

**A SPECIAL ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR SIGN PROGRAM PARTICIPATION.**

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

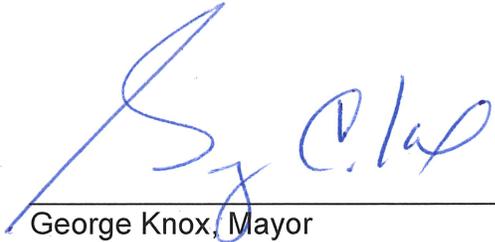
**Section 1.** The Sign Program agreement between the City of Nevada, Missouri, and the Missouri Highways and Transportation Commission, attached hereto and incorporated herein by reference is hereby approved.

**Section 2.** The Mayor is authorized and directed to execute the same in behalf of the City of Nevada, Missouri, and is authorized to take all reasonable steps necessary to comply with the terms of the agreement.

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

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Nevada, Missouri, this 18th day of February, 2020.

(seal)  
ATTEST:

  
\_\_\_\_\_  
George Knox, Mayor

  
\_\_\_\_\_  
Johnna Williams, City Clerk

**AGENDA ITEM**  
February 4, 2018

Subject: MoDOT Sign Program Agreement

Department: Tourism

The attached ordinance will approve an agreement with MoDOT for sign placements on I-49 commemorating the 2010 Nevada High School State Softball Champions.

## NEVADA R-5 SCHOOL DISTRICT

SUPERINTENDENT  
DR. TYSON BESHORE

ADMINISTRATIVE OFFICES  
811 WEST HICKORY STREET  
NEVADA, MISSOURI 64772

ASSISTANT SUPERINTENDENT  
MRS. JODIE McNELEY

TELEPHONE: 417-448-2000  
FAX: 417-448-2006

January 27, 2020

Dear Nevada City Council Members,

The Nevada R-5 School District would like to ask for your support for the possibility of placing a sign on I-49 celebrating our 2010 State Championship Softball team on their 10-year anniversary. As you travel throughout our wonderful state, you notice signs like these in other communities and I feel this is a perfect time to add this wonderful achievement for our community, school district, and most importantly, our student athletes on that team. As always, thank you for your continued support of our district, students, staff, and community.

Sincerely,



Dr. Tyson Beshore  
Superintendent of Schools

Date of Installation: \_\_\_\_\_  
Type of Installation:  New  Revised  
MoDOT District No.: **Southwest**  
MoDOT Agreement Administrator: Randy Morris, PE  
eAgreement No.: (insert eAgreement No.)

CCO Form: TR15  
Approved: 02/95 (MLH)  
Revised: 06/19 (GH)  
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
AGREEMENT FOR SIGN PROGRAM PARTICIPATION PAID BY APPLICANT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and **City of Nevada** (hereinafter, "Applicant"), whose address is

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WITNESSETH:

WHEREAS, Applicant requests that the Commission install and maintain certain signs further described below in **Vernon** County, Missouri for in the general vicinity of **city limits on IS-49**; and

WHEREAS, the Commission is willing to approve the Applicant's request subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) LOCATION AND DISPLAY: The Applicant hereby requests that the Commission construct, install and maintain sign(s) which will:

- guide motorists to a Qualified Post Secondary Educational Facility
- guide motorists to a Qualified Major/Minor Traffic Generator
- guide motorists to a State/Federal Public Use Area
- guide motorists to a Hospital with 24 Hour Emergency Care
- guide motorists to a Welcome Center Affiliate
- guide motorists to a Missouri Correctional Facility
- guide motorists on a designated route/trail
- display Custom City/County Limits Sign with Logo
- display City/County Accomplishment Plaque
- Other:

which is located primarily in **Vernon** County(ies).

The sign(s) will read as displayed in Exhibit A and the sign(s) will be erected as illustrated in Exhibit B.

Said signs will be displayed:  Year round  
 Seasonally  
from \_\_\_\_\_ to \_\_\_\_\_

If the sign(s) is/are to be displayed seasonally, the Commission will cover the sign(s) or will show the facility is closed on the sign during periods of non-use.

(2) PAYMENT: If this request is approved, the Applicant agrees to pay a **total sum of \$ 2000.00** prior to the installation of such signs. If the Applicant fails to make the payment

prior to installation, the Commission may cancel this Agreement. The payment is nonrefundable. The payment covers the Commission's cost to construct, install, maintain, and, if the sign is damaged beyond repair or stolen, replace the sign(s) for a period of ten (10) years from the date of installation of the signs indicated above. The Agreement will not be extended by the number of days that a sign is not erect and the Applicant will not be reimbursed for any time that the sign is not standing regardless of the reason. Payment for subsequent ten (10) year periods will be determined and made payable at the beginning of such periods. Payment not received within the time specified on the invoice will be reason for the Commission to remove the sign. The sign(s) is at all times the property of the Commission.

(3) NO INTEREST: Upon erection, the signs shall be the property of the Commission. By paying for the cost of these signs and their placement on Commission right of way, the Applicant gains no property interest in the signs or in the Commission's right of way. The Commission shall not be obligated to keep the sign(s) in place if the Commission, in its sole discretion, determines removal or modification of the sign(s) is in the best interests of the state highway system or the Commission.

(4) COMMISSION'S RESPONSIBILITIES: The Commission may modify said sign(s) when necessary to comply with changed standards that might be promulgated or adopted. It is further understood that the Commission may permanently remove the sign(s) at any time, in its sole discretion, for any reason whatsoever, including for the convenience of the Commission or if the Commission determines removal is required for a highway or transportation project. In the event the Commission removes the sign pursuant to the terms of this Agreement, the Commission will not refund any portion of the original payment from the Applicant.

(5) APPLICANT'S REPRESENTATIVE: The Applicant's **Mayor** is designated as the Applicant's representative for the purpose of administering the provisions of this Agreement. The Applicant's representative may designate by written notice other persons having the authority to act on behalf of the Applicant in furtherance of the performance of this Agreement. All Notices or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

**George Knox, Mayor  
City of Nevada  
110 S Ash St  
Nevada, MO**

(6) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(7) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Applicant.

(8) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(9) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(10) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

- (A) Exhibit A: Sign Display Detail
- (B) Exhibit B: Sign Location Layout

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Applicant the 18<sup>th</sup> day of February, 2020.

Executed by the Commission the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

City of Nevada

By \_\_\_\_\_

By [Signature]

Title \_\_\_\_\_

Title Mayor

ATTEST:

ATTEST:

\_\_\_\_\_

By [Signature]

Secretary to the Commission

Title Deputy City Clerk

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

- Copies:     Applicant
- District
- Traffic Division
- Commission Secretary

EXHIBIT A  
 Sign Display Detail  
 Attach and Number Additional Sheets if Necessary

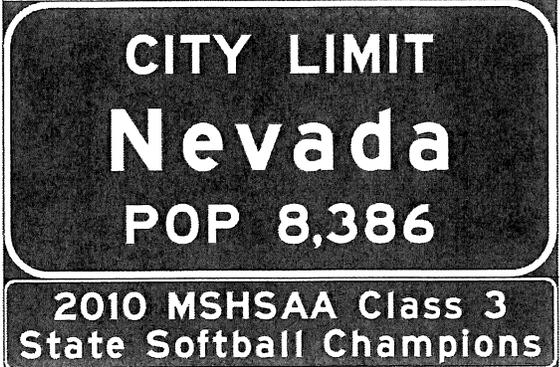
Sign No:	1	Size:	72" x 12"	Quantity:	2	Sign No:	2	Size:		Quantity:	
 <p style="text-align: center; margin-top: 10px;"><b>\$1,000.00 per Plaque</b></p>											

EXHIBIT B  
Sign Location Layout



Location of Nevada City limit signs and Accomplishment signing  
LM 98.6 and LM 104.8