

RESOLUTION NO. 1499

A RESOLUTION OF THE CITY OF NEVADA, MISSOURI AUTHORIZING THE CITY MANAGER TO EXECUTE A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AGREEMENT FOR SIGNAGE ON AUSTIN BLVD.

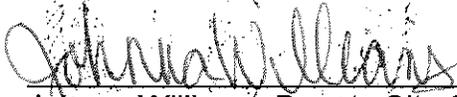
WHEREAS, The City of Nevada requests approval from the Commission to install and maintain Police and Fire directional Signs along Austin Blvd,

WHEREAS, The City Manager and City Clerk are hereby authorized and directed to execute said agreement on behalf of the City of Nevada, Missouri, and to affix the municipal seal thereto and attest the same.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Missouri that the application is hereby approved.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Nevada, Missouri, this 19th day of September, 2017

(seal)
ATTEST:


Johanna Williams, Deputy City Clerk


Brian L. Leonard, Mayor

AGENDA ITEM
September 19, 2017

Subject: MoDot Agreement for Police & Fire Directional Sign installation

Department: Administration

The attached resolution will grant approval for the City of Nevada to install Fire & Police directional signs along Austin Blvd.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AGREEMENT FOR SIGNING INSTALLED AND MAINTAINED 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 110 S Ash Street, Nevada MO 64772.

WITNESSETH:

WHEREAS, Applicant requests approval from the Commission to install and maintain certain signs further described below in Vernon County, Missouri in the general vicinity of **US 54 at S Ash St and S Adams St**; 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 allow Applicant to construct, install and maintain the following sign(s):

- Blue Star Marker(s)
- Buckle-Up Signs(s)
 - Community Awareness Sign(s)
 - DARE Sign(s)
 - Drug Free School Zone Sign(s)
 - Tree City USA Sign(s)
 - Disaster Resistant Community Sign(s)
 - Storm Ready Community Sign(s)
 - Other Community Awareness Sign(s) approved by the Commission's State Traffic Engineer
 - Local Reference Signs
 - City Hall/County Courthouse Signs(s)
 - Police Station/Fire Department Sign(s)
 - City/County Park Sign(s)
 - Library Sign(s)
 - Recycle Center Sign(s)
 - Compost Site Sign(s)
 - Other Local Reference Sign(s) approved by the Commission's State Traffic Engineer
- Bus Stop/Mass Transit Sign(s)
- Neighborhood Watch Sign(s)
- Noise Ordinance Sign(s)
- Other sign(s) approved by the Commission's State Traffic Engineer

(A) The sign(s) design will follow the guidelines and regulations of the *Federal Manual on Uniform Traffic Control Devices* (MUTCD) and the Commission's *Signing Manual* for size, color and reflectorization. The sign(s) shall read as displayed in Exhibit A.

(B) The sign(s) will be generally located as illustrated in Exhibit B. The Commission will approve final location prior to installation.

(C) The signs will be displayed:

Year round

Seasonally

from _____ to _____

If the sign(s) is/are to be displayed seasonally, that the Applicant shall cover or remove the sign(s) during periods of non-use.

(2) INSTALLATION: The signs shall be installed on a post supplied by the applicant and shall not be attached to Commission's pole or traffic control devices. The post shall include a breakaway post assembly, in accordance with Commission requirements. The Applicant shall provide plans with the specific location details of the sign installation for approval by the Commission prior to installation. All costs associated with this installation shall be borne by the Applicant.

(3) TRAFFIC CONTROL: All work zone signs and traffic control devices to be used during installation and maintenance shall be in accordance and comply with the latest revision of the *Manual on Uniform Traffic Control Devices for Streets and Highways* or as directed by the District Engineer or his authorized representative

(4) PERMIT: Before beginning installation work, the Applicant shall secure a permit from the Commission's District Engineer for the installation of the proposed sign(s). The Applicant shall comply with any additional requirements placed on the issuance of the permit by the District Engineer. The Applicant may provide written authority to the Commission's District Engineer enabling its contractor to obtain the permit as an agent for the Applicant. If required, separate permit(s) for future maintenance will be issued.

(5) COSTS: If this request is approved, all costs associated with the construction, installation, maintenance, or relocation of the sign(s), including, but not limited to work zone signing and traffic control during construction will be borne entirely by the Applicant, with no cost incurred by the Commission. In the event the Commission incurs any costs in association with the performance of this Agreement, the Applicant shall reimburse the Commission for those costs.

(6) HIGHWAY SPECIFICATIONS: All work done pursuant to this Agreement shall be in accordance with applicable portions of the latest editions of the *Missouri Highways and Transportation Commission's Standard Specifications for Highway Construction* and the *Standard Plans for Highway Construction*. The Applicant shall provide a copy of its contractors certification of material used to the Commission.

(7) MAINTENANCE: Applicant shall maintain signs following the guidelines of the *Federal Manual on Uniform Traffic Control Devices* (MUTCD) and the Commission's *Missouri Signing Manual* for reflectivity, alignment, and placement. The Commission may request maintenance of the signs by the Applicant, at the Applicant's expense, and the Applicant shall promptly comply with the Commission's request for maintenance of the signs. Failure by the Applicant to complete requested maintenance within 14 calendar days from Commission's request shall be grounds for removal of all signs installed by the Applicant.

(8) MAINTENANCE BY APPLICANT WITHIN COMMISSION RIGHT OF WAY: In order to coordinate maintenance activities on the sign(s), the Applicant shall notify the Commission either by telephone, telefax, or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the Commission's District Engineer or a designated assistant, and shall include the location and nature of the work to be performed. Any maintenance activities done by the Applicant which involves closing one or more of the through lanes, affects the safety of the traveling public, or which will cause permanent changes to the configuration of the improvement, may require a permit from the Commission. The Applicant will be informed of whether or not a permit is required at the time the Applicant notifies Commission of the proposed maintenance activities. The Applicant shall comply with any additional condition placed upon the issuance of the permit.

(9) REMOVAL:

(A) If the Applicant fails to comply with the provisions stated herein regarding the maintenance responsibilities, the Commission may remove the sign(s).

(B) If the Commission, in its sole discretion, determines that the sign(s) is no longer justified, the Commission may remove the sign(s).

(C) If the Commission, in its sole discretion, determines that the sign(s) should be removed or eliminated as part of a highway or transportation project, the Commission may remove the sign(s).

(D) If the Commission, in its sole discretion, determines that the removal of the sign(s) from the Commission's right of way is in the best interests of the state highway system, the Commission may remove the sign(s).

(E) If the Commission removes the sign(s) in accordance with any provision of this Agreement, the Commission will not reimburse the Applicant for the cost or value of the sign(s).

(10) APPLICANT'S RESPONSIBILITIES: The Commission may request the Applicant modify the sign(s) when necessary to comply with changed standards that might be promulgated or adopted at the Applicant's cost and Commission may request the Applicant to relocate the signs to accommodate the need to install signs the Commission, in its sole discretion, deems more appropriate at the Applicant's cost. Should the Commission make either request, the Applicant shall comply with the Commission's request within 14 calendar days.

(11) APPLICANT'S REPRESENTATIVE: The Applicant's City Manager 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:

JD Kehrman
City Manager
110 S Ash St
Nevada MO 64772
Phone: 417-448-5509

(12) 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.

(13) INDEMNIFICATION: The Applicant shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Applicant's performance of its obligations under this Agreement.

(14) NO INTEREST: By placing and maintaining signs on the Commission's right of way, the Applicant gains no property interest in 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.

(15) 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.

(16) 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.

(17) 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.

(18) 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; Execution and Signature Page Follows]

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

Executed by the Applicant the 19th day of September, 20 .

Executed by the Commission the 13th day of October, 2017.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

City of Nevada

By Nicole Kaler Hood

By [Signature]

Title State Highway Safety and Traffic Engineer

Title City Manager

ATTEST:

Secretary to the Commission

ATTEST:

By [Signature]

Title Deputy City Clerk

Approved as to Form:

Commission Counsel

Copies: Applicant
 District
 Highway Safety and Traffic Division
 Commission Secretary

EXHIBIT A
Sign Display Detail

Attach and Number Additional Sheets if Necessary

Sign No:	1	Size:	24" x 24"	Quantity:	1	Sign No:	2	Size:	24" x 24"	Quantity:	1
											
Sign No:	3	Size:	24" x 24"	Quantity:	1	Sign No:	4	Size:	24" x 24"	Quantity:	1
											

EXHIBIT B
Sign Location Layout



Location of Fire and Police Department Directional Signs