

## City of Ashland

109 East Broadway, Ashland, Missouri 65010

**Department Source: Public Works** 

To: Board of Alderpersons

From: James Creel

Board Meeting Date: October 15, 2019

Re: Cooperative Agreement with Boone County Public Works for the Manufacture of Ashland Street Signage

#### **EXECUTIVE SUMMARY:**

As the City of Ashland replaces street signage, the opportunity exists to utilize a local source, Boone County Public Works. This will potentially save the City of Ashland a significant amount of money, keep funds within the local economy, and provide a faster turnaround time on receipt of the signage.

#### **DISCUSSION:**

Earlier this fiscal year, Ashland Public Works (APW) began to replace and upgrade all city street signs to a retroreflective style, which allows for greater visibility in low light conditions. Much of the city's street signs were in poor condition and were already in need of replacement. APW purchased nearly \$5,000 of signage, posts, and brackets from an out of state vendor this year. This allowed for approximately 40% of the city's street signs to be replaced.

It was discovered that the Boone County Public Works (BCPW) has a sign shop in which they produce street signage for Boone County and small municipalities. APW contacted BCPW and inquired if they would be able to produce signs for the City of Ashland. BCPW agreed to do such and a cooperative agreement was drafted for such.

#### **FISCAL IMPACT:**

Completing this agreement will allow for the City of Ashland to save money on signage costs and will keep that money with the local, Boone County economy.

#### SUGGESTED BOARD ACTION:

If the Board of Alderpersons agrees with the staff recommendation, the Mayor should be allowed to sign the agreement allowing for the City of Ashland to utilize Boone County Public Works as the signage provider for the city.

# AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A BOONE COUNTY ROAD & BRIDGE SIGN SHOP COOPERATIVE AGREEMENT

# BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into a Boone County Road & Bridge Sign Shop Cooperative Agreement. The form and content of the Cooperative agreement shall be substantially as set forth-in Exhibit "A" which is attached to and made a part of this ordinance.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Dated this day of	, 2019.
	Gene Rhorer, Mayor
Attest:	
Darla Sapp, City Clerk	
Certified as to correct form:	
Jeffrey Kays City Attorney	

#### BOONE COUNTY ROAD & BRIDGE SIGN SHOP COOPERATIVE AGREEMENT

THIS	S AGREEMENT, dated this	_day of	, 20,
is made and	entered into by and between Boone	e County, Missouri, a first class non-	charter
county and p	political subdivision of the State of	Missouri by and through its County C	ommission,
herein "Cou	nty" and the City of Ashland, a mu	nicipal corporation, herein "City".	

WHEREAS, County has invested in machinery, equipment, and employee training to be able to produce quality street name signs; and

WHEREAS, City desires to procure signs from County's sign shop that are consistent in quality and appearance to the signage installed by County to identify street names and, where indicated, numbered coordinates for use by emergency responders and the public; and

WHEREAS, the use of high intensity, prismatic street name signs is intended to enhance public safety and convenience; and

WHEREAS, the parties have the authority to enter into cooperative agreements for the purposes herein stated pursuant to RSMo §70.220.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to provide assistance to the various entities that have responsibility for street name signage within Boone County

#### 2. CITY AGREEMENTS.

- a. City will request the then-current pricing sheet from County's Road & Bridge
  Department when placing an order for street signs. These costs are based on the
  County's labor and material costs, and will be presented in a form similar to the
  pricing sheet attached hereto and incorporated herein by reference.
- b. If City desires to procure signs at the then-current pricing, City will submit its request in writing, either via email or hard copy, and containing the following information:
  - i. An accurate spelling of the street name and, if applicable, the accurate coordinates to be included on the sign.
  - ii. A specification of the sign height (length will be determined by information to be included on the sign).

- c. City will pick up the completed signs at the Boone County Road & Bridge building, 5551 S. Tom Bass Road, Columbia, Missouri 65201, or such other location as mutually agreed to by the parties, within ten (10) days of notification that the signs are complete and ready for pick up.
- d. City will pay the invoice presented in connection with the completed street signs within thirty (30) days of the date on said invoice.
- e. City may also purchase, if available, the necessary hardware and posts at the indicated prices.
- f. City will be responsible for installing the signs.

#### 3. COUNTY AGREEMENTS.

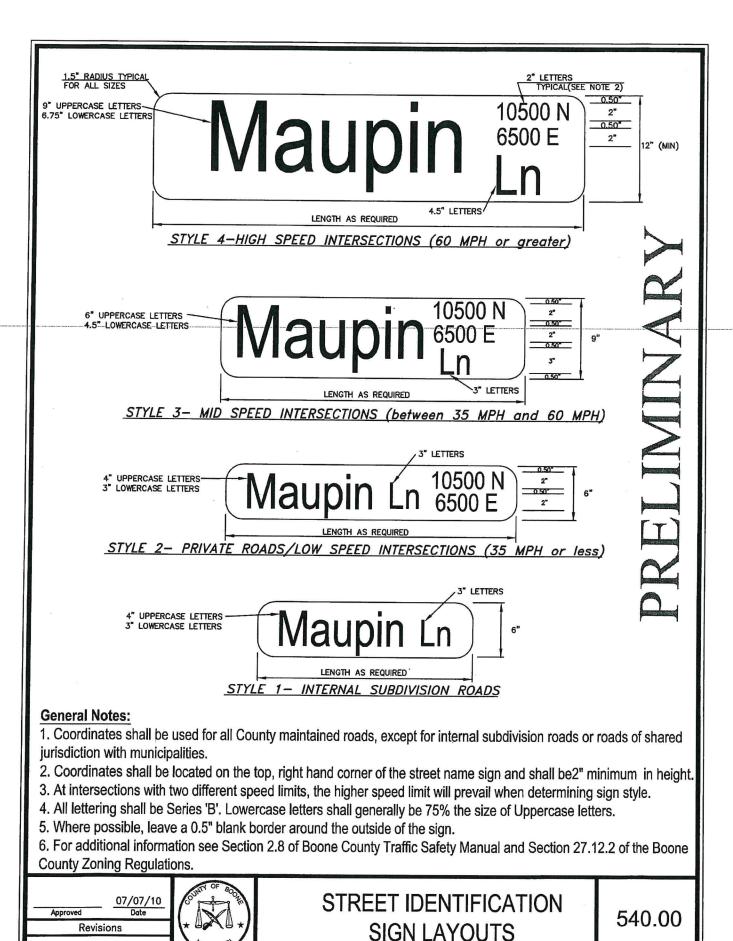
- a. County agrees to produce signs in connection with accepted orders, as County maintenance priorities allow, in accordance with the then-current pricing. The County's sign shop will notify the City if they will be unable to complete the order within Twenty-One (21) days.
  - i. Any requests for large quantities of signs may have to be divided and spread out over a longer period of time.
  - ii. County may deny a request to produce signs if resources are not available to do so in a timely fashion, at County's sole discretion.
- b. The Boone County Road & Bridge Sign Shop will produce street name signs in standard sizes and formats as indicated on the pricing sheet and sign layout sheet, both of which are incorporated herein.
- 4. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
- 5. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
- 6. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.

- 7. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year. Thereafter, this Agreement shall automatically renew for an additional, one-year term.
- 8. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
- 9. NONAPPROPRIATION. The activities of County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current County Commission.
- 10. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
- 11. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
- 12. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
- 13. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
- 14. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

by their duly-authorized officers on day and year indicated by their signature below.

BOONE COUNTY, MISSOURI	CITY OF ASHLAND
By:	By:
Daniel K. Atwill, Presiding Commissioner	Mayor
Date:	Date:
ATTEST:	ATTEST:
Brianna L. Lennon, County Clerk	City Clerk
ACKNOWLEDGED:	APPROVED AS TO FORM:
June Pitchford, County Auditor	City Attorney
APPROVED AS TO FORM:	
CJ Dykhouse. County Counselor	3

SIGN BLANKS (January 2019)									OPTIONAL
ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT	SIZE	SF	2019	HIP 1.25	TAPE \$0.76 X SF PER SIDE	FILM \$1.00 X SF PER SIDE	PRODUCTI ON COST	2019 Total Sign Cost	GRAFF \$0.60 X SF PER SIDE
STREET,1.5" CORNER RADIUS	18 X 6, 0.080,	0.75	\$3.87	NA	\$1.14	\$1.50	\$13.05	\$19.56	\$20.46
ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	18 X 9, 0.080,	1.13	\$5.81	NA	\$1.71	\$2.25	\$13.05	\$22.82	\$24.17
ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	21 X 6, 0.080	0.88	\$4.52	NA	\$1.33	\$1.75	\$13.05	\$20.65	\$21.70
ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	24 X 6, 0.080	1	\$5.16	NA	\$1.52	\$2.00	\$13.05	\$21.73	\$22.93
ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	24 X 9, 0.080	1.5	\$7.74	NA	\$2.28	\$3.00	\$13.05	\$26.07	\$27.87
ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	27 X 6, 0.080	1.13	\$5.81	NA	\$1.71	\$2.25	\$13.05	\$22.82	\$24.17
ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	30 X 6, 0.080	1.25	\$6.45	NA	\$1.90	\$2.50	\$13.05	\$23.90	\$25.40
ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	30 X 9, 0.080	1.88	\$9.68	NA	\$2.85	\$3.75	\$13.05	\$29.33	\$31.58
ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	30 X 12, 0.080,	2.5	\$13.60	\$3.13	\$3.80	\$5.00	\$13.05	\$38.58	
ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	33 X 6, 0.100	1.38	\$9.21	NA	\$2.09	\$2.75	\$13.05	\$27.10	\$28.75
ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	36 X 6, 0.100	1.5	\$10.05	NA	\$2.09	\$3.00	\$13.05	\$28.19	\$29.99
ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	36 X 9, 0.100	2.25	\$15.08	NA	\$3.42	\$4.50	\$13.05	\$36.05	\$38.75
ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	36 X 12, 0.100,	3	\$20.10	NA	\$4.56	\$6.00	\$13.05	\$43.71	\$47.31
ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	42 X 6, 0.100	1.75	\$11.73	NA	\$2.66	\$3.50	\$13.05	\$30.94	\$33.04
ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	42 X 9, 0.100	2.63	\$17.58	NA	\$3.99	\$5.25	\$13.05	\$39.87	\$43.02
ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	42 X 12, 0.100	3.5	\$23.45	NA	\$5.32	\$7.00	\$13.05	\$48.82	\$53.02
ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	48 X 6, 0.100	2	\$13.40	NA	\$3.04	\$4.00	\$13.05	\$33.49	\$35.89
ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	48 X 9, 0.100	3	\$20.10	NA	\$4.56	\$6.00	\$13.05	\$43.71	\$47.31
ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	48 X 12, 0.100	4	\$26.80	NA	\$6.08	\$8.00	\$13.05	\$53.93	\$58.73
ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	54x9, 0.100	3.38	\$22.61	NA	\$5.13	\$6.75	\$13.05	\$47.54	\$51.59
ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET, 1.5" CORNER RADIUS	54x12, 0.100	4.5	\$22.77	\$5.63	\$6.84	\$9.00	\$13.05	\$57.29	\$62.69
ALUM, TWO-SIDED WHITE HIGH PRISMATIC, FLAT STREET,1.5" CORNER RADIUS	60 x 12, 0.100	5	\$25.30	\$6.25	\$7.60	\$10.00	\$13.05	\$62.20	\$68.20
SIGN BRACKET, SM	5.5 INCH		62.04	The Posts				00.04	or series
SIGN BRACKET, SIVI	12 INCH B		\$3.04 \$9.99					\$3.04	
U-CHANNEL POST	8 FOOT		\$11.54					\$9.99	
U-CHANNEL POST	10 FOOT	-	\$11.54 \$14.42					\$11.54	
U-CHANNEL POST	12 FOOT	$\vdash$	\$14.42					\$14.42 \$17.30	



**PUBLIC WORKS** 



## City of Ashland

109 East Broadway, Ashland, Missouri 65010

**Department Source:** City Administrator

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: October 15, 2019

Re: YMCA Contract for Services

#### **EXECUTIVE SUMMARY:**

The YMCA is planning to break ground in the Spring of 2020 for a new facility on 15 acres located south of Broadway on Main St. They have requested funding from the City to enable them to offer recreational and civic activities which are not being provided by the City.

#### **DISCUSSION:**

If approved by the Board of Aldermen, this agreement would provide the sum of \$12,000 per year for five years through FY 2024. The first payment (FY2020) would not be made until the YMCA officially breaks ground on the new property located at 405 Main Street.

#### **FISCAL IMPACT:**

Short Term Impact (cost proposed legislation the next 2 years): \$24,000 (\$12,000/year)

Long Term Impact: \$60,000 over five (5) years.

#### **SUGGESTED BOARD ACTION:**

Staff recommends approval of the agreement.

# AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AYOUTH DEVELOPMENT, HEALTHY LIVING, RECREATIONAL AND CIVIC SERVICES CONTRACT WITH THE JEFFERSON CITY AREA YMCA

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into a Youth Development, Healthy Living, Recreational and Civic Services Contract with the Jefferson City Area YMCA. The form and content of the Contract shall be substantially as set forth in Exhibit "A" which is attached to and made a part of this ordinance.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Dated this day of	, 2019.
	Gene Rhorer, Mayor
Attest:	
Darla Sapp, City Clerk	
Certified as to correct form:	
Jeffrey Kays, City Attorney	

### YOUTH DEVELOPMENT, HEALTHY LIVING, RECREATIONAL And CIVIC SERVICES CONTRACT

This contract made this	_day of	, 2019, between the City of Ashland, Missouri,	а
municipal corporation, herein	after called "CITY"	and the Jefferson City Area YMCA, a Missouri not-fo	or-
profit corporation, hereinafter	"YMCA" acting or	n behalf of the Southern Boone Area YMCA.	

#### RECITALS

I. The YMCA is a not-for-profit corporation organized and existing for the purpose of providing youth development, health and fitness, recreational, and civic activities to persons of all ages on a non-discriminatory basis regardless of age, race, ethnicity, or religious affiliation. The following are programs provided by the YMCA to enhance the City of Ashland Parks and Recreation Department.

- a. Youth Enrichment and Development
  - i. K-8<sup>th</sup> Grade After-School Program (for SBC R-1)
  - ii. Y5210 Program for 4<sup>th</sup> Graders Improves Health and decreases risk of obesity
  - iii. Summer/Winter/Spring Camps for K-8<sup>th</sup> Grade
  - iv. Saturday evening care once a month for parents
  - v. Mayor's Youth Council
  - vi. Youth in Government
- b. Child and Outdoor Programs (Youth and Adult)
  - i. Fishing
  - ii. Archery
  - iii. Slow pitch softball
- c. Community Participation
  - i. Participate in Parents as Teachers Winter Warm Up & PTA Carnival
  - ii. Offer Outreach Scholarships for children and parents that need financial assistance for membership or programs
  - iii. Scholarships for graduating seniors
  - iv. Holiday and Celebration Décor Banners for festivals, holidays, free space for Home For The Holiday's Event
  - v. Run/Walk Club picks up trash around community
  - vi. Golf Tournament to raise funds for Outreach
  - vii. Participates in Walking School Bus
  - viii. Donates sports equipment and school supplies to Southern Boone County School District
- d. Martial Arts and Sports
  - i. Jiu-Jitsu
  - ii. Soccer
  - iii. Volleyball
  - iv. Wrestling
  - v. Tennis Lessons and/or League (outdoor)

- vi. Flag Football
- vii. Kickball
- viii. Golf lessons
- ix. Baseball & softball
- x. Tumbling & cheerleading
- xi. Tot Tumbling
- xii. Running Club
- e. Healthy Living Fitness Center and Group Exercise Classes
  - Healthy Hometown Program
    - a. Provides memberships for 8 weeks for patients graduating therapy
  - ii. General group exercise
  - iii. Yoga
  - iv. Silver Sneakers for Active-aging
  - v. Self-defense class
  - vi. 5K events

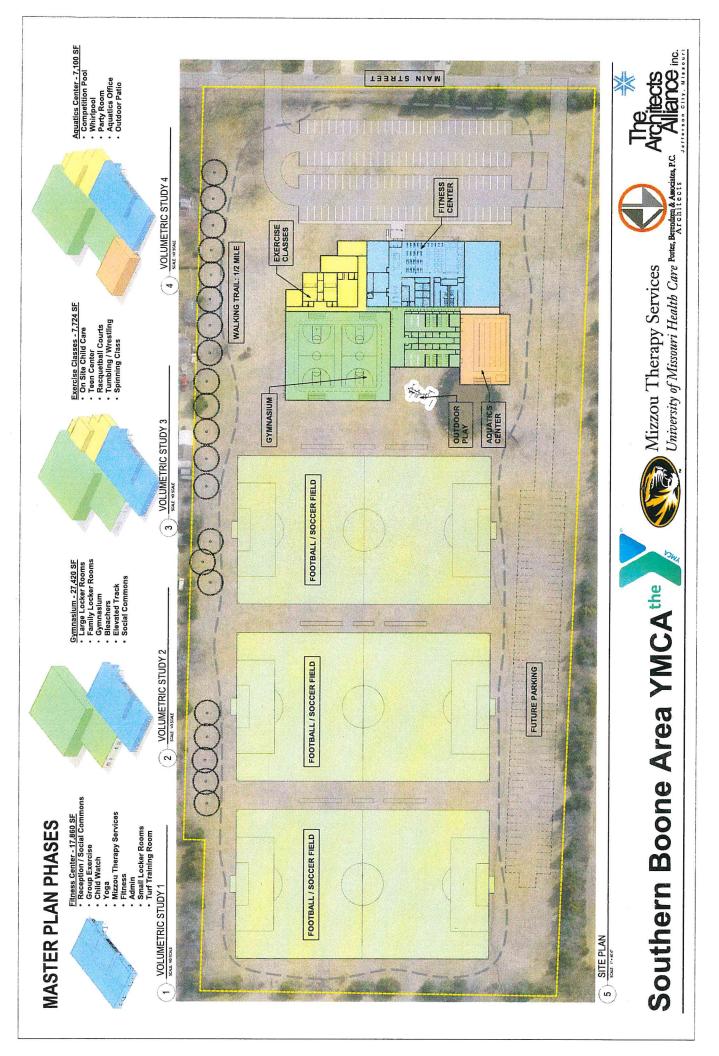
#### f. Aquatics

- i. Water Aerobics
- II. The most cost effective manner for the CITY to provide the above described activities is by paying a part of the costs incurred by the YMCA in operating such programs.
- III. The aforementioned activities provided by the YMCA are available on a non-discriminatory basis, regardless of age, race, ethnicity, religion, socio-economic status, etc. in accordance with the YMCA mission.
- IV. The CITY may reduce its health insurance and worker's compensation insurance costs by promoting exercise and a healthy life style for its employees.

#### THEREFORE the parties agree as follows:

- I. The YMCA agrees to:
- (a) Explore and provide thriving youth development, healthy living, recreational and civic programs, and related activities to the citizens of the CITY and surrounding areas.
- (b) Provide a 25% discount on appropriate annual membership type(s) to any full time employee of the CITY desiring to join the YMCA throughout the 5 year period. Joining fee will be waived and not applicable unless the employee does not commit and sustain a membership for a minimum of 12 months.
- (c) Acquire adequate funding to furnish the necessary equipment and personnel to operate such recreational activities.
- (d) Provide an annual report regarding the program activities carried out pursuant to this contract to the CITY.
- (e) Use its best efforts to make all programs conducted by it fully handicap accessible; provided, however, that the YMCA shall not be obligated to modify any physical facilities in compliance with the Americans with Disability Act.

(f) Actively pursue grants that will enhance the community with the assistance of Mid-Missouri Regional Planning Commission				
II. CITY agrees:				
(a) Subject to the annual appropriation of funds for such purpose, the CITY will pay the YMCA the sum of \$12,000 per year for a period of five years, contingent upon YMCA breaking ground on new property located at 405 South Main Street. There will be a renewal option for an additional five year period. Payments will be made before June 1 <sup>st</sup> of each year beginning in 2020.				
(b) CITY will permit the YMCA to use its park facilities for conducting programs without charge when available				
III. The CITY understands:				
(a) That the payment of the CITY pays only a small portion of the cost of operating such programs and therefore YMCA is specifically authorized to charge additional program fees in order to fully fund said programs				
(b) The YMCA will provide a subsidy for the aforementioned program(s) to assist the underserved and underprivileged citizens of the CITY to pay for any program fees charged for the above described programs in accordance with their mission				
IV. The Term of this contract is for the CITY's 2020-2024 fiscal years and shall be reviewed each year as deemed necessary by the CITY and the YMCA				
V. If YMCA is unable to obtain sufficient funds to operate recreational activities, this agreement shall be terminated and any funds paid by the CITY to the YMCA shall be returned to the CITY.				
VI. This contract is binding upon the successors and assigns of each party.				
IN WITNESS WHEREOF this agreement was executed by the day and year written above.				
CITY OF ASHLAND, MISSOURI JEFFERSON CITY YMCA,				
By:				
ATTEST				





# City of Ashland

109 East Broadway, Ashland, Missouri 65010

**Department Source: City Administrator** 

To: Board of Alderpersons

From: Tony St Romaine

**Board Meeting Date:** October 15, 2019

Re: Ordinance Establishing a Tax Increment Financing Commission

#### **EXECUTIVE SUMMARY:**

Staff has prepared for Board consideration an Ordinance to establish a Tax Increment Financing Commission. The Commission will serve as an advisory board to the Board of Aldermen as it relates to the consideration of tax increment financing proposals submitted. The Mayor with consent of the Board of Aldermen will make six appointments to this eleven member commission. The length of terms is four years.

#### **DISCUSSION:**

The use of incentives to attract new business to the community has become a vital part of a City's economic development strategy. Tax Increment Financing (TIF) along with other tools such as Community Improvement Districts (CIDs), Transportation Development Districts (TDDs), Chapter 100 policies, along with other incentives are used routinely by most communities to fill a financing gap to help a proposed project move forward.

Staff has been made aware of a potential request for Tax Increment Financing by the owner of the Cartwright Business and Technology Park. In order to consider the use of TIF, the City must first appoint a TIF Commission to consider the request, hold public hearings, and make a recommendation to the Board of Aldermen. The proposed Ordinance would establish the TIF Commission, allow for appointments to the Commission as prescribed, and adopt procedures for bids and proposals for the implementation of redevelopment projects. A detailed description of the role of the TIF Commission is attached.

#### **FISCAL IMPACT:**

Short Term Impact (cost proposed legislation the next 2 years): \$0

Long Term Impact: \$0

#### **SUGGESTED BOARD ACTION:**

Staff recommends approval of the legislation establishing the Tax Increment Financing Commission.

#### AN ORDINANCE

amending Chapter 6 of the City Code to establish a Tax Increment Financing Commission and to adopt procedures and policies for requests for redevelopment proposals; and fixing the time when this ordinance shall become effective.

WHEREAS, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, RSMo, as amended, authorizes municipalities to adopt tax increment financing as a mechanism to finance redevelopment projects; and

WHEREAS, Section 99.820, RSMo of the Act requires a municipality to create a commission of eleven (11) members prior to considering adoption of any ordinance approving the designation of a redevelopment area or approving a redevelopment plan or redevelopment project; and

WHEREAS, Section 99.820, RSMo of the Act also requires each municipality or its commission to establish written procedures relating to bids and proposals for the implementation of redevelopment projects; and

WHEREAS, the Board of Aldermen of the City of Ashland, Missouri, desires to establish the Tax Increment Financing Commission of the City of Ashland for the express purpose of exploring redevelopment of such areas within the City as may be designated by the Board of Aldermen from time to time;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI, AS FOLLOWS:

SECTION 1. A new Article 4 of Chapter 6 of the Code of Ordinances of the City of Ashland, Missouri, is hereby enacted as follows:

#### Article 4. TAX INCREMENT FINANCING COMMISSION

Definitions.

The following definitions apply to this division:

"Act" means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 thru 99.865, RSMo., as amended.

"Redevelopment area" means an area designated by the City in respect to which the City, after consideration and recommendation of its TIF Commission, has made a finding that there exist conditions which caused the area to be classified as a blighted area, a conservation area, an economic development area or an enterprise zone pursuant to sections

135.200 to 135.256, RSMo, or a combination thereof, which area includes only those parcels of real property directly and substantially benefited by the proposed redevelopment project.

"Redevelopment plan" means the comprehensive plan for redevelopment of a redevelopment area by the payment of redevelopment costs to reduce or eliminate those conditions, the existence of which qualified the redevelopment area as a blighted area, a conservation area, an economic development area or a combination thereof, and thereby enhance the tax base of the taxing districts which extend into the redevelopment area. Each redevelopment plan adopted shall conform to the requirements of Section 99.810 of the Act.

"Redevelopment project" means any redevelopment project within a designated redevelopment area in furtherance of the objectives of the redevelopment plan.

"*TIF Commission*" means the Tax Increment Financing Commission of the City of Ashland, Missouri.

TIF Commission established.

- (a) The Tax Increment Financing Commission of the City of Ashland, Missouri is hereby established.
- (b) The TIF Commission shall consist of eleven (11) members. Six (6) members shall be appointed by the Mayor with the consent of the Board of Aldermen. Two (2) members shall be appointed by the Board of Education of the Southern Boone County School District. Two (2) members shall be appointed by the Presiding Commissioner of Boone County, Missouri with the consent of the Boone County Commission. One (1) member shall be appointed, in any manner agreed upon by the affected districts, to represent all other districts levying ad valorem taxes within the area selected for a redevelopment project or the redevelopment area, excluding representatives of the Board of Aldermen.
- (c) Of the members first appointed by the Mayor, two shall serve terms of two (2) years, two shall serve terms of three (3) years and two shall serve terms of four (4) years. Thereafter, the members appointed by the Mayor shall serve terms of four (4) years. Vacancies shall be filled for unexpired terms in the same manner as the original appointments.
- (d) Members who are appointed by taxing districts other than the City shall serve on the TIF Commission for a term to coincide with the length of time a redevelopment project, redevelopment plan or designation of a redevelopment area is considered for approval by the TIF Commission. Such terms shall terminate upon final approval of the project, plan or designation of the area by the Board of Aldermen. If any taxing jurisdiction fails to appoint members of the TIF Commission within thirty (30) days of receipt of written notice of a proposed redevelopment plan, redevelopment project or

designation or redevelopment area, the remaining members shall proceed to exercise the power of the TIF Commission.

- (e) All members shall serve without compensation.
- (f) The TIF Commission shall elect from among its members a chair, vice-chair and secretary. Meetings of the TIF Commission shall be open to the public to the extent provided by law and a record of each meeting shall be kept. The TIF Commission shall have the authority to establish rules and procedures not in conflict with City ordinances or policies or the Act and shall meet as required to fulfill its obligations set forth in the Act.
- Aldermen as it relates to the consideration of tax increment financing proposals submitted by interested parties or initiated by any public agency in accordance with the Act. The TIF Commission shall hold public hearings and give notice pursuant to Sections 99.825 and 99.830 of the Act on proposed redevelopment plans, redevelopment projects and designation of redevelopment areas and amendments thereto. The TIF Commission shall vote on all proposed redevelopment plans, redevelopment projects and designations of redevelopment areas and amendments thereto, within thirty (30) days following completion of a hearing on any such plan, project, designation or amendment and shall make recommendations to the Board of Aldermen within ninety (90) days of a hearing referred to in Section 99.825 of the Act concerning adoption of or amendment to redevelopment plans, redevelopment projects or designation of redevelopment areas.

Procedures for bids and proposals.

The Board of Aldermen hereby adopts the following procedures for bids and proposals for the implementation of redevelopment projects:

- 1. The Board of Aldermen or the TIF Commission shall solicit proposals with respect to the implementation of proposed redevelopment projects.
- 2. Each request for proposals, or notice thereof, shall be published in a newspaper of general circulation in the City and shall be mailed to those persons or firms that the City Administrator determines might be interested in submitting a bid. Each request for proposals shall provide at least 30 days for the submission of a proposal.
- 3. Criteria for the selection of proposals will include the impact of the proposed project on the City and other taxing jurisdictions, including the projected term for which tax increment financing will be utilized. The Board of Aldermen may establish such additional criteria as it deems appropriate for the selection of bids and proposals. The Board of Aldermen or the TIF Commission shall provide reasonable opportunity for any person to submit alternative proposals or bids.

passage		This ordinance sha	all be in full f	force and effect from and after its
	PASSED this	day of	, 2019.	
			3	Gene Rhorer, Mayor
	Attest:			
	Darla Sapp, Ci	ity Clerk		
	Certified as to	correct form:		
	Jeffrey Kays, (	City Attorney		

#### THE ROLE OF THE TAX INCREMENT FINANCING COMMISSION (TIF)

In order to consider a tax increment financing proposal for a redevelopment plan, the City must create a TIF Commission of eleven members. Six members are appointed by the Mayor with the consent of the Board of Aldermen. Two members are appointed by the School District, two members are appointed by Boone County, and one member is appointed jointly by all other taxing districts. The members appointed by the Mayor serve a 4-year term (except those who are initially appointed, whose terms are staggered.) The members appointed by the school district, the county and the other taxing districts serve until the TIF Commission makes its recommendation to the City Council regarding adoption of the redevelopment plan and the redevelopment project.

The role of the TIF Commission is an advisory one. It has a function very similar to that of a planning and zoning commission. The TIF Act reserves final approval of the redevelopment plan and the redevelopment project to the Board of Aldermen. However, the TIF Act requires that the TIF Commission hold a public hearing regarding the redevelopment plan and redevelopment project that the City has under consideration. Thus, the TIF Commission is the body that initially receives input from the public, affected taxing districts, and property owners concerning the redevelopment plan and projects that are being contemplated for TIF designation by the City.

The TIF Commission must, within 30 days following the public hearing, make a recommendation to the Board of Aldermen whether or not to adopt the redevelopment plan or approve the redevelopment project. While the City Council may choose to ignore the TIF Commission's recommendation, the TIF Act prohibits any significant changes in a redevelopment plan or project after the public hearing is held. Thus, if the Board were to require any significant changes in the redevelopment plan or project, the TIF Commission would have to reconsider the changes being requested.

The TIF Commission does not supplant the normal function of the planning and zoning commission. The planning and zoning commission is still the body responsible for the review and approval of the site plan, traffic, parking, zoning, and all the requirements under the City's zoning and subdivision ordinances. The

developer will be required to proceed through all of the City's standard review processes and obtain the necessary approvals. The TIF Commission's role is to review the project concept and issues associated with the proposed TIF redevelopment plan.

Once the redevelopment plan is adopted and any redevelopment projects provided for therein are approved by the Board of Aldermen, the role of the TIF Commission becomes dormant until another TIF redevelopment project is proposed in the City or changes in an existing redevelopment project or redevelopment area are proposed.



## City of Ashland

109 East Broadway, Ashland, Missouri 65010

**Department Source: Police** 

To: Board of Alderpersons

From: Chief Woolford

**Board Meeting Date:** October 15,2019

Re: Parking Restrictions

<u>EXECUTIVE SUMMARY:</u> High School Activities (sports specifically) attendance causes overflow parking to bleed onto Martha Crump Drive at the entrance to Palomino Subdivision at the Main Street intersection. This restricts the roadway width to prevent the passage of fire and ambulance apparatus.

<u>DISCUSSION:</u> Sporting event attendees have found it convenient to park on Martha Crump Drive at the entrance to Palomino Subdivision when attending football games. Martha Crump drive does not have sufficient width to allow parking along the curbs and accommodate the passage of fire and ambulance apparatus. Parking should not be allowed at the entrance to this subdivision at the North Main Street intersection.

#### **FISCAL IMPACT:**

Short Term Impact (cost proposed legislation the next 2 years): \$N/A

Long Term Impact: \$N/A

<u>SUGGESTED BOARD ACTION:</u> Authorize the posting of No Parking Signs and yellow curb painting for the first 200 feet of Martha Crump, on the north and south sides of the street, west of Main Street.

# AN ORDINANCE AMENDING CHAPTER 20, TRAFFIC CODE, SCHEDULE III. PARKING RESTRICTIONS OF THE CODE OF THE CITY OF ASHLAND

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI, AS FOLLOWS:

Section 1. Chapter 20, Schedule III: Parking Restrictions:

The Board of Aldermen hereby establishes No Parking on the following street:

Martha Crump Drive- the first 200 feet on the north and south sides of the street, west of Main Street

	Section 2. The	City Traffic E	ngineer shall have	the signs installed and yellow curb painted.
Γ	Dated this	_ day of	, 2019.	
Attest:				Gene Rhorer, Mayor
Darla Sa	pp, City Clerk			
Certified	as to correct f	orm:		
Jeffrey K	Lays, City Atto	rney		



## City of Ashland

109 East Broadway, Ashland, Missouri 65010

**Department Source: Police** 

To: Board of Alderpersons

From: Chief Woolford

**Board Meeting Date: October 15,2019** 

Re: Budget Amendments

**EXECUTIVE SUMMARY:** Budget line amendments for the police department.

<u>DISCUSSION:</u> Over the spring/summer, the police department experienced two resignations. This reduced the total full time staffing from 8 to 6 Officers, to include the Chief and Deputy Chief. The hiring and training process, along with specialized investigations and vacation coverage have depleted the originally budgeted overtime line item, which is traditionally based on past experience. The resignations and criminal investigations were unforeseeable during the budget process in February/March.

#### **FISCAL IMPACT:**

Short Term Impact (cost proposed legislation the next 2 years): \$N/A – reassignment of funds from one budget line to another, within the overall police budget

<u>SUGGESTED BOARD ACTION:</u> Move \$2,000 from the "Reserve Officers" (10-15-5005) fund line to the "salaries overtime" (10-15-5001) fund line. Move an additional \$500 from the "Reserve Officers" (10-15-5005) fund line to the "small equipment" (10-15-5815) fund line. The small equipment fund line covers needed equipment for new employees (whistles, batons, tasers, body cameras)

### ORDINANCE NO.

# AN ORDINANCE AUTHORIZING THE APPROPRIATION OF FUNDS TO CERTAIN ACCOUNTS WITHIN THE FISCAL YEAR 2020 BUDGET

WHEREAS, the Board of Aldermen beginning May 1, 2019; and	n has reviewed the expenditures for the fiscal year budget
WHEREAS, unforeseen circumstan sufficient.	nces have arisen and the budget estimation accounts are not
THEREFORE, BE IT ORDAINED ASHLAND, MISSOURI AS FOLL	BY THE BOARD OF ALDERMEN OF THE CITY OF OWS:
Section 1. The Board of Aldermen marked as Exhibit "A" hereto and m	hereby authorizes funds to be appropriated as attached and nade as if fully set forth herein.
Section 2. The Board further instruction this ordinance.	ets the City Treasurer to make the appropriations as set forth
Section 3. This ordinance shall be i	n full force and effect from and after its passage.
Dated thisday of	, 2019.
	Gene Rhorer, Mayor
Attest:	
Darla Sapp, City Clerk	
Certified as to correct form:	
Jeffrey Kays, City Attorney	

ACCOUNT NUMBER	TITLE	YTD BALANCE	CURRENT BUDGET	PROPOSED Change	PROPOSED BUDGET	NEW Budget
10-15-5001	SALARIES-OVERTIME	4,980.30	4,000.00	2,000.00	6,000.00	6,000.00
10-15-5005	RESERVE OFFICERS	943.90	6,500.00	2,500.00-	4,000.00	4,000.00
10-15-5007	OFF DUTY EMPLOYMENT	1,175.00	1,390.00	•	7.5.5.5.5	1,390.00
10-15-5010	PAYROLL TAXES	12,048.02	36,000.00			36,000.00
10-15-5020	LAGERS	8,905.46	20,000.00			20,000.00
10-15-5030	HEALTH INSURANCE	23,865.08	47,000.00			47,000.00
10-15-5040	WORK COMP INSURANCE	19,800.00	19,800.00			19,800.00
10-15-5105	POLICE HIRING	.00	.00			.00
10-15-5110	UNIFORMS/EQUIPMENT	1,837.04	3,000.00			3,000.00
10-15-5112	AMMUNITION	67.00	1,000.00			1,000.00
10-15-5113	SPECIAL EQUIPMENT	396.00	1,000.00			1,000.00
10-15-5115	PROF. TRAINING/MILEAGE	239.53	1,500.00			1,500.00
10-15-5120	PROF. MEMBERSHIPS	40.00	250.00			250.00
10-15-5125	PERSONAL SAFETY EQUIPMENT	.00	1,000.00			1,000.00
10-15-5240	MISCELLANEOUS EXPENSE	1,749.16	2,500.00			2,500.00
10-15-5300	BUILDING MAINTENANCE & IM	432.31	2,000.00			2,000.00
10-15-5305	UTILITIES	1,508.77	4,000.00			4,000.00
10-15-5360	TELEPHONE	3,164.95	5,000.00			5,000.00
10-15-5380	SERVICE AGREEMENTS	11,382.34	22,613.00			22,613.00
10-15-5420	VEHICLE & EQUIPMENT MAINT	4,791.66	17,000.00			17,000.00
10-15-5425	VEHICLE & EQUIPMENT FUEL	9,181.90	18,000.00			18,000.00
10-15-5638	ADVERTISING	.00	.00			.00
10-15-5640	DRUG AND ALCOHOL TESTING	.00	100.00			100.00
10-15-5670	OFFICE & PRINTING SUPPLIE	850.05	3,000.00			3,000.00
10-15-5680	POSTAGE	1,000.00	1,000.00			1,000.00
10-15-5810	CAPITAL EQUIPMENT	362.00	500.00			500.00
10-15-5815	SMALL EQUIPMENT	546.27	500.00	500.00	1,000.00	1,000.00
	DIFFERENCE	109,266.74	218,653.00		11,000.00	218,653.00
	PR00F	109,266.74	218,653.00	=======================================	11,000.00	218,653.00

### AN ORDINANCE GRANTING AN EASEMENT TO SPECTRUM MID-AMERICA, LLC

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI AS FOLLOWS:

Section 1. The Board of Aldermen authorizes the Mayor, Gene Rhorer, to execute and easement to Spectrum Mid-America, LLC. The legal description of the easement is attached in Exhibit A and made part of this ordinance.

Section 2. Spectrum Mid-America, LLC is hereby authorized and directed to cause a copy of the easement to be recorded in the office of the Boone County Recorder of Deeds, Columbia, Missouri.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Dated this	day of	, 2019.
		Gene Rhorer, Mayor
Attest:		
Darla Sapp, City Clerk		,
Certified as to correct form:		
Jeffrey Kays, City Attorney	<del></del>	

Return to:

Charter Communications 941 Charter Commons Drive Town and Country, MO 63017

Attn: Area Vice President

#### **GRANT OF EASEMENT**

THIS EASEMENT AGREEMENT is entered into as of August 14, 2019 by and between City of Ashland ("Grantor"), and SPECTRUM MID-AMERICA, LLC ("Operator").

### THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. GRANT OF EASEMENT. For valuable consideration in the amount of (\$0.00), the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Operator, its successors and assigns, an irrevocable, unrestricted easement to the Property or portion thereof (as defined in Section 2) for the installation, maintenance, operation, improvement, removal and repair of cable television system and other communications facilities, including, without limitation, lines, cables, amplifiers, nodes, utility cabinets, and other electronic equipment (the "Facilities"). Grantor hereby agrees that the Facilities shall remain the property of Operator, and are removable at Operator's option. The easement shall include the right of ingress and egress to the Property for the purpose of installation, maintenance, operation, improvement, removal and repair of the Facilities during normal working hours or any other time, day or night, in the event of an emergency situation which, in Operator's reasonable determination, affects the normal operation of the cable system. Grantor warrants that he has title to the Property and that Operator shall have peaceable enjoyment of such easement.
- **2. PROPERTY.** Grantor's property (the "Property") is situated in the City of Ashland, County of Boone, State of Missouri (the "Community"), with a street address of "Highway 63 & Y". A legal description of the Property in which the easement has been granted is set forth on Exhibit A, which is attached hereto and by reference made a part hereof.
- 3. <u>REPAIR</u>. Operator shall repair to the reasonable satisfaction of Grantor any structure, fence, paving, landscaping or other part of the Property which is altered or damaged during the installation, maintenance, repair or removal of the Facilities in the easement.

- **ASSIGNMENT.** Operator may assign this Easement Agreement to any entity or individual that is a successor to Operator as a cable communications franchisee in the Community. No consent to such assignment is required from Grantor.
- 5. TERM. This Easement Agreement shall remain in full force and effect for so long as Operator (or its successors-in-interest) holds a cable communications franchise or other right to provide communications services in the Community. In the event of a dispute as to the termination date of a franchise, this Easement Agreement shall remain in force until such dispute is finally resolved. The grant of this easement is not conditioned upon the provision of cable communications service to the Property. Non-use or a limited use of this easement shall not prevent Operator from later making full use of the easement. This Easement Agreement may be terminated and abandoned by Operator upon the giving of sixty (60) days prior written notice to Grantor and after a reasonable opportunity is provided to remove the Facilities from the Property. Upon such termination and removal, Operator shall record such documents as are necessary to abandon the easement.
- 6. NON-INTERFERENCE. Grantor, for himself, his heirs, successors and assigns, covenants that the Property shall not be used in any manner which might interfere with or damage the Facilities, or which might interfere with the maintenance, operation or removal of the Facilities.
- 7. <u>BINDING</u>. The provisions and covenants contained in this easement shall run with the land and shall bind and inure to the benefit of the respective successors-in-interest of the parties hereto.
- **8. RECORDATION.** Upon completion of the installation of the Facilities on the Property, Operator may record this Easement Agreement in the real property records of the county or other local government where the Property is located.
- **9. NOTICE.** All notices to be given by one party to this Easement Agreement to the other party hereto shall be in writing, by certified mail to the following addresses:
  - (i) If to Grantor: City of Ashland 109 East Broadway – PO Box 135 Ashland, MO 65010
  - (ii) If to Operator:
    Spectrum Mid-America, LLC
    941 Charter Commons Drive
    Town and Country, MO 63017
    Attn: Area Vice President

with a copy to: Spectrum Mid-America, LLC

12405 Powerscourt Drive St. Louis, Missouri 63131 Attn: Legal Operations 10. <u>FURTHER DOCUMENTS.</u> Grantor will execute any and all further documents which Operator reasonably requests to assure that Operator has the rights granted in this easement.

**IN WITNESS WHEREOF,** the parties have executed this Easement Agreement as of the date first written above.

GRANTOR:	OPERATOR:
	SPECTRUM MID-AMERICA, LLC By: Charter Communications, Inc., Its Manager
Ву:	Ву:
Name:Title:	Name:Title:

### **ACKNOWLEDGEMENTS**

STATE OF MISSOURI
COUNTY OF
On this day personally appeared, (name) to me known, to be the, (name) to me known, to be the
GIVEN under my hand and official seal this day of, 2019.
Notary Public
My commission expires:
STATE OF MISSOURI
COUNTY OF
On this day personally appeared ROBERT BURTON, to me known, to be the AREA VICE PRESIDENT of SPECTRUM MID-AMERICA, LLC, who executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.
GIVEN under my hand and official seal this day of 2019.
Notary Public
My commission expires:

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#### **EXHIBIT A**

Attached to and Forming a Part of
Easement Agreement
between
CITY OF ASHLAND, as Grantor
and
SPECTRUM MID-AMERICA, LLC, as Operator

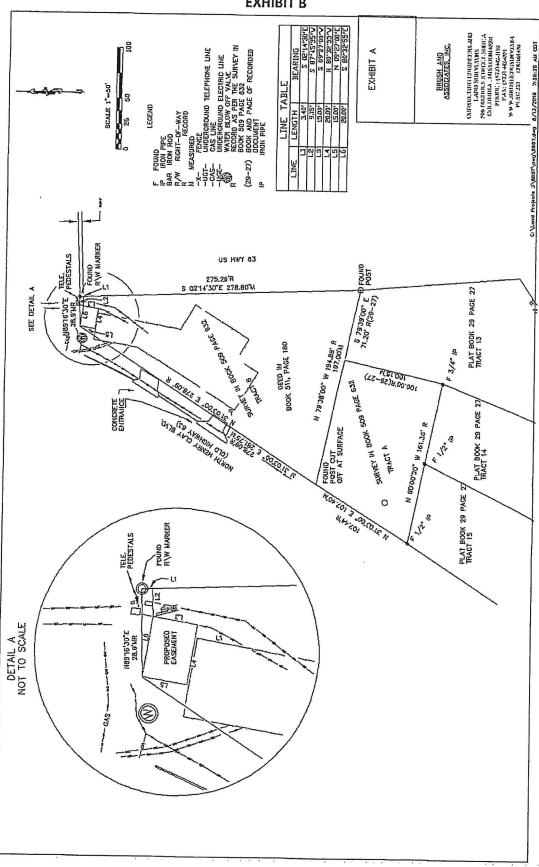
#### Legal Description

AN EASEMENT LOCATED ON A TRACT IN THE SOUTH EAST QUARTER OF SECTION 10, TOWNSHIP 46 NORTH, RANGE 12 WEST AND BEING A PART OF TRACT B AS SHOWN BY THE SURVEY IN BOOK 509 PAGE 632, ALSO BEING A PART OF THE TRACT DESCRIBED BY THE DEED IN BOOK 511 PAGE 180 ALL OF THE BOONE COUNTY RECORDS. SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

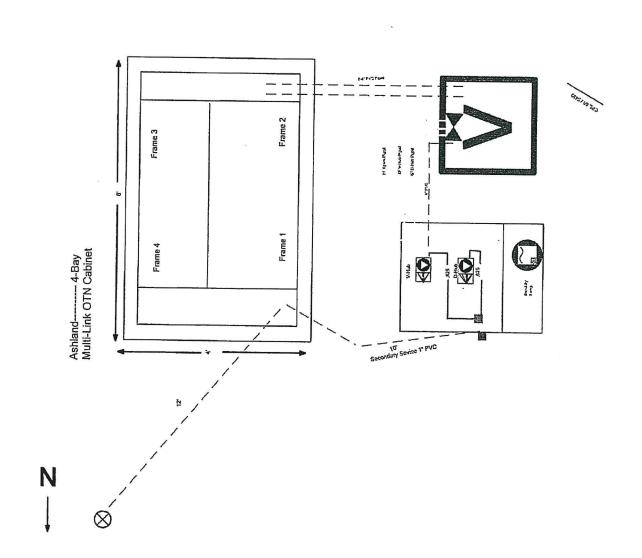
STARTING AT THE NORTH EAST CORNER OF SAID TRACT B; THENCE WITH THE EAST LINE OF SAID TRACT B S 02°14'30"E, 3.40 FEET; THENCE LEAVING THE EAST LINE OF SAID TRACT B S 87°45'35"W, 9.15 FEET TO THE POINT OF BEGIINNING:

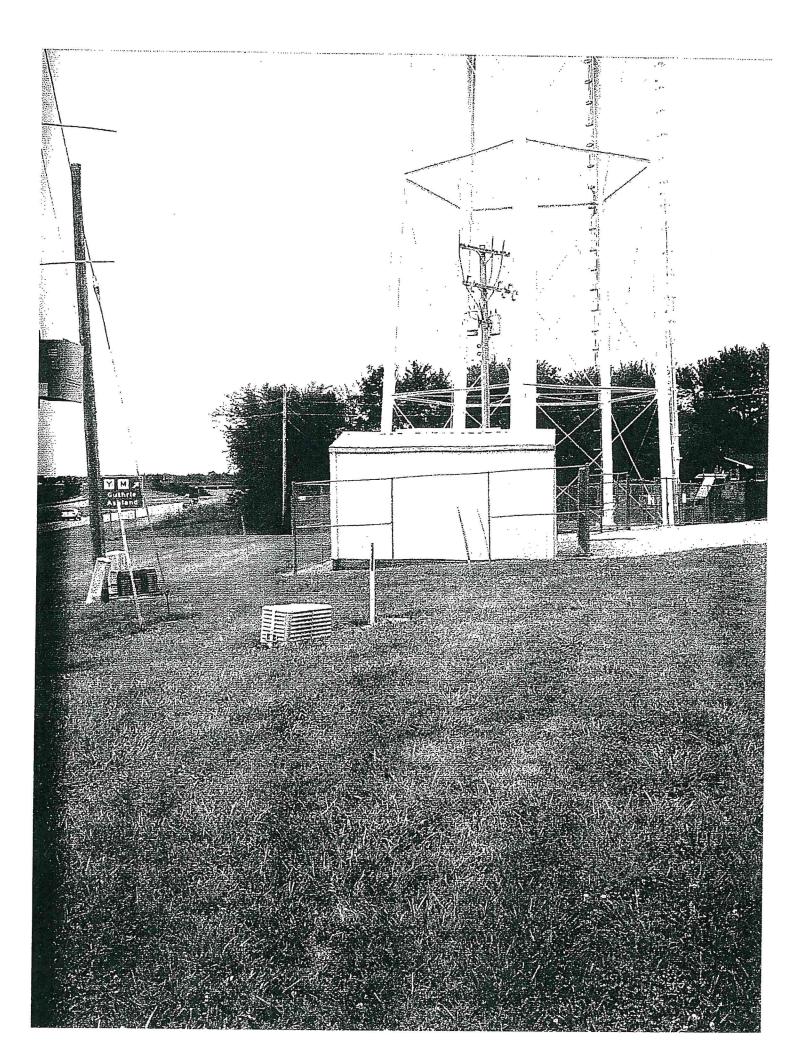
THENCE FROM THE POINT OF BEGINNING S 09°27'00"W, 15.00 FEET; THENCE N 80°32'55"W, 20.00 FEET; THENCE N 09°27'00"E, 15.00 FEET; THENCE S 80°32'55"E, 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 300 SQUARE FEET.

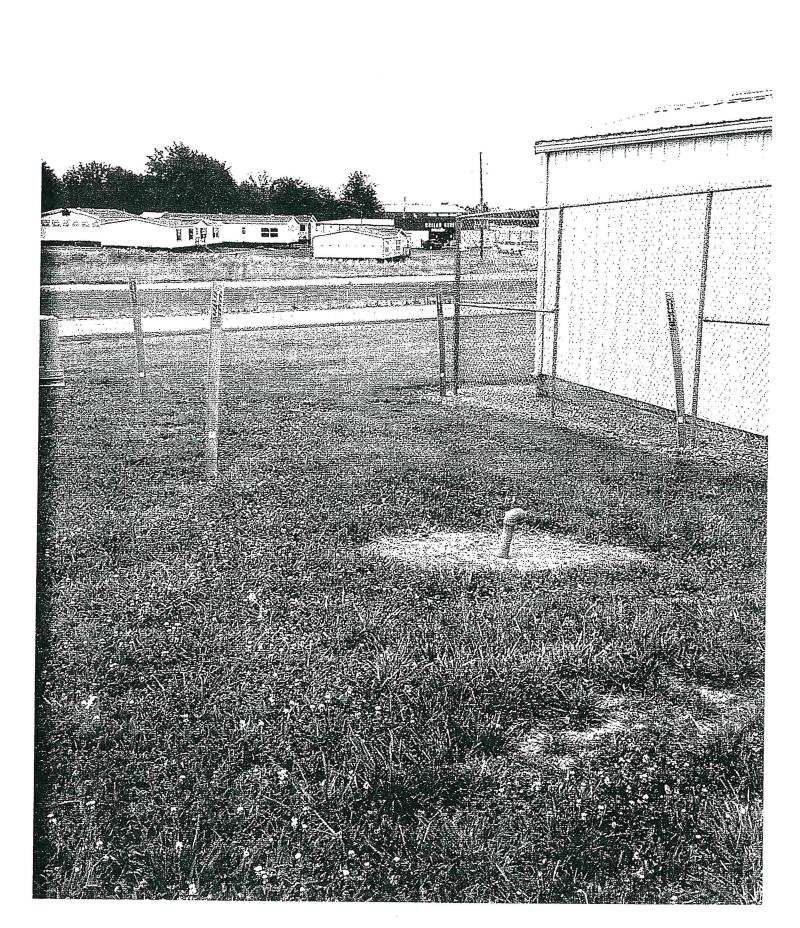
**EXHIBIT B** 

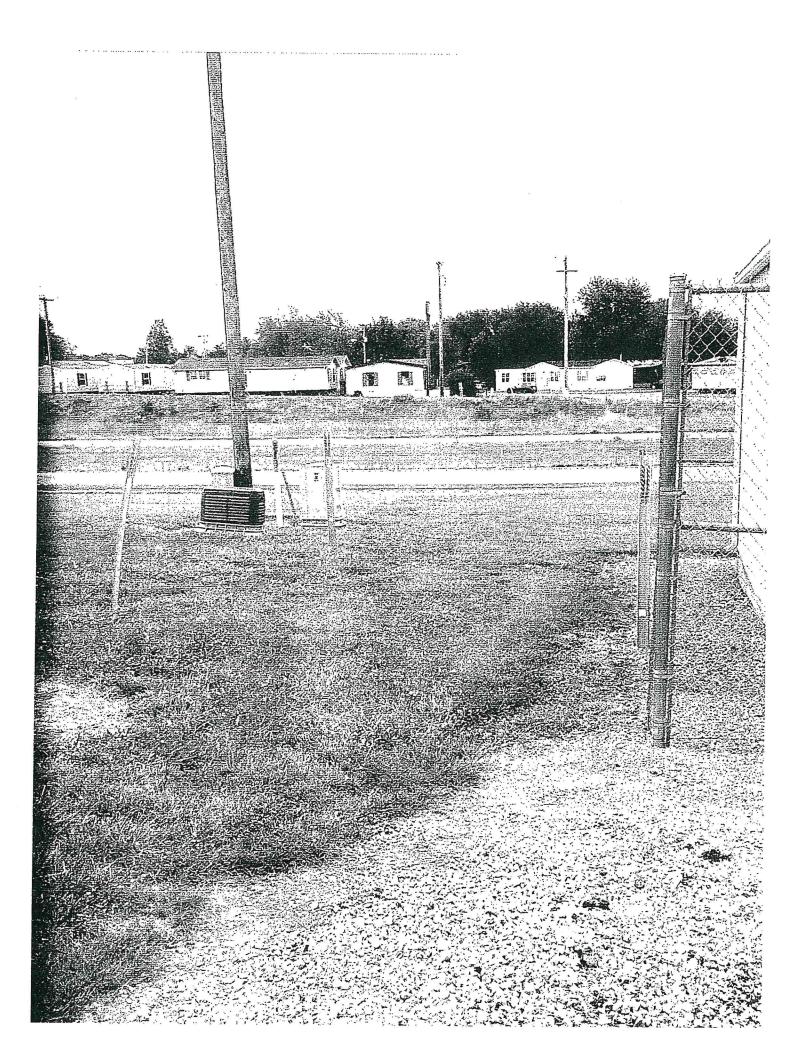


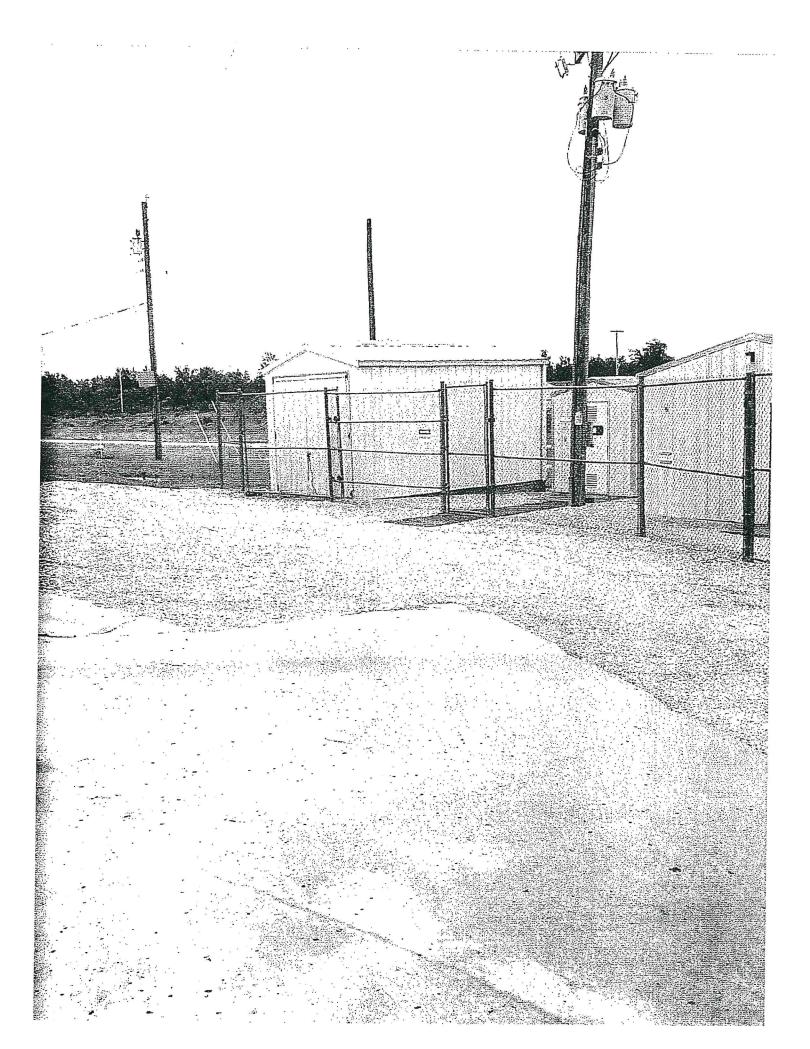












### **Public Works Report**

# Ashland City Council Meeting 10/15/2019

### **Completed Projects**

- Park restroom remodel
- Dog Park benches and waste station installed
- City wide mowing duties estimated to end within next 2 weeks for year

#### **In Progress Projects**

- Main & Broadway Storm Water Repairs
  - Changes proposed to reroute around existing infrastructure
- Main St Sidewalk Project
  - Nearing completion of concrete
  - Have begun grading work
- 800 Block S Henry Clay Blvd Roadway Repairs
  - Cuts have been made
  - $\circ$  Repairs planned to be completed by end of day on 10/11/19

### **Upcoming Projects**

- Loy Martin Rd gravel repair/maintenance
- Storm Water repairs in 100 block E Liberty Ln
  - Issues with backyard pooling and drainage
- Seasons Ridge curb, sidewalk, and storm water drainage repairs
- Sarah Dr bridge repairs
  - o Significant concrete failure of bridge deck and abutments
  - o Will need engineering