

BILL NO. 59-14

ORDINANCE NO. 2190

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND THE CITY OF WARRENTON, MISSOURI FOR SIGNAGE INSTALLED AND MAINTAINED BY COMMISSION TO DISPLAY AN ACCOMPLISHMENT PLAQUE.

WHEREAS, on October 7, 2014 the Board of Aldermen of the City of Warrenton voted to authorize the Mayor to enter into an agreement with the Missouri Highways and Transportation Commission for signage installed and maintained by Commission to display a City/County accomplishment plaque; and

WHEREAS, the Missouri Highways and Transportation Commission requires that said agreement be authorized by passage of an ordinance.

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

SECTION I. That the City of Warrenton, Missouri enter into an agreement with Missouri Highways and Transportation Commission under the terms and conditions as set forth in the contract attached hereto and made a part of this Ordinance by reference.

SECTION II. That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract and to do all things necessary to complete this transaction.

SECTION III. All Ordinances or parts of ordinances in conflict with the Ordinance are hereby repealed.

SECTION IV. This Ordinance shall take effect and be in full force from and after the passage and approval thereof.

READ TWO TIMES AND PASSED by the Board of Alderman of the City of Warrenton, Missouri, this 7th day of October, 2014.

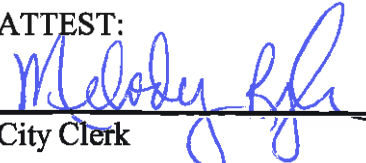


President of the Board of Aldermen

APPROVED BY THE MAYOR of the City of Warrenton, Missouri, this 7th day of October, 2014.



Mayor

ATTEST:


City Clerk

CCO Form: TR15
Approved: 02/95 (MLH)
Revised: 05/11 (ASB)
Modified:

Date of Installation: _____
Type of Installation: New Revised
MoDOT District Number: NE
MoDOT Contract Administrator: Rob Frese

**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 The City of Warrenton (hereinafter, "Applicant"), whose address is 200 West Booneslick Warrenton, MO 63383.

WITNESSETH:

WHEREAS, Applicant requests that the Commission install and maintain certain signs further described below in Warren County, Missouri for The City of Warrenton in the general vicinity of Warrenton City Limits on Interstate 70 East/West; 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 Warren 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 \$2,000.00** 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 Public Works Director 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:

**Guy Gevers
Public Works Director
City of Warrenton
200 West Booneslick
Warrenton, MO 63383
Telefax No.: 636-456-1336**

(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

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

Executed by the Applicant the 21st day of October, 2014.

Executed by the Commission the _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

APPLICANT

By _____

By Jerry S. Dyer

Title _____

Title Mayor

ATTEST:

ATTEST:

Secretary to the Commission

By Melody Ruff

Title 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:	84" x 12"	Quantity:	2	Sign No:	2	Size:		Quantity:	
 <p align="center">CITY LIMIT Warrenton POP 7,880</p> <p align="center">Home of Ashley Bauer 2013 Missouri State Fair Queen</p> <p align="center">Home of Hanna Keene 2014 Missouri State Fair Queen</p> <p align="center">\$1,000.00 per 2014 Plaque (No Cost for Existing 2013 Plaques)</p>											
Sign No:	3	Size:		Quantity:		Sign No:	4	Size:		Quantity:	
Sign No:	5	Size:		Quantity:		Sign No:	6	Size:		Quantity:	

EXHIBIT B
Sign Location Layout

Warren County

