

RESOLUTION NO. 051109-1

**A RESOLUTION OF THE BOROUGH OF GETTYSBURG, ADAMS COUNTY, PENNSYLVANIA, ESTABLISHING A SIGNING DISTRICT WITHIN THE BOROUGH OF GETTYSBURG AND AUTHORIZING ENTRY INTO AN AGREEMENT WITH THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTATION RELATIVE TO THE SIGNING DISTRICT PURSUANT TO THE DEPARTMENT OF TRANSPORTATION'S TOURIST ORIENTED DIRECTIONAL SIGNS (TODS) PROGRAM.**

**WHEREAS**, the Department of Transportation of the Commonwealth of Pennsylvania (hereinafter the "Department") conducts a program to enhance public safety, tourism and economic development through the use of Tourist Oriented Directional Signs (hereinafter "TODS"); and

**WHEREAS**, consistent with TODS, a governmental sponsor may establish a geographical area (hereinafter a "signing district") in order to coordinate, provide, install and maintain signs to be placed within the State highway right-of-way indicating names of attractions with directional guidance to the same, all as authorized by the TODS program; and

**WHEREAS**, the Borough of Gettysburg desires to establish a signing district in order to enhance public safety and promote tourism and economic development within the Borough of Gettysburg through the use of signs consistent with the TODS program; and

**WHEREAS**, the signing district to be established by the Borough of Gettysburg pursuant to the TODS program consists of all areas within the Borough of Gettysburg along State highways as shown on Exhibit "A" attached hereto; and

**WHEREAS**, in order to establish a signing district consistent with the TODS program, the Borough of Gettysburg must enter into an Agreement with the Department setting forth the terms under which the Borough will act as sponsor of the signing district. A form of Agreement to be entered into with the Department is attached hereto as Exhibit "B."


**WHEREFORE, BE IT RESOLVED**, that the Borough Council of the Borough of Gettysburg hereby establishes a signing district consistent with the TODS program of the Department as shown on Exhibit "A" attached hereto.

**BE IT FURTHER RESOLVED**, that the Borough Council of the Borough of Gettysburg does hereby authorize the Borough of Gettysburg to enter into an Agreement with the Department in the form annexed hereto as Exhibit "B."

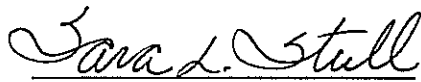
**BE IT FURTHER RESOLVED**, that Edwin R. Peterson, President of Borough Council and Sara L. Stull, Secretary be authorized to execute and deliver the Agreement on behalf of the Borough of Gettysburg substantially in the form attached hereto as Exhibit "B" along with any other documents necessary to effectuate said Agreement.

**THIS RESOLUTION DULY ADOPTED** according to law on the 11<sup>th</sup> day of May, 2009, at a duly advertised regular meeting of the Borough Council of the Borough of Gettysburg.


**BOROUGH OF GETTYSBURG**

By:   
Edwin R. Peterson  
President of Borough Council

Attest:

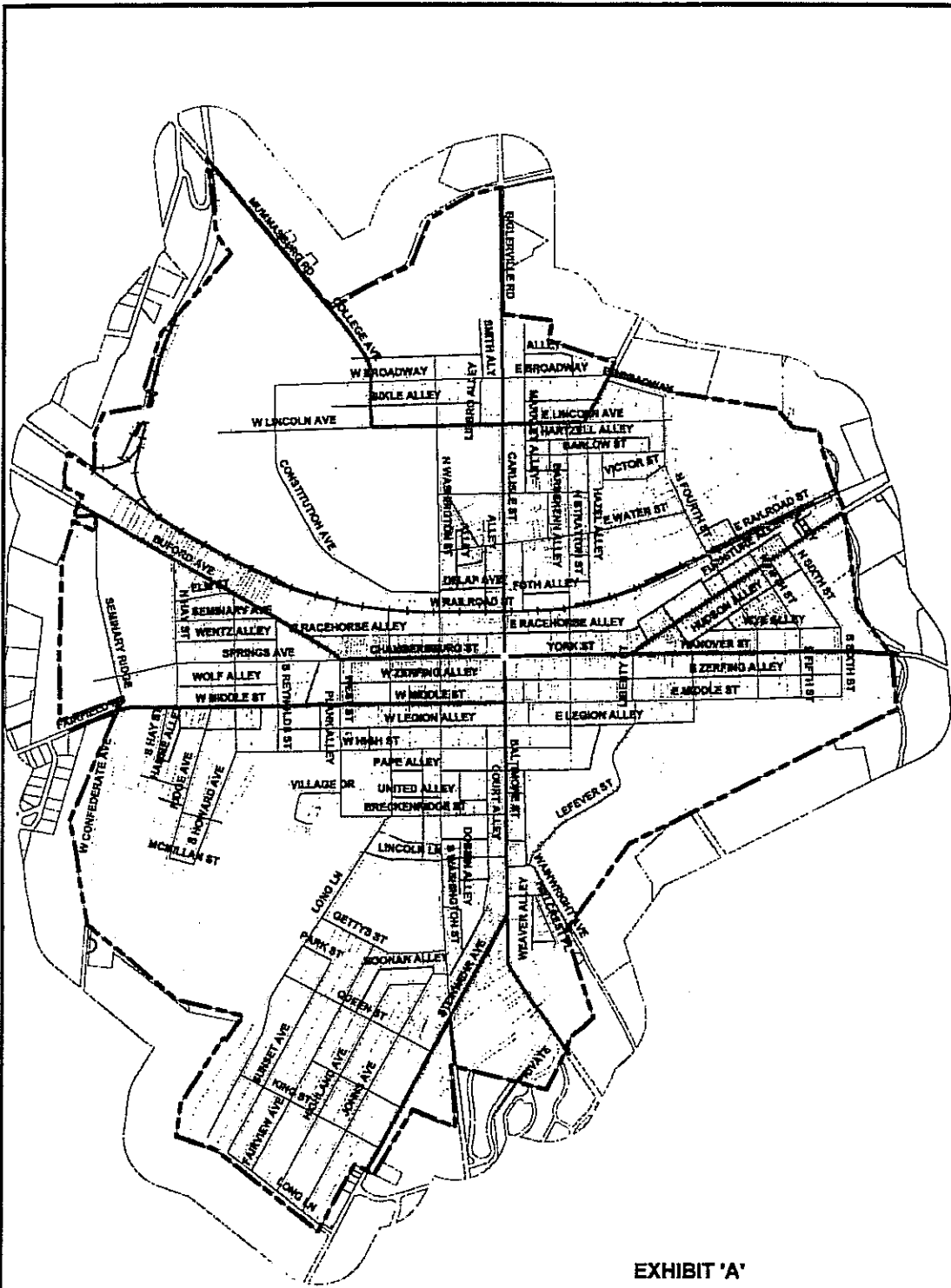
  
Sara L. Stull, Secretary

**APPROVED** this 11<sup>th</sup> day of May, 2009.

  
William E. Troxell, Mayor

**Exhibit "A"**





**EXHIBIT 'A'**  
**BOROUGH OF GETTYSBURG**  
**SIGNING DISTRICT**  
**UNDER PENNDOT'S TOURIST ORIENTED**  
**DIRECTIONAL SIGNS PROGRAM**

**GETTYSBURG BOROUGH**  
**ADAMS COUNTY, PENNSYLVANIA**



Legend	
	BOROUGH
	STATE
	BOROUGH BOUNDARY

BASE MAP SOURCE: ADAMS COUNTY GIS/MAPPING DEPARTMENT AND PLANNING DEPARTMENT. BOROUGH BOUNDARY DOES NOT NECESSARILY MATCH PREVIOUS MAPS OR DESCRIPTIONS OF THE BOROUGH'S BOUNDARY. NO SURVEYS WERE PERFORMED TO VERIFY LOCATIONS.

**Exhibit "B"**

Agreement # 4700200802008  
FID# 23-6002866

THIS AGREEMENT, made this 11 day of MAY, 2008,  
between the Commonwealth of Pennsylvania, acting through the Department of Transportation,  
herein called the Department,

a n d

the Borough of Gettysburg, a political subdivision located in Adams County, with its address at  
59 East High Street, Gettysburg, Pennsylvania 17325, hereinafter called the Sponsor.

#### BACKGROUND

- A. Pursuant to authority granted by Act 1975-161, the Department conducts a program to enhance public safety, tourism and economic development through the use of Tourist Oriented Directional Signs (TODS).
- B. The Department has established guidelines which are contained in Publication 46, the Traffic Engineering and Operations Manual (Manual).
- C. The Manual provides for establishment of a signing district which is a geographical area for which a governmental sponsor is willing to enter into an Agreement with the Department to coordinate, provide, install, and maintain attraction signing authorized and agreed to by the Department.
- D. The Sponsor has agreed to establish a signing district pursuant to the terms of this Agreement and in accordance with the Manual.

NOW, THEREFORE, the parties agree, with the intention of being legally bound, to the following:

1. The recitals set forth above are incorporated herein and made an integral part of this Agreement.
2. Subject to the conditions set forth in this Agreement and in the Manual, the Department authorizes the establishment of a signing district which will be under the jurisdiction of the Sponsor. The area to be included in the signing district is shown on Exhibit A, attached hereto and made part hereof.
3. The Sponsor agrees to accept the responsibility of the signing district in accordance with the terms of this Agreement and the Manual, which is incorporated herein by reference as though physically attached hereto.
4. The Sponsor shall require any applicant who wishes to utilize attraction signs to satisfactorily complete the application process, if any, required by the Department.
5. Under no condition will the Sponsor administer the use of attraction signs other than in accordance with the Manual.
6. The Sponsor, subject to further review by the Department if requested, shall enter into an agreement with an applicant who has satisfactorily completed the application. That agreement shall establish responsibility for the location, installation, maintenance, repair, reconstruction and/or removal of all signs related to the authority granted thereunder.
7. The Sponsor will establish a fee structure for applicants and will collect the fees to be paid by the applicants for the necessary administration of the program which may include providing for the long-term financial viability of the signing district by establishing a sinking fund and investing such funds for the maintenance and replacement of signs, as necessitated by casualty or deterioration.
8. The Sponsor shall, and shall require any applicant, contractor, or other third party to agree to indemnify, to save harmless and, if requested, defend the Department, its officers and employees, from and against any and all suits, claims or actions for injury, death, or property

damage arising, or alleged to have arisen, out of any act or omission of Sponsor, applicant, contractor, or other third party pursuant to this Agreement, except that, Sponsor and any applicant, contractor or other third party shall have no obligation to the Department under this paragraph if and to the extent that such party has complied with the policies, rules, regulations, specifications, standards, guidelines and other requirements of the Department and/or the Department has expressly approved any act or omission of Sponsor or of any applicant, contractor or other third party.

9. The Sponsor agrees to comply with, and shall require all applicants to comply with, Contractor Integrity Provisions attached as Exhibit B, Provisions Concerning the Americans with Disabilities Act attached as Exhibit C, Contractor Responsibility Provisions attached as Exhibit D and Non-Discrimination/Sexual Harassment Clause attached as Exhibit E, and made part of this Agreement.

10. The Sponsor agrees that any actions against the Department arising out of this Agreement shall be governed by the Administrative Agency Law, 2 Pa C.S. §501-508 and §701-704 and 1 PA Code chapters 31, 33 and 35, the General Rules of Administrative Practice and Procedure.

11. The Department shall have the right to terminate the program governing TODS signs or to assume control over the issuance of signs under this program by the Department upon giving sixty (60) days written notice to the Sponsor. The Department shall not be liable for any costs arising out of its decision to either terminate the TODS Sign Program or to take over control thereof from the Sponsor. In the event of termination of the TODS Sign Program, the Sponsor shall require all applicants utilizing TODS signs to remove said signs and perform necessary restoration in accordance with notice provided by the Department. The Department retains the right to review and audit operational documents including minutes, financial documents, applications, and any other documents relating to the administration of the program.

12. If the Department adopts regulations, policies or standards which include by reference or supersede the Manual, any references in this Agreement to the Manual shall be deemed references to such regulations, standards or policies and the Sponsor will receive notice from the Department as to any required changes. The Sponsor will be required to implement such changes within the time specified by the Department.



IN WITNESS WHEREOF, the parties have executed this agreement the date first above written.

ATTEST:

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
DATE  
(SEAL)

BY \_\_\_\_\_  
Deputy Secretary of DATE  
Transportation

ATTEST:

MUNICIPALITY

Sara L. Stull 5/11/09  
Signature DATE

\*BY: Edwin R. Peterson 5/11/09  
Signature DATE

Borough Secretary  
Title:  
(SEAL)

By Council President  
Title:

APPROVED AS TO LEGALITY  
AND FORM

PRELIMINARILY APPROVED

BY: \_\_\_\_\_  
Chief Counsel DATE

BY: \_\_\_\_\_  
Assistant Counsel DATE

BY: \_\_\_\_\_  
Deputy Attorney General DATE

RECORDED NO. \_\_\_\_\_  
CERTIFIED FUNDS AVAILABLE \_\_\_\_\_  
UNDER ACTIVITY PROGRAM \_\_\_\_\_  
SYMBOL \_\_\_\_\_  
AMOUNT \_\_\_\_\_

BY: \_\_\_\_\_  
Deputy General  
Counsel

BY: \_\_\_\_\_  
for Comptroller DATE

\*Resolution authorizing signature to be attached.

