INTRODUCED BY: COUNCIL MEMBER(s) Bickowski

AN ORDINANCE TO ESTABLISH THE PRIVATE STREET SIGNING PROGRAM AND TO AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO ENTER INTO STREET/STOP SIGN INSTALLATION AGREEMENTS AS NECESSARY TO INSTALL STREET AND/OR STOP SIGNS ALONG PRIVATE STREETS AT THE INTERSECTION WITH JEFFERSON COUNTY PUBLIC WORKS DEPARTMENT MAINTAINED ROADWAYS WITHIN ALL COUNCIL DISTRICTS.

WHEREAS, Jefferson County, Missouri, Code of Ordinances, Chapter 305, Section 305.070, Part C., states: “The Highway Administrator may designate entrances and intersections to County roads from private roads or streets as a stop intersection or as a yield intersection and erect stop signs or yield signs at the entrance to a County road from a private road.”; and,

WHEREAS, Jefferson County, Missouri, Council has requested that the Public Works Department establish a private street signing program to provide a mechanism by which the public can seek support and assistance for the installation of stop and/or street signs along a private road at the intersection with a County road; and,

WHEREAS, the Public Works Department has developed the Private Street Signing Program and associated street/stop sign installation agreement attached hereto as Exhibit A; and,
WHEREAS, the Public Works Director recommends approval of the program that allows the Highway Division to accept requests for service, collect payments, install signage and maintain thereafter in perpetuity, subject to the requirements and limitations of the executed agreements; and,

WHEREAS, the Jefferson County, Missouri, Council now finds it is in the best interest of the County to authorize the implementation of the Private Street Signing Program and to enter into any necessary street/stop sign installation agreements with authorized public representatives for the purpose of improving the health, safety and welfare of the traveling public.

BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL, AS FOLLOWS:

Section 1: Jefferson County hereby establishes a Private Street Signing Program which enables the Director of Public Works to execute any street/stop sign installation agreement with authorized public representatives when the Director deems that such agreement will further the purpose of improving the health, safety and welfare of the traveling public.

Section 2: The Jefferson County, Missouri, Council hereby authorizes the Public Works Director to implement the Private Street Signing Program and execute any necessary street/stop sign installation agreements. A copy of said program agreement is attached hereto as Exhibit A. The Public Works Director is further authorized to take any and all actions necessary to carry out the intent of this Ordinance.
Section 3: A copy of the agreement shall be maintained by the Department of the County Clerk consistent with the rules and procedures for the maintenance and retention of records as promulgated by the Secretary of State.

Section 4: This Ordinance shall be in full force and effect from and after its date of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall not affect the remainder of this Ordinance.

THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

- Council Member District 1, Don Bickowski  
- Council Member District 2, Renee Reuter  
- Council Member District 3, Phil Hendrickson  
- Council Member District 4, Charles Groeteke  
- Council Member District 5, Daniel Darian  
- Council Member District 6, Daniel Stallman  
- Council Member District 7, James Terry

THE ABOVE BILL ON THIS 27TH DAY OF August, 2018:

☐ PASSED  ☐ FAILED

Don Bickowski, County Council Chair

Pat Schlette, Council Administrative Assistant
THIS BILL WAS □ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 30\textsuperscript{TH} DAY OF AUGUST, 2018.

THIS BILL WAS □ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS ___ DAY OF __________, 2018.

Kenneth B. Waller, Jefferson County, Missouri, Executive

\textit{ATTEST:}

\underline{Randy B. Holman}
Randy B. Holman, County Clerk

\underline{BY: Katherine C. Missey}

First Reading: 08-13-2018
Second Reading: 08-27-2018
Third Reading: 08-27-2018
STREET / STOP SIGN
INSTALLATION AGREEMENT

This AGREEMENT is entered into by and between the Jefferson County Public Works Department (hereafter, “Department”) and ___________________________ (hereafter, “Owner(s)”) for the exclusive right to enter upon and use the described property for the purpose of carrying out the installation and maintenance of a STREET / STOP (circle one or both) sign that is to be placed along the private road, street or drive known as ___________________________ and at the intersection of the County-maintained road known as ___________________________.

WHEREAS, the Owner(s) grant a right of entry upon the following described parcel(s) of land:

Parcel ID: ___________________________

Project: Traffic Sign Installation off County Right of Way or Prescriptive Easement

Address: ___________________________

NOW, THEREFORE, in consideration of the promises, covenants and representations in this Agreement, the parties agree as follows:

(1) CONSIDERATION: In exchange for the right of entry onto private property and cost of sign installation, the Department agrees to only perform the necessary described sign installation work and return any other disturbed, above ground private property to the original condition. The mutual exchange of the stated sign installation and maintenance services for the right of entry onto private property and initial cost of sign installation will constitute fair, adequate, good and valuable consideration.

(2) PAYMENT: The Owner(s) shall pay Jefferson County, Missouri one-hundred dollars and zero cents ($100.00) for a stop or street sign installation, or one-hundred fifty dollars and zero cents ($150.00) for both stop and street sign installations. This payment made by the Owner(s) reflects the labor, equipment and material expenses incurred by the County for the initial installation. The Department agrees to tag, track and maintain the sign installation thereafter and in perpetuity.
(3) **UTILITY LOCATION:** In order perform the stated work within this agreement, the Department must have all utilities properly located within the area of sign installation. The Owner(s) understand that independent utility location companies that are hired by the public utilities will be on their private property marking any public utilities that could be in conflict with Department sign installation procedures. The Department and Jefferson County, Missouri are held harmless to any damage that these independent utility location companies may cause to the private property owned by the Owner(s) stated in this agreement, or any adjacent properties affected. The Owner(s) further understand that painted markings or location flags from utility location process may be marked on their private property by others. The Department reserves the rights to adjust sign installation locations based on the in-field location of public utilities. The Department and Jefferson County, Missouri are held harmless of any damage incurred to unmarked, underground private property that is owned by the Owner(s).

(4) **PROPERTY DESCRIPTION:** Attached hereto are photographs, maps, plats, parcel ID’s or other physical descriptions of the sign installation that is to be maintained or improved by the County. Both parties agree that the physical description will be the only actual or immediate adjacent areas subject to this agreement.

(4) **DURATION OF OCCUPANCY:** The Department agrees that upon completion of the previously described work on the above-noted route or property and projects, all right of entry onto the described private property that has been granted to the Department by the Owner(s) shall cease and be no longer in effect, except for the need for post and/or sign maintenance or replacement. The specific duration of the right of entry onto private property for the purpose of initial sign installation shall be from _____________(date) to _____________(date)
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date written below.

Executed by the Owner(s) this _____ day of ____________________, 20__

Executed by the Department this _____ day of ____________________, 20__

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<th>SIGNATURES OF OWNER(S)</th>
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JEFFERSON COUNTY PUBLIC WORKS DEPARTMENT

BY: __________________________________________

TITLE: ________________________________________