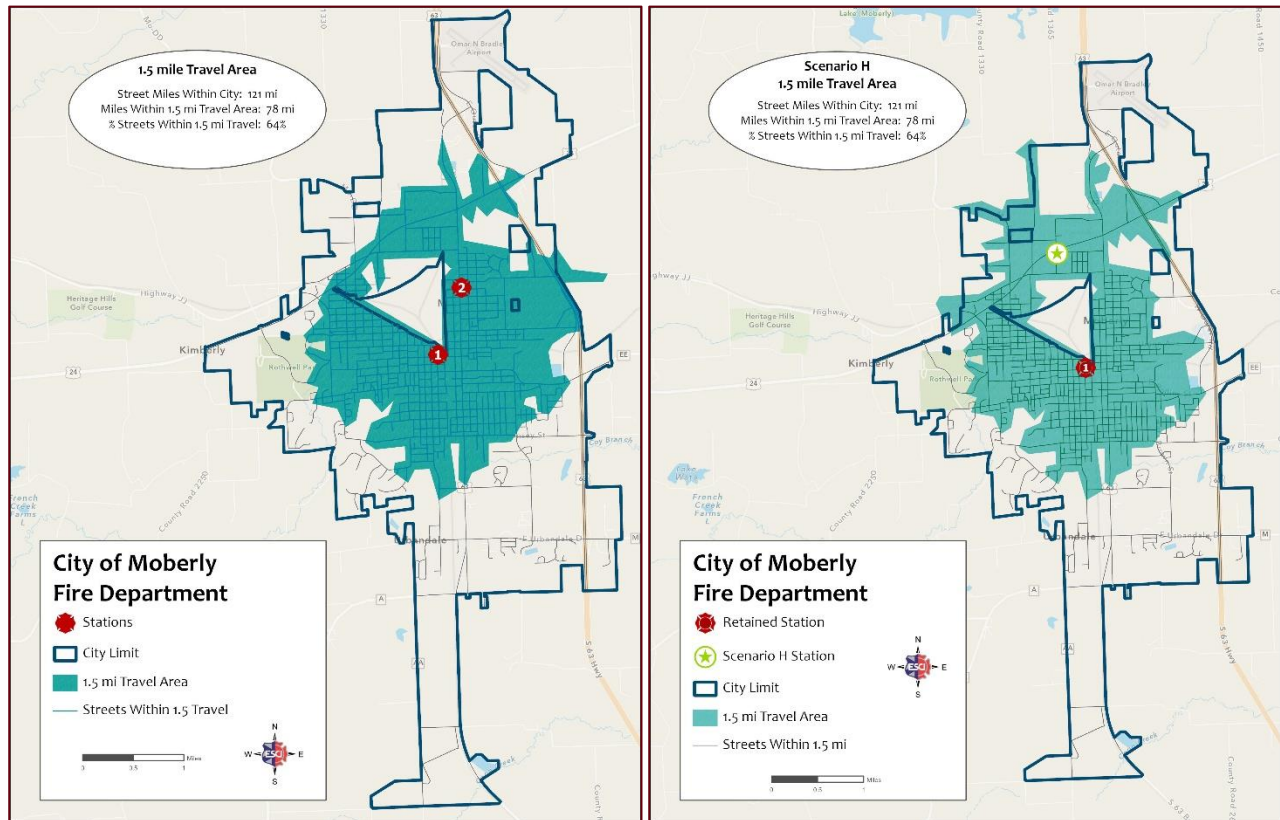
Scenario H: Maintain status quo with current Fire Station 1 and relocate Fire Station 2 with a new facility location using MFD supplied parcel identification number (PIN) 07-7.0-36.0-2.0-000-060.001 and PIN 07-7.0-36.0-2.0-000-060.000.

The eighth scenario considered includes maintaining current operations from Fire Station 1 and relocating Fire Station 2 in a new location. The proposed properties (PIN 07-7.0-36.0-2.0-000-060.001 and PIN 07-7.0-36.0-2.0-000-060.000) was used to provide a specific location for this scenario.

Scenario H ISO Distribution

The ISO 1.5-mile station coverage map for proposed property (PIN 07-7.0-36.0-2.0-000-060.001 and PIN 07-7.0-36.0-2.0-000-060.000) is listed in the following figure. It outlines the new ISO coverage for scenario H. The map on the right is the new location compared with the current coverage in the map on the left.

Figure 100: ISO 1.5 Mile Coverage Scenario H
Property (PIN 07-7.0-36.0-2.0-000-060.001 and PIN 07-7.0-36.0-2.0-000-060.000)



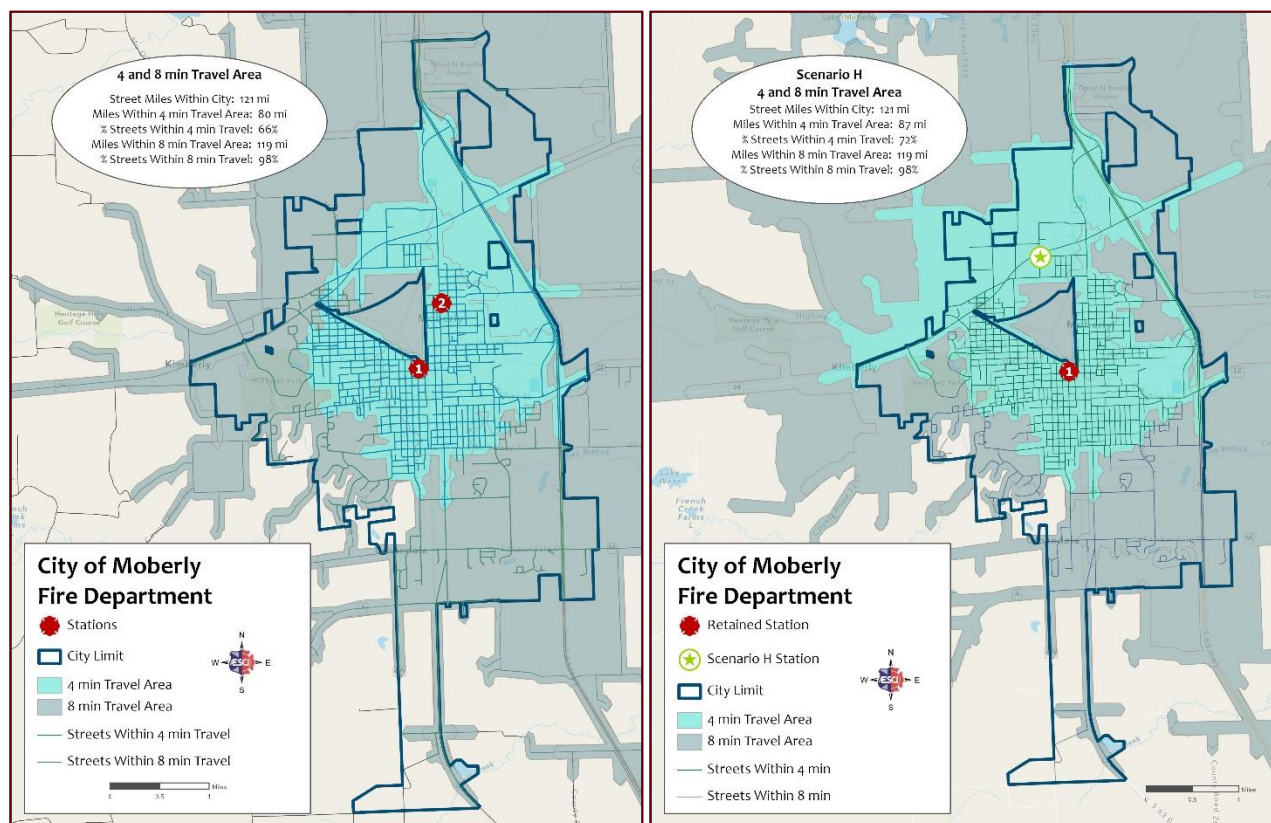
The City of Moberly has 121 miles of roads. Of these 121 miles, 64 percent or 78 miles would still be within 1.5 miles (ISO fire engine coverage metric) of a fire station in scenario H. This is exactly the same amount of road coverage compared with the current two fire station model.

Scenario H NFPA 1710 Distribution

Because the ISO criteria used is theoretical, another typical measurement used is outlined in NFPA 1710. Within this standard, a travel time of 240 seconds, or 4 minutes, is identified as the benchmark for career departments to reach emergency incidents within their jurisdiction with the first arriving unit. Additionally, the balance of the response (called the effective response force or ERF) is required to arrive at the incident within 480 seconds, or 8 minutes.

The NFPA 4- and 8-minute travel time station coverage map for proposed property (PIN 07-7.0-36.0-2.0-000-060.001 and PIN 07-7.0-36.0-2.0-000-060.000) is listed in the following figure. It outlines the new NFPA 1710 coverage for scenario H. The map on the right is the new location compared with the current coverage in the map on the left.

Figure 101: Predicted 4 and 8-Minute Travel Times, NFPA 1710 Scenario H
Property (PIN 07-7.0-36.0-2.0-000-060.001 and PIN 07-7.0-36.0-2.0-000-060.000)



When measuring effectiveness through the use of NFPA 1710 travel time recommendations for assembling ERF, scenario H increases the ability to reach 7 additional road miles of coverage or 6 percent more within four minutes. The ability to assemble the ERF within the eight minutes recommended by NFPA 1710 remains the same. Consideration should still be given to additional staffing as MFD would not have the proper staff to commence interior firefighting operations in conjunction with industry standards and OSHA 29 CFR 1910.134(g)(4)(i) guidelines in the City's service area upon dispatch based on current staffing procedures and would have to wait for the remainder of the assignment to arrive. These guidelines and industry standards require two firefighters to be on-scene and available outside the hazard area while two are inside (two-in/two-out).

Scenario H Resource Concentration

In the above maps the daily minimum staffing becomes the ERF MFD can expect to assemble in the teal and grey areas. The total available ERF for MFD is represented by the daily minimum staffing of six firefighters split between two fire stations. Thus, there are times when only three firefighters are on scene to begin operations. Because of MFD's adopted minimum staffing none of the city service area meets the ability to provide the NFPA ERF for medium- and high-risk occupancies on a first alarm and will require additional alarms and resources from outside the community.

Scenario H Discussion

Using this proposed location can provide several benefits. These benefits could include the ability to take advantage of the larger plot of land to house administration, fire prevention, community rooms, police substations, ambulance substations and the potential to relocate the MFD training facility there. Furthermore, the ability to construct a larger fire station to house additional apparatus in the future and current reserve apparatus are all reasons to consider a relocation if the current location will not support those activities. Based on the ability to maintain ISO coverage and increase NFPA effectiveness presented in scenario H, if only Fire Station 2 is to be relocated and rebuilt then scenario H is one of three potential options.

Fire Station Modification Discussion

In all cases considered, the closure or combination of the two fire stations reduced the services currently provided the most and has a negative effect on the ability to safely and effectively provide the same level of services MFD provides at present. Furthermore, the closure and combination of both fire stations into one station, creates a situation contraindicated by the chart in Figure 76: Criterion for Fire Station and Resource Need Determination, which shows trigger points for adding stations or resources. The station consolidation option considered lead to a decrease in the total miles covered, and fell well below the current level of 64 percent coverage within the ISO 1.5-mile engine company metric. Because of this scenario A is not recommended.

A summary and comparison of the various scenarios considered is provided in the following figure.

Figure 102: MFD Fire Station Modification Results

Total Number of Stations	Total Road Mileage	Road Miles Covered (1.5-Mile ISO Metric)	Percentage Covered	Change	Road Miles Covered (4/8 Minute NFPA Metric)	Percentage Covered	Change
Current 2 Stations	121 Miles	78 Miles	64%	None	(4) 80 miles (8) 119 miles	66% 98%	None
Scenario A 1 Station		64 Miles	53%	Decrease 11%	(4) 60 miles (8) 118 miles	49% 97%	Decrease 17% & 1%
Scenario B 2 Stations		74 Miles	61%	Decrease 3%	(4) 67 miles (8) 119 miles	55% 98%	Decrease 11%
Scenario C 2 Stations		81 Miles	67%	Increase 3%	(4) 95 miles (8) 121 miles	78% 100%	Increase 12% & 2%
Scenario D 2 Stations		78 Miles	65%	Increase 1%	(4) 84 miles (8) 121 miles	70% 100%	Increase 4% & 2%
Scenario E 2 Stations		67 Miles	55%	Decrease 9%	(4) 93 miles (8) 121 miles	77% 100%	Increase 11% & 2%
Scenario F 2 Stations		80 Miles	66%	Increase 2%	(4) 78 miles (8) 119 miles	64% 98%	Decrease 2%
Scenario G 2 Stations		80 Miles	66%	Increase 2%	(4) 85 miles (8) 119 miles	70% 98%	Increase 4%
Scenario H 2 Stations		78 Miles	64%	None	(4) 87 miles (8) 119 miles	72% 98%	Increase 6%

As Figure 102 depicts, scenario A, closing or combining fire stations decreases the area of engine coverage benchmarked against the ISO 1.5-mile travel distance from a fire station. This is well above the 30 percent travel time threshold recommended in Figure 76: Criterion for Fire Station and Resource Need Determination as a trigger point for the addition of a new fire station.

ESCI's analysis took many factors into consideration and determined that there is not a need for additional fire stations beyond the current two station model. Service delivery and performance indicators conclude the location of current stations provide the ability to meet established metrics for response and the scenarios offered provide opportunities to increase effectiveness and efficiency. Scenarios C, D, G, and H provide MFD the ability to increase effectiveness and efficiency when considering ISO and NFPA travel time scenarios. However, when considering the ISO metrics alone, scenarios A, B, and E decrease the area of engine coverage benchmarked against the ISO 1.5-mile travel distance from a fire station and could have a negative effect on ISO scoring and are not recommended. Scenario F increases ISO coverage but decreases NFPA effectiveness and thus is not recommended.

It was also determined that the two current fire stations while adequately located are not optimal for current operations. As discussed in the *Current Facilities & Apparatus* section of the report the current stations are old and beyond the life cycle of design for the structure. Furthermore, renovating would have significant costs and are most likely prohibitive. When evaluating the function of the facilities this report focuses on the inability to meet national consensus standards for fire station design and function regarding health and safety. Health and safety issues are at the top of the fire station design deficiencies and should be rectified for long term success of MFD and employee welfare.

As MFD begins to address the replacement of fire stations, it is advisable to adopt a “standardized” design wherever possible. Newly constructed stations should take into consideration NFPA 1500, 1710, and 1851. These standards address specific design considerations to improve firefighter health and safety. NFPA 1500: *Standard on Fire Department Occupational Safety, Health, and Wellness Programs* addresses the separation of crew quarters from apparatus bays to protect firefighters from carcinogens, as well as workout and exercise facilities to improve cardiac health. NFPA 1851: *Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting* addresses laundry facilities for personal protective equipment, uniforms, and bedding.

Based on this ESCI recommends developing a replacement schedule for the current fire stations as well as ensure administrative and support functions of the department are incorporated into the design phase for space. A sample replacement plan for MFD Fire Stations is listed below.

Figure 103: Sample Fire Station Replacement Schedule

Location	Year 1	Year 2	Year 3	Year 4
Fire Station 2	Design	Construction	Completion	
Fire Station 1		Design	Construction	Completion

While NFPA 1710: *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments* pertains to response times, the proper design of a fire station can have a positive impact on turnout times. Collectively, these NFPA standards can have a positive impact on the effectiveness of the department and the safety of its most valuable resource.

The City of Moberly could expand the role of public safety at these fire stations and approach rebuilding from a community public safety standpoint. This would include designing the spaces to accommodate police substations, ambulance housing, and community rooms for the public to use.

Recommendation 2: Recommend adopting ERF staffing based on occupancy risk. Current practice is defined by unit staffing and not incident required staffing.

A fire department's concentration is the spacing of multiple resources close enough together so that an initial "Effective Response Force" (ERF) for a given risk can be assembled on the scene of an emergency within the specific time frame identified in the community's performance goals for that risk type. An initial effective response force is defined as that which will be most likely to stop the escalation of the emergency. Because MFD stations are well placed the ability to increase ERF can be achieved by simply increasing the current minimum staffing of suppression units. The ability for both of the stations in MFD to converge in the 8-minute time frame means the ability to increase ERF can be achieved by increasing staff on current units.

ESCI recommends the following ERF goal for structure fires:

Moderate Risk Structure Fire—Effective Response Force (ERF) Response Performance Goal

For 90 percent of all emergency structure fire incidents, the ERF with a minimum of 17 personnel deployed, a minimum of two engines, one aerial, and one Captain shall arrive in 8 minutes. The ERF shall be capable of establishing incident command, maintaining a sustained fire flow, advancing fire attack lines and back-up lines, initiating victim search and rescue, ventilation, and controlling utilities. MFD will have to rely on Randolph County to provide an ambulance if needed.

Note that the effective response force may include mutual or automatic aid resources. If aid from adjacent agencies is required to achieve the ERF, these resources must be included in the initial dispatch. This reduces the response time necessary to assemble adequate resources to mitigate the emergency. This initial ERF does not necessarily represent the entire alarm assignment, as additional units may be assigned based on long-term incident needs and risks. Additional engines, ladders, or other specialty companies are assigned to higher risk responses to accomplish additional critical tasks that are necessary beyond the initial attack and containment.

NFPA 1500 and 1710 both recommend that a minimum acceptable fire company staffing level should be four members responding on, or arriving with, each engine and ladder company responding to any type of fire. However, local discretion is allowed to meet locally adopted standards and risk profiles, and are compliant with NFPA standards.

The additional staff required to achieve this recommendation can be hired over a period of time to lessen the impacts of the increases staffing costs associated with the recommendation.

Impact to Fire Suppression

Establishing a minimum staffing based on an Emergency Response Force (ERF) of 17 firefighters provides for several improvements to the fire suppression capabilities of MFD. The increases in staffing would directly result in additional credit for the ISO categories evaluating deployment and staffing.

Recommendation 3: Place an aerial ladder truck in service at Fire Station 1.

The City of Moberly has experienced some development regarding the types of occupancies. As discussed these occupancies allow the MFD to predetermine the type of risk associated with each. Furthermore, the City FLUM has also provided the ability to predict and control the growth. Many of the current occupancies, recently completed occupancies and proposed projects involve moderate and high-risk occupancies with large square footage or multiple stories with large square footage. Firefighting activities significantly get more difficult with every story of height experienced. These types of occupancies require a larger ERF and more specifically the use of aerial ladder trucks.

Adding an aerial ladder truck to Fire Station 1 with 4-person staffing daily would be a significant positive step in addressing the established risk profile and current and future response needs of the MFD. Essential aerial ladder company operations include search, ventilation, high angle rescue, heavy extrication, aerial and water tower operations. With the large housing stock, freeways, high-speed thoroughfares, multiple story structures, and complex building campuses, a 4-person aerial ladder truck equipped with search, rescue, and aerial ladder capabilities will provide essential critical tasking in a timely manner. This resource is an essential part of the critical tasking elements and serves an important part of the ERF response within the 8-minute recommended ERF target.

For aerial ladder companies staffed with four personnel, the driver/operator of the first arriving aerial ladder company must remain with the apparatus to safely position and operate the aerial ladder while the other three firefighters also perform critical fireground tasks such as ventilation, search and rescue. Due to the demands of fireground activities, a fire attack initiated by companies with only three or fewer firefighters is not capable of effecting a safe and effective fire suppression and/or rescue operation until additional personnel arrive.

Insufficient numbers of emergency response units or inadequate staffing levels on those units expose civilians and firefighters to increased risk, further drains already limited fire department resources, and stresses the emergency response system by requiring additional apparatus to respond from further distances. Failing to assemble sufficient resources on the scene of a fire in time to stop the spread and extinguish the fire, conduct a search and rescue, or rescue any trapped occupants puts responding firefighters and occupants in a dangerous environment with exponential risk escalation such that it is difficult to catch up and mitigate the event to a positive outcome.

The addition of an aerial ladder truck at Fire Station 1 would provide additional ISO credit and benefit.

Impact to Fire Suppression

MFD implementation of this recommendation prior to the adoption and increase of ERF recommended in Recommendation 2 the service area will still see a significant increase in ability to assemble an enhanced ERF to include an aerial truck.

The increases in staffing would directly result in additional credit for the ISO categories evaluating deployment and staffing.

The daily staffing for MFD can be as low as six firefighters. It is important to remember that an ERF of 17 is recommended for mitigation of a single-family dwelling fire. The ERF required for moderate and major risk classifications increases from 17 firefighters to 28 firefighters for moderate risks and to 42 firefighters for major risks. These risks include mitigation of apartments, strip malls, and commercial building fires.

The areas of Moberly experiencing the increased ERF by implementing the recommendation of adding an aerial ladder truck to Fire Station 1 are consistent with areas that would require the increased ERF based on risk classification.

Recommendation 4: Develop and fund an appropriate long-range apparatus purchasing and replacement plan.

MFD does not have a formal apparatus replacement plan. Apparatus replacement within the MFD is primarily based on the age of apparatus, with apparatus being moved to reserve status on a case-by-case basis. Engine (pumpers) and ladder trucks are scheduled for front-line replacement as needed.

The following figure provides an estimate of replacement costs and replacement years for each of MFD's engines and aerial ladder truck. In this figure, ESCI utilized a 15-year life expectancy for frontline engines and 20 years for the truck. As mentioned previously, NFPA 1901 recommends that fire apparatus 15 years of age or older be placed into reserve and replaced after another 10 years of use.

The following figure illustrates the significant financial requirements for MFD apparatus.

Figure 104: Estimated MFD Major Apparatus Replacement Costs & Dates

Apparatus	Estimated Replacement Cost ³⁴	Annual Cash Requirements	Life Expectancy	Replacement Year
300	\$75,000	N/A	15	Overdue
304	\$630,000	N/A	15	Overdue
306	\$75,000	N/A	15	Overdue
305	\$630,000	\$43,680	15	2022
301	\$1,200,000	\$72,999	20	2026
310	\$75,000	\$6,850	15	2028
302	\$630,000	\$57,480	15	2029
303	\$160,000	\$11,386	20	2030
Chief Car	\$75,000	\$7,697	15	2032
313	\$75,000	\$8,005	15	2033
Totals:	\$4,319,343	\$207,828		

The amounts contained in the preceding figure are rough estimates only and are intended to provide a context for the approximate potential costs and life expectancies of apparatus. This estimated replacement plan also does not take into consideration any apparatus currently being purchased or approved for purchase. Replacement costs could be higher or lower, depending upon the configurations of each apparatus and the actual date of replacement. Furthermore, the replacement schedule based on life expectancy decided upon can accelerate the expenditure of funds.

The replacement schedule was provided to outline the significant capital investment for apparatus replacement the City of Moberly can expect in addition to replacing fire stations.

³⁴ Using a 4% rate of inflation.

Recommendation 5: Establish funding to construct a new training facility.

All of the training areas and classrooms are in poor condition and lack the necessary components to conduct an effective training program. One option for MFD is to use the identified plot of land for the new station to include a modern training facility. ESCI recommends one of the identified sites be approved along with a funding strategy to design and construct a new facility as soon as possible. Constructing a modern training facility to comply with industry standards concerning classrooms, practice grounds, training tower, live-fire building, and training props is a significant investment of capital. However, the ability to provide training is not only necessary it is required for ISO requirements. The requirements specifically require training at approved facilities.

MFD will be challenged to finance the full build out of the training facility on its own while rebuilding fire stations and replacing apparatus, but alternatives are available:

Examples of recently constructed basic fire training facilities illustrate that these facilities need not be complicated or ornate to be quite functional.

Figure 105: Example Training Facility



SECTION IV: Conclusion

CONCLUSION

The ESCI project team began collecting information concerning MFD in the early spring of 2022. It takes a forward-thinking government and organization not afraid to question current policies and processes to truly achieve continuous improvement. The services provided by the MFD are exceptional and, in some cases, exceed the national standard. The challenges faced by City Council and the MFD are not unique to their jurisdiction and mimic discussions being held around the country. Measuring the effectiveness of services balanced with cost efficiencies are very important discussions. Policy decisions often require very tough conversations and can even lead to tougher decisions. The City of Moberly obviously takes this seriously, and ESCI appreciates the ability to provide a data-driven document to assist with those deliberations.

ESCI team members recognize that this report contains a large amount of information, and ESCI would like to thank the Chief, City leadership, and fire department employees for their efforts in bringing this project to fruition. ESCI would also like to thank the various individuals for their input, opinions, and candid conversations throughout this process. It is ESCI's sincere hope the information contained in this report is used to its fullest extent, and the emergency services provided to the citizens of Moberly will continue to be best served by the Moberly Fire Department.

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City of Moberly

City Council Agenda Summary

Agenda Number: #3.
 Department: Public Works
 Date: September 6, 2022

Agenda Item: Receipt of proposals for re-establishing existing ditches in areas of Moberly.

Summary: We advertised for proposals for re-establishing existing ditches in areas of Moberly for a per/ft unit price. Only one bid was received for \$7.25/ft from Willis Brothers. The estimated total distance is approximately 9,000' for the work, making the estimated total project around \$65,000. Staff recommends accepting the bid from Willis Brothers.

Recommended

Action: Accept this bid.

Fund Name: Transportation Trust

Account Number: 600.000.5406

Available Budget \$: 40,000.00

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input checked="" type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Brubaker	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Kyser	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Lucas	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

REQUEST FOR PROPOSALS

The City of Moberly will be accepting sealed proposals to re-establish existing ditches to optimum flowline in various parts of the City of Moberly. Contractor must haul off and properly dispose of excess material and shall provide necessary traffic control around the work area and clean up streets/ROW upon completion.

Sealed proposals marked “**Re-establish Existing Ditches**” will be accepted at the City Clerk’s Office at 101 W Reed St, Moberly, Missouri 65270, until **Wednesday, August 10, 2022 at 10:00 a.m.**

The City reserves the right to accept or reject any or all bids. For more information and bid sheet, contact the Director of Public Works office at City Hall, 660-269-7638.

Submitted by Tom Sanders
Director of Public Works

PLEASE PUBLISH ONE (1) TIME IN THE FOLLOWING EDITION OF THE MONITOR INDEX:
WEEKEND EDITION, JULY 29-30, 2022

Re-Establish Existing Ditches

CITY OF MOBERLY

"BID OPENING"
Sign-In Sheet

Date: 8/10/2022, 10:00 AM

<u>Name</u>	<u>Company</u>
<u>Shannon Hance</u>	<u>City of Moberly</u>
<u>TOM SANDERS</u>	<u>"</u>
<u>Jim Willis</u>	<u>WRE</u>
<u> </u>	<u> </u>
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Re-establish Existing Ditches

CITY OF MOBERLY

"BID OPENING"

Date: 8/10/2022, 10:00 AM

Willis Bros, Inc

\$ 7.25 per foot

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

CITY OF MOBERLY, MISSOURIRE-ESTABLISHING EXISTING DITCHES - PROPOSAL FORMBids due by 10:00AM on Wednesday, August 10, 2022BY FOOTAGE

1.) \$ 7.25 per foot.

Willis Bros., Inc.
30285 Kimball Pl.
Macon, MO 63552

Contractor (Name) Willis Bros., Inc.
30285 Kimball Pl.
Macon, MO 63552

660.385.3327

Address

Jim Willis

Signature

8-10-22

Date

RE-ESTABLISH EXISTING DITCHES

Bid 8-10-20
Quinn

1. 1721 Lakewood
2. 516 Fulton Ave
3. 403 E Carpenter
4. Hinkley & Quinn
5. 1333 E Logan
6. 925 N Ault
7. 420 Betty
8. 725 Weintz
9. 530 N Moulton
10. 1304 Bertley
11. 400 Block of Chandler
12. Jefferson/N Moulton
13. All Wabash Heights
14. Terrill Rd
15. 204 Edgewood
16. W Urbandale
17. 501 Morehead
18. Collins
19. 5 Fair oaks
20. 618 Porter
21. Jackson
22. 413 Jefferson
23. 144 Tannehill

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#4.

Department: Comm. Dev.

Date: September 6, 2022

Agenda Item: Receipt of proposals for In-fill Housing

Summary: We advertised for proposals for in-fill housing. Numerous area developers were notified directly to try and get several proposals. Proposals were opened on August 9, 2022. One proposal was received from Johnston Construction for the lot at 809 Vincil. It was for a single family slab construction home (see attached). Staff recommends accepting the proposals from Johnston Construction.

Recommended

Action: Accept this proposal.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input checked="" type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

___ ___

Council Member

M___ S___ **Brubaker**

___ ___

M___ S___ **Kimmons**

___ ___

M___ S___ **Kyser**

___ ___

M___ S___ **Lucas**

___ ___

Passed Failed

City of Moberly Seeking Proposals

The City of Moberly is currently seeking sealed proposals for residential lots around the community. The City has numerous properties around the community that we have acquired either through donation or foreclosure due to abatement charges against the properties. Many of these properties the City has thousands of dollars invested in the clean-up. Due to the demand in housing, our priority is to seek in-fill housing on these existing areas of the community and the City is willing to donate the lots to the right project. While many of the properties are not considered prime locations, keep in mind that new infill can be the spark to turn a neighborhood around.

The City will review proposals of the list of lots available and donate the properties to the selected proposals. The City staff will evaluate the proposals based on historical performance of the builder, proximity of lot to other lots owned by developer, proposed time frame, number of proposals, how well the proposed structure meets the character of the neighborhood

Please contact Carla Beal at (660) 269-7638 for a list of available properties, and information on proposal format.

Proposals will be accepted from now until **August 9, 2022 at 10:00AM.**

Please send all sealed proposals with **“In-Fill Housing”** on the envelope to the following:

Shannon Hance, City Clerk
101 W Reed St.
Moberly, MO 65270

CITY OF MOBERLY

"BID OPENING"
Sign-In Sheet

Date: 08/09/2022, 10:00AM

Name

Shannon Hance

Cora Weedin

Company

City of Moberly

CITY OF MOBERLY

“BID OPENING”

Date: 08/09/2022, 10:00AM

Johnston Builders, LLC

\$

809 Vincil St.

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$



809 Vincil St

08.02.2022

Charles Johnston

Johnston Builders

308 S 6th

Moberly Mo. 65270

(573)286-1870

Submitted for approval. One three bedroom two bath 1248sqft home with open concept kitchen, dining area, and large laundry, and mechanicals room. The footprint of the home would be 26'x48' allowing us to stay within the setbacks in R-2 Zoning.

We have built this same floor plan at 726 S 4th with an attached garage. We also have one under construction at 920 S. Williams and believe it would be a great addition to the neighborhood on Vincil.

It is our goal to provide attractive, affordable homes to median income families in the community we live and work in. To do so hinges greatly on our ability to obtain lots as affordably as possible. The city's acceptance of our proposal would help us to cut the cost of the home to the consumer by an estimated \$12,500usd while also breathing new life into a neighborhood in decline.

Upon City approval Johnston Builders would seek bank approval and look to begin early phases (Plumbing, Flatwork) Before end of 2022 an bring it to market in early 2023.

Respectfully submitted



City of Moberly

City Council Agenda Summary

Agenda Number: #5.
 Department: Police
 Date: September 6, 2022

Agenda Item: A Resolution Approving An Invoice From The Tech Shop, LLC For Off-Site Data Storage For The Moberly Police Department

Summary: The Police Department's current off-site data storage provider is no longer able to provide adequate storage or accessibility. With continued increases in video storage requirements and security concerns, a CJIS approved off-site records back up was needed. Cost is \$6,240.00 dollars and as The Tech Shop is our current IT provider, they are able to provide this to us. This is a budgeted expense.

Recommended Action Approve this resolution

Fund Name: Data Processing

Account Number: 100.007.5403

Available Budget \$: 84,961.15

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ Brubaker	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kyser	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Lucas	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

BILL NO: _____

RESOLUTION NO:_____

A RESOLUTION APPROVING AN INVOICE FROM THE TECH SHOP, LLC FOR OFF-SITE DATA STORAGE FOR THE MOBERLY POLICE DEPARTMENT.

WHEREAS, The Tech Shop, LLC has served as the Information Technology Administrator for the Police Department for the past several years; and

WHEREAS, the Moberly Police Department solicited a bid from The Tech Shop for a CJIS approved off-site records back-up for certain police records; and

WHEREAS, The Tech Shop, LLC submitted the attached Invoice for Off-Site Data Storage for a cost of Six Thousand Two Hundred and Forty Dollars (\$6,240.00) which amount is believed to be fair and reasonable.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby authorizes the City Manager to pay the attached invoice in the amount of \$6,240.00 and further authorizes the City Manager to execute any documents related to said purchase.

RESOLVED this 6th day of September, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

The Tech Shop

PO Box 676

Columbia, MO 65205

5736150555

Support@TheTechShopMO.com

www.thetechshopmo.com

THE TECH SHOP
SIMPLIFYING TECHNOLOGY

#5.

INVOICE

BILL TO

Moberly Police Department

INVOICE # 4815**DATE** 09/01/2022

ACTIVITY	QTY	RATE	AMOUNT
Service Agreement Hybrid Onsite / Cloud Backup Plan (BILLED ANNUALLY) -Full Image Backup -Cloud and Onsite Storage for Redundancy -5TB Allowance -Encrypted -Server Images, Full NAS Backups -Includes Onsite Storage for Backups	1	6,240.00	6,240.00

BALANCE DUE

\$6,240.00

City of Moberly

City Council Agenda Summary

Agenda Number: #6.
Department: Police
Date: September 6, 2022

Agenda Item: A Resolution Approving An Agreement With The Tech Shop, LLC To Provide Information Technology Administrative Services To The Moberly Police Department.

Summary: Annual renewal of the service agreement for fully managed IT services for the Police Department by The Tech Shop. Annual cost is \$16,800. Agreement provides 24/7 monitoring/management, managed anti-virus, remote patch management, office 365 account management, consultation on future technology projects and vendor management.

Recommended Action: Approve this resolution

Fund Name: Data Processing

Account Number: 100.007.5403

Available Budget \$: 84,961.15

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call

Aye Nay

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

M___ S___ **Lucas** ___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THE TECH SHOP, LLC TO PROVIDE INFORMATION TECHNOLOGY ADMINISTRATIVE SERVICES TO THE MOBERLY POLICE DEPARTMENT.

WHEREAS, The Tech Shop, LLC, has served as the Information Technology Administrator for the Police Department for the past four years; and

WHEREAS, The Tech Shop LLC, has proposed a one-year renewal for 2022 to 2023 of its last contract with the Moberly Police Department at the same price of \$16,800.00; and

WHEREAS, attached hereto is an Invoice and Agreement describing the services to be provided to the Police Department.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the attached Invoice and Agreement and authorizes the City Manager to pay an amount not to exceed \$16,800.00 annually.

RESOLVED this 6th day of September 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk



MANAGED SERVICES AGREEMENT TERMS AND CONDITIONS

The Tech Shop's Managed Services agreement is our comprehensive IT management program providing proactive IT monitoring, support services, and maintenance of your technology infrastructure. We will install an agent that operates in the background of each protected computer and server which will allow for centralized reporting, management, and remote support from our professional technical team.

Features of our Agent Include:

Service	What it Does	Benefits
Daily Safety Checks	-Verifies status of backup/antivirus systems -Monitors unauthorized login attempts -System vulnerability checks	-Provides added layer of protection -Enhances Security -Provides peace of mind
Daily Health Checks	-Comprehensive scan of your system and logs -Checks extensive list of applications and services -Identifies potential problems in advance	-Less downtime -Provides improved insight into your systems health and performance
Weekly Reporting	-Delivers a detailed report to your inbox each week	-Helps you keep informed on the health and security of your critical IT assets
24/7 Monitoring	-Checks all network and internet connections -Delivers information quickly about errors -Highlights problems that need fixed	-Identifies a comprehensive range of issues before damage is done -Maximizes system performance
Proactive Maintenance	-Provides patching and security updates to the OS -Manage and installs all software updates -Manages other automated tasks	-Improves system performance and uptime -Helps you work smarter and faster -Cost effective solution
Managed Antivirus	-Finely tuned Antivirus protection policies -Managed quarantined system -Zero day threat protection	-Reduces downtime and needless IT service calls due to PC infections

Remote Access

One great benefit of our managed services program is the world class remote access support. This allows our technicians to amend most problems remotely. This provides a much more rapid response time compared to a service call. This also eliminates additional expenses associated with unnecessary on-site service calls.

Management Fee Includes:

- Agent licensing fee, which INCLUDES truly managed antivirus, daily safety checks, and weekly reports.
- Unlimited Remote Support of end users including desktops, workstations, laptops, and tablets.
- Adds, moves, and changes for email and active directory systems.
- Remote troubleshooting, maintenance, and repair of data networks.
- Remote troubleshooting, maintenance, and repair of server, storage, and virtual infrastructure
- Consultation on new technology available and recommendations on technology upgrades.

Items Not Covered:

- The cost of any hardware or software
 - Examples include hardware upgrades, hardware required to repair covered equipment, software upgrades, and new hardware/software
- Implementation of significant infrastructure (Servers, networking, storage, firewall, etc.) changes and/or new applications. These new deployments will be performed on a project basis with a clear, concise price and statement of work defining the requirements and expectations prior to commencement.
- Physical Wiring
- Any onsite assistance not covered by the terms of this agreement

Overview

This agreement covers just about everything including antivirus, server management, workstation management, and more. In essence, the only things not covered by this are required hardware for repairs, any future purchases or changes to the infrastructure, and onsite assistance. We strive to have a <1-day response time to all of our contract clients, and have been very successful at meeting that goal thus far.

Terms

This agreement between **The Tech Shop** and **Moberly Police Department** shall commence on September 1, 2022 and shall continue until August 31, 2023 for a one year term at the predetermined rate of **\$16800** per **year**, paid on or prior to the beginning of the term. A contract buyout is available for **Moberly Police Department** if they so choose. The buyout will be for the sum of the remainder of the contract, or the sum of 6 months of service, whichever is less. 60 days prior to the termination of this agreement, terms will be revisited for the next agreement. There will be no fees for onsite or remote service, both of which are unlimited. Services provided that go beyond the scope of this agreement will be billed at a flat hourly rate, or per job if a bid is required; See above for items not covered. Signature below acknowledges these terms.

The Tech Shop

_____ Date:_____

Michael Triebsch, Owner

Moberly Police Department

_____ Date:_____

Name (Printed):_____ Title:_____

The Tech Shop

PO Box 676

Columbia, MO 65205

5736150555

Support@TheTechShopMO.com

www.thetechshopmo.com

THE TECH SHOP
SIMPLIFYING TECHNOLOGY

#6.

INVOICE

BILL TO

Moberly Police Department

INVOICE # 4814**DATE 09/01/2022**

ACTIVITY	QTY	RATE	AMOUNT
Service Agreement	1	16,800.00	16,800.00
Fully Managed IT Service Agreement (BILLED ANUALLY)			
-24\7 Monitoring/Management			
-Managed Anti-Virus			
-Remote Patch Management			
-Office 365 Account Management			
-Consultation on Future Technology Projects			
-Vendor Management			

BALANCE DUE

\$16,800.00

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: September 6, 2022

Agenda Item: A Resolution Approving An Invoice From The Tech Shop, LLC For The Annual Microsoft Office 365 License Fee For The Moberly Police Department.

Summary: Annual renewal of the Police Department email provider of Office 365 from The Tech Shop. Cost is \$8,160.00 dollars for 40 users.

Recommended

Action: Approve this resolution

Fund Name: Data Processing

Account Number: 100.007.5403

Available Budget \$: 84,961.15

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

M___ S___ **Lucas** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INVOICE FROM THE TECH SHOP, LLC FOR THE ANNUAL MICROSOFT OFFICE 365 LICENSE FEE FOR THE MOBERLY POLICE DEPARTMENT.

WHEREAS, The Tech Shop, LLC has served as the Information Technology Administrator for the Police Department for the past several years; and

WHEREAS, the Moberly Police Department uses a Microsoft Office 365 software system for its 40 users which is provided through The Tech Shop, LLC; and

WHEREAS, The Tech Shop, LLC submitted the attached Invoice in the amount of \$8,160.00 for the annual license fee for the Microsoft system which amount is believed to be fair and reasonable.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby authorizes the City Manager to pay the attached invoice in the amount of \$8,160.00 and further authorizes the City Manager to execute any documents related to said purchase.

RESOLVED this 6th day of September, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

The Tech Shop

PO Box 676

Columbia, MO 65205

5736150555

Support@TheTechShopMO.com

www.thetechshopmo.com

THE TECH SHOP
SIMPLIFYING TECHNOLOGY

#7.

INVOICE

BILL TO

Moberly Police Department

INVOICE # 4816**DATE 10/01/2022**

ACTIVITY	QTY	RATE	AMOUNT
Microsoft Office 365 Office 365 Business License - Yearly (Billed at \$17 / user / month)	40	204.00	8,160.00

BALANCE DUE**\$8,160.00**

City of Moberly

City Council Agenda Summary

Agenda Number: #8.
 Department: Public Utilities
 Date: September 6, 2022

Agenda Item: A Resolution Authorizing The City Manager To Execute A Scope Of Services Agreement With Barr Engineering Company For Preparation Of A Preliminary Engineering Report For The Seven Bridges CSO Grant Application.

Summary: The City of Moberly is applying for up to \$5,000,000 of stormwater grant funding for improvements to the Seven Bridges CSO as part of an overall effort to reduce combined sewer flows leaving the collection system and allowing the system to fully treat those flows at the City Of Moberly WWTP. This is an opportunity to receive nearly 100% funding up to \$4,900,000 towards the project which is estimated, in 2022 dollars, to cost \$3,000,000. This Scope of Services for design engineering work is proposed at \$15,500.00. This will satisfy the Preliminary Engineering Report requirement of the grant application, due before October 14, 2022.

Recommended

Action: Approve the resolution

Fund Name: Public Utilities Operations—Stormwater Department

Account Number: 301.115.5406

Available Budget \$: To be transferred from operating reserve fund.

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input checked="" type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Lucas** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SCOPE OF SERVICES AGREEMENT WITH BARR ENGINEERING COMPANY FOR PREPARATION OF A PRELIMINARY ENGINEERING REPORT FOR THE SEVEN BRIDGES CSO GRANT APPLICATION.

WHEREAS, City staff is in need of professional engineering services to prepare a Preliminary Engineering Report which is required as part of the City’s grant application for the Seven Bridges CSO project; and

WHEREAS, the City has previously worked with Barr Engineering Company and knows them to be highly proficient and knowledgeable in this area of expertise; and

WHEREAS, Barr Engineering Company has submitted a Scope of Services Agreement (“attached”) which outlines the work necessary to prepare a Preliminary Engineering Report in an amount not to exceed \$15,500.00; and

NOW, THEREFORE, the Moberly, Missouri, City Council hereby directs the City Manager to execute the Scope of Services Agreement and take such other and further actions as may be required to complete the Agreement with Barr Engineering Services.

RESOLVED this 6th day of September, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

July 27, 2022

Mr. Dana Ulmer
Director of Public Utilities
City of Moberly
101 West Reed Street
Moberly, MO 65270

Re: Scope and Budget for Professional Services – Moberly 7 Bridges Road CSO Basin Pumping System Preliminary Engineering and Construction Cost Estimate

Dear Mr. Ulmer:

Thank you for the opportunity to provide this scope and budget for the professional services needed to complete the work identified below for the City of Moberly (City). We are grateful for the opportunity to work with you on this project. We consider our Barr team members to be an extension of your staff and we look forward to serving you.

Project Understanding

Barr understands that the City would like to make improvements to the 7 Bridges CSO Basin to provide pumping capabilities from the basin to the City's water treatment system. The project is expected to consist of the following major tasks:

- Basin dewatering
- Accumulated sludge removal
- Installing pumping system and controls
- Installing piping system from the basin to the City's water treatment system

Barr has prepared the following scope and budget to develop an preliminary engineering and construction cost estimate for the basin improvements listed above.

Scope and Budget

Barr's scope of services to develop a preliminary engineering and construction cost estimate for the proposed Moberly 7 Bridges Road Combined Sewer Overflow (CSO) Basin Pumping System is outlined in the following tasks:

Task 1 – Site Visit

Barr will complete a site visit with the City to the 7 Bridges Road CSO basin to collect field data and discuss project priorities and goals. Preferred pipeline paths, potential utility conflicts, and other project details will also be reviewed with the Moberly project manager during this site visit.

Task 2 – Preliminary Engineering and Construction Cost Estimate

Barr will develop a preliminary engineering and construction cost estimate for the proposed Moberly 7 Bridges Road CSO Basin Pumping System. The estimate class will be Class 5 as defined in AACE Internal Recommended Practice Manual 56R-08 and have an expected accuracy range from -30% to +50%.

Task 3 – Basis of Estimate Documentation

Barr will develop a basis of estimate (BOE) document that will accompany the cost estimate. This document will include the following:

- Scope description
- Methodologies used
- References and defining deliverables used
- Assumptions and exclusions made
- Clarifications, adjustments, and general indication of the level of uncertainty.

Assumptions

Barr made the following assumptions in this scope of work:

- City will provide relevant sampling and testing data from the 7 Bridges Road CSO Basin sludge to assist with the sludge removal plan
- Publicly available LiDAR is available for the project area
- City will provide relevant design and construction data and/or drawings from the 7 Bridges Road CSO Basin
- Class 5 estimate will be completed with an expected accuracy range of -30% to +50%
- No design drawings will be developed as part of this scope.
- Detailed design is not included in this scope and budget
- Deliverables will be provided to the City in an electronic format
- Barr anticipates a construction permit may be necessary to complete the project and Barr will discuss the need to engage the Engineering Section at the Missouri Department of Natural Resources Water Protection Program with the City.

Budget and Schedule

The City will be invoiced on a time-and-materials basis for the scope of work described above. The total amount to conduct the work is **\$15,500**. This total budget amount will not be exceeded, without prior approval from the City.

Budget Table

Tasks	Estimated Labor and Expenses
Task 1 – Site Visit	\$3,700
Task 2 – Preliminary Engineering and Construction Cost Estimate	\$6, 500
Task 3 – Basis of Estimate Documentation	\$5,300
TOTAL	\$15,500

Schedule

Barr will complete these review tasks in accordance with the schedule developed with the City.

We appreciate the opportunity to continue to work with you. If you have any questions about this proposal, please contact Craig Bunger at cbunger@barr.com or 573-638-5017.

Sincerely,



Craig Bunger, P.E.
Senior Civil Engineer

By 
Rob K. Morrison, P.E.
Its Vice President

Accepted this ____ day of _____, 2022
Dana Ulmer, City of Moberly, Missouri

By _____
Dana Ulmer
Its Director of Public Utilities

City of Moberly

City Council Agenda Summary

Agenda Number: #9.
 Department: Public Utilities
 Date: September 6, 2022

Agenda Item: A Resolution Authorizing The Purchase Of An Aeration Blower Motor For The Waste Water Treatment Plant.

Summary: The Public Utilities Department received the quote for an OEM motor to replace an aeration blower motor for the wastewater treatment plant. This motor will replace the existing blower motor that has failed during normal use. This replacement motor cost is \$ 9,937.42. This motor is an OEM replacement. As the blower configuration lacks adequate space for a standard motor, replacement with an other-than-OEM motor was not an option.

Recommended

Action: Approve the resolution

Fund Name: Wastewater Treatment—Treatment Plant Maintenance

Account Number: 301.114.5303

Available Budget \$: 55,000.00

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input checked="" type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Lucas** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF AN AERATION BLOWER MOTOR FOR THE WASTE WATER TREATMENT PLANT.

WHEREAS, an aeration blower motor has failed at the Waste Water Treatment plant and must be replaced; and

WHEREAS, due to sizing and location of the motor only one replacement motor can be used thus creating a sole source exception to the purchasing policy; and

WHEREAS, Aerzen USA Corporation has an OEM motor to replace the failed aeration blower motor at a cost of \$9,937.42; and

WHEREAS, staff recommends purchase of this motor.

THEREFORE, the Moberly, Missouri, City Council approves the purchase of a motor from Aerzen described herein for the total price of \$9,937.42 and granting further authority for all actions as may be necessary to carry out the intent of this Resolution.

RESOLVED this 6th day of September, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk


AERZEN

 Compressed air, gas
and vacuum solutions

 Moberly WWTP
Att.: Emily Lute
1429 County Road 2350
MOBERLY, 65270

 Aerzen USA Corporation
108 Independence Way
Coatesville, PA 19320-1653
USA

 order-usa@aerzen.com
www.aerzenusa.com
Phone: 610-380-0244

Quotation

 Quote no. SEQ-22-003398/ 1
Date: 08/02/22
Quote Expiration date: 09/01/22
Salesperson: Tom Lorig
Handled by: Ryan Craddock

Page 1 / 2

Payment Terms: Net 30 days

 Your account no.: 21-02570
Phone number: +16602699437
E-Mail: elute@cityofmoberly.com

Serial No. 021-000768 Service Items SEI-021564

Item No.: 21-DH-052S-150, Package, Delta Hybrid, DN150

Pos.	Item No. Description	Quantity	Unit of M.	Unit Price USD	Line Amount USD
	21-MTR-WG2-100DD305 WEG W22 Electric Motor 100HP, 2-pole (3600RPM), 405TS 460V, 3PH, 60Hz, F3 Conduit Modifications: Klixons, Aegis, Insulated NDE Bearing Lead Time: 3 weeks plus shipping	1	each	9,537.42	9,537.42
	Shipping - Estimate	1		400.00	400.00

Total USD Excl. TAX	9,937.42
Tax Amount USD	0.00
Total USD Incl. TAX	9,937.42

 Ship-to Address:
Moberly WWTP
1429 County Road 2350
MOBERLY, MO 65270

 Bank
Routing
Account No
SWIFT
Remittance email
USD Payments - ACH/Wire
JP Morgan Chase
021000021
350056393
CHASUS33
remittance-usa@aerzen.com

 USD Payments - Lockbox
Aerzen USA Corp
PO Box 21920
New York, NY 10087-1920
USA

 EUR Payments - Wire
Commerzbank AG
Intermediary Bank: COBADEFF
150113606800EUR
COBAUS3X
remittance-usa@aerzen.com



AERZEN

Compressed air, gas
and vacuum solutions

Quote no. SEQ-22-003398/ 1

Page 2 / 2

For questions on this order, please contact your Regional Service Coordinator.

Best regards,

Ryan Craddock
Aerzen USA Corporation

Bank
Routing
Account No
SWIFT
Remittance email

USD Payments - ACH/Wire
JP Morgan Chase
021000021
350056393
CHASUS33
remittance-usa@aerzen.com

USD Payments - Lockbox
Aerzen USA Corp
PO Box 21920
New York, NY 10087-1920

EUR Payments - Wire
Commerzbank AG
Intermediary Bank: COBADEFF
150113606800EUR
COBAUS3X
remittance-usa@aerzen.com

Emily Lute

From: Craddock, Ryan <ryan.craddock@aerzen.com>
Sent: Friday, August 5, 2022 12:00 PM
To: Emily Lute
Subject: RE: Moberly 100 HP

Hi, Emily

The only other brand we use is Toshiba. They are typically more expensive. Due to the terminal box location and overhung belt drive requirement, I would be hesitant to recommend anyone else other than WEG or Toshiba.

Best Regards,

Ryan Craddock
Service Manager
Aerzen USA - Midwest Region
(484) 889-2921 - Mobile
ryan.craddock@aerzen.com

From: Emily Lute <elute@cityofmoberly.com>
Sent: Friday, August 5, 2022 11:57 AM
To: Craddock, Ryan <ryan.craddock@aerzen.com>
Subject: RE: Moberly 100 HP

Ryan,

My supervisor is wondering if there is a different brand of motor that could go into the blower? Do you have any suggestions on motor options?

Emily Lute
City of Moberly
Chief Wastewater Operator
Phone: 660-269-9437
Mobile: 660-353-1885

From: Craddock, Ryan <ryan.craddock@aerzen.com>
Sent: Wednesday, August 3, 2022 2:31 PM
To: Emily Lute <elute@cityofmoberly.com>
Subject: RE: Moberly 100 HP

Hi, Emily

Here is the sole source letter. It's been a while since I've had to do one so let me know if you need anything further.

When you get the grease, if you have any questions, please call me.

Best Regards,

Emily Lute

From: Mike Castner <mcastner@hydro-kinetics.com>
Sent: Friday, August 5, 2022 8:52 AM
To: Emily Lute
Cc: Jeff Clarke
Subject: RE: Aerzen Blower Motor

Hi Emily,

I won't be able to find a motor through my channels at HKC more cost effective or guaranteed to work with your unit like Aerzen will.

Not saying you won't be able to find better alternatives, I just would recommend purchasing through Aerzen.

Thanks,

Mike Castner

Office: 314-647-6104 | Fax: 314-645-1861 | Cell: 314-596-6887
5741 Manchester Ave | St. Louis, MO 63110



From: Jeff Clarke <jclarke@hydro-kinetics.com>
Sent: Thursday, August 4, 2022 10:49 PM
To: Mike Castner <mcastner@hydro-kinetics.com>
Subject: Fwd: Aerzen Blower Motor

Jeff Clarke
Hydro-Kinetics Corp.
5741 Manchester Ave.
Saint Louis, MO 63110
Phone - 314-647-6104
Fax - 314-645-1861
Cell - 314-306-7977
Email: jclarke@hydro-kinetics.com

Begin forwarded message:

From: Emily Lute <elute@cityofmoberly.com>
Date: August 3, 2022 at 12:48:12 PM CDT
To: Jeff Clarke <jclarke@hydro-kinetics.com>
Subject: Aerzen Blower Motor

Jeff,

We are still working to get the motor repaired/replaced for the SBR blower. We did learn that it will not be covered under warranty and the shop recommended a new motor rather than repairing.

I have attached a quote for a new motor from Aerzen. Dana is wanting to know if there is a possibility of putting a completely different motor in those. Do you know if there are other motors that can go into those/do you have any suggestions?

Emily Lute

City of Moberly

Chief Wastewater Operator

Phone: 660-269-9437

Mobile: 660-353-1885

Emily Lute

From: Craddock, Ryan <ryan.craddock@aerzen.com>
Sent: Tuesday, August 9, 2022 8:59 AM
To: Emily Lute
Subject: RE: Moberly 100 HP

Hi, Emily

As expected, the Toshiba is quite a bit more than the WEG option. It is \$13,255.73 for a Toshiba 405TS frame motor that meets the specs of what you are using currently.

Let me know if you want me to make this a formal quote.

Best Regards,

Ryan Craddock
Service Manager
Aerzen USA - Midwest Region
(484) 889-2921 - Mobile
ryan.craddock@aerzen.com

From: Emily Lute <elute@cityofmoberly.com>
Sent: Friday, August 5, 2022 12:08 PM
To: Craddock, Ryan <ryan.craddock@aerzen.com>
Subject: RE: Moberly 100 HP

Thanks! Could you provide a quote for the Toshiba?

Emily Lute
City of Moberly
Chief Wastewater Operator
Phone: 660-269-9437
Mobile: 660-353-1885

From: Craddock, Ryan <ryan.craddock@aerzen.com>
Sent: Friday, August 5, 2022 12:00 PM
To: Emily Lute <elute@cityofmoberly.com>
Subject: RE: Moberly 100 HP

Hi, Emily

The only other brand we use is Toshiba. They are typically more expensive. Due to the terminal box location and overhung belt drive requirement, I would be hesitant to recommend anyone else other than WEG or Toshiba.

Best Regards,

Ryan Craddock
Service Manager

City of Moberly

City Council Agenda Summary

Agenda Number: #10.

Department: Fire

Date: September 6, 2022

Agenda Item: A Resolution Authorizing The City Manager Of Moberly, Missouri To Execute An Agreement With Station Automation, Inc., To Provide Software Modules For Operation Check Systems For First Responders.

Summary: The Council, Through The Budgetary Process, Agreed To The Fire Department's Request For Funding Of Several New Software Programs To Be Implemented. This Funding Was Approved With A Total Dollar Amount Covering The Costs Of The Multiple Programs Requested. This Contract Covers The Costs Of Station Automation, LLC (Dba PS Trax) For The Initial Program Set Up And Agrees To A Commitment For The Next Five Years.

Recommended

Action: Approve The Resolution.

Fund Name: Data Processing

Account Number: 100.008.5403

Available Budget \$: 11,000.00

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

M___ S___ **Lucas** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER OF MOBERLY, MISSOURI TO EXECUTE AN AGREEMENT WITH STATION AUTOMATION, INC., TO PROVIDE SOFTWARE MODULES FOR OPERATION CHECK SYSTEMS FOR FIRST RESPONDERS.

WHEREAS, the City sought bids for software to provide software modules for operation check systems for first responders; and

WHEREAS, Station Automation, Inc., (d/b/a “PS Trax”) was the lowest responsible bidder with a bid of \$6,000.00 for a five (5) year term; and

WHEREAS, attached hereto are two Agreements with PS Trax, including a Master Agreement and a Term Agreement (the “Agreements”) for the desired services.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the attached Agreements and authorizes the City Manager or his designee to execute the Agreement on behalf of the City.

RESOLVED this 6th day of September, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk



PSTrax Pricing Proposal for Moberly Fire Department

06/28/22

Moberly Fire Department

Don Ryan, Chief

310 N Clark St., Moberly, MO, 65270

PSTrax is the industry-leading operations checks system for first responder agencies. Please select the modules your agency would like to utilize below. **Annual license fees can be pro-rated to sync with budget cycle. One-time implementation fees can be amortized/spread over a multiple-year term** (see Section 2 and Section 3 on Page 2).

MODULE	DETAILS	ANNUAL LICENSE FEE (includes software, hosting, support, training, ongoing changes)	ONE-TIME IMPLEMENTATION FEE (includes project management, data import, configuration, training, rollout)	SELECTED MODULES <i>Check all selected</i>
VEHICLE	4 Heavy Vehicles includes (3 eng, 1 aerial) 4 Support Vehicles includes (1 brush, 2 command, 1 Util pk-up; plus 1 chiefs @ N/C)	\$ 1100 Annual	\$ 1100 One-Time or spread/amortized over term	<input type="checkbox"/>
STATION	Based on agency with 2 Stations	\$ 400 Annual	\$ 400 One-Time or spread/amortized over term	<input type="checkbox"/>
SCBA	Based on agency with 2 Stations	\$ 500 Annual	\$ 500 One-Time or spread/amortized over term	<input type="checkbox"/>
PPE	Based on agency with 2 Stations	\$ 500 Annual	\$ 500 One-Time or spread/amortized over term	<input type="checkbox"/>
CRITICAL ASSET	Based on agency with 2 Stations	\$ 500 Annual	\$ 500 One-Time or spread/amortized over term	<input type="checkbox"/>
INVENTORY – EMS & FIRE	Based on agency with Stations	\$ 0 Annual	\$ 0 One-Time or spread/amortized over term	<input type="checkbox"/>
CONTROLLED SUBSTANCE	Managed Containers includes (-)	\$ 0 Annual	\$ 0 One-Time or spread/amortized over term	<input type="checkbox"/>
TOTAL (ALL MODULES PRICED)		\$ 3000 Annual (USD)	\$ 3000 One-Time (USD) or spread/amortized over term	

Module Descriptions

- Vehicle – Schedule and document vehicle inspections for engine, chasis and inventory checks.
- Station – Schedule and document checklists for building maintenance, safety inspections, chore schedules and basic supplies.
- SCBA – Track the full history and movement of SCBA equipment. Log inspections, expirations, repairs, hydro testing, and more.
- PPE – Track the full history and movement of PPE equipment. Log inspections, expirations, exposures, cleanings, repairs, and more.
- Critical Asset – Track the full history and movement of critical assets. Log inspections, expirations, testings, repairs, funding source, and more.
- Inventory - Track consumable Fire, EMS, and station supplies including quantities, PAR levels, usage, expirations, and lot numbers.
- Controlled Substance – Track vial “handoffs”, usage, quantities, expirations, and lot numbers.



Agreement & Terms

This Agreement is made and entered into as of the mutually executed date by and between Station Automation, Inc. (DBA PSTrax) and Moberly Fire Department ("CLIENT"). PSTrax and CLIENT are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

This is a legal Agreement. Please carefully read all terms and conditions before signing. Any changes to this Agreement must be mutually agreed to by the Parties prior to signing. Upon the Parties mutually executing this Agreement, Station Automation, Inc. (DBA PSTrax) and CLIENT hereby agree as follows:

1. **Licensed Modules:** This Agreement shall grant CLIENT a license to use the modules for as long as this Agreement remains in effect. The modules being licensed as part of this Agreement shall be the modules checked by CLIENT above in the pricing table.
2. **Initial Term:** The Initial Term of this Agreement shall be the number of years selected by CLIENT below. The Initial Term shall start upon mutual execution of this Agreement by the Parties.

☐ 1 Year ☐ 2 Years ☐ 3 Years ☐ 4 Years ☐ 5 Years ☐ 6 Years
3. **Implementation Fees:** Each module being licensed has an implementation fee associated with it. The implementation fees shall be paid according to the selection made selected by CLIENT below.

☐ Pay implementation fees in the first year.
☐ Amortize/spread the implementation fees into equal annual parts over the term of the Agreement.
☐ Other special instructions _____.
4. **365 Day Money Back Guarantee:** If CLIENT is not satisfied with the ROI savings or the performance of a specific module(s) after a period of 365 days from the module(s) purchase date, CLIENT may cancel the module(s) purchased, by providing 30 days notice to PSTrax, and be refunded 100% of the module(s) first year's annual license and set up fees paid to date.

To qualify, the PSTrax module(s) must be built and "implemented". By definition of "implemented", the system must be placed into the crew's daily operations and check procedures, and have tasks consistently logged in PSTrax for a minimum period of six (6) months. If this provision is executed, refunded monies shall be refunded by PSTrax within 90 days.
5. **Cancellation:** With the exception of Section 4 – 365 Day Money Back Guarantee, upon mutual execution of this Agreement by the Parties, CLIENT shall be committed to the entirety of the Initial Term as selected in Section 2 – Initial Term. If CLIENT does not wish to renew after the the Initial Term or a subsequent renewal term, it may cancel this Agreement by notifying PSTrax in writing, at least 30 days prior to the end of the term.
6. **Auto Renewal:** At the end of the Initial Term and each subsequent renewal term, if CLIENT has not notified PSTrax to cancel the Agreement, the Agreement shall automatically renew for a duration equal to the Initial Term as selected in Section 2 – Initial Term. The pricing terms shall remain the same, plus any annual increases as outlined below in Section 14 – Annual Increases.
7. **Changes to Pricing Terms:** Should a change to the pricing terms be necessary, PSTrax will notify CLIENT at least 90 days prior to end of the term. If, prior to the end of the term, the Parties fail to agree to the modified pricing terms, this Agreement shall not be renewed and shall terminate.



8. **Scope of Work:** PSTrax is responsible for the initial implementation and ongoing maintenance of any modules licensed as part of this Agreement. This includes the import and setup of all vehicle, equipment, and inventory inspections provided by CLIENT to PSTrax, as well as any ongoing adjustments to these inspections upon request.
9. **Change Requests:** Any additions or changes to the scope of work not included in the pricing may be subject to additional charges. The scope of work for each module is based on “active counts” which means no additional fees will be charged to setup and load a new item when it is replacing a retired item. The only time additional fees may apply is when new items are setup and loaded, but no items are retired. In the event of additional fees, new items will be subject to an annual license fee but not an implementation fee. Any additional fees shall first be approved by CLIENT.
10. **Adding Modules:** CLIENT may license additional modules at any time. If additional modules are added during the first year of the Initial Term, PSTrax will honor any previous pricing provided. New modules added can be prorated to sync up with existing modules on the anniversary renewal invoice so only one invoice would be issued (CLIENT preference).
11. **Setup & Implementation:** PSTrax shall assign a Project Manager to work with CLIENT during the implementation. The PSTrax Project Manager shall be responsible for organizing the documents provided by CLIENT, configuring the system to the requirements of CLIENT, and determining timelines to deliver the completed system back to CLIENT. It is the responsibility of CLIENT to provide the Project Manager all existing documentation for each inspection it wishes to include. CLIENT shall have the opportunity to review and approve the system prior to rollout.
12. **Ongoing Maintenance & Support:** All training, technical support, and adjustments to any modules licensed in this Agreement are included as part of the annual software license fee. No additional fees for support/service shall be charged during the term of this Agreement, unless the scope of work increases.
13. **Travel:** All implementations, trainings and rollouts are typically done through virtual meetings. Any travel that may be requested or required is excluded in the pricing provided, and shall be billed separately to CLIENT. Should travel be necessary, PSTrax shall have all travel requests approved in writing by CLIENT prior to purchasing.
14. **Annual Increases:** Annual software license fees may be subject to annual increases. Compared to the previous year's rate, annual increases shall not be more than five (5) percent or the Consumer Price Index published by the Bureau of Labor Statistics, whichever is lower.
15. **Billing Terms:** Payment terms for all invoices from PSTrax shall be Net-45 days. First year annual software license fees and one-time implementation fees shall be invoiced at the time this Agreement is mutually executed by the Parties. Each year thereafter, the annual software license fees, and any amortized one-time implementation fees, shall be invoiced at least 30 days prior to the anniversary date.
16. **Use of Name:** The Parties consent to the other Party using its name and logo in marketing materials for the purpose of identifying a business relationship with the other Party.
17. **User Licenses:** PSTrax does not charge a per-user license fee. CLIENT may add as many users as necessary in the system at no additional cost. Each user in the PSTrax system shall have a unique login and password and role-based security access for each module (Administrator or User). It is the responsibility of CLIENT to provide the PSTrax Project Manager with a list of its users and the security access levels each person needs to have.
18. **Compliance:** It is the responsibility of CLIENT to ensure that all checks and inspections provided to PSTrax comply with local and federal regulations, including but not limited to: NFPA guidelines, Department of Transportation (DOT) guidelines, manufacturer specifications, and the standard operating procedures (SOP) of the authority having jurisdiction (AHJ). **PSTrax is not responsible for ensuring that the inspections CLIENT provides adhere to local or federal regulations.**



19. **Data Storage & Protection:** All data input into PSTrax is owned by CLIENT under all circumstances. CLIENT may retrieve a copy of its data in digital format at any time during the term of this Agreement for no fee upon request. CLIENT may also retrieve a copy of its data for up to 36 months after the termination of this Agreement by contacting PSTrax. Additionally, CLIENT will continue to have access to the system for the purpose of viewing and downloading its data.
20. **Security & Service Interruption:** The PSTrax system is hosted by Rackspace Inc. – or a comparable top-tier hosting provider – and uses commercially reasonable measures to maintain the security and stability of the service. PSTrax assumes no responsibility for the effectiveness of these measures. Interruption of service is possible in any network. CLIENT hereby acknowledges and agrees that PSTrax and its service providers are NOT liable for any delays, outages, or interruptions of the service. Further, PSTrax shall not be liable for any delay or failure to perform its obligations under this Agreement, resulting from any occurrence beyond its reasonable control including, but not limited to, fire, flood, power outage, Internet outage, acts of God, mechanical, electrical, communications, or third-party supplier failure.
21. **Limitation of Liability:** Circumstances may arise in which CLIENT is entitled to recover damages from PSTrax. In such instance, the aggregate liability of PSTrax for damages shall be limited to the prorated portion of the annual software license fees paid to PSTrax by CLIENT for the three-month period immediately preceding the date on which such claim occurred.
22. **Intellectual Property:** Except for rights expressly granted under this Agreement, nothing in this Agreement will function to transfer any of either Party's Intellectual Property rights to the other Party, and Parties will retain exclusive interest in and ownership of its Intellectual Property developed before this Agreement or developed outside the scope of this Agreement.
23. **Confidential Information:** The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Except as required by law and public records requirements, Parties shall maintain confidentiality of all such confidential information and shall not disclose any confidential information to any third-parties unless it has obtained the written consent of the other Party.



By signing below, CLIENT agrees to the pricing, terms and conditions of this Agreement and certifies that the signer is an authorized purchaser for CLIENT.

When complete, please send all pages of this Agreement to PSTrax by emailing to dave@pstrax.com or faxing to 303-972-3494.

Moberly Fire Department

Authorized Purchaser

Signature: _____

Print Name: _____

Title: _____

Email: _____

Phone: _____

Date: _____

Station Automation, Inc. (DBA PSTrax)

Signature: _____

Print Name: Scott Bergeron

Title: President

Email: scott@pstrax.com

Phone: 303-918-3169

Date: 6/28/2022

Invoicing Information

Invoice Contact Name: _____

Invoice Contact Email: _____

Invoice Contact Phone: _____

Invoice Mailing Address: _____

BEST TOOL FOR THE JOB.

Purpose-built software for
checklists and inventory
management.

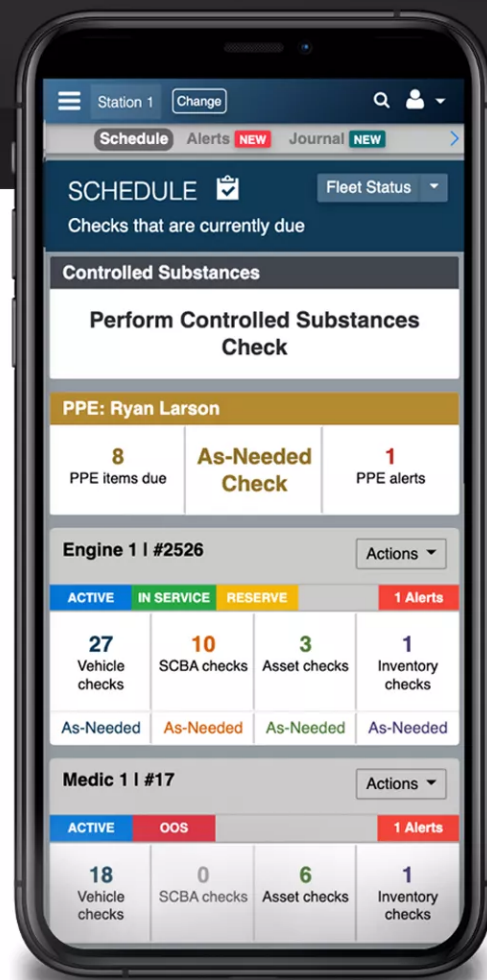
PSTRAX PROPOSAL FOR

Moberly Fire Department

Don Ryan, Chief

310 N. Clark St.

Moberly, MO 65270



Prepared By:

Dave Zachau

Station Automation, Inc. (DBA PSTRax)

Aug 4, 2022



**YOUR CHECKS.
OUR PRIORITY.**

MODULES OVERVIEW

The PStrax system consists of seven modules. Simply select the modules your agency would like to start with. You may add additional modules at any time.



The [Vehicle Module](#) automates vehicle maintenance checks and all tools and equipment carried on each vehicle. Each apparatus can be customized based on its checklists (daily/weekly/monthly/PMs) and inventories, with unlimited check scheduling options - any frequency. Track inventory transfers and complete as-needed checks for fuel logs, PMs, and post-call inventories. Easily manage your entire fleet and update see the location of each vehicle and make status updates for in-service, out-of-service, and reserve units.



The [Station Module](#) schedules building maintenance inspections, chore schedules, safety inspections, specialty equipment inspections, and basic EMS and station supply checks. Each station, building, training facility, or headquarters checklist can be customized based on its individual desired inspections or checks, (daily/weekly/monthly/quarterly, etc.), with unlimited check scheduling options - any frequency.



The [SCBA Module](#) tracks the full history for each piece of SCBA gear from purchase to retirement. Document any type of event - inspections, hydrostat tests, flow tests, air fills, repairs, contaminant exposures, and more. Convenient, easy to access reports can be pulled in real time, or pushed to you as requested. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed. Includes all SCBA inventories across your agency.

The [PPE Module](#) tracks the full history for each piece of PPE gear from purchase to retirement. Manage gear assignments and



document any type of event - routine inspections, advanced inspections, cleanings, repairs, contaminant exposures, and more. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed. Includes all PPE inventories - including multiple sets and unassigned gear.



The [Critical Asset Module](#) tracks the full history for each critical, or high dollar asset from purchase to retirement. Track grant-funded equipment, manage assignments and document any type of event - inspections, testing, repairs, and more. Create custom events for anything you would like to track, such as hydrant flow tests, annual hose testing, and radio software updates. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed.



The [Inventory Module](#) provides visibility and tracking of all consumable supplies (EMS supplies, station supplies, and repair parts) across every location in your agency. Real time reporting on below par, expirations, and usage trends. Save time and money with streamlined inventory processes that reduce stock issues, manage expiration dates, and restock supplies that need refilled.



The [Controlled Substance Module](#) tracks every vial handoff for DEA Schedule II, III and IV controlled substances such as arriving/departing checks, usage events, restocks, and inventory checks. Track and document each vial by its control number, lot number and expiration date. Electronic signature and dual authentication provide even more secure verification.

EXHIBIT A: MODULES & PRICING

The PStrax system consists of seven modules. You may add additional modules at any time. Each module has an annual software license fee and a one-time implementation fee that is based on the scope of work.

Pricing is valid for 90 days. Please contact your PStrax Representative for adjustments to the modules priced below.

Module	Scope of Work	Price	Total
Annual Software License Fees (includes software, hosting, support, training, ongoing changes)			
Vehicle - Heavy Includes: 3 eng, 1 aerial	4 Heavy Vehicles	\$200	\$800
Vehicle - Support Includes: 1 brush, 2 command, 1 utility; plus 1 Chief veh @ n/c	4 Support Vehicles	\$75	\$300
Station Includes:	2 Stations / Buildings	\$200	\$400
SCBA Includes:	2 Stations / Buildings	\$250	\$500
PPE Includes:	2 Stations / Buildings	\$250	\$500
Critical Asset Includes:	2 Stations / Buildings	\$250	\$500
Inventory Includes:	0 Stations / Buildings	\$350	\$0
Controlled Substance Includes:	0 Managed Containers	\$200	\$0
First Arriving Integration Includes:	0 Stations	\$50	\$0
			\$3,000
One-Time Implementation Fees (includes project management, data import, configuration, training, rollout)			
Vehicle - Heavy	4 Heavy Vehicles	\$200	\$800
Vehicle - Support	4 Support Vehicles	\$75	\$300
Station	2 Stations / Buildings	\$200	\$400
SCBA	2 Stations / Buildings	\$250	\$500
PPE	2 Stations / Buildings	\$250	\$500

Critical Asset	2	Stations / Buildings	\$250	\$500
Inventory	0	Stations / Buildings	\$350	\$0
Controlled Substance	0	Managed Containers	\$200	\$0
				\$3,000

Year 1 Total (USD): \$6,000

Years 2+ Estimated Annual License Fee (Each Year) \$ 3000

** Estimate is NOT inclusive of any amortized one-time implementation fees or pricing adjustments resulting from the agreement terms.*

Other Special Instructions:

EXHIBIT B: FINANCING TERMS

Initial Term

The Initial Term "locks in" the general pricing in Exhibit A: Modules & Pricing. During the time period selected, pricing adjustments will only occur because of Section 9 - Scope of Work Increases & Annual Audit and Section 10 - Annual Inflation Adjustments in the terms below.

Select the Initial Term of the Agreement:

Choose 1 to 5 years: _____

Annual Software License Fees

Check a payment preference for the Annual Software License Fees:

- ☐ Pay the entire Annual Software License Fees now.
- ☐ Prorate the Annual Software License Fees to sync up with this date: _____
- ☐ Other instructions (optional):

**** NOTE:** The start date of the Initial Term for billing and invoice purposes shall be 10/1/22. Build process will begin upon receipt of signed agreement.

One-Time Implementation Fees

Check a payment preference for the One-Time Implementation Fees:

- ☐ Pay the entire one-time implementation fees now.
- ☐ Amortize/spread the implementation fees into equal annual parts over the Initial Term selected above (if multi-year Initial Term is selected).
- ☐ Other instructions (optional):

MASTER AGREEMENT

This Master Agreement (this "Agreement") is entered into by and between Station Automation, Inc. dba PStrax, a Colorado corporation ("PStrax") with a place of business at 5837 S. Gallup St., Suite 140, Littleton, CO 80120, and Moberly Fire Department ("CLIENT"). PStrax and CLIENT are sometimes referred to jointly as the "Parties" or singularly as a "Party."

WHEREAS, CLIENT desires to obtain access to the hosted "software as a service" modules with respect to automate its operations; and PStrax wishes to provide the hosted "software as a service" modules to CLIENT, each on the terms and conditions set forth in this Agreement. Any changes to this Agreement shall be mutually agreed upon by the Parties.

NOW, THEREFORE, in consideration of the mutual terms and promises set forth herein, the Parties agree as follows:

- 1. INITIAL TERM.** The Initial Term of this Agreement shall be the number of years selected by CLIENT in Exhibit B: Financing Terms. The start date of the Initial Term for billing and invoice purposes shall be 10/1/22 when this Agreement is mutually executed by the Parties.
- 2. 365 DAY MONEY BACK GUARANTEE.** PStrax shall provide CLIENT a 365 Day Money Back Guarantee to ensure its satisfaction with the system. At the purchase date of each module, CLIENT shall have 365 days to "trial" the module. If CLIENT is unsatisfied with the performance of the module, within the 30 days immediately following the 365 day period CLIENT may notify PStrax to cancel the module. PStrax shall provide a full refund of the module's first year annual software license fees and any one-time implementation fees paid to date. Any refunded monies shall be paid by PStrax within 90 days. In order for CLIENT to be eligible for the 365 Day Money Back Guarantee it agrees to:
 - Use commercially reasonable efforts to build, implement and "go-live" with the module.
 - Have its crews use the module as part of their regular operations to consistently log and complete tasks for at least six (6) months of the 365 day period.
 - Attempt to contact and work with PStrax to resolve issues prior to notifying PStrax to cancel the module(s).

3. TERMINATION NOTICE. With the exception of Section 2 – 365 Day Money Back Guarantee, CLIENT shall be committed to the entirety of the Initial Term. At the end of the Initial Term (or any subsequent Renewal Term), either Party may give the other Party written notice of its intent to terminate this Agreement by providing at least 30 days notice.

4. AUTO RENEWAL. Upon the expiration of the Initial Term (or any subsequent Renewal Term), and provided neither Party has given Termination Notice, this Agreement shall be automatically renewed for a one (1) year Renewal Term. This will allow CLIENT to continue using its license(s) without any service interruption. During any Renewal Term, the terms, conditions and provisions set forth in this Agreement shall remain in effect.

5. LICENSED MODULES. PSTRax is a hosted "software as a service" that consists of several modules. This Agreement grants CLIENT a license to use one or more of the modules. CLIENT has selected the modules it wants to license in Exhibit A: Modules & Pricing. CLIENT has the right to use the modules for the duration this Agreement remains in effect.

6. ADDITIONAL MODULES. CLIENT may license additional modules at any time by executing an amendment to this Agreement. If additional modules are licensed in the first year of this Agreement, PSTRax will honor any previous pricing that was provided.

7. USER LICENSES. PSTRax does not limit the numbers of users in the system. CLIENT may add as many users as needed. Each user in the PSTRax system will have a unique login and password and role-based security access for each module.

8. SCOPE OF WORK. Pricing for each module is determined by the scope of work. The scope of work is based on either the "number of active" stations, vehicles or managed locations. Active means items being actively managed in the system. Active does not include retired items. CLIENT'S initial scope of work is detailed in Exhibit A: Modules & Pricing.

9. SCOPE OF WORK INCREASES & ANNUAL AUDIT. CLIENT is able to add stations, vehicles or managed locations into the system at any time throughout the year. Before each anniversary date, PSTRax will perform an audit of CLIENT'S system to compare the "number of active" stations, vehicles or managed locations to the initial scope of work detailed in Exhibit A: Modules & Pricing. Additional charges may apply if the "number of active" stations, vehicles or managed locations exceeds the initial scope of work. PSTRax shall notify CLIENT about any additional charges due to scope of work increases.

10. ANNUAL INFLATION INCREASE. Annual software license fees may be subject to annual increases to account for inflation. Compared to the previous year's rate, annual increases shall not be more than five (5) percent or the Consumer Price Index (CPI) percentage published by the Bureau of Labor Statistics, whichever is lower.

11. CHANGES TO PRICING TERMS. Occasionally PStrax makes changes to its pricing terms. With the exception of Section 9 - Scope of Work Increases & Annual Audit and Section 10 - Annual Inflation Adjustments, the general pricing terms in Exhibit A: Modules & Pricing shall be "locked in" for the duration of the Initial Term. After the Initial Term, should a change to the pricing terms be necessary, PStrax shall notify CLIENT at least 60 days prior to any changes occurring.

12. PAYMENT. PStrax shall send invoices to the contact provided by CLIENT in the Invoicing section below. Payment terms for all invoices shall be Net-45 days. Annual software license fees and one-time implementation fees shall be invoiced at the time this Agreement is mutually executed by the Parties and according to the preferences selected by CLIENT in Exhibit B: Financing Terms. Each year thereafter, the annual software license fees, and any amortized/spread one-time implementation fees, shall be invoiced at least 30 days prior to the anniversary date. PStrax may suspend CLIENT'S license(s) in the event of payment delinquency. In the event this Agreement is terminated, any outstanding unpaid fees shall be due including any amortized/spread one-time implementation fees.

13. IMPLEMENTATION. PStrax shall be responsible for managing the implementation of the modules licensed by CLIENT. This includes set up of the modules, organizing documents provided by CLIENT, configuring modules to CLIENT'S requirements, importing CLIENT'S data, admin training, and assisting with go-live. PStrax will assign a Project Manager from its team to manage the implementation process and to ensure the project is completed in the agreed upon time period. CLIENT shall provide its existing documentation to PStrax in a timely manner. CLIENT shall have the opportunity to review and approve the modules prior to go-live.

14. ONGOING CHANGES & SUPPORT. As part of CLIENT'S annual software license fees, PStrax shall provide unlimited ongoing changes and support to CLIENT including configuration, training, technical support and adjustments for the licensed modules.

15. TRAVEL. PStrax shall conduct all implementation, training and support meetings with CLIENT virtually using a video conferencing service. Travel is not anticipated and is not included in the pricing provided. Any travel requested by CLIENT shall be invoiced separately. PStrax shall have CLIENT approve all travel requests in writing prior to purchasing.

16. CHANGES TO PLATFORM. PSTRax is a multi-tenant platform. PSTRax may, in its sole discretion, make any changes to the modules that it deems necessary or useful to maintain or enhance the quality or delivery of PSTRax's products or services to its customers, the competitive strength of, or market for, PSTRax's products or services, the modules' cost efficiency or performance, or to comply with applicable law.

17. DATA OWNERSHIP & RETENTION. CLIENT owns its data stored in PSTRax under all circumstances. CLIENT may export its data at any time using the front-end user interface. Upon request, PSTRax will provide CLIENT a copy of its data in digital format. CLIENT may request a copy of its data while this Agreement remains in effect, and up to 36 months after the termination of this Agreement. PSTRax shall retain CLIENT'S data for at least 36 months after the termination of this Agreement, unless CLIENT requests otherwise.

18. HOSTING SERVICES. The PSTRax system is hosted by Rackspace Inc. – or a comparable top-tier hosting services provider – and uses commercially reasonable measures to maintain the security, stability and availability of the service. PSTRax and its hosting services provider shall not be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, failure, outages, delay or interruption of service resulting from the hosting services. PSTRax shall use commercially reasonable efforts to resume performance as soon as practicable under the circumstances.

19. FORCE MAJEURE. PSTRax shall not be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, pandemics, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services. PSTRax shall use commercially reasonable efforts to resume performance as soon as practicable under the circumstances.

20. COMPLIANCE. CLIENT is responsible for ensuring that its checks and inspections being documented in PSTRax comply with local, state and federal regulations, including, without limitation, NFPA guidelines, Department of Transportation (DOT) guidelines, OSHA guidelines, DEA requirements, manufacturer recommendations, and the standard operating procedures (SOP) of the authority having jurisdiction (AHJ).

21. INTELLECTUAL PROPERTY. Except for rights expressly granted under this Agreement, nothing in this Agreement shall function to transfer any of either Party's intellectual property

rights to the other Party, and Parties shall retain exclusive interest in and ownership of its intellectual property developed before this Agreement or developed outside the scope of this Agreement.

22. CONFIDENTIAL INFORMATION. The terms, provisions, and conditions of this Agreement and any software, materials, information, files, and documentation provided by one Party to the other Party in connection herewith shall be regarded as confidential and proprietary, and shall be treated and maintained as such. Parties shall not disclose any confidential or proprietary information received from the other Party in connection herewith without the prior written consent of the other Party, except as may be required by law and public records requirements.

23. USE OF NAME. CLIENT agrees that PStrax may identify it as a customer and use CLIENT'S logo in its promotional materials for the purpose of identifying a business relationship only. CLIENT may request that PStrax stop doing so by submitting an email to marketing@pstrax.com at any time. Customer acknowledges that it may take PStrax up to 30 days to process such request.

24. DISPUTE RESOLUTION. The Parties agree to attempt to resolve any disputes amicably by mutual discussion. If the dispute cannot be resolved by mutual discussion, the Parties shall participate in mediation to attempt to resolve the dispute before conducting litigation.

25. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

26. LIMITATION OF LIABILITY. In no event shall PStrax's liability arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability exceed in the aggregate the total annual software license fees paid by CLIENT during the three (3) months immediately preceding the date of the event giving rise to the claim.

27. SEVERABILITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

28. ENTIRETY OF AGREEMENT. This Agreement sets forth the entire Agreement and understanding of the Parties relating to the subject matter contained herein. Neither party shall be bound by any representation other than as expressly stated in this Agreement, or by a written amendment to this Agreement signed by authorized representatives of the Parties.

29. ELECTRONIC SIGNATURES. The City and Consultant may conduct this transaction, including any Contract amendments, by electronic means, including the use of electronic signatures.

INVOICING

Please provide the best billing contact information for your agency. This should be the person/department that is responsible for receiving and processing invoices.

Name: _____

Title: _____

Email: _____

Phone: _____

Address: _____

ACCEPTANCE

By signing below, CLIENT and PStrax agree to the pricing, terms and conditions of this Agreement. CLIENT certifies that the signer is an authorized purchaser.

Moberly Fire Department

Station Automation, Inc. (dba PStrax)

Signature: _____

Signature: _____



Name: _____**Name:** Scott Bergeron**Title:** _____**Title:** President**Email:** _____**Email:** scott@pstrax.com**Phone:** _____**Phone:** 303-918-3169**Date:** _____**Date:** **Aug 4, 2022**

If signed electronically, a copy of the executed Agreement will be automatically emailed to the Parties. If printed and signed with pen, please email ALL PAGES of this Agreement to sales@pstrax.com.

City of Moberly

City Council Agenda Summary

Agenda Number: #11.

Department: Fire

Date: September 6, 2022

Agenda Item: A Resolution Authorizing The City Manager To Enter Into An Agreement With Target Solutions Learning, LLC (DBA Vector Solutions) For Their Company's Software Program To Be Implemented By The Fire Department.

Summary: The Council, Through The Budgetary Process, Agreed To The Fire Department's Request For Funding Of Several New Software Programs To Be Implemented. This Funding Was Approved With A Total Dollar Amount Covering The Costs Of The Multiple Programs Requested. This Contract Covers The Costs Of Target Solutions Learning, LLC (DBA Vector Solutions) For The Initial Program Set Up.

Recommended

Action: Approve The Resolution

Fund Name: Data Processing

Account Number: 100.008.5403

Available Budget \$: 11000,00

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

M___ S___ **Lucas** ___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER OF MOBERLY, MISSOURI TO EXECUTE AN AGREEMENT WITH TARGET SOLUTIONS LEARNING, LLC, TO PROVIDE SOFTWARE TRAINING PROGRAMS.

WHEREAS, the City sought bids for software to provide training to fire department personnel; and

WHEREAS, Target Solutions Learning, LLC (d/b/a Vector Solutions) was the lowest responsible bidder with a bid of \$2,870.00 for software and maintenance for training management; and

WHEREAS, attached hereto is a Vector Solutions Public Sector Software as a Service Client Agreement (the “Agreement”) for the desired services.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the attached Agreement and authorizes the City Manager or his designee to execute the Agreement on behalf of the City.

RESOLVED this 6th day of September, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

TargetSolutions Learning, LLC Agreement

Schedule A

Date: Friday, August 12, 2022

Client Information

Client Name: Moberly Fire Department	
Address: 310 N Clark Street Moberly, MO 65270	
Primary Contact Name: Donald Ryan	Primary Contact Phone: (319) 750-2591

Agreement Term

Effective Date: 09/30/2021	Initial Term: 12 months
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Billing Address: 310 N Clark Street Moberly, Missouri 65270	
Billing Frequency: Annual	Payment Terms: Net 30

Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
TSMINTFEES	Vector LMS, TargetSolutions Edition - Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	\$395.00	\$395.00
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	25	\$99.00	\$2,475.00

Annual Total: \$2,870.00

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
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One-Time Total: \$0.00

Grand Total (including Annual and One-Time): \$2,870.00

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE CLIENT AGREEMENT

This Vector Solutions Software as a Service Client Agreement (the “**Agreement**”), effective as of the date in the attached Schedule A (the “**Effective Date**”), is by and between TargetSolutions Learning, LLC, d/b/a Vector Solutions, (“**Vector Solutions**”) a Delaware limited liability company, and the undersigned client (“**Client**”), (each a “**Party**” or “**Parties**”), and governs the purchase and ongoing use of the Services described in this Agreement.

1. **SERVICES.** Vector Solutions shall provide the following services:

1.1. Access and Use. Subject to and conditioned on Client’s payment of fees and Client’s and its users’ compliance with the terms and conditions of this Agreement, Vector Solutions hereby grants Client a non-exclusive, non-transferable (except in compliance with Section 9.1 Assignment), revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the “**Services**”) and, unless prohibited by law, will provide access to any persons designated by Client solely for use by Client’s users, in accordance with the terms and conditions herein. For avoidance of doubt, access and use authorizations are issued on a “one user per one authorization basis” and once granted, such authorizations are not transferable to other users. The ability to use the Services may be affected by minimum system requirements or other factors, such as Client’s Internet connection.

1.2. Availability. Vector Solutions shall use commercially reasonable efforts to provide access to and use of the Services by Client’s Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond Vector Solutions’ control.

1.3. Help Desk. Vector Solutions will assist Users as needed on issues relating to usage via e-mail and Help Desk five (5) days per week at scheduled hours.

1.4. Upgrades and Updates. Vector Solutions reserves the right, in its sole discretion, to make updates or upgrades to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Vector Solutions’ Services to its clients; (ii) the competitive strength of or market for Vector Solutions’ services; or (iii) the Services’ cost efficiency or performance; or (b) to comply with applicable Law. Without paying additional compensation, Client will receive access to any general upgrades and updates to the Services licensed from Vector Solutions, which upgrades and/or updates Vector Solutions makes generally available to its other clients. All updates and upgrades to the Services are subject to the terms and conditions of this Agreement.

1.5 Service Specific Terms and Conditions.

1.5.1 Incident Tracking Services and Incident Management System Services.

The following subsections (a) and (b) shall apply, if and only if, Client is purchasing Vector Solutions “Incident Tracking Service” or Vector Solutions “Incident Management System” Services, as described in Schedule A.

(a) Incident Tracking Service. Client acknowledges that all notifications it receives from Vector Solutions Incident Tracking Service or Incident Management System, may contain sensitive personal information and client shall ensure that such information is secured from transmissions and/or disclosure to unauthorized recipients. Client understands that Vector Solutions does not control or own the data contained in the notifications. Client agrees that it will be solely responsible for establishing a security system to prevent the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), Client bears the burden and expense of notifying any individual whose sensitive personal information may have been disclosed to the extent required by law. Client further agrees to handle the data in compliance with any applicable Federal, State, or local laws or regulations, and that it will monitor employees using the Incident Tracking Service or Incident Management System.

(b) Incident Management System. Client represents and warrants that it is not a health care provider, health plan, or health care clearinghouse (collectively, a “covered entity”) as those terms are defined under the federal Health Information Portability and Accountability Act (“**HIPAA**”). Client further represents and warrants that it is not a business associate as that term is defined under HIPAA. Client further agrees to indemnify and hold Vector Solutions and its officers, members, agents and employees harmless from any and all claims and demands (including reasonable attorneys’ fees associated with the same) made by Client and/or any third party due to or arising out of any claim that Vector Solutions is a covered entity or business associate, due to Client’s use of the Incident Tracking Service or Incident Management System.

2. **CLIENT’S OBLIGATIONS, COMPLIANCE, AND USE RESTRICTIONS.**

2.1. Compliance. Client shall be responsible for all Users’ compliance with this Agreement and use commercially reasonable efforts to prevent unauthorized access to or use of the Services. Client shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Vector Solutions.

2.2. Identify Named Users.

2.2.1. A “**Named User**” is defined as Client’s employees, consultants, contractors, and agents: (a) who are authorized by Client to access and use the Services during each contract year of the Agreement; and (b) for whom access to the Services is purchased hereunder.

2.2.2. For Clients accessing and using the Services, Client shall: (a) provide a listing of its designated/enrolled Named Users; (b) cause each of its Named Users to complete a unique profile if not created by Vector Solutions on their behalf; (c) timely maintain user database by adding a unique profile for each new Named User; and (d) when purchasing asset inventory management Services, identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

2.2.3. Additional Named Users. Additional Named Users added after the Effective Date shall be billed at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years on the anniversary date of each contract year or upon renewals under the Agreement.

2.2.4 Client agrees to pay for the number of Users using or licensed to access the Services in a given contract year.

2.2.5 Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Client’s use of the Services will be based upon the actual number of Named Users (i.e., actual Users plus Named Users) in a given contract year. Named Users inactivated in a given contract year will not count towards the total number of Named Users in the year following such inactivation, unless reactivated.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any comments regarding future functionality or features.

3. FEES AND PAYMENTS.

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 3.0% per year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars or Canadian Dollars, as applicable to Client’s location. Such charges will be made in advance, according to the frequency stated in Schedule A. Vector Solutions will invoice in advance, and such invoices are due and payable thirty (30) days after the invoice date (“Due Date”). All fees collected by Vector Solutions under this Agreement are fully earned when due and nonrefundable when paid. Any fees unpaid for more than ten (10) days past the Due Date shall bear interest at 1.5% per month

3.3. Suspension of Service for Overdue Payments. Vector Solutions shall have the right, in addition to all other rights and remedies to which Vector Solutions may be entitled, to suspend Client’s Named Users access to the Services without notice until all overdue payments are paid in full. Suspension of Client’s use of the Services or termination of the Agreement for Client’s violation of the terms of this Agreement will not change the Client’s obligation to pay any and all fees and expense reimbursements due for the applicable Term. In addition, Vector Solutions may suspend, terminate, or otherwise deny Client’s or any Named User’s access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) Vector Solutions receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Vector Solutions to do so; or (b) Vector Solutions believes, in its good faith and reasonable discretion, that: (i) Client or any Named User has failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; or (ii) Client’s use of the Services represents a direct or indirect threat to its network function or integrity or to Vector Solutions’ other customers’ ability to access and use the Services; or (iii) Client or any Named User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Vector Solutions’ other rights or remedies, whether at law, in equity, or under this Agreement.

3.4. Taxes. All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether federal, state or foreign, and Client will be responsible for payment of all such taxes (other than taxes based on Vector Solutions’ income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If Vector Solutions has a legal obligation to pay or collect taxes for which Client is responsible under the Agreement, then the appropriate amount will be invoiced to and paid by Client, unless Client claims tax exempt status for amounts due under this Agreement and provides Vector Solutions a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by Client to Vector Solutions, Client shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that Vector Solutions shall receive an amount equal to the fee it would have received had no such deduction or withholding been made.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1. Vector Solutions alone (and its licensors, where applicable) shall own all rights, title and interest in and to Vector Solutions’ software, website or technology, the course content, translations, compilations, partial copies, modifications, and updates, and the Services provided by Vector Solutions, as well as any and all suggestions, ideas, enhancement requests,

feedback, recommendations or other information provided by Client (collectively "Feedback"), and this Agreement does not convey to Client any rights of ownership to the same. Vector Solutions may use such Feedback given by Client to improve the Services, and such use shall not be deemed to confer any property rights to the Services to the Client. The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to Client to use them.

4.2. Client recognizes that Vector Solutions regards the software it has developed to deliver the Services as its proprietary information and as confidential trade secrets of great value. Client agrees not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than authorized Named Users of Client without the prior written consent of Vector Solutions. Client further agrees to treat the Services with at least the same degree of care with which Client treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.3. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content or Services in whole or in part; (c) embed the course content into other products; (d) use any trademarks, service marks, domain names, logos, or other identifiers of Vector Solutions or any of its third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any Vector Solutions Services or software; (f) alter or tamper with the Services and/or associated documentation in any way; (g) attempt to defeat any security measures that Vector Solutions may take to protect the confidentiality and proprietary nature of the Services; (h) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (i) except as permitted by this Agreement, knowingly allow any individual or entity under the control of Client to access Services without authorization under this Agreement for such access.

4.4. If Client chooses to participate by uploading its information to its shared resource sections of Vector Solutions' website, Client hereby authorizes Vector Solutions to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the shared resources section of Vector Solutions' website with Vector Solutions' third-party customers and users that are unrelated to Client ("Other Vector Solutions Customers"); provided that Vector Solutions must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other Vector Solutions Customers.

5. TERM, TERMINATION, AND NOTICE.

5.1. **Term.** The term of this Agreement shall commence on the Effective Date and will remain in full force and effect for the term indicated in Schedule A ("**Term**"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "**Renewal Term**"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration or early termination of this Agreement pursuant to Section 5.2 (Termination for Cause) below access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "**Expiration Period**"). Any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

5.2. **Termination for Cause.** Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

5.3. **Notice.** All required notices hereunder by either Party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either Party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

6. MUTUAL WARRANTIES AND DISCLAIMER.

6.1. **Mutual Representations & Warranties.** Each party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

6.2. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY

APPLICABLE LAW. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES IS WITH CLIENT. VECTOR SOLUTIONS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND VECTOR SOLUTIONS PROVIDES NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

WORKPLACE SAFETY IS YOUR RESPONSIBILITY. THAT DUTY CANNOT BE DELEGATED AND VECTOR SOLUTIONS ACCEPTS NO DELEGATION OF THAT DUTY. VECTOR SOLUTIONS WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

6.3. Disclaimer of Third-Party Content If Client uploads third-party content to the Vector Solutions platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. Vector Solutions is not and shall not be held responsible or liable for any third-party content or Client's use thereof. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SOFTWARE.

6.4 No employee or agent of Vector Solutions is authorized to make any warranty other than that which is specifically set forth herein. The provisions in any specification, brochure, or chart issued by Vector Solutions are descriptive only and are not warranties.

7. LIMITATION ON LIABILITY.

EXCEPT AS IT RELATES TO CLAIMS RELATED TO SECTION 8 (INDEMNIFICATION): (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; AND (B) THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT DAMAGES, SHALL NOT EXCEED THE AMOUNT OF THE TOTAL FEES DUE TO, OR ALREADY PAID TO, VECTOR SOLUTIONS FOR THE PRECEDING TWELVE (12) MONTHS.

7.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL VECTOR SOLUTIONS BE LIABLE TO CLIENT, ANY AFFILIATE, ANY THIRD PARTY OR CLIENT'S USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES. CLIENT, ITS AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AT THEIR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO CLIENT, THE ABOVE LIMITATIONS AND EXCLUSIONS MIGHT NOT APPLY TO CLIENT.

8. INDEMNIFICATION.

8.1. Indemnification by Vector Solutions. Vector Solutions shall indemnify and hold the Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property provided by or uploaded to the Vector Solutions platform by Vector Solutions infringes or violates any intellectual property right of any person.

8.2. Indemnification by Client. To the extent permitted by applicable law, Client shall indemnify and hold Vector Solutions harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that any document, course, or intellectual property owned by Client or uploaded to the Vector Solutions' platform by Client infringes or violates any intellectual property right of any person.

9. MISCELLANEOUS.

9.1 Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Vector Solutions may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

9.2. California Consumer Privacy Act (CCPA). Insofar as Vector Solutions will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("CCPA"), on behalf of the Client in the course of the performance of the Services hereunder, the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

9.2.1 CCPA Disclosures: To the extent the CCPA applies to the processing of any personal information by Vector Solutions pursuant to the Client's instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from the Client to Vector Solutions during the course of Vector Solutions' performance of this Agreement does not constitute selling of personal information as that term is defined in the CCPA, because the Client is not sharing or transferring such data to Vector Solutions for valuable consideration; (c) Vector Solutions will only use personal information for the specific purpose(s) of performing the Services, including any Schedules and Statements of Work attached hereto, and within the direct business relationship with the Client.

9.3. Export Regulations. All Content and Services and technical data delivered under this agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

9.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "Force Majeure Event"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

9.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

9.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

9.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

9.8. Purchase Orders. Client may issue a purchase order for its convenience only, it being agreed by the Parties that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document issued by Client that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from the purchase order, unless both Parties expressly agree in writing to the particular conflicting term or condition, in which event the agreed term or condition will apply only with respect to that particular purchase order.

9.9. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between Vector Solutions and Client, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between Vector Solutions and Client. Client acknowledges and agrees that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to the provision of Services by Vector Solutions.

This Space Intentionally Left Blank – Signature Page Immediately Follows

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Moberly Fire Department
310 N Clark Street
Moberly, MO 65270

By: _____

By: _____

Printed Name: Kegan Konrady

Printed Name:

Title: Director of Sales

Title:

Date: _____

Date: _____

City of Moberly

City Council Agenda Summary

Agenda Number: #12.

Department: Comm. Dev.

Date: September 6, 2022

Agenda Item: A Resolution Authorizing The City Manager Of Moberly Missouri To Execute A Burial Services Agreement With Fletcher's Excavating, LLC.

Summary: D&L Trenching signed a three-year agreement with the City for the grave openings at Oakland Cemetery in February 2021. D&L Trenching sold their grave opening portion of the business to Zachary & Courtney Fletcher as Fletcher Excavating. Mr. Fletcher has agreed to finish out the 1 ½ years on the agreement at the same rates that D&L Trenching was charging. Mr. Fletcher does not have a current business license with the City but will be in the first of the week to obtain it. Attached is a copy of the agreement with D&L Trenching and the letter provided us from Mr. Fletcher.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ Brubaker	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Kimmons	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kyser	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Lucas	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice		Passed	Failed
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____			

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE CITY MANAGER OF MOBERLY MISSOURI TO EXECUTE A BURIAL SERVICES AGREEMENT WITH FLETCHER'S EXCAVATING, LLC.

WHEREAS, on February 1, 2021, this Council awarded D&L Trenching a three-year contract for grave digging at Oakland Cemetery; and

WHEREAS, City staff was notified that D&L Trenching sold its grave digging business to Fletcher's Excavating, LLC ("Fletcher's") and that Fletcher's was willing to take over the three-year contract on the same terms; and

WHEREAS, attached hereto is a Burial Services Agreement (the "Agreement") with Fletcher's which has been agreed to by Fletcher's; and

WHEREAS, City staff recommends approval of the Agreement.

NOW, THEREFORE, the Moberly City Council hereby approves the attached Agreement and authorizes the City Manager to execute the Agreement on behalf of the City and to take such other and further action necessary to effectuate the purposes of this Agreement.

RESOLVED this 6th day of September, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

BURIAL SERVICES AGREEMENT**CITY OF MOBERLY, MISSOURI**

Comes now the City of Moberly, Missouri (the "City") and Fletcher's Excavating, LLC., ("Fletcher's") and hereby enter into the following Burial Services Agreement (the "Agreement") this 24th day of August, 2022 (the "Effective Date").

RECITALS

1. On February 1, 2021, the Moberly City Council accepted the bid of D&L Trenching to perform burial services consisting of grave digging at Oakland Cemetery for a three-year term.
2. The city was advised that D&L Trenching sold their grave digging business to Fletcher's Excavating, LLC as of August 8, 2022, and that Fletcher's is ready, willing and able to fulfill the remaining term of the grave digging service till January 31, 2024.
3. The terms of this Agreement shall not be effective until approved by the governing body of the city and the execution of this contract by each party.

TERMS**A. GRAVE OPENING CHARGES.**

The standard charges for grave openings is as follows:

\$475.00 Monday through Friday openings;
 \$600.00 Weekend/Holiday openings;
 \$1,000.00 for combined space burial openings Monday through Friday;
 \$1,200.00 for combined space burial openings Weekends/Holidays; and
 \$1,000.00 for all Disinterment openings.

B. TERM.

The term of this Agreement will extend through January 31, 2024. Thereafter the city will rebid the grave opening services for Oakland Cemetery.

C. ADDITIONAL PROJECT REQUIREMENTS.

Fletcher's will provide city with contact information and will be available by phone 365 days a year. Graves will be refilled so the top of the grave is flush, or a little above, the surrounding ground. The area around the grave will be left in good condition after filling in. Fletcher's will replace or repair any headstones or appurtenances, broken or damaged, as a result of grave digging operations.

D. LICENSING.

Fletcher's shall maintain a city business license during the term of this Agreement. It shall also maintain any other licenses or permits required by the State of Missouri.

E. HOLD HARMLESS.

To the fullest extent not prohibited by law, Fletcher's shall indemnify and hold harmless the City, its elected officials, officers, agents and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, its employees or any person directly or indirectly employed by it, in connection with the services provided in this Agreement.

F. NO WAIVER OF IMMUNITIES.

Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity. The parties hereto agree that in no event shall the City or any of its elected officials, officers, agents and employees have any liability in damages or any other monetary liability to the Fletcher's or any of its officials, officers, agents or employees in respect of any suit, claim, or cause of action arising out of this Agreement and Fletcher's waives any such claim except any claim premised on the negligence of the City. No elected officials, officers, agents or employees of the City shall be personally liable to the Fletcher's or its officials, officers, agents or employees in the event of any default or breach by any party under this Agreement.

G. COMMUNICATIONS.

Any notice or communication concerning this Agreement shall be addressed to:

If to the City: City Administration
Attn: Brian Crane
101 West Reed Street
660-269-8705

If to the Fletcher's: Zachary Fletcher
1026 Highway YY
Moberly, Missouri 65270
660-833-7443

H. INSURANCE

Fletcher's shall maintain during the term of this Agreement Commercial General Liability with limits not less than \$300,000.00 per occurrence.

I. AMENDMENTS.

No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties unless agreed to in writing and approved by each party.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 24th day of August, 2022.

CITY OF MOBERLY, MISSOURI

By: _____

FLETCHER'S EXCAVATING, LLC

By:  _____

City of

Moberly!

City Hall
660-263-4420

City Manager
660-269-8705
Ext. 2062

City Clerk
660-269-8705
Ext. 2053

Code Enforcement/
Building Inspection
660-269-8705
Ext. 2038

Community
Development
660-269-8705
Ext. 2044

Finance
660-269-8705
Ext. 2037

Fire Non-Emergency
660-269-8705
Ext. 2035

Emergency - 911

Parks & Recreation
660-269-8705 x2040

Personnel/
Purchasing
660-269-8705
Ext. 2069

Police Non-
Emergency
660-263-0346

Public Works
660-269-8705
Ext. 2044

Sanitation/
Street Maintenance
660-269-9451

Utility Billing
660-263-4420

Water/Wastewater
660-269-8705
Ext. 2049

101 West Reed Street Moberly, Missouri 65270-1551
Phone: (660) 269-8705
Fax: (660) 269-8171

August 15, 2022

Fletcher's Excavating,
1026 Highway YY
Moberly, MO 65270-4046

RE: Burial Services Agreement

Since you are assuming D&L's grave digging contract, the city needs to have its own agreement with you. Enclosed you will find a proposed Burial Services Agreement for your review. If it is agreeable with you, please give me a call at 660 269-8705, ext. 2230 and confirm your agreement.

I will then have the city council approve the agreement on September 6 and the city manager can sign the agreement at that time. If you could sign the agreement and return it to me, it would facilitate things greatly. Please use the enclosed self-addressed stamped return envelope.

Thank you for your assistance.

Very Truly Yours,



Randall D. Thompson
City Attorney
Randall D. Thompson

Dear City of Moberly Officials,

My name is Zachary Fletcher. My wife, Courtney and I have recently purchased the grave digging service portion of D & L Trenching from Danny Koenig. As Fletcher's Excavating, we will fulfill all remaining contracts for the City of Moberly that D & L Trenching had agreed upon. We are excited to be a part of the business community of Randolph County, and we look forward to being a part of that for years to come.

Sincerely,

A handwritten signature in black ink that reads "Zachary Fletcher". The signature is written in a cursive, flowing style.

Zach and Courtney Fletcher



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD) #12.
08-08-2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Todd Lowrey 201 east coates Moberly MO 65270	CONTACT NAME: Todd Lowrey	
	PHONE (A/C, No, Ext): 660-263-3477	FAX (A/C, No):
INSURED Fletchers Excavating LLC 1026 HWY YY Moberly MO 65270	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Shelter Mutual Insurance Company	NAIC #: 23388
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
x	COMMERCIAL GENERAL LIABILITY			24-31-10277872-1	08/05/2022	02/05/2023	EACH OCCURRENCE \$300,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,00
							MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$300,000
x	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$300,000
	OTHER:						\$
	AUTOMOBILE LIABILITY			24-1-C-102277872-1	08/05/2022	02/05/2022	COMBINED SINGLE LIMIT (Ea accident) \$300,000
	ANY AUTO						BODILY INJURY (Per person) \$
x	OWNED AUTOS ONLY	x					BODILY INJURY (Per accident) \$
x	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured-City of Moberly

CERTIFICATE HOLDER

CANCELLATION

City of Moberly
101 W Reed St
Moberly MO 65270

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Moberly

City Council Agenda Summary

Agenda Number: #13.

Department: Public Works

Date: September 6, 2022

Agenda Item: A Resolution Accepting The Bid Of Willis Bros., Inc And Authorizing Contracting For Re-Establishing Ditches Around Moberly.

Summary: We advertised for proposals for re-establishing existing ditches in areas of Moberly for a per/ft unit price. Only one bid was received for \$7.25/ft from Willis Brothers. The estimated total distance is approximately 9,000' for the work, making the estimated total project around \$65,000. Staff recommends accepting the bid from Willis Brothers.

Recommended

Action: Approve this resolution.

Fund Name: Transportation Trust

Account Number: 600.000.5406

Available Budget \$: 40,000.00

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

M___ S___ **Lucas** ___ ___

Passed Failed

BILL NO: _____

RESOLUTION NO: _____

**A RESOLUTION ACCEPTING THE BID OF WILLIS BROS., INC AND
AUTHORIZING CONTRACTING FOR RE-ESTABLISHING DITCHES AROUND
MOBERLY.**

WHEREAS, City staff advertised for bids to re-establish existing ditches in areas of Moberly on a per foot unit price for approximately 9,000 feet of ditches; and

WHEREAS, one bid was received from Willis Bros., Inc., in the amount of \$7.25 per foot; and

WHEREAS, City staff believes this to be a fair bid and recommends it be accepted.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the attached bid and authorizes the work described therein and further authorizes contracting with Willis Bros., Inc. for the re-establishment of approximately 9,000 feet of existing ditches and further authorizes all other actions necessary to carry out the intent of this Resolution.

RESOLVED this 6th day of September, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

CITY OF MOBERLY, MISSOURIRE-ESTABLISHING EXISTING DITCHES - PROPOSAL FORMBids due by 10:00AM on Wednesday, August 10, 2022BY FOOTAGE1.) \$ 7.25 per foot.Willis Bros., Inc.
30285 Kimball Pl.
Macon, MO 63552Contractor (Name) Willis Bros., Inc.
30285 Kimball Pl.
Macon, MO 63552660.385.3327

Address

Jim Willis

Signature

8-10-22

Date

RE-ESTABLISH EXISTING DITCHES

Bid 8-10-20

Quinn

1. 1721 Lakewood
2. 516 Fulton Ave
3. 403 E Carpenter
4. Hinkley & Quinn
5. 1333 E Logan
6. 925 N Ault
7. 420 Betty
8. 725 Weintz
9. 530 N Moulton
10. 1304 Bertley
11. 400 Block of Chandler
12. Jefferson/N Moulton
13. All Wabash Heights
14. Terrill Rd
15. 204 Edgewood
16. W Urbandale
17. 501 Morehead
18. Collins
19. 5 Fair oaks
20. 618 Porter
21. Jackson
22. 413 Jefferson
23. 144 Tannehill

City of Moberly

City Council Agenda Summary

Agenda Number: #14.

Department: Comm. Dev.

Date: September 6, 2022

Agenda Item: A Resolution Accepting The Proposal Of Johnston Builders, LLC For Infill Housing At 809 Vincil Street.

Summary: We advertised for proposals for in-fill housing. Numerous area developers were notified directly to try and get several proposals. Proposals were opened on August 9, 2022. One proposal was received from Johnston Construction for the lot at 809 Vincil. It was for a single family slab construction home (see attached). Staff recommends accepting the proposals from Johnston Construction.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ☐ ☐

Council Member

M___ S___ **Brubaker** ☐ ☐

M___ S___ **Kimmons** ☐ ☐

M___ S___ **Kyser** ☐ ☐

M___ S___ **Lucas** ☐ ☐

Passed Failed

BILL NO: _____

RESOLUTION NO: _____

**A RESOLUTION ACCEPTING THE PROPOSAL OF JOHNSTON BUILDERS, LLC
FOR INFILL HOUSING AT 809 VINCIL STREET.**

WHEREAS, the Public Works department advertised a request for proposals for developers interested in developing available infill housing locations; and

WHEREAS, proposals were opened on August 9, 2022, with one developer, Johnston Builders, LLC, submitting an infill housing project proposal for 809 Vincil Street; and

WHEREAS, City staff recommends that the City Council accept the proposal and authorize City Staff to prepare a Cooperative Agreement with Johnston Builders, LLC to be approved by Ordinance.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the proposal of Johnston Builders, LLC and directs staff to prepare a Cooperative Agreement for infill housing to be approved by Ordinance.

RESOLVED this 6th day of September, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk



809 Vincil St

08.02.2022

Charles Johnston

Johnston Builders

308 S 6th

Moberly Mo. 65270

(573)286-1870

Submitted for approval. One three bedroom two bath 1248sqft home with open concept kitchen, dining area, and large laundry, and mechanicals room. The footprint of the home would be 26'x48' allowing us to stay within the setbacks in R-2 Zoning.

We have built this same floor plan at 726 S 4th with an attached garage. We also have one under construction at 920 S. Williams and believe it would be a great addition to the neighborhood on Vincil.

It is our goal to provide attractive, affordable homes to median income families in the community we live and work in. To do so hinges greatly on our ability to obtain lots as affordably as possible. The city's acceptance of our proposal would help us to cut the cost of the home to the consumer by an estimated \$12,500usd while also breathing new life into a neighborhood in decline.

Upon City approval Johnston Builders would seek bank approval and look to begin early phases (Plumbing, Flatwork) Before end of 2022 an bring it to market in early 2023.

Respectfully submitted



BILL NO. _____

ORDINANCE NO: _____

**AN ORDINANCE APPROVING A COOPERATIVE FUNDING AGREEMENT
FOR VIDEO SCOREBOARD ADVERTISING; AND PROVIDING FURTHER
AUTHORITY**

WHEREAS, Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize Missouri municipalities to contract with any private person, firm, association, or corporation for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, provided, that the subject and purposes of any such contract or cooperative action are within the scope of the powers of such municipality; and

WHEREAS, the Moberly School District (the “**School**”) has recently installed digital video scoreboards at the Larry K. Noel Stadium and at the Moberly High School gymnasium facilities (together, the “**Scoreboards**”) which will operate during and serve various local athletic events and the School now offers advertising space on the Scoreboards to interested public and private entities on a non-exclusive sponsorship or rental basis; and

WHEREAS, the School has approached the City and the Downtown Moberly Community Improvement District (the “**District**”) to offer advertising space on the Scoreboards in connection with the promotion of tourism, recreation, and downtown development and City and the District are each interested in obtaining the advertising space services and in funding the same in cooperation with various City agencies, all as further set forth in that certain cooperative funding agreement attached as Exhibit A to and incorporated by reference in this Resolution (the “**Funding Agreement**”);

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBERLY, MISSOURI, as follows, to wit:

SECTION 1. The Funding Agreement is hereby approved and the Mayor is hereby

authorized and directed to execute and deliver the Funding Agreement on behalf of the City.

SECTION 2. The Mayor, City Manager, City Clerk, and applicable City staff are hereby authorized and directed to take such further actions as may be necessary or convenient to carry out and satisfy the City's obligations under the Funding Agreement.

SECTION 3. The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Council of the City would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION 4. This Ordinance shall take effect and be in force from and after its passage and adoption by the Council of the City and its signature by the officer presiding at the meeting at which it was passed and adopted.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri on this ____ day of _____, 2022.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

EXHIBIT A

COOPERATIVE FUNDING AGREEMENT

THIS COOPERATIVE FUNDING AGREEMENT (this “**Agreement**”) is made and entered into this 1st day of September, 2022 (the “**Effective Date**”) by and among the MOBERLY SCHOOL DISTRICT, a school district and political subdivision of the State of Missouri (the “**School**”); the DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and political subdivision of the State of Missouri (the “**District**”); and the CITY OF MOBERLY, a city of the third class and Missouri municipal corporation acting as such (the “**City**”) and by and through its PARKS AND RECREATION BOARD (the “**Board**”); and its TOURISM COMMISSION (the “**Commission**” and together with the City and the Board, the “**City Parties**”).

RECITALS

A. The School has recently installed video scoreboards at the Larry K. Noel Stadium (the “**Stadium**”) and at the Moberly High School gymnasium facilities (the “**Gymnasium**”) which will operate during and serve various local athletic events (together, the “**Scoreboards**”) and is offering advertising space on the Scoreboards to interested public and private entities on a non-exclusive sponsorship or rental basis.

B. The School has approached the District and the City Parties to offer advertising space on the Scoreboard in connection with the promotion of tourism, recreation, and downtown development and the District and the City Parties are each interested in obtaining the advertising space, all in accordance with the terms and conditions set forth in the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Grant of Advertising Rights. For the Term (as hereinafter defined) of this Agreement the School hereby grants to the District and to the City Parties the non-exclusive right to use and enjoy the advertising space on the Scoreboards to promote tourism, recreation, and downtown development activities within the respective corporate limits of the City and the District, which promotion may include, but not be limited to, advertising of special events, available facilities, and other public services offered by the District or one or more of the City Parties. The foregoing grant of advertising rights and services provided shall be commensurate with a “Gold Tier” sponsorship package offered by the School including, without limitation:

Permanent Identification Signage on the Stadium
and Gymnasium Scoreboards.
Two (2) twenty second digital advertisements messages on

- the Stadium Scoreboard per athletic event (scrolling at timeouts/quarters, etc.);
- One (1) commercial message during each athletic event at the Stadium and the Gymnasium;
- Digital rotating advertisements at pre-games and during games;
- Two (2) Graphic Packages during games; and
- Sports Programs advertisements.

In addition to the foregoing, the District and the City Parties shall have the option in each year of the Term of this Agreement to purchase One (1) video commercial to be played twice during Ten (10) home game events.

Within Thirty (30) days of the execution of this Agreement, and each year during the Term of this Agreement the District and the City Parties shall meet to cooperate and mutually agree on the allocation of temporary and permanent messaging among the District and the City Parties for that year which allocation shall be communicated in writing to the School and which shall be dispositive. The District and the City Parties shall also determine and designate a single individual or entity (the “**Parties’ Representative**”) from time to time to have contact with the School and to communicate the desires and concerns of the District and the City Parties. At all times during the Term of this Agreement, the School shall be responsible for coordination, technical assistance and management, and quality control with respect to the digital messaging and the operations of the Scoreboards and for working with the Parties’ Representative to resolve any concerns or disputes.

Section 2. Control of Advertising Copy; Limitations. The District and each of the City Parties shall have sole responsibility for their respective advertising copy as to subject matter. In accordance with section 67.1461 of the Revised Statutes of Missouri, as amended, the subject matter of any and all advertising paid by for or attributable to the District shall be limited to locations, activities, and events within the corporate limits of the District.

Section 3. Funding. In consideration of the grant of advertising space and attendant services as hereinbefore provided, the District and the City Parties each agree to compensate the School in the total amount of Seven Thousand Five Hundred Dollars and no cents (\$7,500.00) per year during the Term of this Agreement payable to the order of the School and allocated among the parties as follows:

City	\$2,500.00;
Board	\$2,500.00;
Commission	\$1,000.00;
District	<u>\$1,500.00;</u>
	\$7,500.00

provided that, amounts allocated to the City shall be made available solely from revenues actually received by the City and deposited in the City’s Community Development Block Grant Fund; amounts allocated to the Board shall be made available from any lawfully available funds allocated

to or received by the Parks and Recreation Department; amounts allocated to the Commission shall be made available from lawfully available funds provided to the Commission; and amounts allocated to the District shall be made available from the levy of the District's 1.0% sales and use tax upon taxable sales within the District.

Section 4. Term of Agreement. This Agreement shall commence on the Effective Date and terminate on September 1, 2027 (the "**Term**") unless otherwise renewed by mutual agreement of the parties.

Section 5. No Assignment. This Agreement may not be assigned by any party.

Section 6. Breach and Compliance; Right to Cure; Remedies Not Exclusive. In the event of substantial non-compliance by any party with the terms of this Agreement applicable to such party, written notice of same may be delivered to the non-compliant party by any of the remaining parties, and, if the non-compliant party shall not have corrected such substantial non-compliance within Thirty (30) days after receipt of such notice (unless the time for such correction is further extended in writing by the noticing party or unless such correction reasonably requires more than 30 days to correct; *provided that*, the non-compliant party diligently pursues such correction to satisfactory completion), any of the remaining parties may institute such proceedings as may be necessary or desirable in the remaining parties' sole opinion(s) to cure and remedy such default including, without limitation, the termination of this Agreement. None of the foregoing remedies shall be exclusive of any other remedy specified in this **Section 6** or otherwise available to the parties at law or in equity and any and all such remedies may be exercised individually, sequentially, collectively, or in the alternative, all at the exercising party's sole discretion.

Section 7. Notices. All notices between the parties hereto shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt or by overnight courier, shall be deemed to have been validly served, given or delivered immediately when delivered against receipt or Three (3) business days after deposit in the mail, postage prepaid, or One (1) business day after deposit with an overnight courier, and shall be addressed as follows:

If to the City or City Parties: City of Moberly
101 West Reed Street – City Hall
Moberly, Missouri 65270
Attention: City Manager

If to the District: Downtown Moberly Community Improvement District
101 West Reed Street
Moberly, Missouri 65270
Attention: Chair

With a copy to: Cunningham, Vogel & Rost, P.C.
333 South Kirkwood Road, Suite 300
St. Louis, Missouri 63122
Attention: Thomas A. Cunningham, Esq.

If to the School: Moberly School District
 1625 Gratz-Brown Street
 Moberly, Missouri 65270
 Attention: Activities Director

Each party shall have the right to specify that notice is to be addressed to another address by giving to the other party Ten (10) days written notice thereof.

Section 8. No Personal Liability. No present or future official, agent, employee, or representative of the City or of the District shall be personally liable to any other for any default, breach of duty or other claim arising from this Agreement or actions hereunder.

Section 9. No Waiver of Sovereign Immunity. Nothing in this Agreement shall constitute or be deemed to be a waiver by the City, the City Parties, or the District of that party's sovereign immunity.

Section 10. No Third Party Beneficiaries. This Agreement is not intended to create or result in any third party beneficiary and shall not create any rights enforceable by any third party.

Section 11. Entire Agreement; Amendment; No Waiver by Prior Actions. The parties hereto agree that this Agreement shall constitute the entire agreement between the parties and no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the parties. The failure of any party hereto to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement to be performed or observed by another party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

Section 12. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 13. Binding Effect. Except as otherwise expressly provided in this Agreement, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the City, the City Parties, the District, the School and their respective successors and permitted assigns.

Section 14. Choice of Law; Venue. This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. The parties hereto each agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

Section 15. Headings; No Presumption; Agreement Preparation. The headings and captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement of any provision thereof and shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Agreement. Each party to this Agreement and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement. This Agreement shall be construed without regard to any presumption or other rule of construction whereby ambiguities within this Agreement or such other document would be construed or interpreted against the party causing the document to be drafted. The parties hereto each further represent that the terms of this Agreement has been completely read by them and that those terms are fully understood and voluntarily accepted by them. In any interpretation, construction or determination of the meaning of any provision of this Agreement, no presumption whatsoever shall arise from the fact that the Agreement was prepared by or on behalf of any party hereto.

Section 16. Execution; Counterparts. Each person executing this Agreement in a representative capacity warrants and represents that he or she has authority to do so, and upon request by another party, proof of such authority will be furnished to the requesting party. This Agreement may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the parties hereto, notwithstanding that both parties may not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the CITY, the DISTRICT, and the SCHOOL have caused this Agreement to be executed in their respective names and attested to as of the date first above written.

THE CITY OF MOBERLY

By: _____
Jerry Jeffrey, Mayor

ATTEST:

Shannon Hance, City Clerk

**DOWNTOWN MOBERLY COMMUNITY
IMPROVEMENT DISTRICT**

By : _____
Brian Crane, Chair

ATTEST:

By: _____
Secretary

MOBERLY SCHOOL DISTRICT

By : _____

ATTEST:

By: _____

ACKNOWLEDGED AND AGREED TO:

MOBERLY PARKS BOARD

By: _____

MOBERLY TOURISM COMMISION

By: _____

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RECITALS

A. The School has recently installed video scoreboards at the Larry K. Noel Stadium (the “**Stadium**”) and at the Moberly High School gymnasium facilities (the “**Gymnasium**”) which will operate during and serve various local athletic events (together, the “**Scoreboards**”) and is offering advertising space on the Scoreboards to interested public and private entities on a non-exclusive sponsorship or rental basis.

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- Permanent Identification Signage on the Stadium and Gymnasium Scoreboards.
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Stadium and the Gymnasium;
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Commission	\$1,000.00;
District	<u>\$1,500.00;</u>
	\$7,500.00

provided that, payment of the foregoing amounts in each year of the Term of this Agreement shall be subject to annual appropriation by the applicable entity; and *provided further that* amounts allocated to the City shall be made available solely from revenues actually received by the City and deposited in the City’s Community Development Block Grant Fund; amounts allocated to the Board shall be made available from any lawfully available funds allocated to or received by the Parks and Recreation Department; amounts allocated to the Commission shall be made available from lawfully available funds provided to the Commission; and amounts allocated to the District

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If to the City or City Parties: City of Moberly
101 West Reed Street – City Hall
Moberly, Missouri 65270
Attention: City Manager

If to the District: Downtown Moberly Community Improvement District
101 West Reed Street
Moberly, Missouri 65270
Attention: Chair

With a copy to: Cunningham, Vogel & Rost, P.C.
333 South Kirkwood Road, Suite 300
St. Louis, Missouri 63122
Attention: Thomas A. Cunningham, Esq.

If to the School: Moberly School District
 1625 Gratz-Brown Street
 Moberly, Missouri 65270
 Attention: Activities Director

Each party shall have the right to specify that notice is to be addressed to another address by giving to the other party Ten (10) days written notice thereof.

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Section 9. No Waiver of Sovereign Immunity. Nothing in this Agreement shall constitute or be deemed to be a waiver by the City, the City Parties, or the District of that party's sovereign immunity.

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Section 11. Entire Agreement; Amendment; No Waiver by Prior Actions. The parties hereto agree that this Agreement shall constitute the entire agreement between the parties and no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the parties. The failure of any party hereto to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement to be performed or observed by another party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

Section 12. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

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Section 14. Choice of Law; Venue. This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. The parties hereto each agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

Section 15. Headings; No Presumption; Agreement Preparation. The headings and captions of this Agreement are for convenience and reference only, and in no way define, limit, or

describe the scope or intent of this Agreement of any provision thereof and shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Agreement. Each party to this Agreement and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement. This Agreement shall be construed without regard to any presumption or other rule of construction whereby ambiguities within this Agreement or such other document would be construed or interpreted against the party causing the document to be drafted. The parties hereto each further represent that the terms of this Agreement has been completely read by them and that those terms are fully understood and voluntarily accepted by them. In any interpretation, construction or determination of the meaning of any provision of this Agreement, no presumption whatsoever shall arise from the fact that the Agreement was prepared by or on behalf of any party hereto.

Section 16. Execution; Counterparts. Each person executing this Agreement in a representative capacity warrants and represents that he or she has authority to do so, and upon request by another party, proof of such authority will be furnished to the requesting party. This Agreement may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the parties hereto, notwithstanding that both parties may not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the CITY, the DISTRICT, and the SCHOOL have caused this Agreement to be executed in their respective names and attested to as of the date first above written.

THE CITY OF MOBERLY

By: _____
Jerry Jeffrey, Mayor

ATTEST:

Shannon Hance, City Clerk

**DOWNTOWN MOBERLY COMMUNITY
IMPROVEMENT DISTRICT**

By : _____
Brian Crane, Chair

ATTEST:

By: _____
Secretary

MOBERLY SCHOOL DISTRICT

By : _____

ATTEST:

By: _____

ACKNOWLEDGED AND AGREED TO:

MOBERLY PARKS BOARD

By: _____

MOBERLY TOURISM COMMISSION

By: _____

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#16.

Department: Public Works

Date: September 6, 2022

Agenda Item: A Resolution Approving A Lease Agreement With Titus Chump For Property Located At The Omar N. Bradley Airport And Authorizing The City Manager To Execute The Lease.

Summary: This is a lease for Mr. Chupp, owner of Diamond Building Supply. He currently has two aircraft on-site and would like his own facility. The proposed location just West of our recently acquired hangars, is designated for private hangar construction under our Airport Layout Plan (ALP). It has been surveyed and platted into individual lots. The lease is recommending lots 1-6 which would give him enough room for the proposed 80'x100' hangar. The ground lease is a standard format 15 year lease and at the standard rate of \$.15 cents per sq. ft. He will likely have more aircraft in a building that size which will increase our based aircraft, operations and fuel sales. We also have full utilities out there now, so this would be an additional water/sewer customer.

Staff recommends approval.

Recommended

Action: Approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other <u>Agreements</u>

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Kyser**

M___ S___ **Lucas**

Passed

Failed

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION APPROVING A LEASE AGREEMENT WITH TITUS CHUPP FOR PROPERTY LOCATED AT THE OMAR N. BRADLEY AIRPORT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE.

WHEREAS, Titus Chupp approached City staff desiring to enter into a fifteen year ground lease at Omar N. Bradley Regional Airport for construction of a hangar facility; and

WHEREAS, attached hereto is a proposed ground lease the terms of which have been agreed to by Titus Chupp and City staff; and

WHEREAS, the lease agreement attached hereto provides for an annual lease term beginning upon acceptance by the City Council and sets forth the rights and liabilities of the parties.

NOW, THEREFORE, the lease agreement with Titus Chupp, is hereby approved and the City Manager or his designee is hereby authorized to execute the Agreement on behalf of the City of Moberly, Missouri.

RESOLVED this 6th day of September, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

LEASE

THIS LEASE made this the _____ day of _____, 20 ____ by and between the **City of Moberly, Missouri, a municipal corporation**, hereinafter called the “Lessor” and **Titus Chupp**, hereinafter called “Lessee”.

WITNESSETH:

The Lessor leases to the Lessee premises located in the County of Randolph and State of Missouri, as follows:

Lots One (1) through Six (6) of the Omar Bradley Airport, First Addition of Moberly or more commonly known as 3570 East Outer Road, Moberly, MO.

1. To have and to hold the premises, containing **8,000 sq. ft.** of structure for a term of fifteen (15) years from and after the _____ day of _____, 20 ____.
2. It is further understood and agreed by and between the parties that in addition to the payment by the Lessee of the cost of the construction of the airport hangar building located on the above described premises Lessee will pay as a rental fee per square foot of structure upon the above described lands to the City during the term hereof, at the rate of \$.15 sq. ft. per year, payable annually in advance, the first of said payments being due upon the execution of this lease, and the remaining payments being due on the third day of January thereafter during the primary terms hereof. It is understood and agreed by and between the parties that time is of the essence of this contract and Lessee does hereby bind him/her to pay promptly said rental payments for the full term hereof. Failure to make timely rental payments will be grounds for default. Also if Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such violation and shall fail to correct such violation within thirty days, the Lessor may at once, if it so

elects, terminate the same and take possession of the premises. It is further understood and agreed that there shall be a mandatory site lease rent cost review by the airport advisory committee every fifth year, for the duration of the lease, for possible rent adjustment, based on inflation factors, not to exceed CPI, and airport improvements.

3. The Lessee shall have the right to erect, maintain and alter buildings or structure upon said premises providing such buildings or structures conform to the Building Code requirements of the City of Moberly, now or hereafter in effect. All plans for such buildings or structures shall be reviewed and approved by the said Airport Committee. Title to the building(s) erected by the Lessee shall remain with the Lessee and shall be transferable during the term of the lease (see item #9). Lessee agrees to comply with all city building code, inspection and permit requirements during the construction of the hangar building.

4. The building upon the premises shall be maintained in all respects by the Lessee during the term of this lease. The Lessee shall not make any substantial alteration in the external elevation or architectural design of the building after the same is constructed or injure or remove any of the principal walls or supporting timbers thereof without the consent in writing of the Lessor. The building upon the premises herein leased shall be used solely for the purpose of storage, repair and maintenance of aircraft and other purposes incidental to general aviation. The Lessor shall have the privilege of terminating this lease upon sixty (60) days' notice to Lessee that such lease will be terminated unless necessary repairs are made.

5. In the event of fire or any other casualty, the owner of such structure so affected shall either repair or replace the building to its original condition or return site to original condition. Such action must be accomplished within 90 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.

6. It is understood that the Lessor will maintain the apron and provide snow removal for the apron and ramps providing access to the leased premises.

7. Lessor agrees that following termination of this lease that Lessee shall have the right of first refusal to rent or lease the subject realty at the then prevailing rate and upon the then currently acceptable conditions. At the termination of this lease, whether the same be at the end of the lease or prior termination for cause, the Lessee shall surrender the premises, with all buildings erected thereon and additions thereto to the Lessor. Any building erected upon the premises herein leased or any fixture of a permanent nature placed upon said premises, including driveway, runways, or aprons, shall at the termination of this lease become the property of the Lessor without payment of any nature whatsoever to the Lessee, provided the Lessee does not wish to sell the facility or renew the lease.

8. The Lessee shall not suffer the premises or any improvements thereon to become subject to any lien, charge or any encumbrance whatsoever; it is being expressly agreed that the Lessee shall have no authority express or implied to create any lien, charge, or encumbrance upon the premises or the improvements thereon.

9. The Lessee shall not assign this lease, except with the Lessor's written consent.

10. Lessee agrees during the term of this lease not to interfere with the normal operations of the airport.

11. Lessee agrees that said hanger will be used only for the storage maintenance and operation of the Lessee's private aircraft and no services are provided to the general public, unless a business license is acquired and all other requirements of a commercial property are met, and the business is wholly aviation related. Final determination for "Aviation Related" will be made by the Airport Board.

12. It is agreed that the Lessor and its agents and servants at all reasonable times shall have the right to enter upon the premises leased to view the condition of the premises and the building.

13. The Lessee shall indemnify and hold harmless the City and all of its officers, agents, and employees from all suits or claims of any character brought for or on account of any injuries received by any person or property resulting from the lease, except to the extent such suit, action or claim is caused by the sole negligence or willful misconduct of the City, its officers, employees or agents.

14. The Lessee agrees to indemnify Lessor against all costs and expenses lawfully and reasonably incurred in or about the premises in the defense of action or proceedings, or in the discharge of the premises for any charge, lien or encumbrance or in obtaining possession after default of the Lessee, or the termination of this lease.

15. The Lessee agrees to remove any buildings on the premises that the Lessor determines to be a detriment to the premises at the sole expense of the Lessee. Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

16. Lessor reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance.

17. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.

18. During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area,

the publicly-owned air navigation facilities and/or other area or facilities of the Airport. If any such agreement is executed, the provision of the agreement with the Lessor shall be suspended.

19. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way to interfere with or adversely affect the use, operation, maintenance or development of a federally obligated Airport.

20. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to the Lessee or any other third party or their successors, assigns, heirs or personal representatives in the event of any default or breach by any party under this Lease.

21. Nothing contained in this Lease nor any act of Lessee or the City shall be deemed or construed to create a partnership, joint venture or agency relationship between the parties, or their agents or representatives and this lease is solely for the purpose of leasing the described property. The parties do not intend to confer any benefit under this Lease on any person or entity other than the parties named hereto.

22. All covenants, stipulation and agreements to this lease shall extend to and bind the successors and assigns of the parties respectively by and to whom the same have been made.

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

CITY OF MOBERLY, MISSOURI
A Municipal Corporation

BY _____
Thomas E Sanders, Public Works
Director

ATTEST:

BY _____
Titus Chupp, Lessee

STATE OF MISSOURI)
) SS
COUNTY OF RANDOLPH)

On this _____ day of _____, 20 _____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Public Works Director of the City of Moberly, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the seal of said municipality and that said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Public Works Director, _____ acknowledged said instrument to be the free act of deed of said municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Moberly, the day and year first above written.

My Commission expires _____.

Notary Public

STATE OF MISSOURI)
) SS
 COUNTY OF RANDOLPH)

On this _____ day of _____, 20 _____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____, and that the seal affixed to the foregoing instrument is the corporation seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act of deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Moberly, the day and year first above written.

My Commission expires _____.

 Notary Public

City of Moberly

City Council Agenda Summary

Agenda Number: #17.
 Department: Public Works
 Date: September 6, 2022

Agenda Item: A Resolution Authorizing The City Manager To Enter Into An Agreement With Derrick Fee, D/B/A Red Rock Demolition, For Structure, Junk And Debris Removal As Part Of An Abatement Action.

Summary: The City of Moberly Code Enforcement staff has exhausted all procedures related to abatement and cleanup of the property at 115 Hurley St. Code Enforcement has given the property owner more than three years with repeated attempts that have obtained at times nearly 80% completion before returning. The latest abatement order has not been complied and this is the final step in completing the abatement procedure. In order to complete this abatement, it was necessary to acquire three bids from contractors to find the best price for abatement of the nuisance. Red Rock has come as the lowest bidder and is able to complete the abatement in the next 30 days when he is in town.

Recommended

Action: Approve this resolution.

Fund Name: Structure Demolition and Debris

Account Number: 100.005.5418

Available Budget \$: 112,308.66

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Brubaker	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Kyser	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Lucas	___	___
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DERRICK FEE, D/B/A RED ROCK DEMOLITION, FOR STRUCTURE, JUNK AND DEBRIS REMOVAL AS PART OF AN ABATEMENT ACTION.

WHEREAS, city staff has completed its abatement process for nuisance abatement at 115 Hurley Street and the owner has failed to respond to any notices provided to him; and

WHEREAS, Derrick Fee, d/b/a Red Rock Demolition, was the lowest responsible bidder for removal of the structure; and

WHEEREAS, attached hereto is a Public Works Contract with Derrick Fee for removal of the structure for a sum not to exceed \$6,500.00.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby authorizes the City Manager to enter into the Public Works Contract attached hereto.

RESOLVED this 6th day of September, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

**CITY OF MOBERLY CONTRACT
PUBLIC UTILITIES DEPARTMENT
FOR DEMOLITION OF ACCESSORY STRUCTURES**

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- B Scope of Work

**CITY OF MOBERLY CONTRACT
PUBLIC UTILITIES DEPARTMENT
FOR DEMOLITION OF ACCESSORY STRUCTURES**

THIS CONTRACT (hereinafter "Contract") by and between the City of Moberly, Missouri, a municipal corporation (hereinafter called "City"), and Derrick Fee, d/b/a Red Rock Demolition (hereinafter called "Contractor"), is made and entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, City has a need for a Contractor to demolish and remove all debris and structures as defined herein and further described in the Scope of Work, Plans and Project Specifications set forth herein and other Contract Documents; and

WHEREAS, in response to City's request for a bid for all labor and equipment to demolish and remove all structures Contractor has submitted a proposal and pricing dated August 2, 2022, which is attached as Exhibit A; and

WHEREAS, City has selected Contractor based upon Contractor's representations that Contractor is qualified to complete the Designated Project in accordance with the terms of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows:

1. SCOPE OF WORK, PLANS, PROJECT SPECIFICATIONS, AND PROJECT AUTHORIZATION: Contractor agrees to perform the Work on the Designated Project authorized by City in writing in a good and workmanlike manner according to the specifications and plans set forth herein and in accordance with Contractor's proposal and pricing which is attached as Exhibit A.

Contractor shall be responsible and agrees to perform all work according to the specifications, plans, material standards, mobilization, setup and construction standards, procedures and quality standards set forth in the Contract Documents.

Contractor shall provide all labor and equipment to demolish and remove all accessory structures and debris at the following address: 115 Hurley Street in Moberly, Missouri. Contractor shall haul all debris to the landfill and City shall pay tipping fees. Contractor shall provide all fill materials required per site and perform final grading of the premises.

2. AMOUNTS NOT TO EXCEED: Under no circumstances shall the cumulative amount of payment from City to Contractor for the Designated Project(s) authorized pursuant to this Contract exceed the amount appropriated for that purpose for Contractor's completion of the Project in accordance with the requirements and terms and conditions set forth in this Contract. The agreed upon amount not to exceed for this contract is \$6,800.00.

Payment of the Designated Project Amount shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything

else necessary to complete the respective items in place, in full compliance with all requirements set forth in the Contract Documents. All costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work are included in the Designated Project Amount. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the Work shall be paid for outside of or in addition to the Designated Project Amount. The Work set forth in the Designated Project Amount shall be itemized according to the Contractor's Proposal and Pricing and the Contractor's Estimated Price. All Work not specifically set forth in Contractor's Proposal and Pricing as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the Designated Project Amount which shall be based on and in accord with the pricing set forth in Contractor's Proposal and Pricing.

Any amounts claimed by Contractor in excess of the amounts not to exceed shall be presented to the City by way of a Change Order which must be accepted and approved by the governing body.

3. **COMPLETION TIME:** Contractor will start work promptly and no later than one (1) calendar weeks, after receipt of a Notice to Proceed. Contractor shall complete the Work in timely fashion not to exceed thirty (30) days' time. It is expressly understood and agreed, by and between Contractor and City, that the contract time to complete the Work is a reasonable time to perform the work fully, entirely and in an acceptable manner to City, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No extensions will be granted except in case of additional work requested by City under Change Order.
4. **BONDING:** No bonding shall be required of the Contractor.
5. **CONTRACTOR'S INSURANCE:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.
 - a. Workers' Compensation & Employers Liability. Contractor shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$500,000 policy limit for each accident, \$500,000 policy limit for each disease claim, and \$500,000 for each employee with a disease claim.
 - b. Commercial General Liability. Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate.
 - c. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

- d. Business Auto Liability. Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
 - e. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
 - f. The City of Moberly, its elected officials and employees are to be Additional Insureds with respect to the Designated Projects which are authorized pursuant to this Agreement. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Contract between Contractor and City. Contractor is required to maintain coverages as stated and required to notify City of a Carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. Contractor's insurance certificate shall be attached as Exhibit F. Upon City's request, Contractor shall provide the City with an insurance certificate for the Designated Project prior to commencing work on the Designated Project.
 - g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
 - h. Failure to maintain the required insurance in force may be cause for termination of this Contract. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Contract without notice.
 - i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Contractor and/or their employees and/or their subcontractors in the performance of this Contract.
6. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Moberly, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor,

or of anyone for whose acts Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Moberly from its own negligence.

7. **PERMITS:** Cit shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all ordinances and laws of the City, County, State, and Nation as apply to the work herein outlined.
8. **PAYMENTS:** For each Designated Project, Contractor will be allowed payment in accordance with the following schedule.
 - a. Following completion of the Project (as certified by City) and not later than thirty (30) days after receipt of invoice City shall make complete payment to Contractor.
9. **EXTRA WORK AND CHANGES:** If any extra work is to be done for which there is no quantity and price included in the Contract, or any change in the plans and specifications is deemed necessary by City, Contractor may issue to City a written change order or contract amendment directing that such extra work be done or that such change be made, and this Contract shall be modified accordingly following approval by the City's governing body. Extra work shall be done in accordance with the specifications.
10. **DISCHARGE OF EMPLOYEES:** Any employee of Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job, shall, upon written notice from City, be removed by Contractor and replaced by an employee with proper qualifications.
11. **ASSIGNMENT:** Contractor shall not assign any portion of this contract or project unless approved in writing by the City
12. **SUBCONTRACTING:** No part of the Work covered by this Contract shall be sublet by Contractor without the prior written approval of City.
13. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 - a. The safety provisions of applicable laws, and building and construction codes, shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied. Contractor shall not commit or permit a public or private nuisance during this Project.
 - b. Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of the work on the Designated Project. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc. shall be erected to prevent

accidents from construction, falling objects, rotating machinery, electric lines, and other conditions which might present unusual hazard.

14. **EQUAL OPPORTUNITY:** The City of Moberly is an equal opportunity, affirmative action employer pursuant to federal, state and local law. Contractor shall comply with federal, state and local laws related to Equal Opportunity. Contractor shall not discriminate based on race, color, religion, sex, national origin, ancestry, marital status, disability, sexual orientation or gender identity, or any other protected category.
15. **DOMESTIC PURCHASING POLICY:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this Contract whenever the quality and price are comparable with other goods.
16. **AMERICANS WITH DISABILITIES ACT:** Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Contract involves Contractor providing services directly to the public, Contractor shall make the services, programs, and activities governed by this Contract accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations. If this Contract involves construction work, the Designated Project when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act. Payment of funds under this Contract are conditional upon Contractor certifying to City in writing that it and the completed Designated Project complies with the Americans with Disabilities Act and 28 CFR Part 35.
17. **MATERIAL AND WORKMANSHIP:** All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.
18. **INTERFERENCE:** All work scheduled by Contractor shall be planned with the consent of the City and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by authorized representatives of City.
19. **NO THIRD-PARTY BENEFICIARY:** No provision of this Contract is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under this Contract.
20. **TERMINATION FOR DEFAULT:** In addition to any failure of Contractor to perform any provisions herein, Contractor will be in default for the following: If Contractor fails to begin the work within the time specified, or fails to perform the work with sufficient workmen or materials to ensure its prompt completion or performs the work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the work, or from any other cause whatsoever does not carry on the work in an acceptable manner, or becomes insolvent or is adjudicated a bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of ten (10) days, the City may give notice in writing by registered mail to Contractor of such delay, neglect, or default. If within ten (10) days after such notice Contractor does not proceed to remedy

to the satisfaction the City the fault specified in said notice, City shall have full power and authority, without impairing the obligation of Contract to take over the completion of the work; to appropriate or use any or all material and equipment on the ground that is suitable and acceptable; to enter into agreements with others; or to use other such methods as in its opinion may be required for the completion of Contract in an acceptable manner. Contractor shall be liable for all costs and expenses incurred by City in completing the work.

City may, by written notice, terminate this Contract in whole or in part for failure of Contractor to perform any of the provisions thereof. In such event, Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services; provided, that if (a) it is determined for any reason that Contractor was not in default or, (b) failure to perform is beyond Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from Contractor's receipt of notice. In the event the good or services provided under the Contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, City reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.

21. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the City of Moberly in whole or in part, whenever City determines that such termination is in the best interest of the City of Moberly. Any such termination will be affected by delivery to Contractor of a letter of termination specifying the extent to which performance of work under this Contract is terminated and the date upon which such termination is effective. After receipt of a termination letter, Contractor shall:

- a. Stop work on this Contract on the date and to the extent specified in the letter.
- b. Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under this Contract not terminated.
- c. Complete on schedule such part of the work as will not be terminated by termination letter.

22. **CONSTRUCTION SAFETY PROGRAM REQUIREMENTS:**

- a. Contractor shall require all on-site employees to complete the ten-hour safety training program required pursuant to Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the Project.
- b. Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project.

- c. Pursuant to Section 292.675 RSMo., Contractor shall forfeit as a penalty to City two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a.) and (b.) have elapsed. City shall withhold and retain from the amount due Contractor under this Contract, all sums and amounts due and owing City as a result of any violation of this section.

- 23. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall also complete a Work Authorization Affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing Work on the Designated Projects.

- 24. **NO WAIVER OF IMMUNITIES:** In no event shall the language of this Contract constitute or be construed as a waiver or limitation of City's rights or defenses with regard to applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
- 25. **AMENDMENT:** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- 26. **GOVERNING LAW AND VENUE:** This Contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Randolph County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
- 27. **GENERAL LAWS:** Contractor shall perform all work to the complete satisfaction of City and in accordance with all federal, state, county, municipal, and other local laws, ordinances, and regulations applicable to said work.

28. **NOTICES:**

- a. The following persons are designated by the respective Parties to act on behalf of such Party and to receive all written notices and payment invoices:

IF TO CITY:

City of Moberly
101 West Reed Street
Moberly, MO 65205-6015
ATTN: Brian Crane

With a Copy to:

IF TO CONTRACTOR:

ATTN: **Derrick Fee, D/B/A/ Red Rock Demolition**
14724 St Hwy TT
Kidder MO 64649

- b. Any notice required by this Contract to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.
- c. Contractor's designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Contractor's behalf on any matter related to this Contract and/or the Work.
29. **ENTIRE CONTRACT:** This Contract represents the entire and integrated Contract between the Parties relative to the Designated Projects authorized pursuant to this Contract. All previous or contemporaneous contracts, representations, promises and conditions relating to Contractor's services are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year written below.

CITY OF MOBERLY, MISSOURI

By: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Randall Thompson, City Counselor

(Seal)

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

Carla Beal

From: Aaron Decker
Sent: Wednesday, August 31, 2022 1:28 PM
To: Carla Beal
Subject: FW: 115 Hurley St Bids for Abatement Cleanup

From: Aaron Decker
Sent: Tuesday, August 2, 2022 2:36 PM
To: Tom Sanders <tsanders@cityofmoberly.com>
Cc: David Moran <dmoran@cityofmoberly.com>; Mark Trusty <mtrusty@cityofmoberly.com>; Carla Beal <cbeal@cityofmoberly.com>
Subject: 115 Hurley St Bids for Abatement Cleanup

Here is a list of the bids I have received for the abatement cleanup on Hurley St. Do I need more than a simple bid with these amounts:

Abatement notice has expired and is due for cleanup once we pick a contractor.

JT Holman: \$7900
Derrick Fee (Red Rock): \$6500
Weideman Dozing: \$8500

Thank you,
Aaron

Carla Beal

From: Aaron Decker
Sent: Wednesday, August 31, 2022 1:34 PM
To: Carla Beal
Subject: FW: 115 hurley pictures

From: Derrick Fee <redrock8460@gmail.com>
Sent: Tuesday, August 2, 2022 12:31 PM
To: Aaron Decker <adecker@cityofmoberly.com>
Subject: Re: 115 hurley pictures

Bid for removal of wastes at 115 hurley....\$6500.00
Thanks,
Derrick Fee
Red Rock

On Mon, Jul 25, 2022, 10:35 AM Aaron Decker <adecker@cityofmoberly.com> wrote:

Derrick,

Attached are photos of the property I mentioned the other day. Would you please quote me a cleanup abatement on the property. There is no longer a viable housing structure on the property so this is being treated as a nuisance abatement per chapter 26 of the city code of ordinances. All structures (accessory) and all belongings to be cleared in entirety. The City of Moberly will be responsible for landfill costs as debris is hauled to Waste Management site in Bevier/Macon.

Thank you,

Aaron Decker

City of Moberly







City of Moberly

City Council Agenda Summary

Agenda Number: #18.

Department: Administration

Date: September 6, 2022

Agenda Item: A Resolution Accepting Permanent Sewer Easements From Various Owners For The Route JJ Regional Sewer Project.

Summary: The city is working on a grant project to connect three permitted sewer system facilities to the city's sewer system. This project is funded primarily through a grant with DNR. Due to the congestion in the Route JJ ROW, the city is asking residents along the project route to grant the city an easement for the new 4 inch force-main that will be required in a corridor adjacent to the Route JJ ROW. A handful of residents have already executed their easement on their property and the city will need to officially accept these easements from the property owner. This action will officially accept the easements. The addresses of the properties currently granting the easements are:

1085 HIGHWAY JJ	07-8.0-34.0-0.0-000-028.002	Gayle H. and Mary Ellen Wolf
3082 HIGHWAY JJ	07-8.0-33.0-0.0-000-031.000	Milton and Sarah May
3098 HIGHWAY JJ	07-8.0-33.0-0.0-000-031.001	Milton and Sarah May
4546 HIGHWAY JJ	07-9.0-32.0-0.0-000-008.000	John W. Case

Recommended

Action Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other _____

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

M___ S___ **Lucas** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING PERMANENT SEWER EASEMENTS FROM
VARIOUS OWNERS FOR THE ROUTE JJ REGIONAL SEWER PROJECT.**

WHEREAS, the City is acquiring sewer easements from property owners along the path of the Route JJ Regional Sewer Project; and

WHEREAS, the following persons have voluntarily provided sewer easements to the City for this purpose: Gayle H. & Mary Ellen Wolf, John W. Case and two easements with Milton & Sarah May; and

WHEREAS, attached hereto are the executed Permanent Sewer Easements from the above-named parties which City Staff recommends be accepted by the City Council.

NOW, THEREFORE, the City Council of the City of Moberly hereby accepts the attached easements from the parties identified herein and further authorizes the Mayor and City Manager to take such other and further action to accomplish the purposes of this Resolution.

RESOLVED this 6th day of September 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

-
1. Title: PERMANENT SEWER EASEMENT
 2. Date: 8-15-22
 3. Grantor: H. Gayle Wolf and Mary Ellen Wolf, Husband and Wife
 4. Grantee: City of Moberly, Missouri
 5. Mailing Address of Grantee: 101 West Reed Street, Moberly, MO 65270
 6. Legal Description:

A STRIP OF LAND LOCATED IN THE SOUTH HALF OF SECTION 34, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 444, PAGE 621 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 20.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 20.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 3,470 SQUARE FEET

PERMANENT SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, H. Gayle Wolf and Mary Ellen Wolf, husband and wife, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A STRIP OF LAND LOCATED IN THE SOUTH HALF OF SECTION 34, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 444, PAGE 621 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 20.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 20.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 3,470 SQUARE FEET

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this ____ day of _____, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

Grantors

By: _____
Brian Crane, City Manager

By: H. Gayle Wolf
H. Gayle Wolf, Grantor

ATTEST: _____
Shannon Hance, City Clerk

By: Mary Ellen Wolf
Mary Ellen Wolf, Grantor

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

On this 15 day of August, 2022, before me, the undersigned Notary Public, personally appeared H. Gayle Wolf and Mary Ellen Wolf, to me personally known, who by me being duly sworn, did say that they are man and wife, and that said instrument was signed by them upon and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Randolph County, Missouri, the day and year last above written.

Shirley Olney
Notary Public

My commission expires Jan 29, 2024

GRANTEE'S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
 COUNTY OF RANDOLPH)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

 Notary Public

My commission expires: _____

-
1. Title: PERMANENT SEWER EASEMENT
 2. Date: 9-1-22
 3. Grantor: John W. Case, Trustee of the John W. Case Legacy Trust
 4. Grantee: City of Moberly, Missouri
 5. Mailing Address of Grantee: 101 West Reed Street, Moberly, MO 65270
 6. Legal Description:

A STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 898, PAGE 617 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 16.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 16.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 7,920 SQUARE FEET.

PERMANENT SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, John W. Case, trustee of the John W. Case Legacy Trust, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 898, PAGE 617 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 16.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 16.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 7,920 SQUARE FEET.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.

3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this ____ day of _____, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

By: _____
Brian Crane, City Manager

ATTEST: _____
Shannon Hance, City Clerk

John W. Case of the John W. Case Legacy Trust,
Grantor

By: _____
John W. Case, Trustee

ATTEST: _____
Kristina Schleiermacher, Witness

GRANTOR'S ACKNOWLEDGMENT

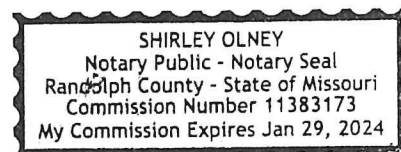
STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

On this 1 day of September, 2022, before me, the undersigned Notary Public, personally appeared John W. Case, single person, to me personally known, who by me being duly sworn, did say that he/she is the Trustee of the John W. Case Legacy LLC and that said instrument was signed by her/him upon authority given his/her by said corporation and acknowledged that she/he executed the same as his/her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Randolph County, Missouri, the day and year last above written.

Shirley Olney
Notary Public

My commission expires Jan 29, 2024



GRANTEE'S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
 COUNTY OF RANDOLPH)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

 Notary Public

My commission expires: _____

-
1. Title: PERMANENT SEWER EASEMENT
 2. Date: 9/1/22
 3. Grantor: Milton May and Sarah May, Husband and Wife
 4. Grantee: City of Moberly, Missouri
 5. Mailing Address of Grantee: 101 West Reed Street, Moberly, MO 65270
 6. Legal Description:

A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 926, PAGE 691 AND BEING PART OF THE SURVEY RECORDED IN BOOK B VOLUME 1, PAGE 38 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT AND WITH THE NORTH LINE THEREOF, SAID STRIP BEING 19.0 FEET WIDE AND MAINTAINING A UNIFORM WIDTH OF 19.0 FEET WIDE TO THE NORTHWEST CORNER OF SAID TRACT AND THE END OF THIS DESCRIBED STRIP. THIS STRIP CONTAINS APPROXIMATELY 2,289 SQUARE FEET.

PERMANENT SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Milton May and Sarah May, husband and wife, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 926, PAGE 691 AND BEING PART OF THE SURVEY RECORDED IN BOOK B VOLUME 1, PAGE 38 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT AND WITH THE NORTH LINE THEREOF, SAID STRIP BEING 19.0 FEET WIDE AND MAINTAINING A UNIFORM WIDTH OF 19.0 FEET WIDE TO THE NORTHWEST CORNER OF SAID TRACT AND THE END OF THIS DESCRIBED STRIP. THIS STRIP CONTAINS APPROXIMATELY 2,289 SQUARE FEET.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.

3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this 1 day of September, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

Grantors

By: _____
Brian Crane, City Manager

By: Milton May
Milton May, Grantor

ATTEST: _____
Shannon Hance, City Clerk

By: Sarah May
Sarah May, Grantor

GRANTOR'S ACKNOWLEDGMENT

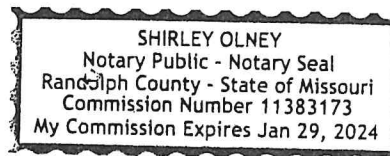
STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

On this 1 day of September, 2022, before me, the undersigned Notary Public, personally appeared Milton May and Sarah May, to me personally known, who by me being duly sworn, did say that they are man and wife, and that said instrument was signed by them upon and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Randolph County, Missouri, the day and year last above written.

Shirley Olney
Notary Public

My commission expires Jan 29, 2024



GRANTEE'S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
 COUNTY OF RANDOLPH)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

 Notary Public

My commission expires: _____

-
1. Title: PERMANENT SEWER EASEMENT
 2. Date: 9/1/22
 3. Grantor: Milton May and Sarah May, Husband and Wife
 4. Grantee: City of Moberly, Missouri
 5. Mailing Address of Grantee: 101 West Reed Street, Moberly, MO 65270
 6. Legal Description:

A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 704, PAGE 98 AND BEING PART OF THE SURVEY RECORDED IN BOOK B VOLUME 1, PAGE 38 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT AND WITH THE NORTH LINE THEREOF, SAID STRIP BEING 28.0 FEET WIDE AND GRADUALLY NARROWING IN

UNIFORM WIDTH TO 23.0 FEET WIDE AT THE NORTHWEST CORNER OF SAID TRACT AND THE END OF THIS DESCRIBED STRIP.

PERMANENT SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Milton May and Sarah May, husband and wife, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 704, PAGE 98 AND BEING PART OF THE SURVEY RECORDED IN BOOK B VOLUME 1, PAGE 38 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT AND WITH THE NORTH LINE THEREOF, SAID STRIP BEING 28.0 FEET WIDE AND GRADUALLY NARROWING IN UNIFORM WIDTH TO 23.0 FEET WIDE AT THE NORTHWEST CORNER OF SAID TRACT AND THE END OF THIS DESCRIBED STRIP.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.

3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this 1 day of September, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

Grantors

By: _____
Brian Crane, City Manager

By: Milton May
Milton May, Grantor

ATTEST: _____
Shannon Hance, City Clerk

By: Sarah May
Sarah May, Grantor

GRANTOR'S ACKNOWLEDGMENT

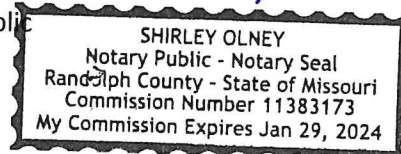
STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

On this 1 day of September, 2022, before me, the undersigned Notary Public, personally appeared Milton May and Sarah May, to me personally known, who by me being duly sworn, did say that they are man and wife, and that said instrument was signed by them upon and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Randolph County, Missouri, the day and year last above written.

Shirley Olney
Notary Public

My commission expires JAN 29, 2024



GRANTEE'S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
 COUNTY OF RANDOLPH)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

 Notary Public

My commission expires: _____

City of Moberly

City Council Agenda Summary

Agenda Number: #19.

Department: Public Works

Date: September 6, 2022

Agenda Item: A Resolution Authorizing The City Manager To Enter Into An Agreement With Willis Bros, Inc., For Emergency Road Repair On Sturgeon Street.

Summary: The hillside of Sturgeon Street between Rollins & Reed has nearly constant seepage of water apparently from the RR yards perched water table. This constant seep undermines pavement and is especially destructive with the freeze/thaw cycles. Recently we have had a series of water line failures under the street which have added to the issues and undermining. There is a repair dug up at this time. The short section is the first connector to downtown from the underpass and carries a significant amount of traffic. I have been contemplating installing underdrains for a couple of years, and with the recent and current water leak/road cut, and the paving contractor weeks from starting in Moberly, now is the perfect time to complete the drainage tiles.

They are proposed to go across the street and down both sides. This should collect all of the water coming from the East, West and North and tie it in directly with the Rollins street drainage system. Following the completion of the drainage, we will have DMC replace a portion of the West curb where past utility repairs have cut that out and left a joint that has been undermined by water leaks. Capital paving would mill and pave back the hillside portion of this section.

With the drainage in place, this should be a long term fix for this area, assuming we don't have more utility repairs.

Recommended

Action: Approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ Brubaker	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kyser	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Lucas	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other <u>Agreements</u>			
		Passed	Failed	

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WILLIS BROS, INC., FOR EMERGENCY ROAD REPAIR ON STURGEON STREET.

WHEREAS, an emergency exists requiring repair of a portion of Sturgeon Street prior to the arrival of paving crews in September; and

WHEREAS, Sec. 2-435 of the City Code provides for exceptions to bidding procedures including emergency purchases without bidding upon the City Manager's approval; and

WHEREAS, Willis Bros., Inc., was asked to provide a bid on the work required, a copy of which is attached which totals \$13,705.00; and

WHEREAS, city staff believes the bid amount to be fair and reasonable and know Willis Bros., Inc. to be a reliable contractor.

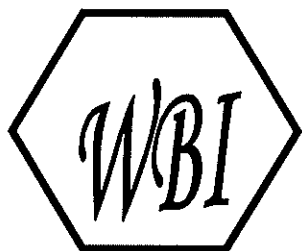
NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the Bid of Willis Bros., Inc., in the amount of Thirteen Thousand Seven Hundred and Five Dollars (\$13,705.00) for emergency work on Sturgeon Street and authorizes the City Manager to employ Willis Bros., Inc., to remedy the emergency

RESOLVED this 6th day of September, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk



WILLIS BROS., INC.
30285 KIMBALL PLACE
MACON, MISSOURI 63552
660-385-3327/FAX 660-385-7110

QUOTE

August 23, 2022

City of Moberly
Moberly Sturgeon Street
Attn: Tom Sanders

187 LF 4" Perforated Pipe	5.00 per foot	\$ 2,045.00
222 LF Concrete Sawing		\$ 1,200.00
2 Tie in to Boxes	600.00 ea	\$ 1,200.00
Digging & Haul Away		\$ 7,425.00
Rock		<u>\$ 1,835.00</u>
	Total	\$13,705.00

No final site restoration.

Please call if you have any questions.

Sincerely,

Jim Willis
660-651-1144

Accepted by: _____
Date: _____

City of Moberly

City Council Agenda Summary

Agenda Number: #20.
 Department: Fire
 Date: September 6, 2022

Agenda Item: A Resolution Authorizing The Moberly Fire Department To Accept A Grant Award With The Assistance To Firefighters Program.

Summary: A Grant Was Submitted For The Purchase Of A Set Of Commercial Grade Turnout Gear Washers And Dryers Through The Assistance To Firefighters Grant Program. These New Pieces Of Equipment Will Provide A Vital Improvement For The Care And Maintenance Of The Turnout Gear Of Our Personnel And Provide A Better Way Of Maintaining Our Fire Hose. It Will Also Be Another “Tool” For The City To Aid In The Preventative Efforts Of Reducing The Chances Of Our Firefighters Contracting Cancer. The Estimate Of The New Equipment Would Be Approximately \$46,700.00 With A 10% Match Required. Per The Awarded Grant, The Federal Share Of This Grant Will Be Approximately \$44,476.19 And The City Of Moberly’s Share Will Be \$2,223.81.

Recommended

Action: Approve the Resolution.

Fund Name: Grant Match Funds

Account Number: 100.008.5505

Available Budget \$: \$0.00

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call

Aye Nay

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

M___ S___ **Lucas** ___ ___

Passed Failed

BILL NO: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MOBERLY FIRE DEPARTMENT TO
ACCEPT A GRANT AWARD WITH THE ASSISTANCE TO FIREFIGHTERS
PROGRAM.**

WHEREAS, on December 20, 2021, this council approved the Moberly Fire Department's grant application to the Assistance to Firefighters Grants, Department of Homeland Security /FEMA for fire equipment in the amount of \$46,700.00; and

WHEREAS, on August 31, 2022, the Moberly Fire Department received an email (attached) from the Grants Management Branch (Assistance to Firefighters Grants) of the Department of Homeland Security/FEMA that the grant had been awarded and giving the city 30 days to accept or reject the grant; and

WHEREAS, the Moberly Fire Department is seeking authority to use the FEMA GO system at <https://go.fema.gov> to accept the award.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby directs the City Manager or his designee to accept the grant award from the Assistance to Firefighters Program in the manner requested, for equipment purchases and authorizes a ten% match of grant funds and to take such further action as may be necessary to obtain the grant funding.

RESOLVED this 6th day of September, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/23/2022



Donald Ryan
MOBERLY, CITY OF
101 W REED STREET
MOBERLY, MO 65270

EMW-2021-FG-06859

Dear Donald Ryan,

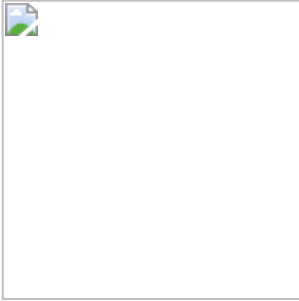
Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$44,476.19 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$2,223.81 for a total approved budget of \$46,700.00. Please see the FY 2021 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,



PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2021 Assistance to Firefighters Grant

Recipient: MOBERLY, CITY OF

UEI-EFT: ZFDYKNHMPTK9

DUNS number: 080020845

Award number: EMW-2021-FG-06859

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2021 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$46,700.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$44,476.19
Non-federal	\$2,223.81
Total	\$46,700.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2021 AFG NOFO.

Approved request details:

Equipment

PPE Washer/Extractor/Dryer

DESCRIPTION

Our department is pursuing purchase of two sets of commercial grade washers and dryers with accessories. This is to include two 30 lb. washers and two cabinet style gear and hose dryers: with additional coat, boot, and glove hangers. This request is to provide our personnel with a safer working environment and provide an added layer of protections against the fire services' increased risk of contracting cancer.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	2	\$23,350.00	\$46,700.00	Equipment

Agreement Articles

Program: Fiscal Year 2021 Assistance to Firefighters Grant

Recipient: MOBERLY, CITY OF

UEI-EFT: ZFDYKNHMPTK9

DUNS number: 080020845

Award number: EMW-2021-FG-06859

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4**Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801- 3812, which details the administrative remedies for false claims and statements made.)
Article 17	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
Article 19	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 20	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

Article 21	<p>John S. McCain National Defense Authorization Act of Fiscal Year 2019</p> <p>Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons</p>
Article 22	<p>Limited English Proficiency (Civil Rights Act of 1964, Title VI)</p> <p>Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.</p>
Article 23	<p>Lobbying Prohibitions</p> <p>Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.</p>
Article 24	<p>National Environmental Policy Act</p> <p>Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans</p>

Article 25	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 26	Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 27	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 28	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 29	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 30	<p>Rehabilitation Act of 1973</p> <p>Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.</p>
Article 31	<p>Reporting of Matters Related to Recipient Integrity and Performance</p> <p>General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.</p>
Article 32	<p>Reporting Subawards and Executive Compensation</p> <p>Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.</p>
Article 33	<p>Required Use of American Iron, Steel, Manufactured Products, and Construction Materials</p> <p>Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable</p>

law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at 'Buy America' Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO. To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Article 34

SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 35	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 36	Trafficking Victims Protection Act of 2000 (TVPA) Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 37	Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 38	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 39	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 40	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 41 Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 42 Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 43 Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article 44	<p>Disposition of Equipment Acquired Under the Federal Award</p> <p>For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.</p>
Article 45	<p>Prior Approval for Modification of Approved Budget</p> <p>Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.</p>
Article 46	<p>Indirect Cost Rate</p> <p>2 C.F.R. section 200.210(a)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.</p>
Article 47	<p>Award Performance Goals</p> <p>FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.</p>

Article 48**EHP Compliance Review Required**

Under the Modification to a Facility, Equipment, or a component in the Wellness and Fitness Activity, this award includes work, such as ground disturbance, that triggers an EHP compliance review. The recipient is prohibited from committing, obligating, expending, or drawing down FY21 Assistance to Firefighters Grant funds in support of the Modification to Facility, Equipment or a component in the Wellness and Fitness Activity that requires the EHP compliance review, with a limited exception for any approved costs associated with the preparation, conducting, and completion of required EHP reviews. See the FY21 Assistance to Firefighters Grant NOFO for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404. The recipient is required to obtain the required DHS/FEMA EHP compliance approval for this project pursuant to the FY21 Assistance to Firefighters Grant NOFO prior to commencing work for this project. DHS/FEMA will notify you when the EHP compliance review is complete, and work may begin. If the recipient requests a payment for one of the activities requiring EHP compliance review, FEMA may not make a payment for that work while the EHP compliance review is still pending. If FEMA discovers that work has been commenced under one of those activities prematurely, FEMA may disallow costs incurred prior to completion of the EHP compliance review and the receipt of DHS/FEMA approval to begin the work. Please contact your DHS/FEMA AFG Help Desk at 1-866-274-0960 or FireGrants@fema.dhs.gov to receive specific guidance regarding EHP compliance. If you have questions about this term and condition or believe it was placed in error, please contact the relevant Preparedness Officer.

Obligating document

1. Agreement No. EMW-2021-FG-06859	2. Amendment No. N/A	3. Recipient No. 436002348	4. Type of Action AWARD	5. Control No. WX00671N2022T		
6. Recipient Name and Address MOBERLY, CITY OF 101 W REED ST MOBERLY, MO 65270		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Donald Ryan		9a. Phone No. 6602698705	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 08/23/2022	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 08/30/2022 to 08/29/2024 Budget Period 08/30/2022 to 08/29/2024		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2022-F1-GB01 - P410-xxxx-4101-D	\$0.00	\$44,476.19	\$44,476.19	\$2,223.81
Totals			\$0.00	\$44,476.19	\$44,476.19	\$2,223.81
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	08/23/2022

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#21.

Department: City Clerk

Date: September 6, 2022

Agenda Item: A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Summary: Through the course of regular City operations, debts to various vendors and agencies are incurred. The majority are charged to the City through invoices, other debts are incurred through contractual arrangements for services, financing of purchases, and long-term debt. This resolution approves payment of two types of items; (1) those with due dates within the next two weeks, and (2) for payments that have been made for items with due dates that occurred since the previous appropriation.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget : N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

M___ S___ **Lucas** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$968,990.39.

WHEREAS, the funds are to be disbursed as follows;

SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 6, 2022 in the amount of \$208,648.78.

SECTION 2: There is hereby appropriated out of the **Non-Resident Lodging Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 6, 2022 in the amount of \$7,100.00.

SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 6, 2022 in the amount of \$46,031.41.

SECTION 4: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 6, 2022 in the amount of \$67,366.72.

SECTION 5: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 6, 2022 in the amount of \$16,449.75.

SECTION 6: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 6, 2022 in the amount of \$78,123.14.

SECTION 7: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 6, 2022 in the amount of \$76,063.38.

SECTION 8: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 6, 2022 in the amount of \$244,590.03.

SECTION 9: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 6, 2022 in the amount of \$1,250.00.

SECTION 10: There is hereby appropriated out of the **Utilities Consumers Security Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 6, 2022 in the amount of \$111.74.

SECTION 11: There is hereby appropriated out of the **Route JJ Sewer Extension Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 6, 2022 in the amount of \$7,333.75.

SECTION 12: There is hereby appropriated out of the **2021 EDA Grant Projects Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 6, 2022 in the amount of \$8,882.05.

SECTION 13: There is hereby appropriated out of the **2004B SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 6, 2022 in the amount of \$38,403.29.

SECTION 14: There is hereby appropriated out of the **2006A SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 6, 2022 in the amount of \$27,980.22.

SECTION 15: There is hereby appropriated out of the **2004C Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 6, 2022 in the amount of \$26,458.37.

SECTION 16: There is hereby appropriated out of the **2008A Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 6, 2022 in the amount of \$38,579.22.

SECTION 17: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 6, 2022 in the amount of \$5,856.69.

SECTION 18: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 6, 2022 in the amount of \$2,359.10.

SECTION 19: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 6, 2022 in the amount of \$22,655.99.

SECTION 20: There is hereby appropriated out of the **Downtown CID Property Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due September 6, 2022 in the amount of \$44,746.76.

NOW, THEREFORE, the Moberly City Council authorizes these expenditures.

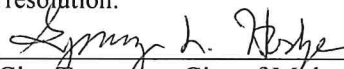
RESOLVED this 6th day of September 2022 by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer

Shannon Hance, MRCC, City Clerk

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated in the several funds covered by this resolution to meet the requirements of this resolution.

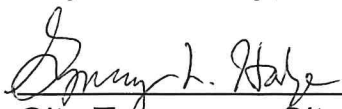


City Treasurer, City of Moberly, Missouri

**EXPENSES PAID AUGUST 12, 2022 - SEPTEMBER 1, 2022 FOR THE
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE
SEPTEMBER 6, 2022 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$ 208,648.78
Non-Resident Lodging Tax Fund	\$ 7,100.00
Payroll Fund	\$ 46,031.41
Solid Waste Fund	\$ 67,366.72
Heritage Hills Golf Course Fund	\$ 16,449.75
Parks and Recreation Fund	\$ 78,123.14
Airport Fund	\$ 76,063.38
Utilities OP & Maintenance Fund	\$ 244,590.03
Capital Improvement Trust Fund	\$ 1,250.00
Utilities Consumers Security Fund	\$ 111.74
Route JJ Sewer Extension Fund	\$ 7,333.75
2021 EDA Grant Project Fund	\$ 8,882.05
2004B SRF Bonds Debt Service Fund	\$ 38,403.29
2006A SRF Bonds Debt Service Fund	\$ 27,980.22
2004C Bonds Debt Service Fund	\$ 26,458.37
2008A Bonds Debt Service Fund	\$ 38,579.22
Emergency Telephone Fund	\$ 5,856.69
Transportation Trust Fund	\$ 2,359.10
Street Improvement Fund	\$ 22,655.99
Downtown CID Property Tax Fund	\$ 44,746.76
Total	\$ 968,990.39

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated to cover the above funds.



City Treasurer, City of Moberly, Missouri

9/1/2022

Date

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
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24 DISBURSEMENTS

* 90932 Thru 90944

90945	8/22/2022	2903	ABAN PEST CONTROL INC	215.00
90946	8/22/2022	6120	AMAZON CAPITAL SERVICES	176.82
90947	8/22/2022	790	ARISTA INFORMATION SYSTEMS INC	3,152.00
90948	8/22/2022	17	AT&T 5001	4,058.97
90949	8/22/2022	15	AUSTIN COFFEE SERVICE	540.25
90950	8/22/2022	34	BOB'S TIRE, LLC	60.00
90951	8/22/2022	6853	BOUND TREE MEDICAL LLC	63.38
90952	8/22/2022	273	BSN SPORTS LLC	407.62
90953	8/22/2022	4551	CRAFCO INC	325.54
90954	8/22/2022	2908	CUNNINGHAM VOGEL & ROST PC	6,014.50
90955	8/22/2022	4704	DAVID ALLEN CONSTRUCTION	28,039.14
90956	8/22/2022	698	FBI NAA E MO CHAPTER	175.00
90957	8/22/2022	704	GALLS LLC	124.73
90958	8/22/2022	758	HEIMAN FIRE EQUIPMENT INC	188.57
90959	8/22/2022	5591	INOVATIA LABORATORIES LLC	715.50
90960	8/22/2022	4347	JOHN DEERE FINANCIAL	.00
90961	8/22/2022	4347	JOHN DEERE FINANCIAL	.00
90962	8/22/2022	4347	JOHN DEERE FINANCIAL	1,906.29
90963	8/22/2022	2964	LEES LAWN CARE & EQUIPMENT LLC	577.44
90964	8/22/2022	1381	LEON UNIFORM COMPANY	239.00
90965	8/22/2022	1648	MCM SYSTEMS	18,738.55
90966	8/22/2022	1694	MFA INCORPORATED	42.00
90967	8/22/2022	1688	MFA OIL COMPANY	5,718.23
90968	8/22/2022	432	MISSOURI DEPT OF REVENUE 3390	86.74
90969	8/22/2022	1935	MOBERLY MONITOR INDEX	110.00
90970	8/22/2022	2299	O'REILLY AUTOMOTIVE STORES INC	110.38
90971	8/22/2022	4924	R P LUMBER COMPANY INC	82.15
90972	8/22/2022	2052	SAFETY FIRE PRODUCTS LLC	65.00
90973	8/22/2022	617	SCHULTE SUPPLY INC	2,743.66
90974	8/22/2022	6960	SOSNIECKI DALE	10,000.00
90975	8/22/2022	6961	STANTEC CONSULTING SERVICES	27,474.95
90976	8/22/2022	6228	TAYLOR ANGELA	10,000.00
90977	8/22/2022	4812	2RY ENTERPRISE LLC	3,455.00
90978	8/22/2022	642	TOWN & COUNTRY ABSTRACT CO	100.00
90979	8/23/2022	2880	RANDOLPH COUNTY COLLECTOR	56.00

VOID:

VOID:

* 90980 Thru 90987

90988	8/26/2022	2839	FUSION TECHNOLOGY LLC	37,500.00
90989	9/01/2022	6726	4 HIM CONSTRUCTION LLC	87,842.17
90990	9/01/2022	4664	A STROKE OF MAGIC	250.00
90991	9/01/2022	4693	ADVANCED TURF SOLUTIONS	3,045.50
90992	9/01/2022	351	AGEE CARL W	4,265.67
90993	9/01/2022	2813	AHRENS STEEL & WELDING INC	681.32
90994	9/01/2022	6120	AMAZON CAPITAL SERVICES	.00
90995	9/01/2022	6120	AMAZON CAPITAL SERVICES	1,168.02
90996	9/01/2022	6120	AMAZON CAPITAL SERVICES	69.29
90997	9/01/2022	3	AFLAC GROUP INSURANCE	1,196.46
90998	9/01/2022	6962	ANDERSON DIRT & TURF	1,520.00
90999	9/01/2022	3112	ARAMARK UNIFORM SERVICES	903.06
91000	9/01/2022	30	WOOGEDY LLC	1,927.88
91001	9/01/2022	17	AT&T 5001	11.13

VOID:

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							
91002	9/01/2022	17	AT&T 5001	1,695.06				
91003	9/01/2022	3808	ATCO INTERNATIONAL	745.00				
91004	9/01/2022	15	AUSTIN COFFEE SERVICE	224.02				
91005	9/01/2022	6963	BALES KATELYN	200.00				
91006	9/01/2022	6965	BARNEY AMANDA	25.00				
91007	9/01/2022	3625	BARR ENGINEERING COMPANY	3,791.00				
91008	9/01/2022	4729	BARTLETT & WEST	6,225.80				
91009	9/01/2022	3464	BLACK ANGIE	200.00				
91010	9/01/2022	34	BOB'S TIRE, LLC	772.00				
91011	9/01/2022	6989	BOTKINS CONSTRUCTION LLC	1,180.00				
91012	9/01/2022	2885	BOTKINS TRUCKING LLC	871.25				
91013	9/01/2022	5327	BRIGGS DARLENE	25.00				
91014	9/01/2022	6966	BROWN RONALD	25.00				
91015	9/01/2022	6968	BURRIES MARTHA	200.00				
91016	9/01/2022	424	BUTLER SUPPLY INC	44.66				
91017	9/01/2022	4780	CAPITAL MATERIALS LLC	759.93				
91018	9/01/2022	6454	CAPITAL ONE	.00			VOID:	
91019	9/01/2022	6454	CAPITAL ONE	1,062.46				
91020	9/01/2022	104	CARTER-WATERS	722.60				
91021	9/01/2022	591	CASON BUILDING MAINTENANCE INC	2,463.70				
91022	9/01/2022	4145	CEDARCHEM LLC	13,932.14				
91023	9/01/2022	6714	CENTRAL TURF & IRRIGATION	24,825.00				
91024	9/01/2022	6602	CFS INSPECTIONS	825.00				
91025	9/01/2022	6969	CHRISTIAN FELLOWSHIP CHURCH	100.00				
91026	9/01/2022	653	COE EQUIPMENT	16,000.00				
91027	9/01/2022	1110	CONTROLLED AIRE LLC	100.00				
91028	9/01/2022	2645	CORE & MAIN LP	2,874.55				
91029	9/01/2022	4131	CORN OLIVIA	550.00				
91030	9/01/2022	6959	COX DELORES ANN	563.75				
91031	9/01/2022	4551	CRAFCO INC	420.20				
91032	9/01/2022	356	CROSSROADS BAPTIST ASSN	100.00				
91033	9/01/2022	678	CROWN POWER & EQUIPMENT	1,761.73				
91034	9/01/2022	5797	DA-COM	242.19				
91035	9/01/2022	6970	DAWSON SETH ALLEN	835.00				
91036	9/01/2022	2928	DELL MARKETING LP	286.23				
91037	9/01/2022	194	DMC CONCRETE CONSTRUCTION	12,736.00				
91038	9/01/2022	3139	EVOQUA WATER TECHNOLOGIES LLC	9,890.16				
91039	9/01/2022	2818	FARM POWER LAWN & LEISURE INC	18,522.22				
91040	9/01/2022	3103	FASTENAL COMPANY	864.62				
91041	9/01/2022	1308	FEHLING SMALL ENGINE LLC	564.49				
91042	9/01/2022	1647	FLORES KRISTINA	200.00				
91043	9/01/2022	5404	FRY ETHAN	6.00				
91044	9/01/2022	6992	FULKS SCOTT	24.93				
91045	9/01/2022	704	GALLS LLC	446.96				
91046	9/01/2022	3011	GLENN'S GARAGE DOORS LLC	112.00				
91047	9/01/2022	6051	GOOSEY JESSICA	100.00				
91048	9/01/2022	6878	GREEN RUTH E	237.50				
91049	9/01/2022	3474	HALEY DAVID K	25.00				
91050	9/01/2022	6971	HASTINGS DEBRA	200.00				
91051	9/01/2022	1338	HAWKINS INC	6,408.14				
91052	9/01/2022	6877	HICKS RICHARD L	937.50				
91053	9/01/2022	6958	HONEY MICHAEL R	1,787.50				
91054	9/01/2022	6973	HUNT CHRISTOPHER W	1,012.50				

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							
91055	9/01/2022	5993	HUTCHINSON COMMUNITY COLL	5,658.00				
91056	9/01/2022	3787	IMMANUEL BAPTIST CHURCH	200.00				
91057	9/01/2022	766	INLAND TRUCK PARTS	424.11				
91058	9/01/2022	5591	INOVATIA LABORATORIES LLC	2,020.00				
91059	9/01/2022	2812	JACOBS ENGINEERING GROUP INC	15,617.24				
91060	9/01/2022	6974	JENNINGS MARYKAY	25.00				
91061	9/01/2022	380	KNAPHEIDE TRUCK EQUIPMENT CENT	9,422.10				
91062	9/01/2022	4776	KNOT AS IT SEEMS FLOWERS AND	80.00				
91063	9/01/2022	579	LAND/CHARITON COUNTY CONCRETE	2,059.07				
91064	9/01/2022	1381	LEON UNIFORM COMPANY	.00			VOID:	
91065	9/01/2022	1381	LEON UNIFORM COMPANY	1,971.66				
91066	9/01/2022	6802	LOPEZ MARY	250.00				
91067	9/01/2022	1565	MACON ELECTRIC COOP	40.88				
91068	9/01/2022	5614	MACQUEEN EMERGENCY GROUP	267.78				
91069	9/01/2022	801	BENN RYAN D	185.00				
91070	9/01/2022	679	MARTECK	30.00				
91071	9/01/2022	5862	MCGEE SHAWN	100.00				
91072	9/01/2022	1756	MIRMA	170.00				
91073	9/01/2022	2889	MISSOURI DEPART OF CORRECT	592.50				
91074	9/01/2022	72	MISSOURI PARK AND RECREATION A	308.00				
91075	9/01/2022	1770	MO VOCATIONAL ENTERPRISES	132.60				
91076	9/01/2022	2740	MOBERLY AREA CHAMBER OF COMMER	7,100.00				
91077	9/01/2022	1935	MOBERLY MONITOR INDEX	45.00				
91078	9/01/2022	390	MOBERLY PUBLIC SCHOOLS	200.00				
91079	9/01/2022	2907	MOBERLY READY MIX	7,183.82				
91080	9/01/2022	5064	MOORE ASHLEY	25.00				
91081	9/01/2022	6976	MORA MEGAN	200.00				
91082	9/01/2022	4906	MUTTER FARMS LLC	.00			VOID:	
91083	9/01/2022	4906	MUTTER FARMS LLC	6,587.46				
91084	9/01/2022	2152	NEMO ELECTRIC CO INC	797.50				
91085	9/01/2022	366	PALMATORY'S	6,525.68				
91086	9/01/2022	6978	PEARSON PATSY	25.00				
91087	9/01/2022	2822	PEPSI-COLA	1,124.64				
91088	9/01/2022	5727	PEST PRO SOLUTIONS INC	100.00				
91089	9/01/2022	2596	PLUMB SUPPLY COMPANY-MOB	158.75				
91090	9/01/2022	6980	PRANGE NORMA	190.00				
91091	9/01/2022	6551	PRO PUMPING & HYDROJETTING LLC	4,241.00				
91092	9/01/2022	6990	R G MONGLER INVESTMENTS LLC	20,000.00				
91093	9/01/2022	1635	RANDOLPH COUNTY CARING COMMUNI	200.00				
91094	9/01/2022	5914	RANDOLPH COUNTY DEVELOPM	140.00				
91095	9/01/2022	2977	RICKETTS FARM SERVICE INC	306.33				
91096	9/01/2022	4874	RIPPEL MARDELL	25.00				
91097	9/01/2022	6681	ROSENBAUER SOUTH DAKOTA LLC	1,000.00				
91098	9/01/2022	2052	SAFETY FIRE PRODUCTS LLC	38.00				
91099	9/01/2022	6981	SCHMITT JASON & MEGAN	1,750.00				
91100	9/01/2022	617	SCHULTE SUPPLY INC	22,439.32				
91101	9/01/2022	787	SELF CHARLES E	900.00				
91102	9/01/2022	6680	SENTINEL EMERGENCY SOLUTIONS	4,584.78				
91103	9/01/2022	2684	SHERWOOD'S SIGNS LLC	285.00				
91104	9/01/2022	6577	ST FIREWORKS	916.33				
91105	9/01/2022	5700	STAPLES	.00			VOID:	
91106	9/01/2022	5700	STAPLES	2,250.21				
91107	9/01/2022	6321	SURVEYING & MAPPING LLC	120.00				

ACCOUNTS PAYABLE CHECK REGISTER

#21.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							
91108	9/01/2022	6575	SWARTZ SARAH	25.00				
91109	9/01/2022	2640	THOMAS HILL PUBLIC WATER SUPPL	125.24				
91110	9/01/2022	4812	2RY ENTERPRISE LLC	100.00				
91111	9/01/2022	4105	TINDLE JONATHAN & MICHELLE	2,266.00				
91112	9/01/2022	6984	TODD ROBERT	25.00				
91113	9/01/2022	6270	TREKK DESIGN GROUP	402.05				
91114	9/01/2022	6374	UNIFIRST CORPORATION	138.16				
91115	9/01/2022	1562	UNITED FIRST AID & SAFETY,LLC	236.44				
91116	9/01/2022	2643	UNITED WAY	990.43				
91117	9/01/2022	2223	US CELLULAR	449.12				
91118	9/01/2022	2644	USA BLUE BOOK	.00			VOID:	
91119	9/01/2022	2644	USA BLUE BOOK	4,305.92				
91120	9/01/2022	2646	VALIC	760.00				
91121	9/01/2022	6151	VORHEES STEPHANIE	111.74				
91122	9/01/2022	4691	WATKINS TYLENE	25.00				
91123	9/01/2022	6986	WESTRAN PTO	100.00				
91124	9/01/2022	6988	WILLIAMS WAYNE	852.50				
91125	9/01/2022	5925	WILLIS MARK	10,780.25				
91126	9/01/2022	2772	WIRELESS USA	89.50				
*20211126								
20211127	8/15/2022	1800	MO LAGERS	43,084.52		E-PAY		
20211128	8/15/2022	6343	WASTE MANAGEMENT SOLUTIONS	163.02		E-PAY		
20211129	8/15/2022	6343	WASTE MANAGEMENT SOLUTIONS	68,835.80		E-PAY		
20211130	8/15/2022	6692	WEX BANK	17,071.08		E-PAY		
20211131	8/19/2022	13	ARROW ENERGY INC	19,876.41		E-PAY		
20211132	8/19/2022	13	ARROW ENERGY INC	22,434.55		E-PAY		
20211133	8/19/2022	6730	ENTERPRISE FM TRUST	4,366.79		E-PAY		
20211134	8/19/2022	6343	WASTE MANAGEMENT SOLUTIONS	24,100.35		E-PAY		
20211135	8/19/2022	5783	BANKCARD SERVICES	31,146.59		E-PAY		
20211136	8/24/2022	2708	UMB BANK	131,421.10		E-PAY		
20211137	8/26/2022	6	AMEREN MISSOURI	50,828.37		E-PAY		

* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:
 OUTSTANDING 968,990.39
 CLEARED .00

 BANK 24 TOTAL 968,990.39
 VOIDED .00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	208,648.78	208,648.78	.00	.00
102 NON-RESIDENT LODGING TAX	7,100.00	7,100.00	.00	.00
105 PAYROLL FUND	46,031.41	46,031.41	.00	.00
110 SOLID WASTE FUND	67,366.72	67,366.72	.00	.00
114 HERITAGE HILLS GOLF CRSE	16,449.75	16,449.75	.00	.00
115 PARKS & RECREATION FUND	78,123.14	78,123.14	.00	.00
120 AIRPORT FUND	76,063.38	76,063.38	.00	.00
301 UTILITIES OP & MAINT	244,590.03	244,590.03	.00	.00
304 CAPITAL IMPROVEMENT TRUST	1,250.00	1,250.00	.00	.00
306 UTILITIES CONSUMERS SECUR	111.74	111.74	.00	.00

ACCOUNTS PAYABLE CHECK REGISTER

#21.

BANK#	BANK NAME							
CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
314		ROUTE JJ	SEWER EXTENSION	7,333.75	7,333.75			.00 .00
350		2021 EDA	GRANT PROJECTS	8,882.05	8,882.05			.00 .00
377		2004B SRF	BONDS DEBT SERV	38,403.29	38,403.29			.00 .00
378		2006A SRF	BONDS DEBT SERV	27,980.22	27,980.22			.00 .00
379		2004C BONDS	DEBT SERVICE	26,458.37	26,458.37			.00 .00
380		2008A BONDS	DEBT SERVICE	38,579.22	38,579.22			.00 .00
400		EMERGENCY	TELEPHONE FUND	5,856.69	5,856.69			.00 .00
600		TRANSPORTATION	TRUST FUND	2,359.10	2,359.10			.00 .00
601		STREET IMPROVEMENT	FUND	22,655.99	22,655.99			.00 .00
912		DOWNTOWN CID	PROP TAX	44,746.76	44,746.76			.00 .00

ACCOUNTS PAYABLE CHECK REGISTER

*** CHECK SUMMARY ***

#21.

BANK# BANK NAME
CHECK#

DESCRIPTION

24 DISBURSEMENTS

90932 Thru 90944 Utility Billing Checks
90945 Thru 90979 Accounts Payable Checks
90980 Thru 90987 Utility Billing Checks
90988 Thru 91126 Accounts Payable Checks

20211127 Thru 20211137 Accounts Payable E-Pay

City of Moberly

City Council Agenda Summary

Agenda Number: #22.

Department: City Clerk

Date: September 6, 2022

Agenda Item: Appointment to the Moberly, Missouri Public Building Corporation.

Summary: Don Burton's three-year term (2019-2022) expires October 1, 2022. He has indicated that he would like to continue to serve in this capacity for the term of 2022-2025. (See attached). This went to the 8/15/2022, work session for discussion.

Recommended Action: Reappoint Don Burton for a three-year term (2022-2025) to the Moberly, Missouri Public Building Corporation.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Role Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

M___ S___ **Lucas** _____

Passed Failed

My term for the Moberly, Missouri, Public Building Corporation expires this year (2019-2022). I wish to be considered for reappointment to the Moberly, Missouri, Public Building Corporation Board for the term of 2022-2025.

Sincerely,


Don Burton


Date

City of Moberly

City Council Agenda Summary

Agenda Number: #23.
 Department: City Clerk
 Date: September 6, 2022

Agenda Item: Consideration For Approval Of An Addition To A New Liquor Application.

- Summary:**
- **Westside Bar & Grill**, 618 Concannon, Moberly, MO 65270, submitted by Farris Haque. Mr. Haque's original application was approved on July 18, 2022; however, this application is to add Sunday Sales to their existing approved application.

Recommended

Action: Please approve this application.

ATTACHMENTS:		Role Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Brubaker	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Kyser	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Lucas	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other <u>Liquor License Apps</u>		Passed	Failed

City of Moberly

City Council Agenda Summary

Agenda Number: #24.

Department: City Manager

Date: September 6, 2022

Agenda Item: Proposal from the Tourism Advisory Commission

Summary: At the August 9, 2022 Moberly Tourism Commission meeting following proposal was reviewed and recommended for approval by the Commission.

A proposal from Safe Passage. They are requesting \$1,000 for the radio, flyers, poster, and banner for the Taste of Missouri Wine Stroll event. This event draws individuals from around the state. The board made a motion to approve this request for \$1,000. Points received was 35 out of 35. Ms. Pedigo has worked with Michelle Greenwell, Tourism Specialist to help promote this event.

Recommended

Action: Approve this proposal.

Fund Name: Non-Resident Lodging Tax Fund

Account Number: 102.000.5502

Available Budget \$: 3,000.00

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input checked="" type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call

Aye Nay

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

M___ S___ **Lucas** ___ ___

Passed Failed

City of

*Moberly!*Name of Organization: Safe Passage Date: 05/10/2022Contact Person: Kelly PedigoAddress: PO Box 456 Moberly, Mo 65270 Telephone: 660269899Date of Event: 08/13/22 Name of Event: Taste of Missc**How Event Promotes Tourism in Moberly**

What are the specific, measurable Tourism benefits your event or capital project produces?

1) Brings people from other areas to Moberly. 2) Event guests eat, shop, get gas, and some spend the night at local hotels, Air-bnb's, and/or camping sites. 3) Funds from the event sustain Safe Passage.

How does your event promote tourism, conventions, and other events within the city?

The event brings approximately 900 people into downtown, where tourists and local residents can see the eating, shopping, and venues that are available. 2) Businesses and non-profits can use the event as an opportunity to advertise other activities.

see attached for zip codes of 2021 guests & participants.

How does your event attract non-residents?

This event is advertised in our nine- county service area via radio, in-person flyer/poster distribution, social media, and through participating vendors social media and web site calendars. (Wineries/distilleries/breweries)

If your application were accepted, how would the tourism funds granted be used? (If marketing, fill out itemized marketing budget)

Marketing

Financial Statement (See Attached)**Statement of Assurances**

Any funds received under this grant will be used for the purposes described in this application. The figures, facts, and representations in this application are true and correct to the best of my knowledge.

Name (Please Print): Kelly PedigoSignature: *Kelly Pedigo*Date: 05/10/2022 Title or Office Held: Co-Director

Detailed Budget

Event: Taste of Missouri

Date of Event: 08/13/2022 Date of Application: 05/10/2022

Sponsor: Safe Passage (see attached full budget)

Actual Last Year 20

OR
First Annual Budget

Estimated Present Year 20

Income (Estimated)

Rental Booths
Entry Fees/ Gate Receipts
Donations/ Sponsorships
T-Shirts and Souvenirs
Food and Drinks, Etc.
Mobility Tourism Grant
Other: (Explain)

[illegible]

Expenses (Itemized)

Advertising *
T-Shirts and Souvenirs Food,
Drinks, Etc.
Labor Costs
Entertainment
Supplies
Postage
Rentals
Insurance
Payout, awards, prizes, contest
winnings
Other (Explain)

Total Expenditures

Estimate Value of In-Kind Services (Explain)

*If marketing grant application, fill out itemized marketing budget sheet.

***Omitting required information will disqualify your application**

Itemized Budget of Marketing Grant Funds

(Grant column should match grant dollars in detailed budget) (Total cost should match Advertising dollars in detailed budget)

Item	Description	Total Cost	Grant
Radio	100 ads with Alpha Media	700	200
Printed Materials	flyers/posters/banners	2500	800
Programs	Event Program	1000	0
Social media	Facebook boosts	300	0
	TOTAL	4500	1000

2021 Taste of Missouri Stroll Report

2021 actual

2022 estimated

Income

Cash Sponsors/ donations	\$	7,600.00	8,000.00
Vendor Spaces	\$	1,065.00	900
Silent Auction	\$	3,327.00	3400
Wine Pull Game	\$	1,000.00	1000
Beer/Tshirt Sale	\$	450.00	200
4th St Theatre Casino Raffle/ spirit pu	\$	1,220.00	500
City Grant	\$	800.00	1000
Ring Toss Game	\$	1,060.00	900
Sloth Donation Buckets/tips	\$	145.00	75
Fire Pit Raffle	\$	650.00	600
Stroll Ticket Sales	\$	12,000.00	10000
Meal Ticket Sales	\$	3,120.00	2000
Non sampling card	\$	70.00	65
Total income	\$	32,507.00	28,640.00

Expenses

Toilet Rental	free	free
Tent/Chair Rental	\$	804.00 850
Catering (Papa Rocks)	\$	2,680.00 2000
Basket Wine	donated	175
VIP wine	\$	80.00 190
Spirit for game at 4th Street	donated	200
Snacks, ice, raffle tickets, soda	\$	150.00 150
Beer to Sell	\$	175.00 340
Catering Permits/ FFP permit	\$	200.00 250
Postage	\$	30.00 50
Musicians	\$	- 700
Event insurance	\$	- 0
Printing, Tickets, Signage, Marketing	\$	1,600.00 2500
Social media boosts		300
Wine/Beer Glasses (sponsored)		3000
Staff/Volunteer Shirts (na)		500
Radio advertsing	\$	700.00 700
Stroll Programs	\$	1,000.00 1200
Wine Bags (sponsored)		1500
wrist bands	\$	- 56
Silent auction materials/mascots (sponsored)		200
TOTAL EXPENSES	\$	7,419.00 \$ 14,861.00

Zip Codes of 2021 Taste of Missouri event guests.

(Data comes from online ticket sales, personal contacts, and vendor addresses.)

Macon- 63552

Huntsville-65259

Keytesville- 65261

Salisbury-65281

Bevier- 63532

Columbia- 65102, 65202, 65203

Hallsville- 65255

Kirksville- 63501

Jefferson City- 65101, 65043

Mexico-65265

Hannibal- 63401

Paris 65257

Madison 65263

Independence- 64052, 65050

Kansas City – 64112

Higbee- 65257

Herman- 65041

Fayette- 65239

Cairo- 65239

St Charles- 63302

Waverly- 64096

Out of State- Iowa, Colorado, Hawaii, Kansas

**Minutes of Meeting
Tourism Advisory Committee
August 9, 2022
9:00 AM**

The Tourism Advisory Commission for the City of Moberly met in a special session on Tuesday, August 9, 2022 at 9:00 a.m. in the Conference Room at City Hall. The meeting was called to order by Chairman, Tom Sanders.

Members Present: **Janie Riley**
 Candace Rodman
 Ryan Blackwell
 Gina Fowler

City Staff Attending: **Shirley Olney, Executive Assistant**
 Tom Sanders, Dir. Of Community Development
 Brian Crane, City Manager

Members Absent: **John Minnis**
 John Kimmons-City Council liaison

Visitors: **Michelle Greenwell- Moberly Tourism Specialist**
 Megan Schmitt- Director of Chamber
 Kelly Pedigo-Safe Passage

Mr. Sanders began by welcoming everyone to the meeting.

Chairman Sanders opened the meeting at 9:00 AM. Two members were absent from the meeting.

The minutes from the July 12, 2022, meeting was reviewed. Mr. Sanders asked if there were any corrections. Candace Rodman made a motion to approve these minutes as presented. Ryan Blackwell seconded the motion. Motion carried.

The first proposal was from Safe Passage- Taste of Missouri Wine Stroll event is requesting \$1,000 for radio ads and banners/flyers/posters. Ms. Pedigo presented to the board an expenses report and the zip code tracking from the previous year. Ms. Pedigo states that they have 5 new alcohol vendors this year. This event promotes a day trip for individuals to fuel vehicles and purchasing items in the downtown area. After several minutes of discussions, Gina Fowler made a motion that \$1,000 request be approved. Total points received was 35 of a possible 35 points. Candace Rodman seconded the motion. The board would like to approve this event for the full amount. Motion carried

The second proposal was from City of Moberly- Video Scoreboard Sponsorship is requesting \$1,000 for participation in the silver sponsorship level with Downtown CID for \$1,000 and Parks & Recreation for \$500 to share the total cost of \$2,500 Mr. Crane stated this project good target younger demographic to bring people or make people look at Moberly different. The envision would have ads of business in the downtown district and within Randolph County. The board questioned of how the ads would look, who would get the information to together for them to post, how long does the content run. Mr. Crane noted that with so many unanswered questioned he would like to table this proposal so that Mr. Walk from Moberly School District could attend to answer these questions. After several minutes of discussions, the board voted to have a meeting on August 16th at 9 AM with Mr. Walk in attendance to answer questions.

The last item on the agenda is review the account

Ms. Schmitt presented to the board Chamber of Commerce marketing plan. Ms. Schmitt stated that due to the new agreement the Chamber is to present the marketing plan to the Tourism Board. After several minutes of discussion Gina Fowler made a motion to accept the marketing plan. Janie Riley seconds the motion. All was in favor.

Mr. Sanders asked if there was anything else to be brought before the Commission. There being no other business Janie Riley made a motion to adjourn. Candace Rodman seconded the motion to adjourn. Meeting adjourned.

Next meeting schedule for August 16, 2022 at 9AM.