

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A STREET SIGN INSTALLATION AND MAINTENANCE AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF STREET SIGNS IN THE CROWN POINTE ESTATES SUBDIVISION

WHEREAS, the streets within Crown Pointe Estates Subdivision (the “Subdivision”) are maintained by the City for use by the public; and

WHEREAS, the Trustees of Crown Point Estates Subdivision pursuant to the Amended and Restated Indenture of Trust and Restrictions for Crown Pointe Estates on file in the Office of the Recorder of Deeds of St. Louis County, Missouri at Book 1579, Page 1368 (the “Trustees”) desire to install certain upgraded street sign posts and signs (the “Replacement Signs”) on the streets within the Subdivision; and

WHEREAS, the City and the Trustees desire to enter into this Agreement to govern the respective rights, obligations, and liabilities of each other with respect to the removal of certain sign posts and signs which exist in the Subdivision as of the Effective Date (the “Existing Signs”) and the installation and maintenance of the Replacement Signs.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AS FOLLOWS:

Section One. That the form, terms, and provisions of the Street Sign Installation and Maintenance Agreement by and between the City of Wildwood, Missouri, and the Trustees, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the “Agreement”), be and are hereby approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

Section Two. That the Mayor is hereby further authorized and directed on behalf of and in the name of the City to agree to do any and all other acts and things and to execute and deliver any and all other agreements, documents, instruments and certificates, all as may be necessary and appropriate to consummate the above mentioned Agreement, and to perform all of the terms, provisions and conditions of the Agreement. The execution by the Mayor of any agreement, document, instrument, check or certificate referred to in this Ordinance and the Agreement shall be conclusive evidence of the approval thereof and of all of the terms, provisions and conditions contained therein. Any and all acts which the Mayor may do or perform in conformance with the powers conferred upon them by this Ordinance are hereby expressly authorized, approved, ratified and confirmed.

Section Three. Savings. Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

Section Four. Severability. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Section Five. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval.

This Bill was passed and approved this ____ day of _____, 2019, by the Council of the City of Wildwood, Missouri, after having been read by title or in full two (2) times prior to its passage.

Presiding Officer

James R. Bowlin, Mayor

ATTEST:

ATTEST:

City Clerk

City Clerk

EXHIBIT A

STREET SIGN INSTALLATION AND MAINTENANCE AGREEMENT

This Sign Maintenance Agreement (the “Agreement”), is made and entered into as of the ___ of _____, 2019 (the “Effective Date”), by and among the City of Wildwood, Missouri, a charter city and municipal corporation located in St. Louis County, Missouri (the “City”), and Dick Otto, Michael Ritter, Keith Hanouw, Mary Schmitt, Jared Frank, Shawn Walsh, each in their capacity as a Trustee of Crown Point Estates Subdivision pursuant to the Amended and Restated Indenture of Trust and Restrictions for Crown Pointe Estates on file in the Office of the Recorder of Deeds of St. Louis County, Missouri at Book 1579, Page 1368 (collectively, the “Trustees”).

WITNESSETH:

WHEREAS, the streets within Crown Pointe Estates Subdivision (the “Subdivision”) are maintained by the City for use by the public; and

WHEREAS, the Trustees desire to install certain upgraded street sign posts and signs (the “Replacement Signs”) on the streets within the Subdivision; and

WHEREAS, the City and the Trustees desire to enter into this Agreement to govern the respective rights, obligations, and liabilities of each other with respect to the removal of certain sign posts and signs which exist in the Subdivision as of the Effective Date (the “Existing Signs”) and the installation and maintenance of the Replacement Signs; and

WHEREAS, the City and the Trustees agree that the City shall be responsible for the removal of the Existing Signs; and

WHEREAS, the City and the Trustees agree that the Trustees shall be responsible for the installation and ongoing maintenance of the Replacement Signs.

NOW THEREFORE, for and in consideration of the mutual agreements and covenants provided in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Trustees hereby agree as follows:

1. Incorporation of Recitals. The recitals above are true and correct statements of fact, and are hereby incorporated into this Agreement.
2. Approval of Replacement Signs. Prior to the removal of the Existing Signs under Section 3 of this Agreement, the Trustees shall select a design the Replacement Signs in the Subdivision. After selecting a design, the Trustees shall submit the design to the Director of the Department of Public Works (the “Director”), along with depictions of the sign face and posts, along with the color(s) used thereon, for each sign to be replaced in the Subdivision. The Director shall review the design and shall approve the design if it complies with all applicable provisions of the Code of Ordinances of the City of

Wildwood, and state or federal law. If the Director does not approve the design, then the Trustees shall select a new design and submit the new design to the Director, in accordance with the terms of this Section 2. If the Director approves the design, then the Trustees shall, at its sole cost, purchase the Replacement Signs.

3. Removal of Existing Signs. The City shall, at its sole cost, remove or cause to be removed the Existing Signs and shall dispose of the Existing Signs at the City's discretion. The Trustees shall not remove any Existing Sign.
4. Installation of Replacement Signs. After the Existing Signs are removed, the Trustees shall promptly install, or cause to be installed, at its sole cost, the Replacement Signs at the locations specified by the Director. If any Replacement Sign is installed in such a manner that violates the Code of Ordinances of the City, or state or federal law, or poses a hazard to the safety of residents of the City, the Director may require that the Trustees, at the Trustees' sole cost, remove and re-install the Replacement Sign(s). If the Trustees does not remove and re-install the Replacement Sign(s), then the City may remove the Replacement Sign(s) and install a sign of any type, in its sole discretion, and charge the costs of removal to the Trustees. After the Replacement Signs are installed and accepted by the Director, the Trustees shall execute a Bill of Sale, in substantially the form attached hereto as **Exhibit A**, and incorporated herein by reference, conveying the Replacement Signs to the City. Upon receipt of the Bill of Sale, the City shall pay the Trustees the sum of \$3,000.00.
5. Maintenance, Repair, Replacement, and Removal of Replacement Signs.
 - a. The Trustees shall, at its sole cost, perform all maintenance, repair, and replacement of the Replacement Signs. If the City determines, in its sole discretion, that maintenance, repair, replacement or removal of any Replacement Sign is necessary, and the Trustees have not performed such maintenance, repair, replacement or removal, the City may perform such maintenance, repair, replacement or removal and the Trustees shall reimburse the City for the costs associated with the same.
 - b. If (i) the Trustees or the City remove any Replacement Sign, (ii) any Replacement Sign is destroyed, or (iii) any Replacement Sign is in such substantial disrepair that it poses a hazard to the safety of residents of the City, then the City may install a sign of any type, in its sole discretion, to replace such Replacement Sign(s).
 - c. If the Trustees desire to re-install a Replacement Sign after the City has installed a sign under subparagraph b above, the Trustees shall bear the sole cost of the removal of such City-installed sign and the re-installation of the Replacement Sign.

6. License to use Right-of-Way. The City hereby grants to the Trustees a revocable license in, over, upon and across the public right-of-way within the Subdivision (the “License Area”), solely for the purposes set forth in Sections 4 and 5 of this Agreement.
7. Applicable Laws. Any maintenance, removal or replacement performed by the Trustees shall conform to all applicable local, State of Missouri and Federal laws and regulations, and any applicable standards promulgated pursuant thereto. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri, without regard to the principles of that state’s conflict of laws.
8. Liability. The Trustees shall indemnify and hold harmless the City, its agents, officers and employees, from any and all demands, claims, lawsuits and/or expenses, including attorneys’ fees and court costs, arising from the installation, repair, maintenance, replacement or removal of the Replacement Signs.
9. Duration. This Agreement shall continue in perpetuity. The Trustees is required to notify the City of the name, address and telephone number of any immediate successor in title within thirty (30) days following such succession.
10. Amendment. Any change to this Agreement, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Trustees.
11. Authority to Execute. The undersigned 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.
12. Notices. 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:
 16860 Main Street
 Wildwood, MO 63040

(B) To the TRUSTEES:

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.

TRUSTEES

Dick Otto

By: _____
Trustee Date

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this ____ day of _____, 20____, before me appeared Dick Otto, known to me to be the person who executed the within Sign Maintenance Agreement and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

TRUSTEES

Michael Ritter

By: _____
Trustee Date

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this ____ day of _____, 20____, before me appeared Michael Ritter, known to me to be the person who executed the within Sign Maintenance Agreement and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

TRUSTEES

Keith Hanouw

By: _____
Trustee Date

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this ____ day of _____, 20____, before me appeared Keith Hanouw, known to me to be the person who executed the within Sign Maintenance Agreement and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

TRUSTEES

Jared Frank

By: _____
Trustee Date

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this ____ day of _____, 20____, before me appeared Jared Frank, known to me to be the person who executed the within Sign Maintenance Agreement and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

TRUSTEES

Shawn Walsh

By: _____
Trustee Date

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this ____ day of _____, 20____, before me appeared Shawn Walsh, known to me to be the person who executed the within Sign Maintenance Agreement and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

