

RESOLUTION NO. R-15-02

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CARRIAGE HILL 7-9, IN THE FORM OF A SIGN USE AGREEMENT, FOR THE USE OF EXISTING STREET SIGNS WITHIN THE CARRIAGE HILL 7-9 NEIGHBORHOOD; AND AUTHORIZING THE EXECUTION OF ALL NECESSARY REQUIREMENTS BY THE CITY OF GLADSTONE TO BE CARRIED OUT IN CONJUNCTION WITH THE SIGN USE AGREEMENT.

WHEREAS, Carriage Hill 7-9, an organized Homeowner Association in the City of Gladstone as a residential area with public streets; and

WHEREAS, Carriage Hill 7-9 was incorporated as a Missouri non-profit corporation with the responsibility and authority to benefit and further the best interests of the Carriage Hill 7-9 residents by promoting the general health, safety, and welfare of its residents; to develop a spirit of community and cooperation among its residents; to improve property values and resist neighborhood deterioration, criminal activity, and juvenile delinquency within its boundaries; and

WHEREAS, Carriage Hill 7-9 is wishing to display its pride in their neighborhood by installing neighborhood sign toppers to identify their community; and

WHEREAS, Carriage Hill 7-9 desires to have installed sign toppers on top of street signs within the boundaries of Carriage Hill 7-9; and

WHEREAS, the City of Gladstone is willing to assist where and when possible with the promoting of Carriage Hill 7-9 as it is with all organized neighborhoods; and

WHEREAS, the parties desire to establish the conditions of acceptance and the right and responsibilities of the parties with respect to the use and maintenance of said sign toppers.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI AS FOLLOWS:

THAT, the City Manager is authorized to execute said agreement with Carriage Hill 7-9.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 12TH DAY OF JANUARY 2015.


J. Brian Hill, Mayor

Attest:



Ruth Bocchino, City Clerk



All-America City

Gladstone



2008

MEMORANDUM

To: Kirk L. Davis, City Manager
From: Alan D. Napoli, C.B.O.
Building Official
CC: Scott C. Wingerson, Assistant City Manager
Date: December 31, 2014
Re: Carriage Hill 7-9 – Sign Pole Use Agreement

Carriage Hill 7-9 Homeowners Association is wishing to install sign toppers on existing street signs within the Carriage Hill 7-9 neighborhood. These signs would be purchased by Carriage Hill 7-9 and installed by our Public Works Department. Because the street signs are within the city's right-of-way and are the property of the City of Gladstone a sign use agreement needs to be approved by the City Council. I have drawn up an agreement that has been used with other Neighborhoods who have installed sign toppers; this agreement has the appropriate signatures from the representatives of Carriage Hill 7-9 Homeowners Association and asks if it could be on the January 12, 2015 City Council meeting agenda for consideration.

Attached is a design of the sign topper that will be used in the Carriage Hill 7-9 neighborhood, along with a map of Carriage Hill 7-9 and the locations of the sign toppers

Order # PENDING
Customer ID - PENDING



Substrate: .080 Aluminum
Vinyl Type: Engineer Grade
With Burgandy Overlay
Double - Sided



Customer Approval _____ Date _____

IMPORTANT: For your protection and ours, Brandon Industries, Inc. never begins a sign job before receiving written customer approval. Please check this proof carefully and mark any changes or corrections. Please provide your name (signature) on the approval form and return to Brandon Industries, Inc. as soon as possible. Forms received without a signature will result in production delays until an official signed approval is submitted. **PRODUCTION DOES NOT BEGIN UNTIL PROOF IS SIGNED AND RETURNED.** We regret any undetected errors that may occur through production, but cannot be held responsible for errors if the signs are manufactured per customer's "Approval".

N. CLEVELAND

N. MYRTLE

N. JACKSON

July 2014

SIGN POLE USE AGREEMENT
BETWEEN
CARRIAGE HILL 7-9
AND
THE CITY OF GLADSTONE, MISSOURI

WHEREAS, Carriage Hill 7-9 an organized Home Owners Association in the City of Gladstone in a residential area with public streets; and

WHEREAS, Carriage Hill 7-9 was incorporated as a Missouri non-profit corporation with the responsibility and authority to benefit and further the best interest of Carriage Hill 7-9 residents by promoting the general health, safety, and welfare of it residents; to develop a spirit of community and cooperation among it residents; to improve property values and resist neighborhood deterioration, criminal activity and juvenile delinquency within it boundaries; and

WHEREAS, Carriage Hill 7-9 is wishing to display its pride in their neighborhood by installing neighborhood sign toppers to identify their community; and

WHEREAS, Carriage Hill 7-9 desires to have installed sign toppers on top of all street signs within the boundaries of Carriage Hill 7-9; and

WHEREAS, the City of Gladstone is willing to assist where and when possible with the promoting of Carriage Hill 7-9 as it is with all organized neighborhoods; and

WHEREAS, the parties desire to establish the conditions of acceptance and the right and responsibilities of the parties with respect to the use and maintenance of said sign toppers.

NOW, THEREFORE, the parties agree as follows:

- 1. Parties:** The parties to this Agreement are Carriage Hill 7-9 a Missouri non-profit corporation, hereinafter "CH7-9" and the City of Gladstone, Missouri, a municipal corporation, hereinafter "City".
- 2. Effective date and term:** The effective date of this Agreement shall be the date of execution. The term shall be from execution until such time as one or both parties decide to terminate said Agreement. Terminating party shall in writing indicated date of termination but not within 60 days of date of notification of termination.
- 3. Mutual covenants:** In consideration of the mutual covenants contained herein, the parties hereto agree as follows:

A. CH7-9's obligations:

- i. Sign topper(s) and universal bracket(s) shall be supplied by CH7-9; and
- ii. Sign toppers shall be kept free from graffiti; and
- iii. Sign toppers shall be maintained so as not become damaged, faded, or show signs of attrition; and
- iv. Any damage to a sign topper shall be repaired or replaced within 90 days.

B. City's obligations:

- i. Will install sign toppers on top of existing City street signs.

4. **Installation:** The installation of the sign topper(s) will be conducted by the City of Gladstone and any extraordinary cost incurred by the City for installation will be the responsibility of CH7-9. The City will do it due diligence to install the sign topper(s) in a timely manner.
5. **Maintenance:** The maintenance of the sign toppers shall become the responsibility of CH7-9 upon approval of this Agreement by the City Council, whether the sign topper(s) have been installed or not. Should at any time a sign topper not be maintained in accordance with any items noted in item 3A, the City will, in writing, duly notify the CH7-9 of failure to maintain said sign topper. If within 60 days of notification said sign topper is not properly maintained the City will remove said sign topper at its discretion.
6. **Waiver:** No waiver of any provisions of the Agreement will be deemed to constitute a waiver of any other provisions, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by all parties; nor will the waiver of any defect under this Agreement be deemed a waiver of any subsequent default of the same type. Any party's failure to exercise any right under this Agreement, will not constitute the approval of any wrongful act by any other.
7. **Amendment or modifications:** The parties to this Agreement may amend or modify this Agreement only by written instrument duly authorized.
8. **Scope:** This Agreement constitutes the entire Agreement between the parties and no statements, promises, or inducements that are not contained in this Agreement will be binding on the parties.
9. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the sovereign immunity of the City of Gladstone under any applicable state law.
10. **Severability:** If any part, term, or provisions of this Agreement is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Agreement

IN WITNESS WHEREOF, all parties have executed this document, date as noted by signature.

CITY OF GLADSTONE, MISSOURI

By:  1-14-15
Kirk L. Davis, City Manager Date:

Attest:

Ruth Bocchino 1/16/15
Ruth Bocchino, City Clerk



CARRIAGE HILL 7-9

By:  12/29/2014
Wendy Hargrave, President Date:

Attest:


Jo Ann Fisher, Secretary