

**MISSOURI LOGOS***An Interstate Logos Company*

Missouri Supplemental Guide Sign Program Participant Application

Date Sent:	<u>11/7/2024</u>
Category:	<u>Traffic Generator - Public</u>
Billing Name:	<u>Jackson County Parks and Recreation</u>
Participant Name:	<u>Fleming Park</u>
Billing Address:	<u>22807 SW Woods Chapel Rd</u>
Physical Address:	<u>22807 SW Woods Chapel Rd</u>
	<u>Blue Springs, MO 64015</u>
Contact Person:	<u>Tina Spallo</u>
Participant Number:	<u>88</u>
Phone:	<u>(816) 503-4823</u>
Location Phone:	<u>(816) 503-4800</u>
E-Mail:	<u>tspallo@jacksongov.org</u>
Website:	_____
Location:	_____
Application Fee:	<u>0.00</u>

MINIMUM SERVICES REQUIRED FOR ELIGIBILITY

Please mark the criteria below with an "X" certifying that your location meets these minimum criteria to fully qualify for participation in the Missouri Supplemental Guide Sign Program.

- () Minimum annual attendance of 200,000 in rural areas, 250,000 in urban areas, and 300,000 in St. Louis and Kansas City metropolitan areas
- () Open for business 4 hours per day, at least 5 days per week, 1 of which must be a Saturday or Sunday, and fully operative and open to the traveling public for a minimum of 3 months each year
- () Public restrooms
- () Sufficient on premise parking to accommodate all visitors

I certify that the above statements are true and correct, and I will inform Missouri Logos of any changes to the above indicated information that may affect the availability of the service provided. I understand that either the Missouri Department of Transportation or Missouri Logos may make inquiries or inspections to ensure that the minimum requirements are being met. I understand that falsifying eligibility criteria will void any Application and/or Participant Contract with Missouri Logos and will result in removal from the Program with no reimbursement of fees paid.

Signature _____ Date _____

Date: 11/7/2024

Missouri Highways and Transportation Commission (MHTC)
Missouri Department of Transportation (MoDOT)
Supplemental Guide Sign Program (SGSP)
Participant Contract

Contract Number:
Participant Number: 88
Contract Status: New Installation
Category: Traffic Generator - Pu

Customer Name: Jackson County Parks and Recreation
Billing Address: 22807 SW Woods Chapel Rd
Blue Springs, MO 64015
Contact Person: Tina Spallo
Phone: (816) 503-4823
E-Mail: tspallo@jacksongov.org

Participant Name: Fleming Park
Physical Address: 22807 SW Woods Chapel Rd
Blue Springs, MO 64015
Location Phone: (816) 503-4800
Website: _____

Participant hereby authorizes and instructs Missouri Logos (ML) to maintain its supplemental guide sign(s) as described below through June 30, 2025.

Route	Intersection	Dir	Type	Square Footage	Fabrication/Construction Cost (Year One)	Annual Fee (Beginning in Year Two)
I 470	012	E	Mainline	70	\$1,750.00	\$350.00
I 470	014	W	Mainline	70	\$1,750.00	\$350.00
I 470	012	E	Ramp	12	\$300.00	\$60.00
I 470	014	W	Ramp	12	\$300.00	\$60.00
MO 007	Moreland School Rd	N	Mainline	0	\$0.00	\$0.00
MO 007	Moreland School Rd	S	Mainline	0	\$0.00	\$0.00
Total:					\$4,100.00	\$820.00

This agreement will automatically renew for an additional one (1) year term each year at the anniversary date, unless, one or both parties to the contract notify the other party in writing of their intent not to renew at least thirty (30) days prior to the expiration of any contract period. ML will send a written notice annually confirming their intent to renew. No response by the Participant within thirty (30) days prior to the end of any contract period will be considered an intent to renew.

Participant represents and warrants that it meets or exceeds the minimum eligibility criteria required for participation in the MHTC and the MoDOT SGSP as outlined in the Rules and Regulations pertaining to the Program, and will continue to do so during the term of this contract and any extension thereof.

Participant understands that ML will install and maintain supplemental guide sign(s) in accordance with ML's contract with the MHTC and the MoDOT under the State's SGSP.

In consideration of the herein described service, Participant hereby promises and agrees to pay ML the above shown Fabrication/Construction Cost for year one (1) of participation upon execution of this contract, and the Annual Fee beginning year (2) and each subsequent year of participation. Billing will be rendered annually and due upon receipt.

This contract is signed and accepted by an authorized representative of Participant and subject to the Standard Conditions attached and all Rules and Regulations governing the SGSP.

By: _____ Date: / / Approved By: _____

Missouri Logos

Print Name: _____ Date: / /

Standard Conditions

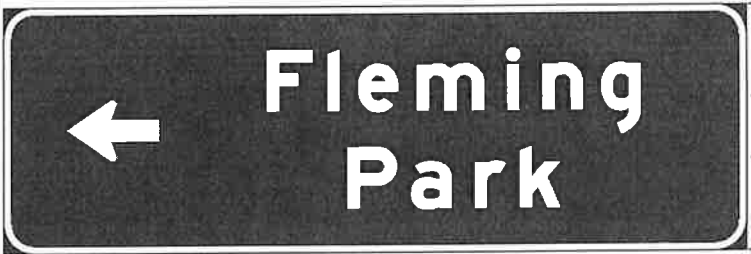
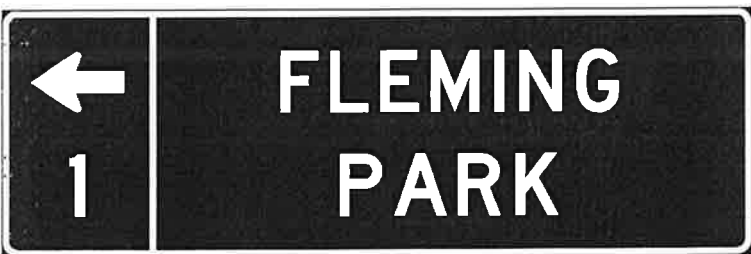
1. **CLARIFICATION OF TERMS OF THE CONTRACT.** The terms "Missouri Logos", "ML", and "Participant" when used herein shall include either singular or plural, masculine or feminine as the case may be; and the provisions of this Contract shall bind the parties mutually and their heirs, executors, administrators, successors, and assigns. The agent, officer, or employee of Participant who has executed this Contract hereby represents that he/she is duly authorized to make this Contract on behalf of the Participant. Whenever "ML" is used in this Contract it shall refer to Missouri Logos. Whenever "MHTC" is used in this Contract it shall refer to the Missouri Highways and Transportation Commission. Whenever "MoDOT" is used in this Contract it shall refer to the Missouri Department of Transportation. Whenever "SGSP" is used in this Contract it shall refer to the Missouri Supplemental Guide Sign Program. "Business logo panel" means separately attached sign mounted on a rectangular SGSP sign structure to show the name, brand, symbol, logo, trademark, or combination of these for the Participant's motorist service available on a crossroad at or near an interchange or intersection maintained by ML in accordance with its Contract with the MHTC and the MoDOT.
2. **AGREEMENT.** This Contract, front and back, constitutes the entire agreement between Participant and ML. ML shall not be bound by any stipulation, condition, or agreement, not set forth herein. Waiver by ML of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
3. **CONFORMITY.** Participant represents and warrants that it is, and will continue at all times during this Contract, to be in conformity with all Federal and State laws including those requiring Participant to provide its services without regard to race, color, sex, religion, age, or national origin.
4. **BUSINESS LOGO PANEL.** It is the Participant's responsibility, at its expense, to provide business logo panel(s) for this Contract in accordance with the specifications of ML, the MHTC, and the MoDOT. If ML is to furnish business logo panel(s) for Participant, Participant will be charged a fee for manufacturing. The business logo panel(s) may consist of Participant's name, trademark, or symbol, providing it does not resemble any traffic sign, symbol, or device.
5. **DESIGN.** If ML is requested by Participant to submit artwork, then artwork submitted by ML shall be approved or substitute artwork shall be furnished by Participant within ten (10) days after submission. In case of default in furnishing or approval of artwork by Participant, then commencement of service shall be deemed to occur on the dates on which the various spaces are available for service. Participant warrants that approved artwork does not infringe upon any trademark or copyright, State or Federal. Participant agrees to defend, indemnify, and hold ML, the MHTC, and the MoDOT free and harmless from any and all lost liability, claims, and demands, including attorney's fees, arising out of the character, contents, or subject matter of any design displayed pursuant to this Contract. ML reserves the right to reject any business sign design not acceptable to the MHTC or the MoDOT.
6. **MAINTENANCE AND REPAIRS.** ML will inspect the business logo panels and SGSP sign structures at reasonable intervals. ML shall be responsible for regular cleaning of the business logo panels and SGSP sign structures. Participant shall promptly notify ML of any damage to or disrepair of the SGSP sign structures and ML shall promptly notify Participant of any damage to or disrepair of Participant's business logo panel(s). Upon notice from ML that repairs to a business logo panel are necessary, Participant shall Contract with ML to perform installation, removal, or replacement of Participant's business logo panel(s) due to theft, vandalism, natural deterioration, or other damage. Such repairs, removal, reinstallation, and replacement of Participant's business logo panel(s) will be at Participant's expense.
7. **COMMENCEMENT OF CONTRACT.** The initial commencement date is the actual date of installation.
8. **ACCEPTANCE OF CONTRACT.** This Contract shall become binding upon execution of a duly authorized officer or agent of Participant and acceptance by an officer of ML. ML may take reasonable time to check credit and retains the right not to accept this Contract.
9. **CANCELLATION.** In the event of termination of the Agreement between ML and the MHTC, this Contract and the fee due will transfer in its entirety, from ML to the MoDOT, and continue as a valid Contract between the Participant and the MoDOT.
10. **SEVERABILITY.** This Contract is to be governed by and construed according to the laws of the State of Missouri. Any provision of this Contract which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition of unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, Participant hereby waives any provision of law which renders any provision hereof prohibitive or unenforceable in any respect.
11. **UNCONTROLLABLE DELAYS AND INTERRUPTIONS TO SERVICE.** ML shall not be liable for loss or damage on account of delay(s) due to inclement weather, fire, or other casualty loss, strikes, governmental laws, rules, or regulations, act of Providence, or any other reason not in ML's control. In the event ML is responsible for a delay or interruption, ML may either issue necessary credit(s) or extend the Contract beyond its termination date to make up for the delay or interruption. In the event any of the locations covered by this Contract become so impaired as to permanently destroy the value, Customer may delete such location from this Contract. In either case, Customer shall be given credit pro rata, for the deleted location, and it shall have no further rights against ML.
12. **PAYMENT DEFAULT.** Upon default in the punctual payment of the Contract indebtedness or any part thereof, as the same shall become due and payable, the entire amount of the indebtedness contracted for herein shall be matured and shall be due and payable immediately, at the option of ML, and unless same is promptly paid, ML may, at its option, discontinue, without notice, the service contracted for herein provided, however, that such discontinuance shall not relieve Customer of the Contract indebtedness. All payments in arrears shall bear interest at the highest Contract rate permitted by law, not to exceed 1-1/2% per month. In addition, Customer shall pay ML all costs and expenses of exercising its right under this Contract, including reasonable attorney's fees of not less than 25% of the amount due, or \$250.00 whichever is greater.
13. **TERMINATION FOR DEFAULT.** The Contract will be terminated and Participant's sign(s) will be removed for default if the establishment ceases to exist; is found in non-compliance with eligibility or other criteria and all corrections are not made within thirty (30) calendar days of written notice; nonpayment of invoice within thirty (30) days of due date; is in default of any liability, obligation, covenant, warranties, or certification made by the establishment and continuance of such default for ten (10) days after receiving written notice.
14. **DISQUALIFICATION.** Erection and maintenance of any advertising device found to be in violation of State or Federal laws or regulations shall disqualify a business from participating in the SGSP, and shall be cause for the removal of any previously authorized sign(s) without reimbursement.
15. **RIGHT OF REFUSAL.** The MHTC or the MoDOT have the right to reject and refuse a Participant's Contract at any location, in its sole discretion, if it is determined to not be in the best interest of the MHTC or the MoDOT.
16. **SEASONAL.** Participants with seasonal sign(s) will be charged a removal and reinstallation fee for each occurrence in addition to the entire annual fee.

Participant Initial: _____

Highway	I 470
Exit	12 and 14
Crossroad	NE Woods Chapel Rd.
County	Jackson
Date	9/20/2024

Sign Display Detail

Jackson County – Fleming Park

Sign #: 1	Type: Mainline	Direction: E	Sign #: 2	Type: Mainline	Direction: W
Size: 14' x 5'	Sq/Ft: 70		Size: 14' x 5'	Sq/Ft: 70	
					
Sign #: 3	Type: Ramp	Direction: E	Sign #: 4	Type: Ramp	Direction: W
Size: 6' x 2'	Sq/Ft: 12		Size: 6' x 2'	Sq/Ft: 12	
					
Sign #: 5	Type: Ramp	Direction: N	Sign #: 6	Type: Ramp	Direction: S
Size: 6' x 2'	Sq/Ft: 12		Size: 6' x 2'	Sq/Ft: 12	
					

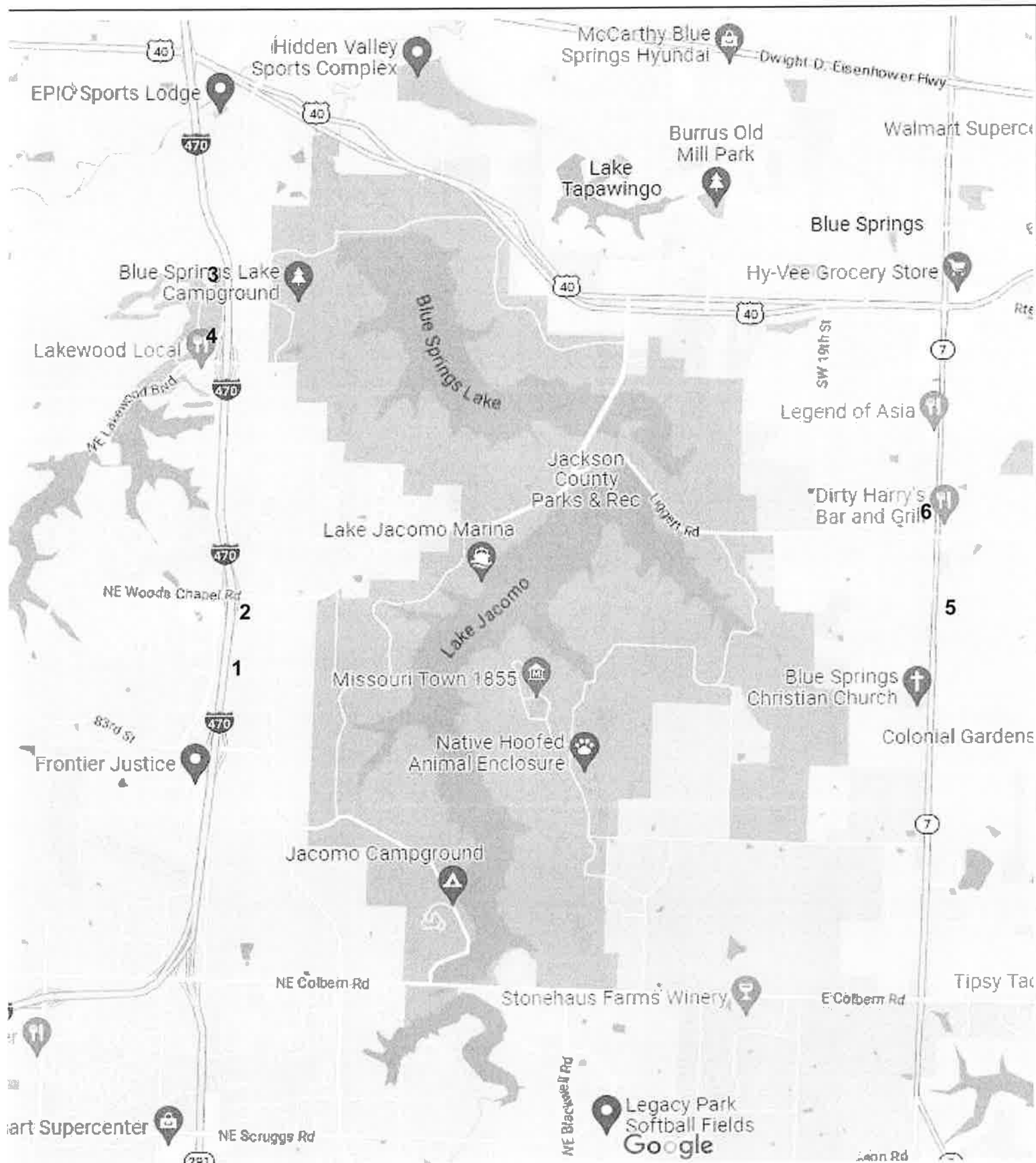
Approved by:

Date:

Print Name:

Highway	I 470
Exit	12 and 14
Crossroad	Woods Chapel Rd
County	Jackson
Date	9/20/2024

Sign Location Detail Jackson County – Fleming Park



Map depicts approximate sign location only



Missouri Highways and Transportation Commission
(MHTC)
Missouri Department of Transportation (MoDOT)

Date: 11/7/2024

Tourist Oriented Directional Signing (TODS) Program
Participation Agreement (Contract)

Contract Number: 4803143
Account Number: 814039-2

Customer: JACKSON COUNTY PARKS AND RECREATION
Contact: Tina Spallo
Email Address: TSpallo@jacksongov.org
Billing Address: 22807 SW WOODS CHAPEL RD
BLUE SPRINGS, MO 64015
Phone Number: (816)503-4823
Website:

Participant: FLEMING PARK
Supplemental Message:
Store Number:
Location Address: 22807 SW WOODS CHAPEL RD
BLUE SPRINGS, MO 64015
Location Phone Number: (816)503-4800
Ownership: Corporate Franchise Individual
(Please choose one)

Route	Interchange	Direction	Mainline(s)	Ramp(s)	Trailblazer(s)	Price Per Year
MO 007	Moreland School Rd	North	1	0	0	450.00
MO 007	Moreland School Rd	South	1	0	0	450.00
Total			2	0	0	900.00

Participant hereby authorizes and instructs Missouri Logos (ML) to install and/or maintain its TODS plaque(s) as described above through 06/30/2025.

This contract will automatically renew for an additional one (1) year term each year on the anniversary date of any contract term, unless one or both parties to the contract notify the other party in writing of their intent not to renew at least thirty (30) days prior to the expiration of any contract term.

Participant understands that ML will maintain the TODS plaque(s) in accordance with ML's contract with MHTC/MoDOT under the State's TODS Program. TODS plaque(s) and business logo panel(s) must conform to MHTC/MoDOT specifications, continue to meet minimum retroreflectivity, and must not be excessively faded or deteriorated.

Participant represents and warrants that it is, and will continue to be during the term of this contract and any extensions thereof, a qualified location with all facilities and operations for such service required for participation.

In consideration of the herein described service, Participant hereby promises and agrees to pay ML the above annual participation fee. A fee, per TODS plaque, per occurrence, is also required for fabrication of replacement TODS plaque(s) and installation of replacement TODS plaque(s).

This contract is signed and accepted by an authorized representative of Participant and subject to the Standard Conditions provided, as well as the Rules and Regulations governing the Program.

Customer: JACKSON COUNTY PARKS AND RECREATION

Missouri Logos Partnership
4742-A Country Club Drive

Signed By: _____ Date ____/____/____

Jefferson City, MO 65109
(573) 893-6662 (800) 666-3514 Toll-Free

Print Name: _____

Accepted By: _____ Date ____/____/____



Standard Conditions

1. **CLARIFICATION OF TERMS OF THE PARTICIPATION AGREEMENT (CONTRACT).** The terms "Missouri Logos", "ML", and "Participant" when used herein shall include either singular or plural, masculine or feminine as the case may be; and the provisions of the contract shall bind the parties mutually and their heirs, executors, administrators, successors, and assigns. The agent, officer, or employee of Participant who has executed the contract hereby represents that he/she is duly authorized to execute the contract on behalf of the Participant. Whenever "ML" is used in the contract it shall refer to Missouri Logos, a subsidiary of Interstate Logos. Whenever "MHTC" is used in the contract it shall refer to the Missouri Highways and Transportation Commission and whenever "MoDOT" is used in the contract it shall refer to the Missouri Department of Transportation who are responsible for authorization and oversight of the Missouri Tourist Oriented Directional Signing (TODS) Program. Whenever "TODS plaque" is used in the contract it shall mean a sign showing the name of the Participant's location on a crossroad at or near an eligible intersection in accordance with ML's contract with MHTC/MoDOT. Whenever "business logo panel" is used in the contract it shall mean a separately attached sign mounted on a TODS plaque showing the name, brand, symbol, logo, trademark, or combination of these for the Participant's location.
2. **AGREEMENT.** The Participation Agreement (Contract) and these Standard Conditions constitutes the entire agreement between Participant and ML. ML shall not be bound by any stipulation, condition, or agreement, not set forth herein. Waiver by ML of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
3. **CONFORMITY.** Participant represents and warrants that it is, and will continue at all times during the contract term and any extension thereof to be, in conformity with all Federal and State laws, including those requiring Participant to provide its services without regard to race, color, sex, religion, age, or national origin.
4. **TODS PLAQUE AND BUSINESS LOGO PANEL.** If a business logo panel is necessary, it is the Participant's responsibility, at its expense, to provide business logo panel(s) for the contract in accordance with the specifications of ML and MHTC/MoDOT. If ML is to furnish business logo panel(s) for Participant, Participant will be charged a fee for fabrication. Participant warrants that approved TODS plaque design and/or artwork for business logo panel(s) does not infringe upon any trademark or copyright, State or Federal. Participant agrees to defend, indemnify, and hold ML and MHTC/MoDOT free and harmless from any and all loss, liability, claims, and demands, including attorney's fees, arising out of the character, content, or subject matter of any design displayed pursuant to the contract. ML reserves the right to reject any design not acceptable to MHTC/MoDOT.
5. **MAINTENANCE AND REPAIRS.** Participant is responsible to contract with and pay ML for all removal, reinstallation, and/or replacement expenses for its TODS plaque(s) and/or business logo panel(s) due to theft, vandalism, natural deterioration, or other damage. ML will inspect the TODS plaque(s) and business logo panel(s) at reasonable intervals and notify Participant when repairs and/or replacements are necessary.
6. **COMMENCEMENT OF CONTRACT.** The initial commencement date for service is the actual date of completion of TODS plaque(s) installation, and the initial annual participation fee will be prorated from this date.
7. **ACCEPTANCE OF CONTRACT.** The contract shall become binding upon execution of a duly authorized officer or agent of Participant and acceptance by an authorized agent of ML. ML may take reasonable time to check credit and retains the right not to accept the contract. ML also reserves the right not to accept the contract if not signed and returned by Participant within forty-five (45) days of date sent to Participant by ML. MHTC/MoDOT reserves the right to reject and refuse any location, in its sole discretion.
8. **CANCELLATION AND REFUND.** In the event of termination of the contract agreement between ML and MHTC/MoDOT, the Participation Agreement (Contract) will transfer to MHTC/MoDOT or MHTC/MoDOT's designated contractor and/or ML shall refund any unearned prepaid charges.
9. **SEVERABILITY.** The contract is to be governed by and construed according to the laws of the State of Missouri. Any provision of the contract which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, Participant hereby waives any provision of law which renders any provision hereof prohibitive or unenforceable in any respect.
10. **UNCONTROLLABLE DELAYS AND INTERRUPTIONS TO SERVICE.** ML shall not be liable for loss or damage on account of delay(s) or interruption(s) due to inclement weather, fire, or other casualty loss, strikes, governmental laws, rules, regulations, act of Providence, quarantines, or any other reason not in ML's control. In the event ML is responsible for a delay or interruption, ML may either issue necessary credit(s) or extend the contract beyond its termination date to make up for the delay or interruption. In the event any of the sign locations covered by the contract become so impaired as to permanently destroy the value, ML may delete such sign location from the contract. In either case, Participant shall be given credit pro rata for the deleted sign location, and it shall have no further rights against ML. It is also recognized by both parties that highway construction may temporarily interfere with the location and/or the visibility of TODS plaque(s), and that some activities or circumstances may require the removal and/or relocation of TODS plaque(s). Such activities include, but are not limited to, construction of new intersections or new higher priority sign structures, and/or changes in the necessary regulatory, warning, guide, or traffic generator signs. If such activities occur, ML or MHTC/MoDOT shall not be held liable for claims of cost resulting from the removal and/or relocation of the structure(s). If permanent removal of any TODS plaque(s) included in the contract is required due to spacing, construction, or any other reason, the contract will be null and void and ML shall refund any unearned prepaid charges.
11. **PAYMENT DEFAULT.** Upon default in the punctual payment of the contract indebtedness or any part thereof, as the same shall become due and payable, the entire amount of the indebtedness contracted for herein shall be matured and shall be due and payable immediately. At the option of ML unless same is promptly paid, ML may discontinue, without notice, the service contracted for herein provided; however, such discontinuance shall not relieve Participant of the contract indebtedness. Participant shall pay ML all costs and expenses of exercising its rights under the contract, including reasonable attorney's fees of not less than 25% of the amount due, or \$250.00 whichever is greater.
12. **TERMINATION FOR DEFAULT.** The contract will be terminated and Participant's TODS plaque(s) will be removed for default if the establishment: ceases to exist; is found in non-compliance with eligibility or other criteria and all corrections are not made within the time specified in the written notice; does not make payment within the time specified on any invoice; is in default of any liability, obligation, covenant, warranties, or certification made by the establishment and continuance of such default beyond the time specified for correction in the written notice.
13. **DISQUALIFICATION.** Erection and maintenance of any advertising device found to be in violation of State or Federal laws or regulations may disqualify a facility from participating, and may be cause for the removal of any previously authorized TODS plaque(s) without reimbursement.
14. Participant understands that the fees charged are approved by MHTC/MoDOT, and that MHTC/MoDOT reserves the right to adjust these fees. ML will provide written notice to Participant of any fee adjustments at least sixty (60) days prior to any new fees going into effect. Participant may continue the contract with the new fees or cancel the contract by providing ML written notice at least thirty (30) days prior to any new fees going into effect.

