

# City Council Study Session



TO: Mayor and City Council

FROM: **Mari E. Macomber, City Manager**

SESSION DATE: March 12, 2018

TIME: 6:00 pm

PLACE: Council Chambers, Kirksville City Hall

## AGENDA:

- Municipal Court Update
- Parking Ordinance Revisit
- Fire Department Apparatus Replacement Policy
- Mutual Aid Policy Revision
- Body Worn Camera Update
- Central African Immigrant Outreach Report
- Newsletter Review – March 12, 2018

### **Municipal Court Review**

The City's municipal court is officially the responsibility of Associate Circuit Court Judge Kristie Swaim. We had thought the full responsibilities of her duties would begin on May 2, but Judge Steele issued an Administrative Order this week assigning Judge Swaim to hear and determine Kirksville Municipal Court cases. Judge Steele noted that it would no longer be the City's responsibility to find a judge to cover the City's docket, and from this point forward would expect a commissioned judge to serve. We have a judge assigned for all of our upcoming court dates with the exception of March 15 and a judge will either be assigned or some other measure taken but that will be the decision of Judge Swaim. The Office of State Court Administrator (OSCA) is currently working with our Municipal Court Clerk to get us moved over to Show Me Courts. With the Show Me Courts system, the Clerk will need to scan in all current cases. Because of the potential case load, we will be allowing some overtime for the Clerk to complete this task once the equipment is in place. Judge Swaim has requested a bailiff be present starting with court for this week. The Police Department will staff this service.

As more details emerge, they will be shared with the City Council.

### **Parking Ordinance Revisit**

A healthy community provides safe options for all forms of travel -- whether it is on foot, bicycle, by bus, or by car. Not everyone drives.

Parking is one of the largest single land uses in our municipal "footprint" and the fact that the City Council chose to revisit the ordinance should mean that the interest is in making sure that the parking requirements accepted for our community should be based on balancing the needs of all and taking into consideration the impact of the City as a whole. How we handle parking will have an influence on the character, form, function and flow of our city.

For example:

- Providing a supply of parking to meet peak demand keeps buildings widely spaced apart, rendering walking and bicycling unpleasant and unsafe.
- Paving over grassland increases runoff and therefore the burden on our stormwater systems and leads to flooding and pollution problems.
- Establishing parking as the priority as opposed to one component of a bigger picture costs more for all in the long run.

The objective of the proposed parking changes was to find balance between all things.

- The City is required to comply with ever increasing stormwater requirements through stormwater management practices. Allowing more paved service impacts the City's stormwater. If more area is allowed to be paved, the land owner will then be required to establish storm drainage improvements as no one in the City can increase the flow of water from their
- Ensure compliance with all State and Federal laws. Parking cannot impede the flow of pedestrian traffic. The City is required to comply with accessibility requirements through the Americans with Disability Act.
- Traffic onto arterial and collector streets should be minimized not expanded. Allowing multiple vehicles to park whereby the only access is to back or pull out onto a busy city roadway intended to move traffic is poor planning and increases the opportunity for accidents.
- Safety consideration for emergency service personnel. It was stated that hard surfaces become slippery and unstable especially during inclement weather. For emergency responders, pavement across the entire entryway of a building entrance does cause problems especially exiting the structure with a patient or escorting a combative prisoner to a car.
- Standards were proposed that would help lower the cost of development.
- And a strong interest was presented in retaining the integrity of the neighborhood, an intangible that separates out one community from another.

Included is the Power Point presentation that was given by City Planner Chayton True. In that presentation a number of issues were discussed. Two changes requested at the conclusion of that meeting were: 1 – retain the parking requirements to one space per bedroom as opposed to lowering it to .08; and 2 – not allow developers and land-owners to use the City's right of way as options to meet parking requirements.

A question came up concerning the use of adjacent parking within the downtown. This standard was not changed and was established a couple of years ago to protect the storefronts within the downtown from becoming apartments.

Also included is a summary of the changes and the Ordinance itself, so that we can go through the document and make sure all questions are answered.

As a reminder, the Planning and Zoning Commission held several meetings considering proposed staff changes to the City's parking requirements.

The proposed code revisions are as follows:

1. One (1) driveway will be allowed within the front yard setback. Off-street parking will no longer be allowed within the front yard setback.

Exceptions include:

- A driveway extending from the front property line to at least forty (40) feet beyond the property line to allow multiple cars to park in tandem without blocking the front sidewalk. This only applies to single family and two-family dwellings, where tandem parking is allowed.
  - Driveways leading directly to a garage or other parking area, given that the parking area is not located within the front or side yard setback, where the side setback is fronting a street on a corner lot.
  - Where a lot has no rear access from an alley.
2. A portion (25 feet from the front building line) of the side yard setback on corner lots will no longer be allowed for off-street parking. This area will be reserved for greenspace.
  3. Driveways will have minimum and maximum widths, depending on the lot width and area of the front yard.
    - Minimum Driveway Width: 10 feet.
    - Maximum Driveway Width: 40% of the lot width.
    - Driveways cannot cover more than 40% of the front yard setback or side yard setback on corner lots.
    - Driveways and parking areas in rear setbacks will have no maximum widths.
  4. Greenspace must cover at least 60% of the front yard setback. Exceptions include lots that have no alley access.
  5. Beginning at the front building line, greenspace must cover the first 25 feet of a side yard setback on a corner lot.
  6. Required parking for new multifamily and mixed-use developments will have minimums and maximums.
    - Minimum: 1 parking spaces per bedroom
    - Maximum: 1 parking space per bedroom
  7. Tandem parking may be utilized to achieve parking requirements in single family and two family developments.

### **Fire Department Apparatus Replacement Policy**

I struggled with this report because before I became City Manager, I saw that fire trucks were intended to be purchased, but other things became priority, probably due to the overwhelming cost, possibly due to the fact that there wasn't a concerted effort to push for replacement. So as City Manager it has been a painstaking process trying to get the fire trucks replaced. Why? There are a number of reasons: 1- the plain and simple fact that these trucks cost a lot of money; 2 – a slowed economy that had negative impacts on available resources; and 3 – management's inability to outline a plan and frankly to request more support.

Funding for the trucks was to come out of the capital improvement sales tax. In the 90s these dollars were allocated toward the purchase of fire trucks and water and wastewater improvements. In 2004, the City learned Standard Register was closing and the City Council took a bold step and purchased that building to make sure it was used to attract a replacement company. The City achieved its goal, but in the process, tied up the Capital Improvement Sales tax for several years. By the time the building was paid off, the voters were going to have to consider the future use of this tax. No more were the dollars going to go to offset the costs of the utility fund as the utility fund needed to cover its own expenses.

A capital improvement allocation plan was assembled, approved by the City Council and presented to the voters. The voters approved the renewal of the tax and in doing so also approved the allocation plan, which has been followed for the past 10 years.

One of the components of the plan was the allocation of \$100,000 that had to go toward the purchase of fire trucks. The idea was that a minimum of \$100,000 would go toward that equipment. And unfortunately, throughout much of the 2000s, the City did not have enough resources to address some of the most basic needs of the City, but we were able to retain the \$100,000 per year for fire truck replacement payments.

By this time, we were having issues with our aerial truck, and the decision was made to purchase a used 105' platform truck, built in 1996, eleven years old at the time for \$339,200. This truck is the least used apparatus and buying this would give us a couple of years to come up with a plan forward on how we were going to replace our fire trucks. There are four trucks used by the department, two of these are used daily; one has served as a backup; and the fourth is the platform truck used minimally but necessary. By the time the last payment was being made on the platform truck, we were buying a replacement truck for 504. This truck is a fire rescue pumper truck. The bid price on this truck was \$594,543. It was ordered in 2011 and delivered in 2012. The next truck for replacement is 502. This replacement truck will be delivered before summer of this year, and will have cost the City \$796,265.

The City has allocated \$1.7 million dollars on fire trucks since 2007 with the most recent truck to be paid off using the \$100,000 per year allocation in 2025. In the past year, 502 has had significant maintenance issues, and due to the inability of the outside vendor to fix a valve problem, the truck was decommissioned at the end of the week, last week. This vehicle is the space vehicle and the new truck will be delivered soon. However, we are seeing issues with other trucks. Public Works personnel will be on hand Monday to visit with the City Council about the ongoing maintenance issues.

Staff is going to move forward with a new approach for replacing fire trucks. If the City Council remembers, the trucks had never been included in our fleet list, but we added them a year ago. This past fall, staff asked that the fire trucks be evaluated using not only the National Fire Protection Association Standards, but also the standards used for all other City fleet, the American Public Works Association Standards. By doing these things, we will place the trucks in line as a priority based upon these factors and not the allocation of \$100,000 per year.

Included with this cover is a report from the Fire Department providing additional information and more specifics.

### **Mutual Aid Policy Revision**

The City's Mutual Aid Policy has been in place for over 20 years. The Fire Department has updated the policy for Council's consideration. The policy improves upon the protocols that are standard for today. The most significant change for the City Council would be the expansion of the boundary that our mutual aid policy covers. Current policy states we will not respond beyond 10 miles. The proposed policy states we will respond to Adair County mutual aid requests and requests from the LaPlata Fire District which includes both Adair and Macon counties. Another change gives staff the authority to determine if a mutual aid response should be made beyond Adair County and LaPlata Fire District. This response if within 35 miles of the City can be approved by the Fire Chief and if beyond 35 miles by the City Manager.

The second component of this report concerns the agreement the City has with Adair County. The City has provided emergency rescue services for the County since 1996. The City also provides hazardous

waste mitigation services for the County. Staff wishes to update the agreement by clarifying our ability to respond and increasing our annual fee for service.

### **Body Worn Camera Update**

Since the cameras are now being used, staff wanted to take the opportunity to share how the use of the body worn cameras has been going.

### **Central African Immigrant Outreach Report**

The Council is aware that the City of Kirksville has become home to immigrants from the Democratic Republic of Congo. As more immigrants arrived, the community became aware of our lack of preparedness to address both the cultural and communication barriers.

The City, through its various departments, has had direct experience and has not been equipped to provide the needed support and service. Through City leadership, a plan was put in place to gather community partners together to begin outlining the various problems and identifying solutions.

A number of positive efforts have come from these meetings, and individual organizations and people have identified needs and have begun addressing them. More efforts will continue. Staff will update the City Council on these ongoing efforts.

## **NEWSLETTER REVIEW**

### **ATTACHMENTS**

- Summary Report on Parking
- Parking Concept
- Parking Requirement Table
- Apparatus Plan
- Staff Report – Mutual Aid with county
- Mutual Aid Agreement
- Kirksville Immigrant Community Report

### **ENCLOSURES**

- Presentation – Proposed Parking, Driveway, Sidewalk Yards
- Parking Ordinance

## Why Change the Code

These code revisions are necessary because City Staff and citizens has observed practices within the City that adversely affect the community and should be discontinued. Some issues that have been observed include: front yards filled with concrete; the priority of functionality over aesthetics; poor walkability and pedestrian safety; and stormwater management issues.

The goals of the code revisions include: reestablishing the front yard; improving neighborhood aesthetics; promote community connectivity; and reduce and manage stormwater runoff.

1. **Reestablishing the Front Yard.** Reestablishing the front yard is important for many reasons. Removing most of the off-street parking from the front yard and encouraging parking in the back yard will reintroduce the front yard as a social focal point. It will also encourage neighborhood interaction that will foster a sense of community that everyone yearns for when searching for a home. Imagine a neighbor passing by a home where another neighbor is relaxing on the front porch. A friendly wave and responding hello could evolve into a more in-depth conversation among neighbors or community residents. This interaction is at the foundation of what defines a neighborhood and the sense of community, all because there was a front yard available to foster this interaction. Replacing front yards will surface and allowing cars to park in this space makes this exchange more difficult, which jeopardizes the sense of community we all desire when living in our neighborhoods. Additionally, having a front yard with minimal concrete will ease first responder's access to the property. First responders have difficulty navigating on concrete during the winter months when ice and snow covers smooth concrete. Having grass within the front yard allows better traction for first responders to safely and efficiently access the property.
2. **Improving Neighborhood Aesthetics.** Preserving the front yard increases curb appeal and can increase property values. Losing neighborhood character and form is a major reason why a neighborhood become blighted and property values decline. When property values decline, the city receives less property tax, which is an obvious disadvantage for the City's fiscal health. It is in the City's best interest to encourage and promote quality aesthetics when possible. Additionally, quality neighborhood and community aesthetics signals to outside visitors that the people of this community care about their image and take pride in their city.
3. **Promoting Community Connectivity.** Promoting community connectivity through the use of the City's sidewalk infrastructure has several benefits. Safe and comfortable sidewalks for pedestrians encourages active and healthy lifestyles for citizens. Adequate sidewalks can also strengthen the connection between centers of activity in the community. A prime example is the close proximity between Downtown, Truman State University, and A.T. Still University, which are all an effortless walk away from one another. Downtown businesses should be benefiting from the close proximity to these large, populated institutions. However, these benefits are not being realized due to the lack of safe and comfortable sidewalks scattered throughout this area. When the front yard is used for parking, the automobile must drive/back over where a sidewalk is normally located. This leaves the front yards barren and open where cars are maneuvering in and out of parking spaces, which is unsafe and uncomfortable for pedestrians. This discourages pedestrian activity, which has a negative impact on the community. Additionally, parking areas located within front yards can lead to cars backing out on to heavily traveled streets. This can increase the chances of a collision and is a practice that should be discontinued for safety reasons. Cars backing out on to major streets also causes traffic to slow down or even stop. This defeats the purpose of a major street, which is to swiftly move traffic within the community.

4. **Reduce and Manage Stormwater Runoff.** Driveways within the proposed code revisions shall not cover more than 40% of the front yard. Doing this can drastically reduce the amount of hard surface in yards, which will allow rainwater an opportunity to be naturally absorbed into the grass and soil. These guidelines will ultimately help prevent the inundation of the City's stormwater system and will reduce flash flooding on City streets. These guidelines will also help reduce contaminant discharge into natural bodies of water, which will help the City remain in compliance with our municipal separate storm sewer system (MS4) plan. Oils and other chemicals that leak from automobiles can easily be carried into our watersheds by stormwater. By placing parking in the back of a lot, this potentially contaminated water has a better chance of being absorbed into a yard and being naturally filtered. Additionally, it is estimated that the new parking code can reduce the amount of hard surface parking on the average developable lot by 10.8% to 41.3%. This not only dramatically reduced the amount of stormwater being discharged into the City's stormwater system but also translates into financial savings for developers.

Overall, these proposed code revisions will positively readjust the development norms within the City of Kirksville. The revisions will help guide future development that promotes community connectivity, improves the physical quality of our neighborhoods, and reduces the amount of stormwater runoff that contributes to flash flooding and water pollution. A course correction is necessary to ensure the preservation of neighborhood form to provide a quality built environment for future generations.

DRIVEWAY WIDTHS	
LOT WIDTH	ALLOWED DRIVEWAY WIDTH (40% of Lot Width)
30'	12'
35'	14'
40'	16'
45'	18'
50'	20'
55'	22'
60'	24'
65'	26'
70'	28'
75'	30'
80'	32'
85'	34'
90'	36'

# KIRKSVILLE CITY COUNCIL STUDY SESSION ATTACHMENT

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DATE: March 12, 2018

SUBJECT: 2018 Kirksville Fire Department Apparatus Replacement Plan

CITY DEPARTMENT: Kirksville Fire Department

PREPARED BY: Jon Cook, Deputy Fire Chief

The Kirksville Fire Department operates four fire apparatus. This fleet includes two Engines, one 75' Quint (hose, water, pump, aerial ladder, ground ladders), and one 100' Ladder Truck (ISO stipulates we operate a ladder truck capable of reaching the roof of the tallest building). This equipment has been determined necessary based on both Insurance Services Office (ISO) Fire Suppression Rating Scale recommendations and demonstrated operational need.

Call volume, type, daily mechanical issues, and documented mechanical-out-of-service time support the need to maintain the current level of equipping at this minimum. The complement of apparatus described above provides adequate response capability and redundancy, considering KFD's call load, coverage area, and level of staffing. Additionally, these apparatus are able to be housed in the facilities currently available.

## **Condition**

The Kirksville Fire Department has no defined apparatus replacement plan, and has been replacing apparatus as funding is available. The \$100,000 per year allotment provided through the Capital Improvement Sales Tax, which was implemented in 2007, was earmarked as a stop gap (in the absence of a replacement plan), and has not been increased or evaluated further. The National Fire Protection Agency (NFPA) recommends that fire apparatus remain in front line service for no more than 15 years. The Department operates all of its apparatus as "frontline" apparatus. Three out of four of the apparatus currently exceed this recommendation with ages of 20 years, 22 years, and 24 years. The apparatus is evaluated annually by Central Garage on the APWA fleet replacement schedule, and three of the four score as Condition IV, indicating the need for immediate replacement. Parts have become difficult to procure, with many being obsolete and not available from our normal suppliers. One Apparatus (Engine 502), as of March 2018, has been out of service for 5 consecutive months, and will remain out of service until delivery of its replacement later this year. Another, (T506) was out of service for 10 days while sourcing a different obsolete part. In 2017, we had at least one response apparatus out of service for maintenance for 6,500.25 hours, or 270 days. This only includes those times that a truck is out-of-service. It does not take into account the almost daily general mechanical issues that result in the apparatus operating at other than optimal condition.

## **Replacement Plan**

The Department proposes a goal of replacing an Engine at least every 10 years, Quint at least every 15 years, and Ladder every 20 years, while continuing to evaluate each apparatus annually on the APWA scale and modifying the replacement schedule as appropriate. The Department will maintain a four apparatus fleet in the short term, but does desire retaining a replaced frontline engine in a

reserve status in the future.. The reserve engine will remain fully operational, but will not be utilized on a daily basis. It will serve as backfill when other apparatus are out of service and during significant incidents.

### **Funding**

In order to achieve these goals, annual funding for fire apparatus needs to be increased to a minimum of \$200,000 per year. This funding level would provide the minimum funding necessary to initiate this plan. The funding level will be evaluated every 5 years and adjusted based on inflation, Department needs, and the needs of the City.

# KIRKSVILLE CITY COUNCIL STUDY SESSION ATTACHMENT

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DATE: March 12, 2018

SUBJECT: Draft Updates to the 1996 Kirksville Fire/Rescue Mutual Aid Agreement with Adair County and the 1995 City Council Policy 11 (Fire/Rescue Mutual Aid)

CITY DEPARTMENT: Kirksville Fire Department

PREPARED BY: Jim Hughes, Fire Chief

On occasion, most jurisdictions, regardless of size, find themselves in need of additional resources. Kirksville and Adair County are no exception.

Written agreements/documents are critical to establish mutual expectations during times of need.

In addition, it is important to periodically review these documents and update as appropriate.

The City is part of two such documents/agreements.

## **COUNCIL POLICY 11 (dated 3/20/1995)**

Council Policy 11 covers the Fire/Rescue response of City Fire resources outside of Kirksville. The policy was reviewed in February of 2018. The attached draft document reflects recommended changes to bring the document in-line with current and/or preferred practices (see attached).

## **KIRKSVILLE/ADAIR COUNTY AGREEMENT FOR RESPONSE TO MOTOR VEHICLE ACCIDENTS AND HAZARDOUS MATERIAL RESPONSE IN THE COUNTY (Dated 3/12/1996)**

The current agreement was reviewed in February of 2018. The attached draft document reflects recommended changes to bring the agreement in-line with current and/or preferred practices/costs (see attached).

The Fire Department would like to provide the Members of City Council with an opportunity to discuss the recommended changes and update the documents as appropriate.

## **FIRE/RESCUE MUTUAL AID**

It is the policy of the City Council of the City of Kirksville to provide and receive Fire/Rescue Mutual Aid for the protection of life and property in accordance with the guidelines contained in this policy statement and in accordance with State Statutes. In responding to all requests for mutual aid, the service needs of the City of Kirksville will always be placed ahead of those from areas outside the City.

### **I. GENERAL STATEMENTS OF POLICY**

Life and property preservation within the City is the foremost objective of the City Council. In responding to mutual aid requests, the Fire Chief shall first establish that minimal equipment personnel are available for servicing the needs of the City prior to sending equipment and/or personnel outside the City.

**Except as authorized in other agreements**, Mutual Aid will not be provided by the City automatically. After the primary emergency responder/**authorized representative** has arrived ~~at the scene of an emergency and the responding parties' authorized representative has~~ determined additional resources are required, the primary responder/**authorized representative** may then request mutual aid from the City of Kirksville as conditions require.

Any section(s) of a previous or existing fire mutual aid agreement between Kirksville and another fire suppression agency which is in conflict with this policy statement is hereby declared to be invalid. All previous and current fire mutual aid agreements shall be ~~insubordinate~~ **subordinate** to this policy statement. All parties will receive written notification of the enactment of this agreement from the City, as required by the original mutual aid agreements.

Generally, the Kirksville Fire Department will not respond to mutual aid requests ~~beyond ten (10) miles~~ **outside of Adair County/LA Plata Fire District**, unless they are determined to be non-routine, multi-alarm emergencies where the response of multiple fire suppression agencies is necessary to limit the loss of life and property due to a fire or other emergency.

### **II. ENACTMENT**

The Fire Chief, or his/**her** designee, is authorized to send fire department apparatus, equipment, and/or personnel, upon the request of an **authorized primary emergency responder/authorized representative (from a recognized government entity providing emergency services)** ~~municipal fire department, fire protection district, or volunteer fire protection association, having jurisdiction,~~ once the Kirksville Fire Chief, or his designee, determines that mutual aid is necessary and appropriate, based on this statement and state statutes (RSMo. 320.090). The authorized response is restricted to a 35 (thirty-five) mile radius of the City of Kirksville Central Fire Station, unless specific approval to exceed the 35 (thirty-five) mile radius is received from the City Manager and Fire Chief. **The Fire Chief (or designee) may initiate a response but must receive authorization, as soon as practicable, from the City Manager (or designee).**

Should the City of Kirksville elect to enter into a contract(s) with municipal fire departments, fire protection districts, volunteer fire protection associations, rescue squads, ambulance districts, or other governing bodies, within or beyond a 35 (thirty-five) mile radius, these contract(s) shall take effect and be in full force, commencing on the first day of signing, and shall be perpetual unless either party gives 60 (sixty) days written notice (or as stated in the contract) of cancellation of the contract to all other agreeing parties who are party to the contract. Authorization is found within the provisions of Chapters 70, 71 and 320 (RSMo.), to enter into a contract with a political subdivision of the State of Missouri for such mutual aid services. Such contracts shall be in conformance with this policy statement.

### **III. RESTRICTIONS**

The consideration of the interchange of service between the City of Kirksville (“City”) and a contracting party shall be given for the protection of lives and property in such communities, or service area of the City and a contracting party; and no compensation shall accrue or be paid by the City or a contracting party for the service of the City or a contracting party.

Neither the City, or other parties to a mutual aid agreement, shall be liable to the other for failure to respond to any call.

Neither the City or other parties to a mutual aid agreement shall be liable for the actions of any firefighter, official or employee of the other party; nor shall any firefighter, official or employee of either party be considered for any purpose, a firefighter, official or employee of either party, other than the one by which they are regularly employed or a member thereof.

In case of loss or damage to equipment or property, while acting as an aiding party, such loss or damage shall be borne by the City or agency owning such equipment or property.

Mutual aid agreements and this policy shall not be construed to permit or require any party to respond to a fire alarm or other report of a fire or disaster outside the City’s or the other party’s corporate limits or boundaries.

## AGREEMENT

THIS UPDATED AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Kirksville, Missouri, hereinafter referred to as the "City", and the County of Adair, State of Missouri, hereinafter referred to as "County".

WHEREAS, the County is desirous of having the City aid the County in providing emergency rescue services for motor vehicle accidents and mitigation of hazardous material spills/incidents and/or releases which occur within Adair County, Missouri, but outside the city limits of Kirksville, Missouri, and

WHEREAS, RSMo 70.220 authorizes cities and counties to enter into contracts and agreements for providing common services, **and**

**WHEREAS, this Agreement updates/renews an Agreement originally signed, and in place, since 1996.**

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, in consideration of the mutual covenants contained herein, as follows:

1. The Kirksville Fire Department, using its best efforts, shall endeavor to respond to all calls concerning motor vehicle accidents and hazardous material spills/incidents and/or releases which occur within Adair County, Missouri, and shall provide such aid as necessary, excluding cleanup of the site, based on departmental procedures for same; provided, however, that said response is limited to the appropriate number of personnel, equipment, and apparatus (as determined by the City) that is necessary and appropriate for the situation responded to. Neither the City nor the Kirksville Fire Department shall be liable to **the** County under this contract for failure to ~~the~~ respond to a particular call if the Kirksville Fire Department is engaged at another emergency site, **or are otherwise unable to respond.**

2. Upon the signing of this **updated** agreement (~~1996~~ **2018**), the County ~~will provide to the city of Kirksville, \$7350 (seven thousand, three hundred, fifty dollars) which shall be utilized for the purchase of equipment, insurance, and training for emergency personnel as contained in the attached list of resources. Annually (1997) thereafter, the County shall pay to the City, a sum of \$6,500 (six thousand, five hundred dollars)~~ **\$10,500 (ten-thousand, five hundred dollars)** per year ~~as provided in Paragraph 5 of this agreement. Upon purchase, said equipment shall become the property of the City and all maintenance costs thereafter shall be the responsibility of the City, and the City shall retain ownership of all equipment regardless of whether this agreement is terminated under Paragraph 7 below.~~

3. In the event of a hazardous substance release that is covered by the Missouri State Statute 260.546 and/or EPA's Local Government Reimbursement Program, the City shall have the duty to file claims for reimbursement of costs incurred by either party to this Agreement in response to such release. Any reimbursement funds received in connection with such a claim shall then be allocated between the parties to this Agreement as their interests may appear.

4. In the event that a hazardous substance/material spill and/or release occurs outside the city limits of Kirksville, but within the bounds of Adair County for which there is no coverage for cost reimbursement as listed in Paragraph 3, the County shall reimburse the City for actual costs incurred, such costs shall be reasonable and apply to the cost of materials, supplies, contractual services, and personnel used to secure the emergency scene. The reimbursement shall apply only after ~~\$3,000 (three thousand dollars)~~ **\$4,410 (four-thousand, four hundred and ten dollars)** has been expended by the City for actual costs incurred for this incident, or if the ~~\$3,000 (three thousand dollars)~~ **\$4410 (four-thousand, four hundred and ten dollars)** has been previously expended by the City while performing its' services at a

previous incident or incidents within the same contractual period. In such cases, the City shall obtain prior approval from the County to proceed with site management, mitigation, and control of the emergency scene.

5. The County shall annually pay to the City, the sum of ~~\$6,500 (six thousand, five hundred dollars)~~ **\$10,500 (ten-thousand, five hundred dollars)** per year (~~(\$3,500 Motor Vehicle Accidents, \$3,000 Hazardous Material Response)~~ **(\$6,090, Motor Vehicle Accidents, \$4,410 Hazardous Material Response)**) beginning the ~~12<sup>th</sup>~~ \_\_\_\_ day of ~~March~~ \_\_\_\_\_, ~~1997~~ **2018**.

6. The County will indemnify and save harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney’s fees resulting from a willful or negligent act or omission of the County, its officers, agents, servants and employees in the performance of this agreement, or in the performance of any actions or activities directly or indirectly related to the performance of this agreement. The City will indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney’s fees resulting from a willful or negligent act or omission of the City, its officers, agents, servants and employees in the performance of this agreement or in the performance of any action or activities directly or indirectly related to the performance of this agreement.

7. The parties hereto may cancel this contract upon 180 days’ notice in writing delivered to either the Office of the County Clerk or the Office of the City Manager, as the case may be. In addition the County may cancel this contract by its failure to budget the sums of money required to be paid to City hereunder, in which case this contract will become null and void as of February 1 of that budget year.

IN WITNESS WHEREOF, the proper officials of the parties hereto set their hands and affix their seals the day and year first written above and verify that they have the authority to so execute this document for and in behalf of the respective party.

City of Kirksville

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

Attest:

\_\_\_\_\_  
City Clerk

County of Adair

By: \_\_\_\_\_  
Presiding Commissioner

Attest:

\_\_\_\_\_  
County Clerk

# KIRKSVILLE CITY COUNCIL STUDY SESSION ATTACHMENT

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DATE: March 12, 2018

SUBJECT: Kirksville Immigrant Community Coordination

CITY DEPARTMENT: Economic & Community Development

PREPARED BY: Ashley Young, Assistant City Manager

Beginning in 2014, immigrants from the Democratic Republic of Congo (DRC) began settling in Kirksville via the Diversity Immigrant Visa Program administered through the United States Department of State. These new residents were first drawn to the prospect of employment in nearby Milan, Missouri, at Smithfield's Farmland Foods meat-processing facility. This immigrant population continued to grow as more immigrants found gainful employment, and more visa applications were received by the State Department from the DRC. Then, in late 2016, as more food processing jobs became available at the Kraft Heinz Company's food processing facility in Kirksville, immigration from the DRC continued to increase, while existing immigrants began to move from their employment in Milan back to their new home in Kirksville. This trend continued through 2017. The most recent estimates from the Kirksville R-III School District estimate the total immigrant population to number somewhere between 600 to 800 individuals.

In August 2017, City staff recognized a need to assist with the integration of these recent immigrants into our community. A number of challenges existed that prevented our new neighbors from fully integrating into the wider community. The City's goal was to bring our community partners together from multiple areas to discuss these issues, brainstorm solutions, and implement those solutions through cooperation and the sharing of resources.

Ultimately, after a number of false starts due to scheduling conflicts, the first meeting of what would come to be called Kirksville Immigrant Community Coordination (KICC) took place on Wednesday, November 1, 2017. In addition to the Assistant City Manager, Police Department, and Fire Department, this group has come to include an ever-growing list of Community Partners, including leaders of the DRC immigrant community, foreign-language professors from Truman State University, Truman State University's United Speakers, the Kirksville R-III School District's English as a Second Language (ESL) / English Language Learners (ELL) program, the Kraft Heinz Company, Kirk-Tran, Northeast Regional Medical Center, the Adair County Public Library, Ameren, the Northeast Missouri Health Council, the Adair County Health Department, and others. Axel Fuentes, a leader of the Hispanic immigrant community in Milan, is also involved in the group, as it became clear that many of the challenges the group sought to address were also challenges for the Hispanic immigrant community.

Progress was made almost immediately. For example, during the first meeting on November 1, 2017, the three largest providers of ESL / ELL classes in Kirksville were in attendance: the program at the Kirksville R-III School District's Kirksville Area Technical Center, the program ran by Truman State University's United Speakers, and the volunteer program of Estela Maciel-Gingereich. These three different programs were not in communication with each other, and their facilitators had never met nor coordinated their efforts. Additionally, it was determined that one of the best ways to communicate important information to the immigrant community was through the aforementioned ESL / ELL classes. With this new strategy, the Police Department began community outreach efforts by educating recent

immigrants via ESL / ELL classes on a wide array of public safety topics and building lasting relationships with them. Lastly, resource-sharing was immediate, as the Executive Director of the Adair County Public Library, Jami Livingston, was able to connect the ESL / ELL instructors with free reading resources from her institution, leaders of the DRC immigrant community offered to serve as liaisons for local law enforcement during enforcement situations, and more. This meeting alone was time well spent, but all involved had a strong desire to continue meeting to make progress by brainstorming solutions to multiple challenges.

Since that first meeting on November 1, 2017, two additional meetings have taken place. It was the desire of KICC to hold more meetings, but conflicting schedules and inclement weather prevented that from happening. Focus groups have formed within the KICC to address specific issues, or groups of issues. They are: orientation information, translation, interpretation, transportation, ESL / ELL, and business engagement. Community leaders from organizations involved in each one of these challenges have volunteered to lead the focus groups and brainstorm solutions to the identified challenges.

Some may ask why the City is investing time and resources in this effort. There are a multitude of reasons that go beyond a base desire to help one's neighbor. From the perspective of economic and community development, a growing population is crucial to the continued growth of our local economy. Immigration to Kirksville from the DRC represents the largest surge in our population since the 1970's. Ensuring that these immigrants are integrated into our community ensures that our workforce remains strong, which means more jobs for more people, which in turn means more retail and commercial expansion for our City. As we continue to grow and become the regional hub for governmental, industrial, and commercial activity, we must also grow our population to sustain this growth and remain competitive in not only the state of Missouri, but also the nation. People are our greatest resource and it behooves the City to not squander this opportunity.

City staff will continue to move forward with Kirksville Immigrant Community Coordination and work to fully integrate our newest residents into the larger Kirksville community. We also invite anyone with challenges or concerns to contact City staff and ensure that these concerns or challenges are addressed. City staff intend to keep the Council updated as to the KICC's progress in addressing these challenges. We're looking forward to helping ensure our newest residents are active and successful members of our community!