CCO Form: DE11 Municipal Agreement

Approved: 04/93 (CEH) Route: MO248
Revised: 12/21 (BDG) County: Stone
Modified: Job No.: J7S3421

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Galena, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

- (1) <u>IMPROVEMENT DESIGNATION</u>: The public improvement designated as Route MO248, Stone County, Job No. J7S3421 shall consist of ADA Improvements along MO248.
- (2) <u>IMPROVEMENT WITHIN CITY</u>: The improvement within the City is located as follows: Beginning at Station 506+54.78 on MO248 (3RD Street) to Station 512+44.91 on MO248 (Main Street) The length of improvement within city is approximately 590 feet.
- (3) <u>EXTENT OF AGREEMENT</u>: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.
- (4) <u>LOCATION</u>: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.
- (5) <u>PURPOSE</u>: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J7S3421.
- (6) <u>RIGHT-OF-WAY USE</u>: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.
- (7) <u>CLOSE AND VACATE</u>: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of

the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION:

- (A) Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire at its expense, at no cost or expense to the City, any necessary right-of-way required for the construction of the improvement.
- (B) The portion of state highway covered by this Agreement shall be a normal access highway and rights of access between the highway and abutting property shall be procured and the cost classified as right-of-way cost and paid for by the Commission in the same manner as other right-of-way costs. Only such rights of ingress and egress shall be allowed as indicated on the plans approved by the Commission and FHWA.

(9) UTILITY RELOCATION:

- (A) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.
- (B) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.
- (10) <u>LIGHTING</u> The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval

of the Commission.

- (11) <u>TRAFFIC CONTROL DEVICES</u>: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.
- (12) <u>DRAINAGE</u>: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.
- (13) <u>PERMITS</u>: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.
- (14) <u>COMMENCEMENT OF WORK</u>: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

- (A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.
- (B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

- (16) <u>ACCEPTED WITHIN HIGHWAY SYSTEM</u>: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:
- (A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and
- (B) The City shall perform or cause to be performed normal maintenance on the project site.
- (17) <u>CITY TO MAINTAIN</u>: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (16) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.
- (18) <u>POLICE POWERS</u>: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.
- (19) <u>RESTRICTION OF PARKING</u>: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.
- (20) <u>OUTDOOR ADVERTISING</u>: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.
- (21) <u>WITHHOLDING OF FUNDS</u>: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's

failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(22) <u>FEDERAL HIGHWAY ADMINISTRATION</u>: This Agreement is entered into subject to approval by the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(23) <u>INDEMNIFICATION</u>:

- (A) To the extent allowed or imposed by law, the City 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 City's wrongful or negligent performance of its obligations under this Agreement.
- (B) The City will require any contractor procured by the City to work under this Agreement:
- (1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and
- (2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,500,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
- (C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.
- (24) <u>AMENDMENTS</u>: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.
- (25) <u>COMMISSION REPRESENTATIVE</u>: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may

designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

- (26) <u>CITY REPRESENTATIVE:</u> The City's Mayor is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.
- (27) <u>NOTICES</u>: Any notice 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:
 - (A) To the City:
 John Arrington
 PO Box 234
 Galena, MO 65656

Facsimile No: (417) 357-8033

(B) To the Commission: Steve Campbell 3025 East Kearney St Springfield, MO 65803

Facsimile No: (417) 895-7637

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

- (28) <u>ASSIGNMENT</u>: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.
- (29) <u>LAW OF MISSOURI TO GOVERN</u>: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.
- (30) <u>VENUE</u>: 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.
- (31) <u>SOLE BENEFICIARY</u>: 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 City.

- (32) <u>AUTHORITY TO EXECUTE</u>: 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.
- (33) <u>SECTION HEADINGS</u>: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

[remainder of page intentionally left blank]

| IN WITNESS WHEREOF, th | e parties | have | entered | into | this | Agreement | on | the |
|--------------------------|-----------|------|---------|------|------|-----------|----|-----|
| date last written below. | | | | | | | | |

| Executed by the City on | (Date). |
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| Executed by the Commission on | (Date) |
| MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION | CITY OF GALENA |
| By: | By: |
| Title: | Title: |
| ATTEST: | ATTEST: |
| Secretary to the Commission | By: |
| APPROVED AS TO FORM: | APPROVED AS TO FORM: |
| Commission Counsel | By: |
| | Ordinance Number |

INDEX OF SUB-PROJECTS DESIGN DESIGNATION MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION GALENA 248 PLANS FOR PROPOSED A.A.D.T. - 2020 = 997T = 17%V = 25 M.P.H. STATE HIGHWAY F.C. - MINOR ARTERIAL/MINOR ROAD HURLEY ROUTE A A.A.D.T. - 2020 = 823V = 35 M.P.H. F.C. - MAJOR COLLECTOR/MINOR ROAD BRANSON ROUTE 76 A.A.D.T. - 2020 = 9535T = 29%STONE/TANEY COUNTIES V = 35 M.P.H. NOT TO SCALE F.C. - MINOR ARTERIAL/MINOR ROAD BRANSON ROUTE 165 A.A.D.T. - 2020 = 9272T = 4% $V = 40 M_{\bullet} P_{\bullet} H_{\bullet}$ F.C. - MAJOR COLLECTOR/MINOR ROAD HOLLISTER BUS 65 A.A.D.T. - 2020 = 10019T = 4%V = 55 M.P.H. F.C. - MINOR ARTERIAL/MINOR ROAD HOLLISTER ROUTE BB A.A.D.T. - 2020 = 4077PRELIMINARY PLAN T = 3%V = 30 M.P.H. F.C. - MAJOR COLLECTOR/MINOR ROAD SUBJECT TO CHANGE J7S3421 HURLEY ROUTE A FORSYTH ROUTE 160 ADA IMPROVEMENTS A.A.D.T. - 2020 = 10370SEE SHEET 12 FOR SUB PROJECT LIMITS NOT TO BE REPRODUCED OR T = 7%V = 55 M.P.H. 65 REISSUED TO OTHERS F.C. - MINOR ARTERIAL/MINOR ROAD F.C. = FUNCTIONAL CLASSIFICATION J7S3421 GALENA ROUTE 248 ADA IMPROVEMENTS CONVENTIONAL SYMBOLS SEE SHEET 4 FOR SUB PROJECT LIMITS J7S3421 FORSYTH ROUTE 160 BUILDINGS AND STRUCTURES ニュニコ GUARD RAIL • • • • ADA IMPROVEMENTS GUARD CABLE 0000 •••• SEE SHEET 28 FOR SUB PROJECT LIMITS CONCRETE RIGHT-OF-WAY MARKER STEEL RIGHT-OF-WAY MARKER LOCATION SURVEY MARKER 0 UTILITIES FIBER OPTICS -F0--F0- OVERHEAD CABLE TV -OTV--0TV- UNDERGROUND CABLE TV -UTV-- OT --UTVOVERHEAD TELEPHONE -0T-– UT – UT UNDERGROUND TELEPHONE OVERHEAD POWER – 0E – -OE-- UE -- S -- SS -UNDERGROUND POWER -UE- SANITARY SEWER --S-- -ss- STORM SEWER J7S3421 BRANSON ROUTE 165 — G — -G ADA IMPROVEMENTS WATER ---W SEE SHEET 25 FOR SUB PROJECT LIMITS SAN MANHOLE J7S3421 HOLLISTER ROUTE BB НТО FIRE HYDRANT ADA IMPROVEMENTS wv 🕒 SEE SHEET 45 FOR SUB PROJECT LIMITS WATER VALVE wm — WATER METER · DROP INLET J7S3421 HOLLISTER BUS 65 ADA IMPROVEMENTS DITCH BLOCK = J7S3421 BRANSON ROUTE 76 SEE SHEET 35 FOR SUB PROJECT LIMITS GROUND MOUNTED SIGN ADA IMPROVEMENTS SEE SHEET 20 FOR SUB PROJECT LIMITS LIGHT POLE H-FRAME POWER POLE TELEPHONE PEDESTAL Δ FENCE CHAIN LINK ----- v -----WOVEN WIRE GATE POST \boxtimes THE EXISTENCE AND APPROXIMATE LOCATION OF UTILITY FACILITIES KNOWN TO EXIST, AS SHOWN ON THE PLANS, ARE BASED ON THE BEST INFORMATION AVAILABLE TO THE COMMISSION AT THIS TIME. THIS INFORMATION IS PROVIDED BY THE COMMISSION "AS-IS" AND THE COMMISSION EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, OR SUITABILITY OF THE INFORMATION FOR ANY USE. RELIANCE UPON THIS INFORMATION IS DONE AT THE RISK AND PERIL OF THE USER, AND THE COMMISSION SHALL NOT BE LIABLE FOR ANY DAMAGES THAT MAY ARISE FROM ANY ERROR IN THE INFORMATION. IT IS, THEREFORE, THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE, LOCATION AND STATUS OF ANY FACILITY. SUCH VERIFICATION INCLUDES DIRECT CONTACT WITH THE LISTED UTILITIES. BM BENCHMARK NOTE: DASHED OR OPEN SYMBOLS INDICATE EXISTING FEATURES

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| SHEET | LOCATION | STATION | STATION | SIDE | DESCRIPTION | QUANTITY | UNITS | | | | | |
| 6-7 | ROUTE 248 | 506+54.78 | 507+70.26 | RT | EXISTING SIDEWALK/RAMP | 437 | SF | | | | | |
| 5 | ROUTE 248 | 506+54.78 | | RT | SAWCUT | 4 | LF | | | | | |
| 6 | ROUTE 248 | 507+70,26 | | RT | SAWCUT | 4 | LF | | | | | |
| 7-8 | ROUTE 248 | 508+95.8 | 510+23.67 | RT | EXISTING SIDEWALK/RAMP | 612 | SF | | | | | |
| 7 | ROUTE 248 | 508+95.8 | | RT | SAWCUT | 5 | LF | | | | | |
| 7 | ROUTE 248 | 509+00.77 | 509+08.45 | RT | SAWCUT | 8 | LF | | | | | |
| 8 | ROUTE 248 | 510+15.3 | 510+21.47 | RT | SAWCUT | 6 | LF | | | | | |
| 8 | ROUTE 248 | 510+23.67 | | RT | SAWCUT | 3 | LF | | | | | |
| 8 | ROUTE 248 | 510+60.13 | 510+75.45 | RT | SAWCUT | 17 | LF | | | | | |
| 8 | ROUTE 248 | 510+70.39 | 510+74.14 | RT | SAWCUT | 4 | LF | | | | | |
| 8 | ROUTE 248 | 510+57.9 | 510+57.56 | RT | EXISTING STREET APPROACH | 342 | SF | | | | | |
| 9-11 | ROUTE 248 | 510+70.6 | 512+45.25 | RT | EXISTING SIDEWALK | 846 | SF | | | | | |
| 9 | ROUTE 248 | 511+31.6 | 511+35.43 | RT | SAWCUT | 4 | LF | | | | | |
| | | PAID FO | R UNDER LI | NEAR GRADI | NG FOR ADA FACILITIES | | | | | | | |

| | PAVED APPROACH | | | | | | | | | | |
|------------|----------------|-----------|-----------|-------|----------------------|--|--|--|--|--|--|
| SHEET | LOCATION | STATION | STATION | | 8" PAVED APPROACH | | | | | | |
| | | BEGIN | END | LT/RT | (SY) | | | | | | |
| 9 | ROUTE 248 | 510+57.56 | 510+75.54 | RT | 38.1 | | | | | | |
| TOTAL 38.1 | | | | | | | | | | | |

| | TEMPORARY EROSION CONTROL | | | | | | | | | | | |
|-------|---------------------------|-----------|-----------|-------|------------|------------|--------|--|--|--|--|--|
| SHEET | LOCATION | STATION | STATION | | CURB INLET | SILT FENCE | REM. | | | | | |
| | | | | | CHECK | | | | | | | |
| | | BEGIN | END | LT/RT | (EACH) | (LF) | (C.Y.) | | | | | |
| 6-7 | ROUTE 248 | 506+86.08 | 507+70.26 | RT | | 85 | 1 | | | | | |
| 8-9 | ROUTE 248 | 508+95.8 | 510+23.67 | RT | 2 | 270 | 3 | | | | | |
| 9 | ROUTE 248 | 510+74.14 | | RT | | 26 | | | | | | |
| 9-11 | ROUTE 248 | 510+75.54 | 512+45.25 | RT | | 430 | 4 | | | | | |
| | TOTAL 2 811 8 | | | | | | | | | | | |

| | PAVEMENT MARKING | | | | | | | | | | |
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| SHEET | LOCATION | STATION | STATION | | PREFORMED THERMOPLASTIC | | | | | | |
| | | | | | 30 IN. WHITE MIDBLOCK | | | | | | |
| | | BEGIN | END | LT/RT | (EACH) | | | | | | |
| 9 | ROUTE 248 | 510+23.6 | 510+75.54 | RT | 11.0 | | | | | | |
| | TOTAL 11.0 | | | | | | | | | | |

| SIDEWALK MAINTENANCE | | | | | | | | | | |
|---|-----------|-------|------------|----------|--|--|--|--|--|--|
| SHEET | LOCATION | | SIDEWALK | SIDEWALK | | | | | | |
| | | | MANICURING | JOINT | | | | | | |
| | | | | GRINDING | | | | | | |
| | | LT/RT | (LF) | (LF) | | | | | | |
| 6-10 | ROUTE 248 | LT | 25 | 25 | | | | | | |
| | | TOTAL | 25 | 25 | | | | | | |
| EXACT LOCATIONS AS APPROVED BY THE ENGINEER | | | | | | | | | | |

PRELIMINARY PLAN
SUBJECT TO CHANGE
NOT TO BE REPRODUCED OR
REISSUED TO OTHERS

* PAY WIDTH INCLUDES INTEGRAL CURB CONC. WIDTH/HEIGHT. SEE TYPICAL SHEET 1 FOR ALL PAY ITEM LIMITS.

| | TRUNCATED DOMES, CURB RAMP, SIDEWALK, TYPE 1 AGGREGATE, ADA LINEAR GRADING, TURF TYPE TALL FESCUE SODDING, CURBS | | | | | | | | | | | | | | | | | | | | | | | | |
|-------|--|-----------|-----------|------|--------|--------|--------|--------------|------|-------|---------|--------|--------|--------|---------|--------|------------|----------|--------|---------|-------|------------|----------|-----------|----------------------|
| | | | | | TRUNC. | | | | | | | | | SIDEWA | LK | | | | 4" | ADA | | | S-CURB | | |
| SHEET | STATION | STATION | LOCATION | LT | DOMES | | CURB F | RAMP | | S.W. | * PAY | 4" | 4" CUT | 4" BUS | 4" PASS | 8" | 8" MODIFD. | INTEGRAL | TYPE 1 | LINEAR | SOD | LESS/EQ 6" | OVER 6" | MODIFIED | REMARKS |
| | | | | RT | | | | | | WIDTH | HTDIW H | SDWLK. | THRU | STOP | AREA | SDWLK. | SDWLK. | CURB | AGGR. | GRADING | | (1"-6") | (6"-12") | (12"-30") | |
| | | | | | SF | LENGTH | HWIDTH | TYPE | SY | LF | LF | SY | SY | SY | SY | SY | SY | ₩ LF | SY | LF | SY | LF | LF | LF | |
| 6-7 | 506+54.78 | 507+70.15 | ROUTE 248 | RT | | 13 | 6 | 1-C | 8.7 | 6 | 5 | 38.7 | 0.0 | 0.0 | 0.0 | 17.0 | 0.0 | | 64.4 | 133.4 | 25.5 | | | 71.5 | |
| 8-9 | 508+95.80 | 510+23.67 | ROUTE 248 | RT | 10.0 | 24 | 6 | 1 <i>-</i> F | 16.4 | 6 | 5 | 67.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | 83.9 | 157.4 | 29.5 | | | | |
| 9 | 510+46.00 | 510+46.00 | ROUTE 248 | RT | 26.4 | 25 | 6 | 3-D | 14.5 | 6 | 5 | 5.3 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | 19.8 | 30.5 | 8.4 | | | | |
| 9 | 510+46.00 | 510+46.00 | ROUTE 248 | RT | | | | | 0.0 | 0 | | 0.0 | 0.0 | 0.0 | 0.0 | 0.5 | 0.0 | | 0.0 | 0.0 | 0.0 | | | | △8" CONC. MEDIAN STR |
| 9-11 | 510+46.00 | 512+32.26 | ROUTE 248 | RT | 10.0 | 14 | 6 | 1-C | 9.4 | 6 | 5 | 105.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | 114.4 | 205.7 | 37.6 | | | | |
| 11 | 512+32.56 | 512+45.32 | ROUTE 248 | RT | 10.0 | 13 | 6 | 1-C | 0.0 | 6 | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | 0.0 | 30.8 | 8.4 | | | | |
| | | | TC | DTAL | 56.4 | | | | 49.0 | | | 216.5 | 0.0 | 0.0 | 0.0 | 17.5 | 0.0 | * | 282.5 | 557.8 | 109.4 | 0.0 | 0.0 | 71.5 | |
| | | | | USE | 57 | l | | | 49.0 |] | | | | 216.5 | | | 17.5 | * | 283 | 558 | 110 | 0 | 0 | 72 | |

∆TO BE PAID AS 8" CONCRETE SIDEWALK

SOD IS ESTIMATED AT 2.25' FOR CURB RAMP AREAS AND AT 1.5' FOR LONG SIDEWALK RUNS.

| ADJUSTING MANHOLE | | | | | | | | | | |
|---|-----------|-----------|---------|-------|-----------------------|--|--|--|--|--|
| SHEET | LOCATION | STATION | STATION | | ADJUSTMENT OF MANHOLE | | | | | |
| | | BEGIN | END | LT/RT | (EACH) | | | | | |
| 9 | ROUTE 248 | 510+35.15 | | RT | 1.0 | | | | | |
| | TOTAL 1.0 | | | | | | | | | |
| ADJUSTMENTS TO FIT FIELD CONDITIONS SHALL BE APPROVED BY THE ENGINEER | | | | | | | | | | |

GALENA, MO SUMMARY OF QUANTITIES SHEET 1 OF 6

PETIZ NUMBER NO. PETIZ NUMBER NO. PETIZ NUMBER NO. PETIZ NUMBER NO. PETIZ NO

MISSOURI HIGHWAYS AND TRANSPORTATION D
COMMISSION

105 WEST CAPITOL

1-888-ASK-MODOTI (1-888-275-6586)

SEO ST. LOUIS STREET SPRINGFIELD. NO 65806 TEL (417) 890–8802 CERTIFICATE OF

DESIGN DESIGNATION

A.A.D.T. - 2020 = 997 T = 17% V = 25 M.P.H.

FUNCTIONAL CLASSIFICATION - MINOR ARTERIAL

PERMANENT SIDEWALK AND TEMPORARY CONSTRUCTION EASEMENTS TO BE ACQUIRED

CONVENTIONAL SYMBOLS (USED IN PLANS)

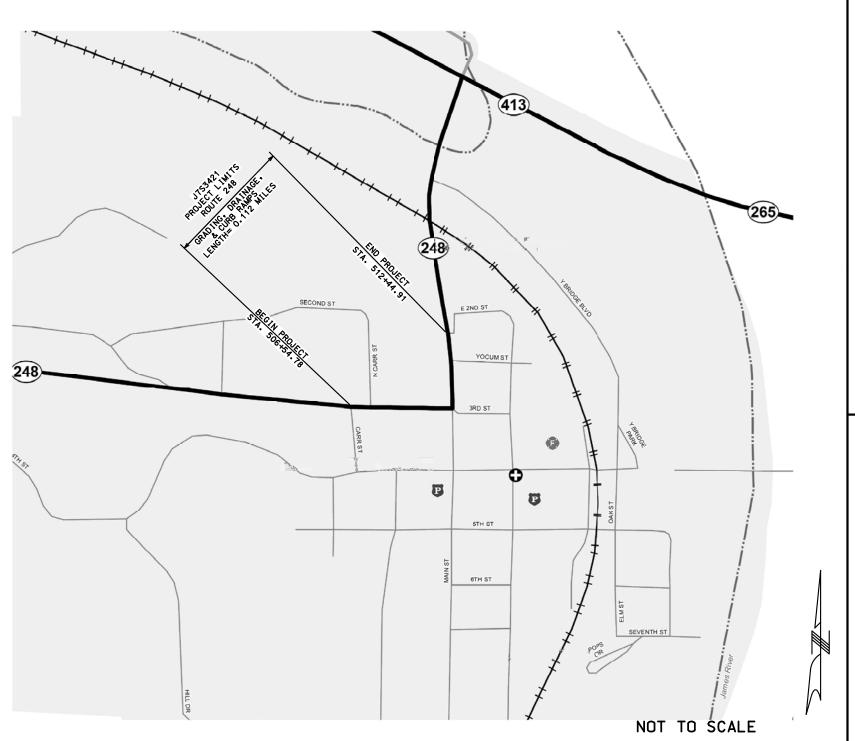
| (USED IN PLANS | i) | |
|--|--|------------------------|
| | EXISTING | NEW |
| BUILDINGS AND STRUCTURES GUARD RAIL GUARD CABLE CONCRETE RIGHT-OF-WAY MARKER STEEL RIGHT-OF-WAY MARKER LOCATION SURVEY MARKER | 0000 | •••• |
| UTILITIES FIBER OPTICS OVERHEAD CABLE TV UNDERGROUND CABLE TV OVERHEAD TELEPHONE UNDERGROUND TELEPHONE OVERHEAD POWER UNDERGROUND POWER SANITARY SEWER STORM SEWER GAS WATER | - FO- -OTV- -UTV- - OT- - UT- - OE- - UE- - SS- - G- - W- | -0TV- -UTV- -0T- |
| MANHOLE | HAR BAN | \ni |
| FIRE HYDRANT | HAD | 1 |
| WATER VALVE | wv_C | € |
| WATER METER | ww ⊕ | € |
| DROP INLET | °[= | |
| DITCH BLOCK | = | ₽ |
| GROUND MOUNTED SIGN | SIGN | _ |
| LIGHT POLE | | |
| H-FRAME POWER POLE | | |
| TELEPHONE PEDESTAL FENCE CHAIN LINK WOVEN WIRE GATE POST | PED \/ \/ \/ \/ BM | · |
| BENCHMARK | "‴⊗ |) |

NOTE: DASHED OR OPEN SYMBOLS INDICATE EXISTING FEATURES

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

PLANS FOR PROPOSED STATE HIGHWAY

STONE COUNTY (GALENA)



THE EXISTENCE AND APPROXIMATE LOCATION OF UTILITY FACILITIES KNOWN TO EXIST, AS SHOWN ON THE PLANS, ARE BASED ON THE BEST INFORMATION AVAILABLE TO THE COMMISSION AT THIS TIME. THIS INFORMATION IS PROVIDED BY THE COMMISSION "AS-IS" AND THE COMMISSION EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, OR SUITABILITY OF THE INFORMATION FOR ANY USE. RELIANCE UPON THIS INFORMATION IS DONE AT THE RISK AND PERIL OF THE USER, AND THE COMMISSION SHALL NOT BE LIABLE FOR ANY DAMAGES THAT MAY ARISE FROM ANY ERROR IN THE INFORMATION. IT IS, THEREFORE, THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE, LOCATION AND STATUS OF ANY FACILITY. SUCH VERIFICATION INCLUDES DIRECT CONTACT WITH THE LISTED UTILITIES.

INDEX OF SHEETS

| DESCRIPTION | SHEET NUMBER |
|------------------------------|-----------------|
| TITLE SHEET | 4 |
| QUANTITIES (QU) (1 SHEET) | 3 |
| PLAN-PROFILE (PP) | 5 -10 |
| COORDINATE POINTS SHEET (CP) | 11 |

PRELIMINARY PLAN SUBJECT TO CHANGE NOT TO BE REPRODUCED OR REISSUED TO OTHERS

| JONATHAN W. PEITZ PE-2017019023 JONATHAN W. PETZ W. PE-2017019023 | | | |
|--|----|--|--|
| DATE PREPARED 3/14/2022 | | | |
| ROUTE STATE | | | |
| VΔR | MO | | |

THINK OF MICO

ROUTE STATE
VAR MO
DISTRICT SHEET NO.
SW 4
COUNTY
STONE/TANEY

JOB NO.
J7S3421
CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DESCRIPTION

LENGTH OF PROJECT

RTE 248
BEGINNING OF PROJECT STA. 506+54.78
END OF PROJECT STA. 512+44.91
APPARENT LENGTH 590.13 FEET
EQUATIONS AND EXCEPTIONS:

0.0 FEET

TOTAL CORRECTIONS 0.0 FEET

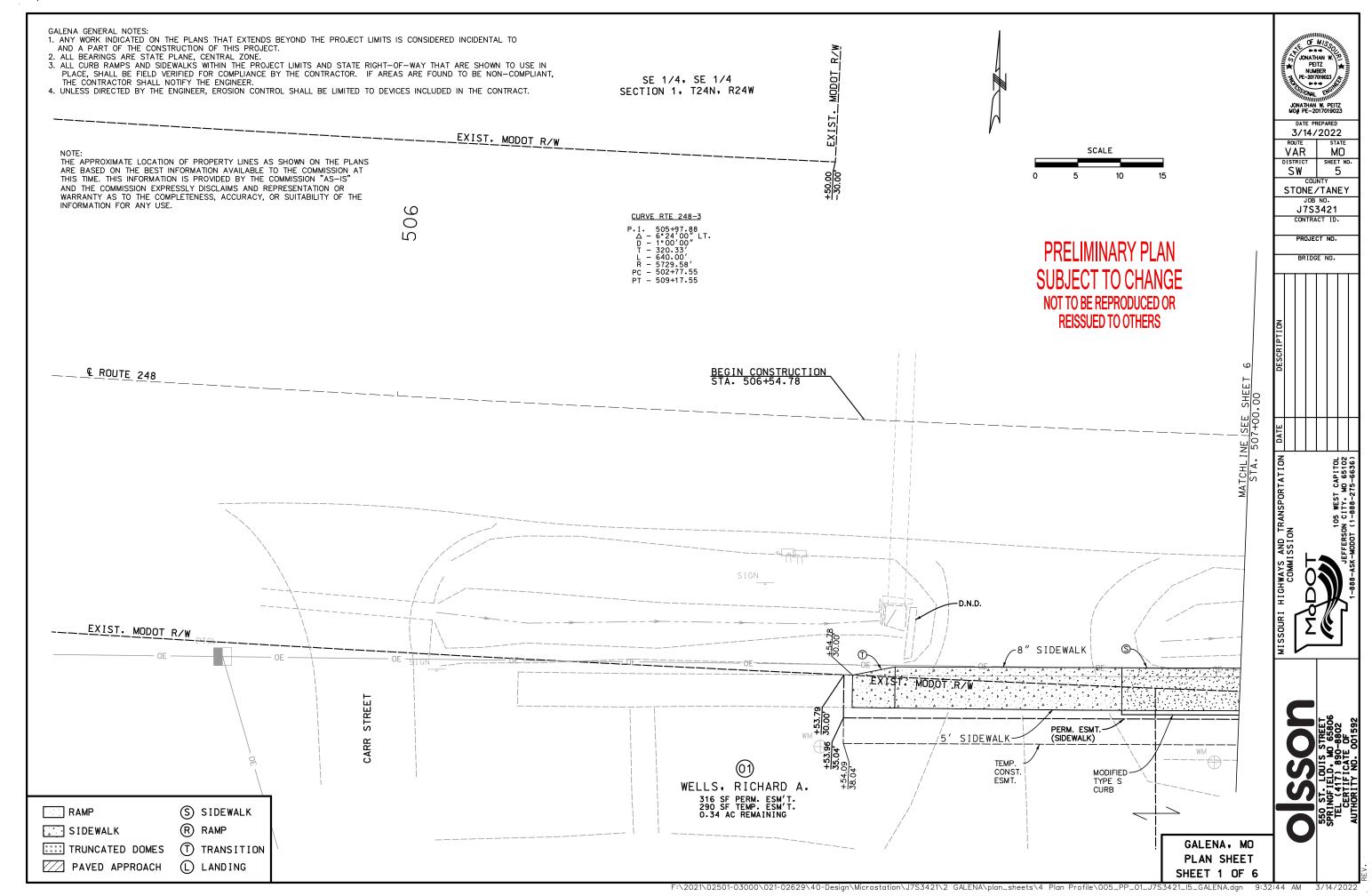
NET LENGTH OF PROJECT 590.13 FEET
STATE LENGTH 0.112 MILES

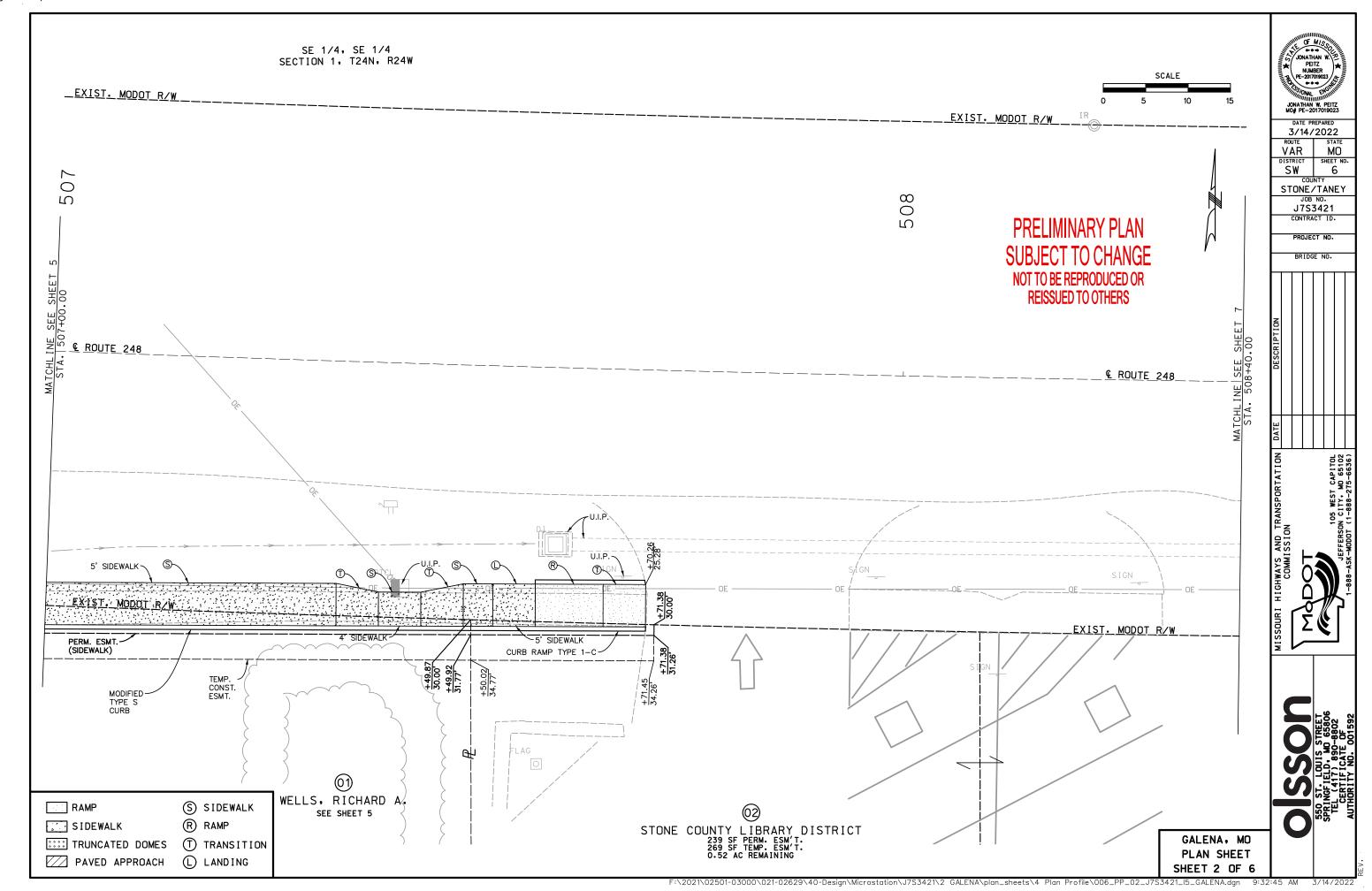
550 ST. LOUIS STREET SFRINGFIELD. WO 65806 TEL (417) 890-8802 CENTICATE OF AUTHORITY NO. 001592

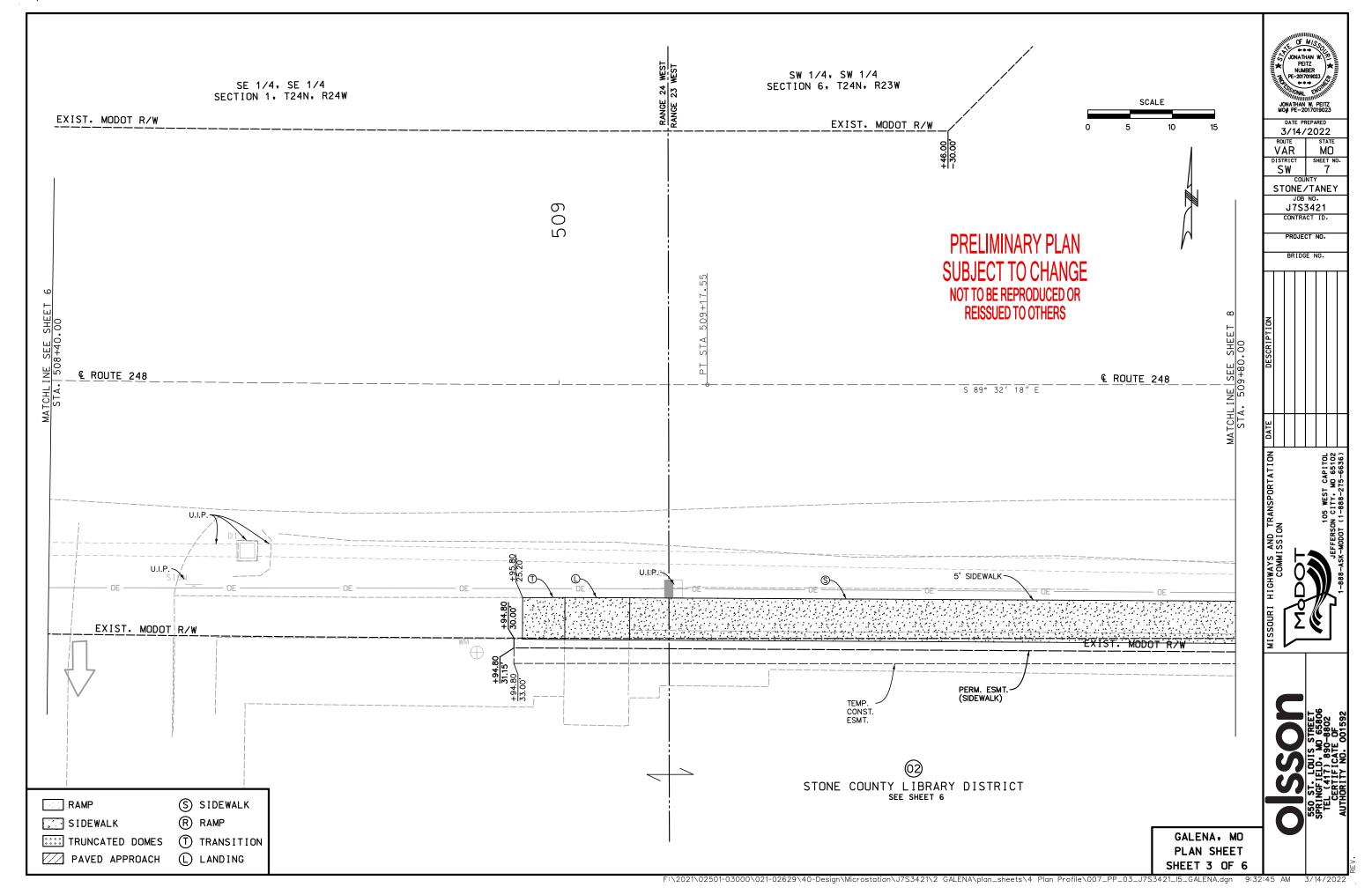
0.13 ACRES

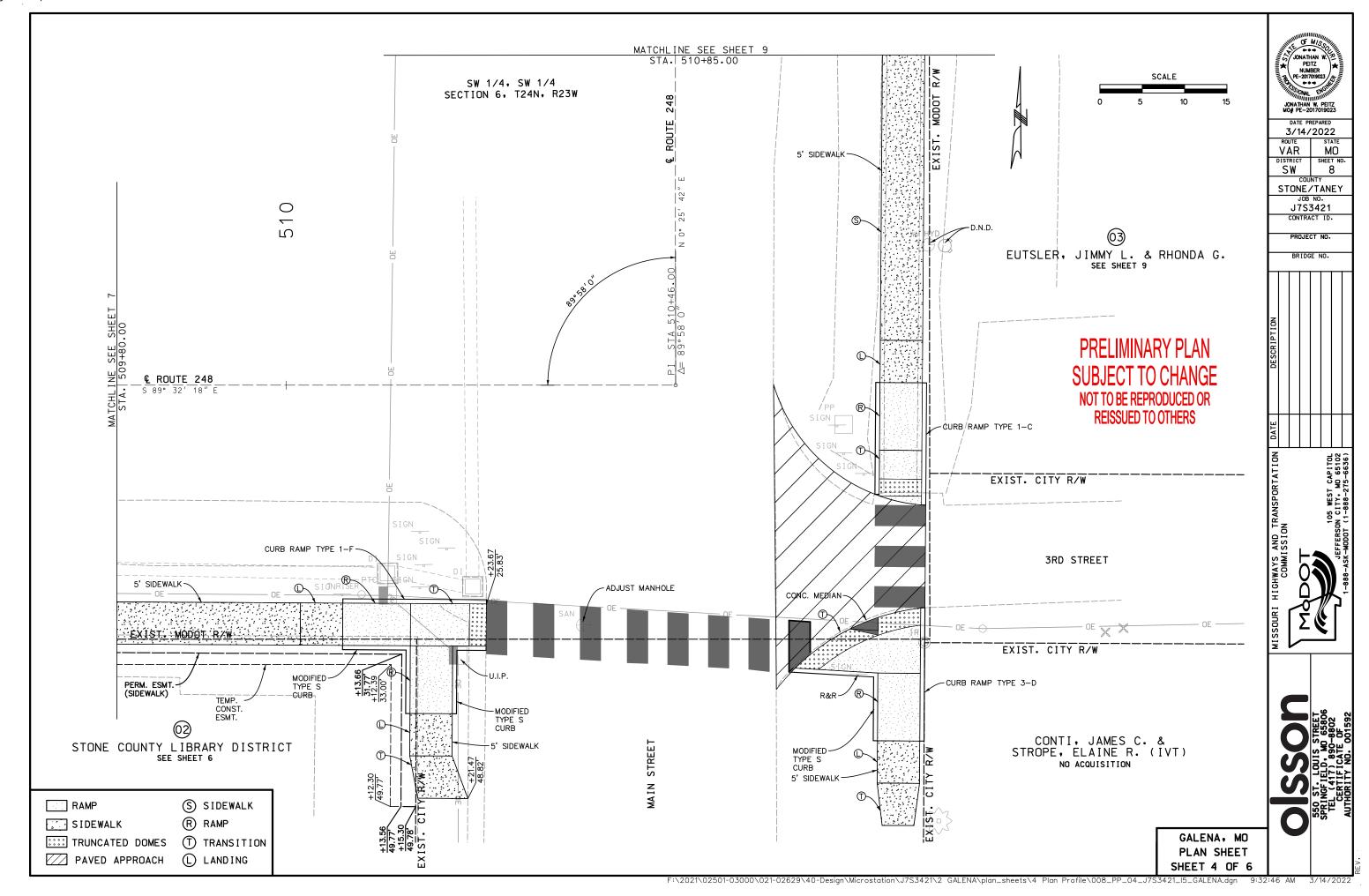
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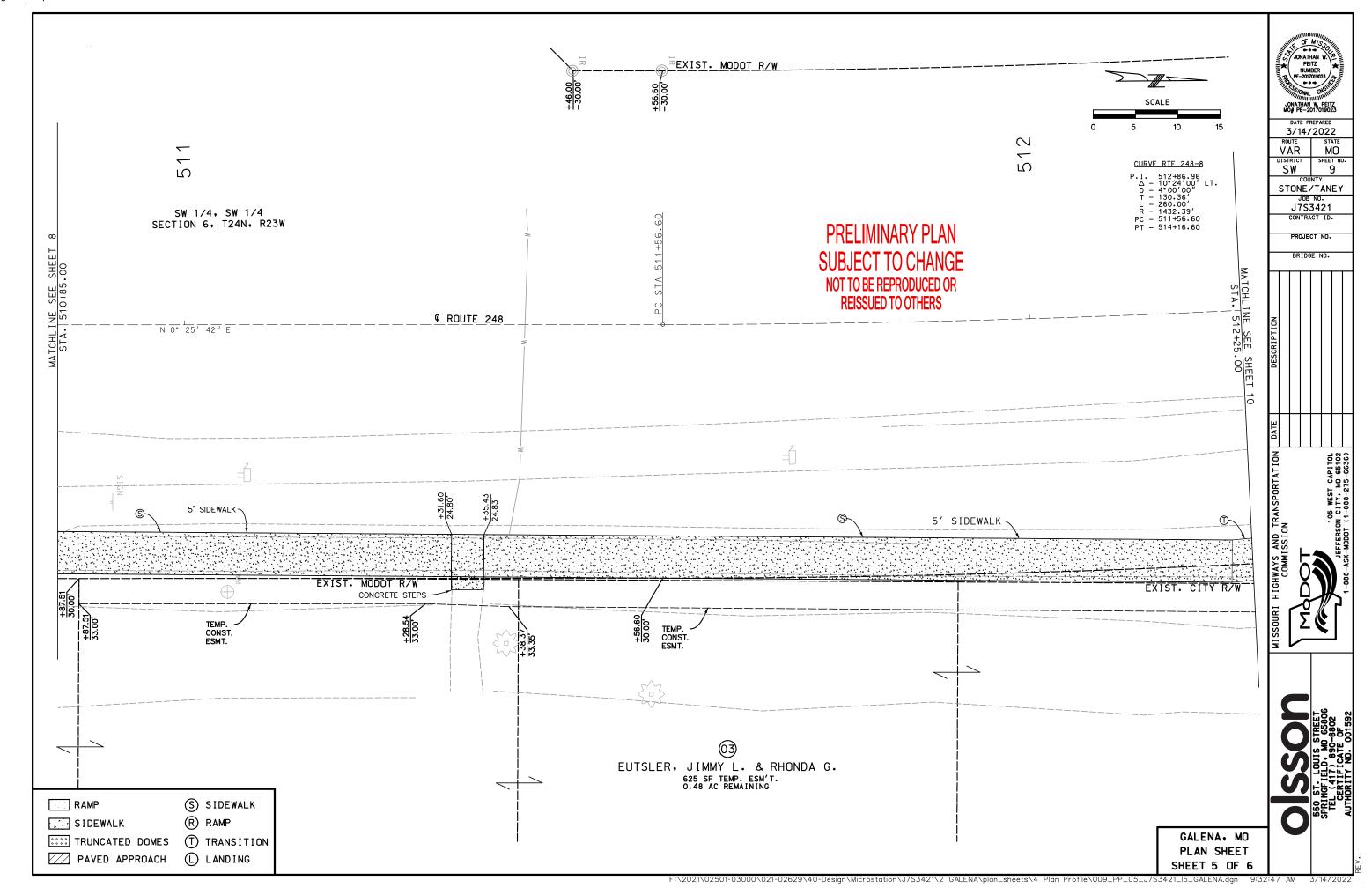
FOR INFORMATION ONLY ESTIMATED DISTURBED ACRES

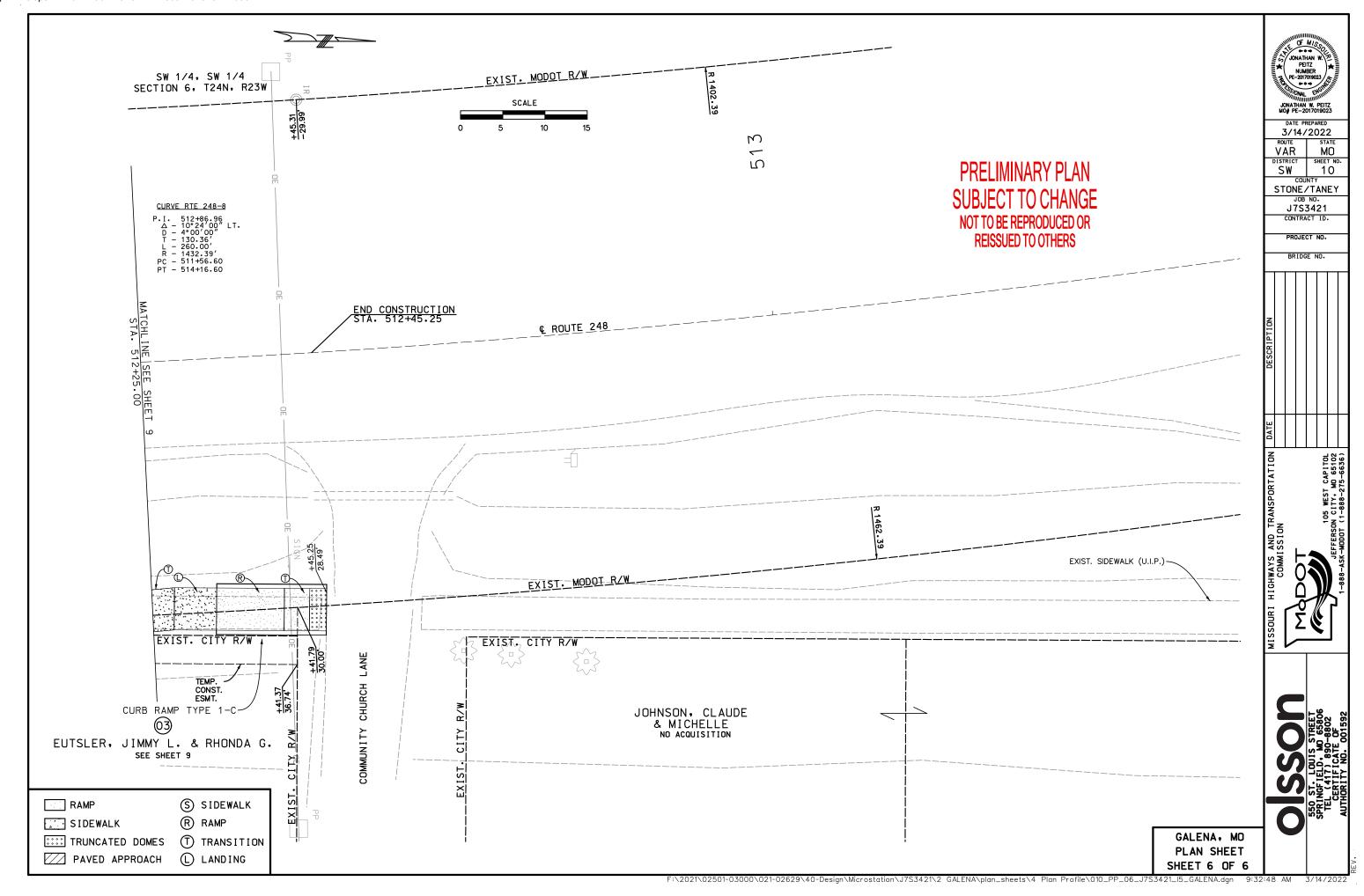


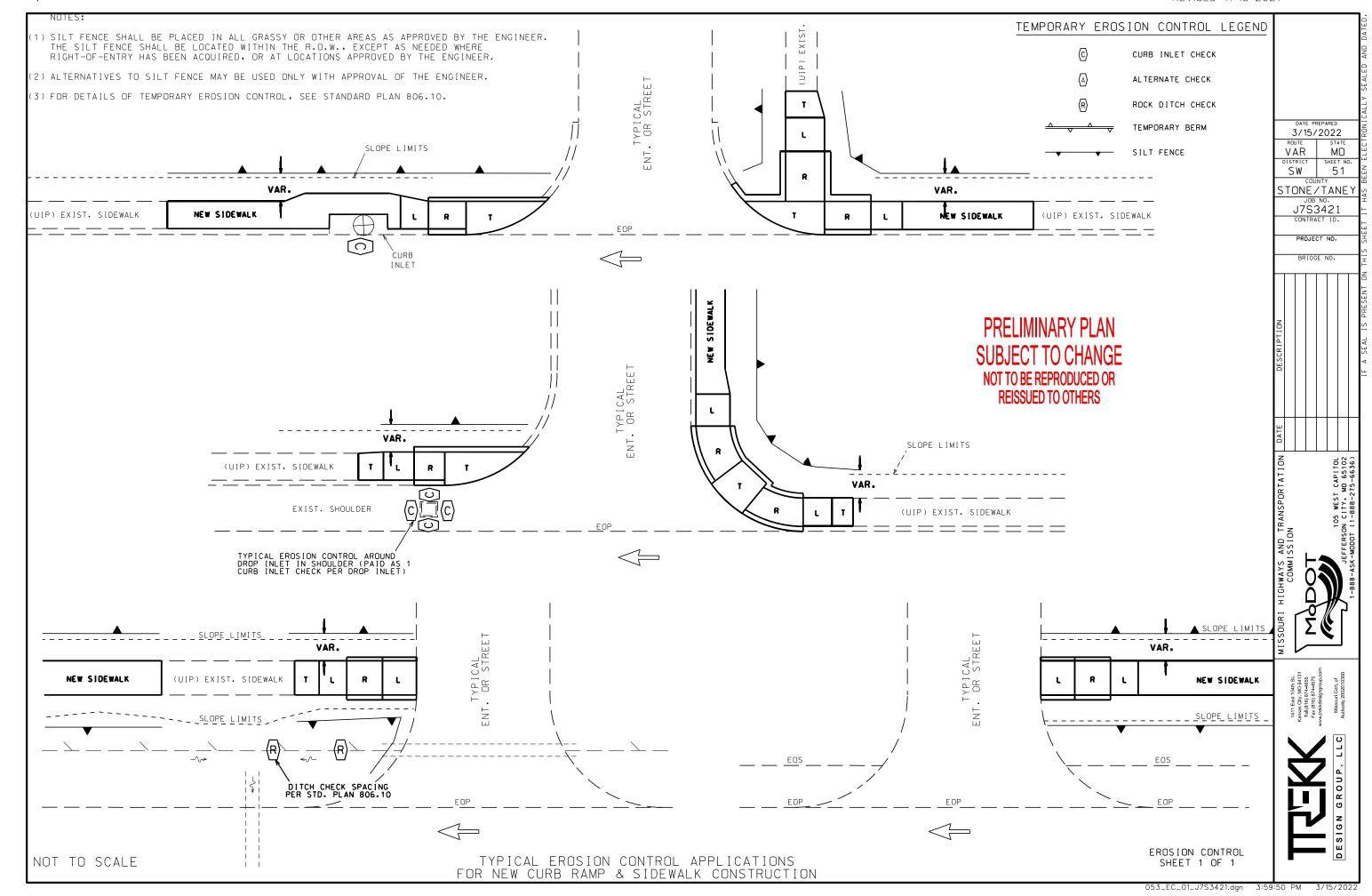












SPACING AND TAPER LENGTHS FOR WORK ZONE SIGNS, CHANNELIZERS

| SIGN SP | ACING FOR A | DVANCE SIGN SERIES (1) (2) |
|--------------|--------------|----------------------------------|
| PERMANENT | | |
| POSTED SPEED | UNDIVIDED | DIVIDED |
| MPH | HIGHWAYS (S) | HIGHWAYS (S) |
| 0-35 | 200′ | 200′ |
| 40-45 | 350′ | 500′ |
| 50-55 | 500′ | 1000′ |
| 60-70 | 1000′ | SA - 1000' SB - 1500' SC - 2640' |

NOTES:

- (1) SPACING BETWEEN SIGNS AND SPACING BETWEEN LAST SIGN AND FLAGGER, BEGINNING OF TAPER, OF SIGNED CONDITION.
- (2) SPACING MAY BE ADJUSTED AS NECESSARY TO MEET FIELD CONDITIONS.
- (3) TAPER LENGTHS SHOWN INCLUDE LENGTH REQUIRED FOR LANE AND 10' SHOULDER

| TAPER LENGTHS AND SPACING FOR CHANNELIZERS | | | | | | | |
|--|-----------|----------------|------|-----------------------|--------|------------------|-------------|
| PERMANENT | | (L) | | MINIMUM SHOULDER | BUFFER | MAXIMUM CHANNELI | ZER SPACING |
| POSTED SPEED | MINIMUM L | ANE TAPER LENG | STH | TAPER LENGTH (T1) | LENGTH | THROUGH | THROUGH |
| MPH | 10′ | 11′ | 12′ | BASED ON 10' SHOULDER | FΤ | TAPER | WORK AREA |
| 0-35 | 205′ | 225′ | 245′ | 70′ | 280′ | 35′ | 40′ |
| 40-45 | 450′ | 495′ | 540′ | 150′ | 400′ | 40′ | 80′ |
| 50-55 | 550′ | 605′ | 660′ | 185′ | 560′ | 50′ | 80′ |
| 60-70 | 700′ | 770′ | 840′ | 235′ | 840′ | 60′ | 120′ |

PRELIMINARY PLAN
SUBJECT TO CHANGE
NOT TO BE REPRODUCED OR
REISSUED TO OTHERS

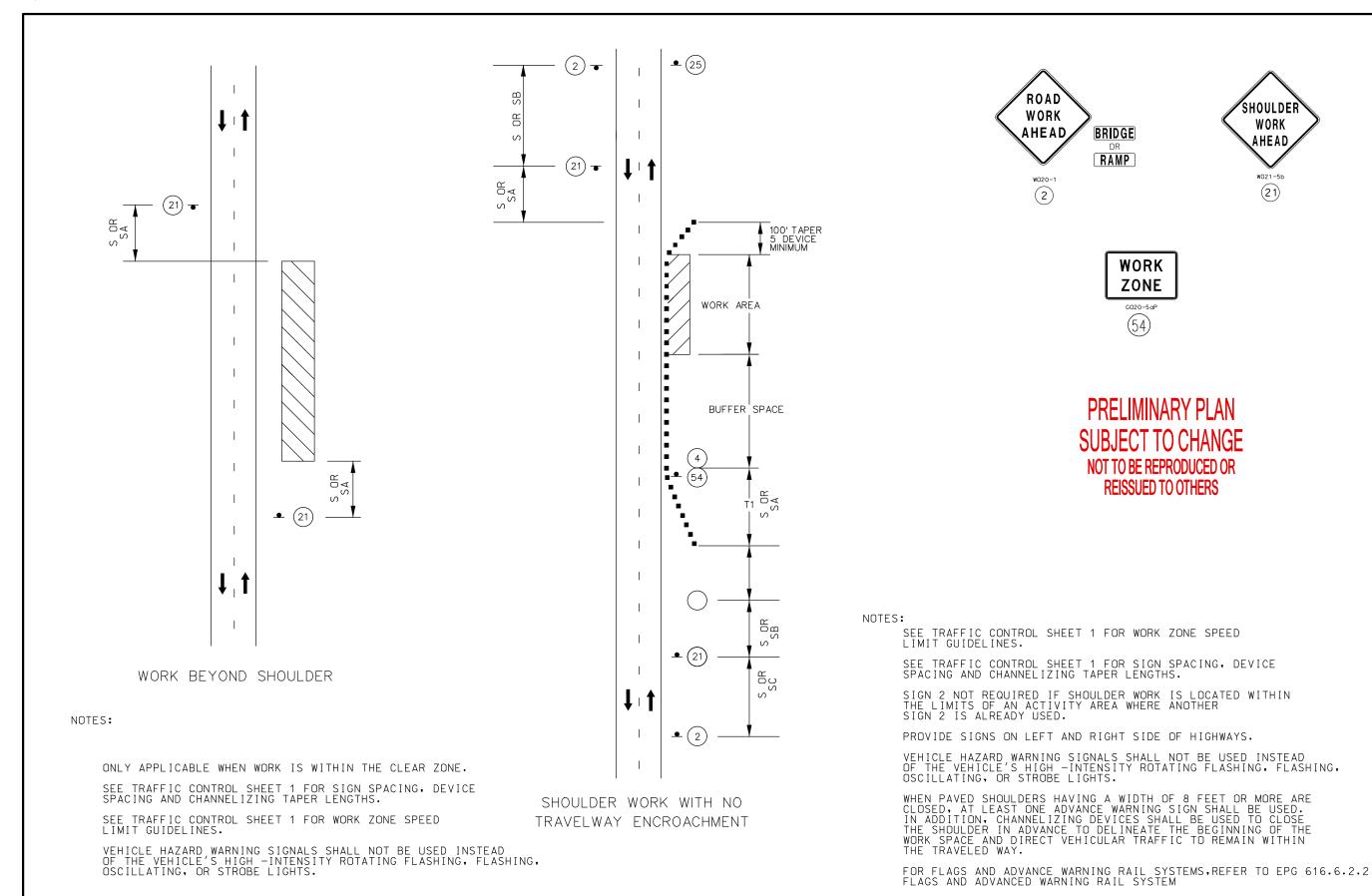
| EPG TABLE 616.12 RECOMMENDED MAXIMUM SPEED REDUCTIONS | | |
|--|--|--|
| ACTIVITY (I.E. WORKERS, EQUIPMENT OR MATERIAL) LOCATION | RECOMMENDED WORK ZONE SPEED REDUCTION (WHEN APPLICABLE) | |
| 10 FT. BEYOND EDGE OF TRAVELWAY TO EDGE OF RIGHT OF WAY | NO SPEED REDUCTION | |
| IN TRAFFIC LANE OR WITHIN 10FT. OF THE TRAFFIC LANE | 10 MPH | |
| HEAD-TO-HEAD ON MULTILANE | 10 MPH | |
| | | |

SPECIAL CIRCUMSTANCES WITHIN A TEMPORARY TRAFFIC CONTROL WORK ZONE MAY WARRANT A LOWER SPEED LIMIT THAN RECOMMENDED ABOVE. ALL SPEED LIMIT REDUCTIONS GREATER THAN 10 MPH SHALL BE DOCUMENTED, SUBMITTED TO AND APPROVED BY THE DISTRICT WORK ZONE COORDINATOR.

3/15/2022 VAR MO DISTRICT SHEET NO.
SW 52 STONE/TANEY J7S3421 CONTRACT ID. PROJECT NO.

PRELIMINARY NOT FOR CONSTRUCTION

TA-01



TA-03

STONE/TANE' J7S3421 PROJECT NO. BRIDGE NO.

3/15/2022

МΩ

SHEET NO

53

VAR

SW

TEMPORARY TRAFFIC CONTROL SHEET 2 OF 7

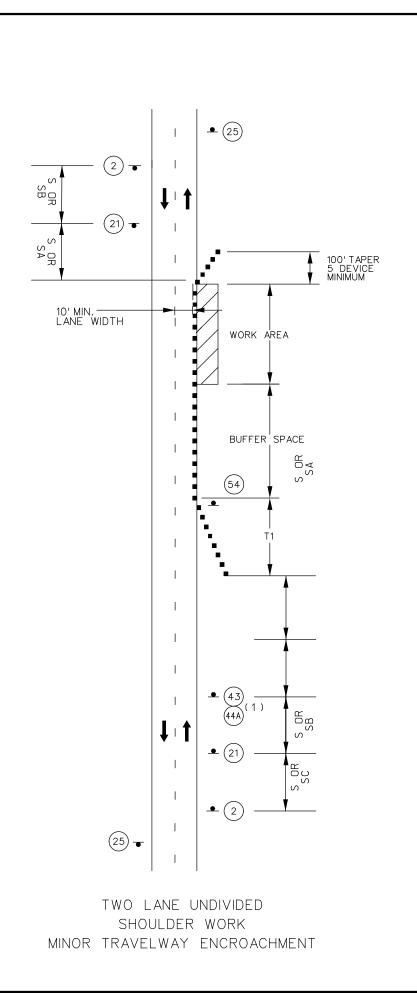
HOULDER

WORK

AHEAD

W021-5b

21)



ROAD ROAD SHOULDER NEXT WORK NARROW WORK XX MILES AHEAD BRIDGE AHEAD RAMP RAMP (44A) W020-1 W021-5b 21) **43** 2

> WORK ZONE

PRELIMINARY PLAN
SUBJECT TO CHANGE
NOT TO BE REPRODUCED OR
REISSUED TO OTHERS

NOTES:

SEE TRAFFIC CONTROL SHEET 1 FOR WORKZONE SPEED LIMIT GUIDELINES.

SEE TRAFFIC CONTROL SHEET 1 FOR SIGN SPACING, DEVICE SPACING AND CHANNELIZING TAPER LENGTHS.

SIGN 2 NOT REQUIRED IF SHOULDER WORK IS LOCATED WITHIN THE LIMITS OF AN ACTIVITY AREA WHERE ANOTHER SIGN 2 IS ALREADY USED.

THE PROTECTIVE VEHICLE MAY BE OMITTED IF A TAPER AND CHANNELIZING DEVICES ARE USED.

VEHICLE- MOUNTED SIGNS SHALL BE MOUNTED IN A MANNER SUCH THAT THEY ARE NOT OBSCURED BY EQUIPMENT OR SUPPLIES. SIGN LEGEND ON VEHICLE-MOUNTED SIGNS SHALL BE COVERED OR TURNED FROM VIEW WHEN WORK IS NOT IN PROGRESS.

VEHICLE HAZARD WARNING SIGNALS SHALL NOT BE USED INSTEAD OF THE VEHICLE'S ROTATING LIGHTS OR STROBE LIGHTS.

SHADOW AND WORK VEHICLES SHALL DISPLAY HIGH-DENSITY ROTATING, FLASHING, OSCILLATING, OR STROBE LIGHTS.

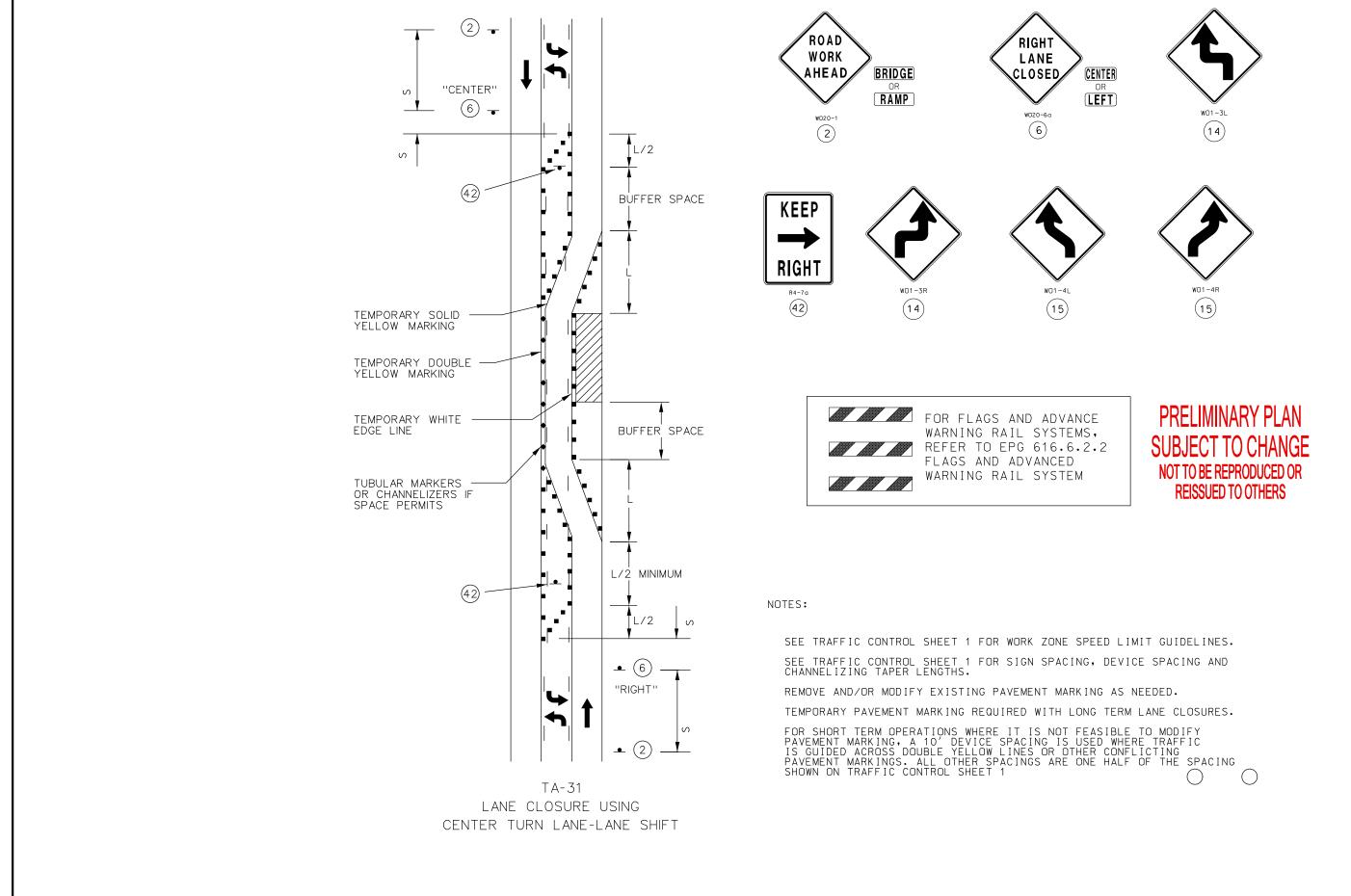
FOR FLAGS AND ADVANCE WARNING RAIL SYSTEMS, REFER TO EPG 616.6.2.2 FLAGS AND ADVANCED WARNING RAIL SYSTEM

(1). SIGN 44A NOT REQUIRED FOR NARROW LANE SECTIONS LESS THAN ONE MILE.

(54)

TA-06

TEMPORARY TRAFFIC CONTROL SHEET 3 OF 7



TEMPORARY TRAFFIC CONTROL SHEET 4 OF 7 3/15/2022

STONE/TANE

J7S3421

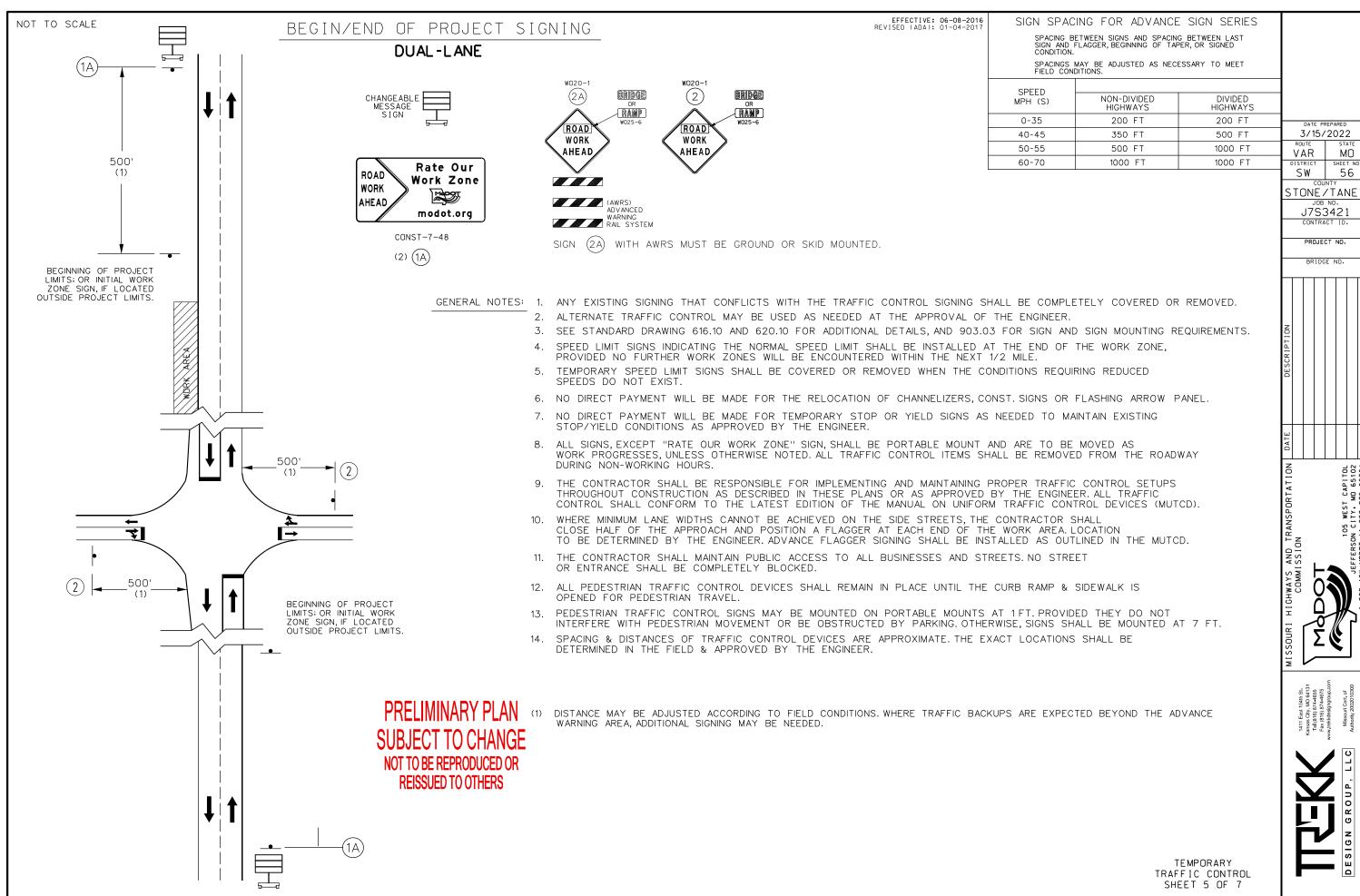
PROJECT NO.
BRIDGE NO.

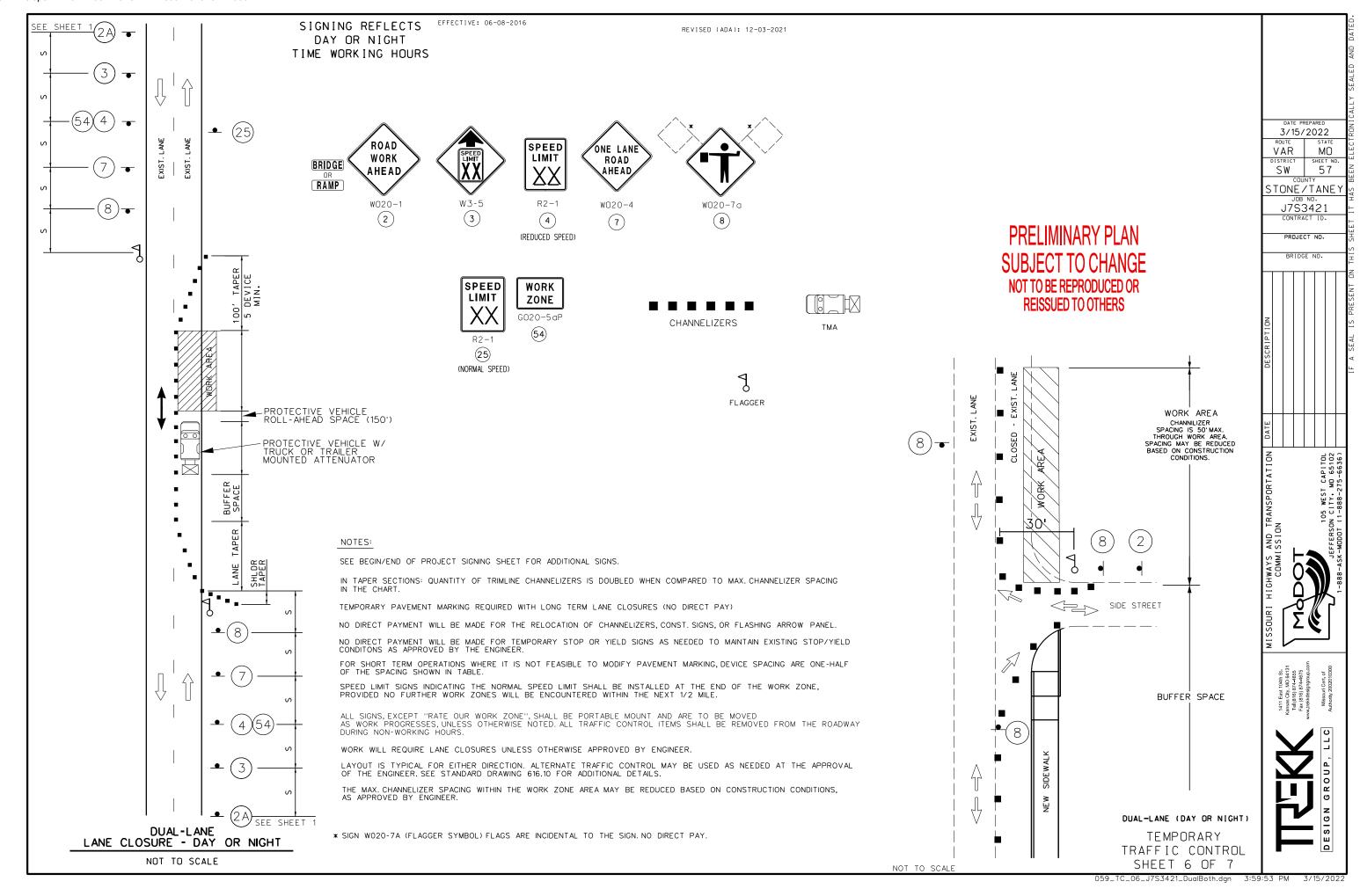
МΩ

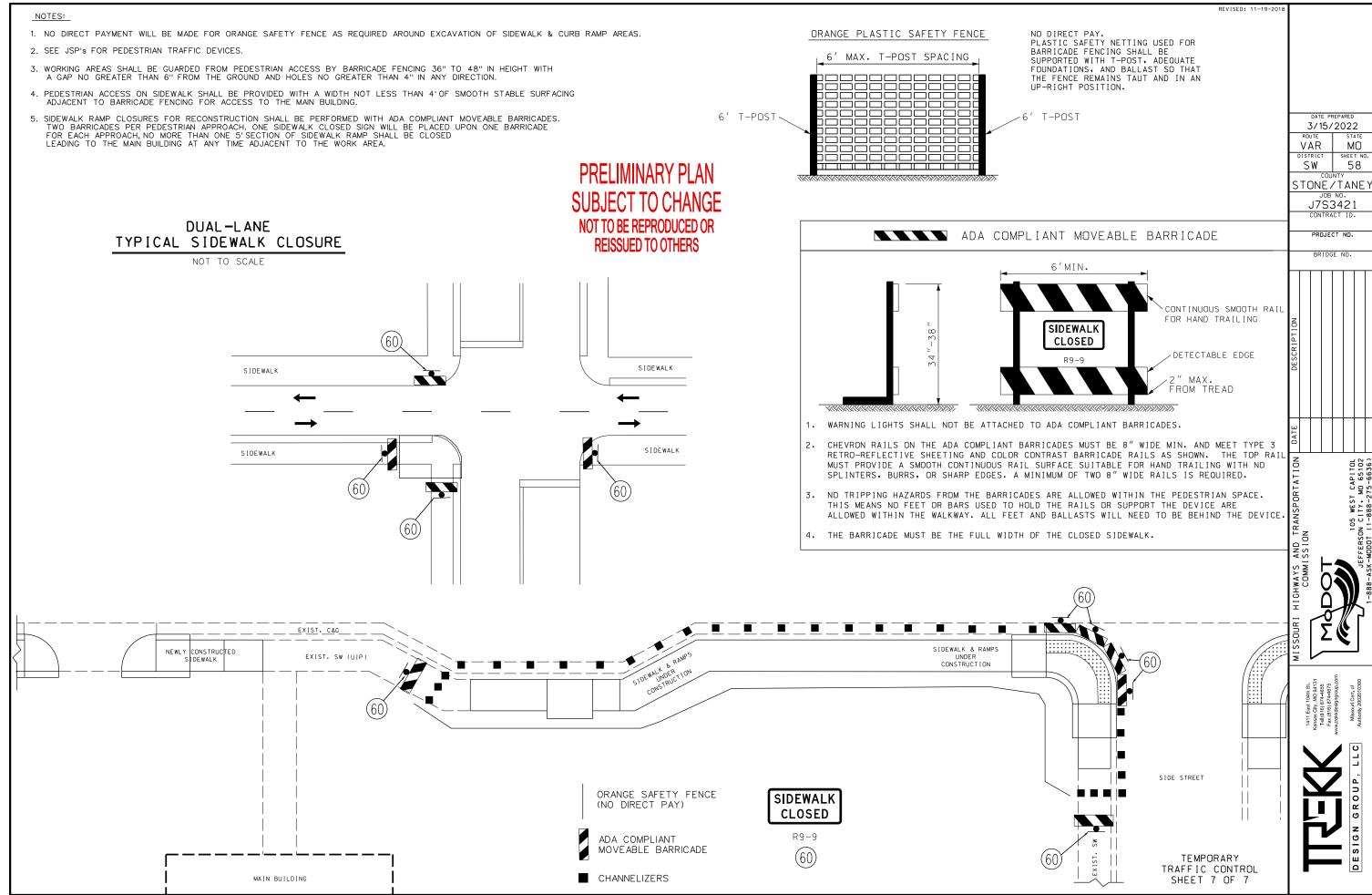
55

VAR

SW







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City Clerk

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John Arrington, Mayor

Collector@GalenaCityHall.org

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(Optional), Access Code

Electronic Record and Signature Disclosure:

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Bryce D. Gamblin

Bryce.Gamblin@modot.mo.gov

Security Level: Email, Account Authentication

(Optional)

Electronic Record and Signature Disclosure:

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Eric E. Schroeter

Eric.Schroeter@modot.mo.gov

Security Level: Email, Account Authentication

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Pamela J. Harlan

pamela.harlan@modot.mo.gov

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|------------------------------|--------|-----------|
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
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Dana L. Kaiser

Dana.Kaiser@modot.mo.gov

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(Optional)

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Jennifer Jorgensen

jennifer.jorgensen@modot.mo.gov

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| Payment Events | Status | Timestamps | | |
| Electronic Record and Signature Disclosure | | | | |

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- 13) You shall keep confidential all information, in whatever form, produced, prepared, observed or received by you to the extent that such information is confidential by law or otherwise required by the Commission.
- 14) This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Missouri. 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.
- 15) The terms of this agreement and any amendments thereafter shall remain in full force and effect for as long as DocuSign is active, or by thirty (30) days written notification by either party

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