

**Branson Board of Aldermen
Staff Report and Recommendation**

ITEM/SUBJECT: FINAL READING OF A BILL AUTHORIZING THE CITY TO ENTER INTO A SIGNING AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PERTAINING TO THE COLORED ROUTE SIGNAGE SYSTEM.

DATE: MARCH 10, 2008

INITIATED BY: ENGINEERING *JPM*

CITY ADMINISTRATOR RECOMMENDATION:

Recommend approval of this bill.

Frank Garcia

STAFF REPORT:

The Missouri Department of Transportation has approved the new signage for the colored route system. As a formality, MoDOT requires the city enter into an agreement that clarifies the signs are allowed and that the long-term maintenance is a responsibility of the city.

There is no cost associated with this agreement.

STAFF RECOMMENDATION:

Staff recommends approval of the bill.

PROPOSED MOTION:

This item will be approved as part of the Consent Agenda.

FINANCIAL REVIEW: *WJ*

ATTACHED INFORMATION:

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SIGNING AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PERTAINING TO THE COLORED ROUTE SIGNAGE SYSTEM.

WHEREAS, the colored route system on the city's roadways is an integral part of the community's ability to direct visitors and reduce congestion; and,

WHEREAS, with the redesign of the signage plan for better utilization and less confusion, the city of Branson desires to install colored route signage on Missouri Department of Transportation right-of-ways; and,

WHEREAS, an agreement is needed with MoDOT to formalize the sign installation on state-owned right-of-ways and clarify maintenance responsibilities.

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

Section 1: The Mayor is authorized to execute an Agreement for Signage Installed and Maintained by Applicant, and all necessary assurances, on behalf of the City of Branson, a municipal corporation, with the Missouri Highway and Transportation Commission, for the colored route signage in substantially the form attached as Exhibit "1".

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

Read, this first time on this ____ day of _____, 2008.


Read, this second time, passed and truly agreed to by the Board of Aldermen of City of Branson, Missouri this ____ day of _____, 2008.

Raeanne Presley
Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa K Westfall
City Clerk



Paul D. Link
City Attorney

CCO Form: TR42
 Approved: 08/06 (BDG)
 Revised:
 Modified:

**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 Branson** (hereinafter, "Applicant"), whose address is **110 West Maddux St., Suite 310, Branson, MO 65616**.

WITNESSETH:

WHEREAS, Applicant requests approval from the Commission to install and maintain certain signs further described below in **Taney County, Missouri** for **the City of Branson's Colored Route Signing** in the general vicinity of **US 65, MO 248 (Various Locations), MO 76 (Various Locations), and MO 165 (Two Locations)**; 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)
 - Local Reference Signs
 - City Hall/County Courthouse Signs(s)
 - Police Station/Sheriff's Department Sign(s)
 - City/County Park Sign(s)
 - Library Sign(s)
 - Recycle Center Sign(s)
 - Compost Site Sign(s)
- 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
Red, Blue, and Yellow Colored Route Signs providing Alternate Routes to MO 76 to help relieve congestion in the City of Branson

(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 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 Operational Support 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 Traffic Engineer** 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:

David Miller, P. E.
City Engineer
City of Branson
110 West Maddux St., Suite 310
Branson, MO 65616
Phone Number: 417 - 337 - 8559
Fax Number: 417 - 337 - 8181

(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 be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the Applicant on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Applicant's performance under this Agreement, the Applicant assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The Applicant also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Applicant for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

(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:

Exhibit A: Sign Display Detail.

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 _____ day of _____, 20_____.

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

APPLICANT

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Commission Counsel

APPROVED AS TO FORM:



City Attorney

Copies: Applicant
 District Engineer
 Traffic Division
 Controller's Division

EXHIBIT A
Sign Display Detail

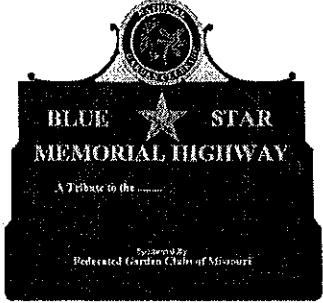











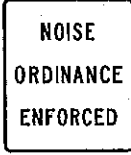






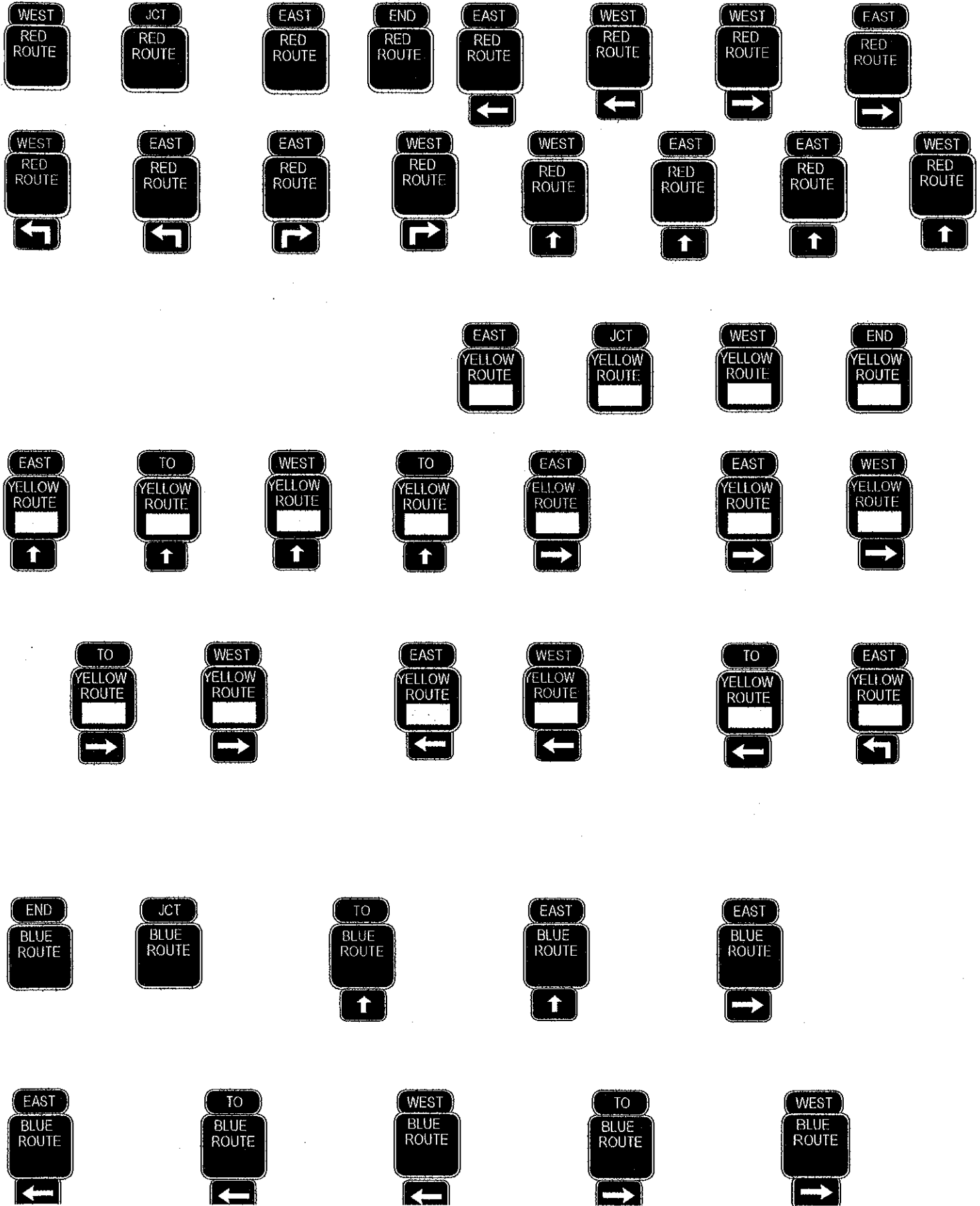
Sign : Blue Star Memorial Marker			Sign: Buckle – Up Sign		
			Design Varies by Community – Insert Desired Image		
Size: 41" x 45"	Quantity:		Size: 18" x 24"	Quantity:	
Sign : Community Awareness Signs					
					
Size: 18" x 12"	Size: 12" x 18"	Size: 12" x 18"	Size: 24" x 30"	Size: 24" x 24"	Size: 24" x 24"
Quantity:	Quantity:	Quantity:	Quantity:	Quantity:	Quantity:
Sign : Local Reference Signs			Sign: Bus Stop/ Mass Transit	Sign: Neighborhood Watch	Sign: Noise Ordinance
					
Size: 24" x 24"	Size: 24" x 24"	Size: 24" x 24"	Size: 12" x 18"	Size: 12" x 18"	Size: 24" x 30"
Quantity:	Quantity:	Quantity:	Quantity:	Quantity:	Quantity:
			Sign: Other Approved by State Traffic Engineer Design Varies– Insert Desired Image		
Size: 24" x 24"	Size: 24" x 24"	Size: 24" x 24"			
Quantity:	Quantity:	Quantity:			
					
Size: 24" x 24"	Size: 24" x 24"	Size: 24" x 24"	Size:	Quantity:	
Quantity:	Quantity:	Quantity:			

EXHIBIT A - PAGE 2
Sign Design - Desired Image



**CITY OF BRANSON
COLOR ROUTE SIGNAGE
on MODOT ROUTES**

