

**AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH ST. LOUIS COUNTY, MISSOURI, TO PROVIDE FOR RAPID RECTANGULAR FLASHING BEACONS AT THE PEDESTRIAN CROSSING LOCATED ON OLD STATE ROAD IMMEDIATELY WEST OF THE INTERSECTION OF OLD STATE ROAD AND RIDGE ROAD WITHIN THE CITY.**

**WHEREAS**, Section 70.220 of the Revised Statutes of Missouri provides that “[a]ny municipality or political subdivision of this state . . . may contract and cooperate with any other municipality or political subdivision . . . for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service;” and

**WHEREAS**, pursuant to Section 70.230 of the Revised Statutes of Missouri, “[a]ny municipality may exercise the power referred to in section 70.220 by ordinance duly enacted . . . [;]” and

**WHEREAS**, the City of Wildwood, Missouri (the “City”), desires to provide for the installation of a Rapid Rectangular Flashing Beacon (RRFB) at the pedestrian crossing on Old State Road immediately south of the intersection of Old State Road and Ridge Road located within the City (the “Project”); and

**WHEREAS**, St. Louis County, Missouri (the “County”), maintains Old State Road as part of its arterial road network; and

**WHEREAS**, the City and the County desire to cooperate to implement the Project; and

**WHEREAS**, the City Council of the City desires to enter into a Memorandum of Understanding with the County, whereby the County, to provide for the implementation of the Project and set forth the responsibilities of the City and the County.

**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 Memorandum of Understanding by and between the City of Wildwood, Missouri, and St. Louis County, Missouri, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the “MOU”), be and are hereby approved and the Mayor shall be and hereby is authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such MOU in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the MOU and any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the MOU and this Ordinance.

**Section Two. 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 Three.** 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 Four.** 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 \_\_\_\_\_, 2022, 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**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN ST. LOUIS COUNTY, MISSOURI AND CITY OF WILDWOOD, MISSOURI  
TO PROVIDE RAPID RECTANGULAR FLASHING BEACONS  
AT OLD STATE ROAD AND RIDGE ROAD**

THIS MEMORANDUM OF UNDERSTANDING (MOU) made and entered as of the last date listed below, by and between St. Louis County, Missouri, a Charter County of the State of Missouri (COUNTY), and the City of Wildwood, Missouri, a municipal corporation, (CITY).

WHEREAS, CITY desires the installation of a Rapid Rectangular Flashing Beacon (RRFB) at the pedestrian crossing on Old State Road immediately south of the intersection of Old State Road and Ridge Road, hereinafter called PROJECT; and

WHEREAS, COUNTY maintains Old State Road as part of the arterial road network; and

WHEREAS, COUNTY and CITY desire to cooperate to implement the PROJECT quickly.

NOW, THEREFORE, CITY and COUNTY agree to the following:

1. **SCOPE OF WORK** – This PROJECT will provide for the installation and maintenance of an RRFB at the pedestrian crosswalk immediately south of the intersection of Old State Road and Ridge Road.
2. **COUNTY RESPONSIBILITY**
  - a. COUNTY shall provide RRFB equipment to CITY for installation in COUNTY right of way.
  - b. Upon completion of the PROJECT, the RRFB shall be the property of COUNTY and accepted as part of the COUNTY’S roadway system, and shall be under the exclusive control of COUNTY. COUNTY shall maintain the RRFB after installation by the CITY.
  - c. COUNTY shall issue a special use permit to CITY for the installation of the RRFB at no cost to the CITY.
3. **CITY RESPONSIBILITY**
  - a. CITY shall arrange for pickup of RRFB equipment from COUNTY.
  - b. CITY shall, subject to Section 6 of this MOU, install RRFB equipment within 90 days of execution of this MOU.

- c. CITY shall be responsible for all additional materials, labor, traffic control, and permit requirements necessary to install the RRFB equipment provided by COUNTY.
  - d. If CITY does not install the RRFB pursuant to subsection b of this Section 3, CITY shall return the RRFB equipment to COUNTY and this MOU shall be terminated.
- 4. CITY shall obtain a no-cost special use permit from COUNTY to install the RRFB in COUNTY right-of-way.
- 5. PAYMENT – No payment shall be exchanged between COUNTY and CITY for any provision of this MOU.
- 6. FORCE MAJEURE AND OTHER EXTENSIONS OF TIME FOR PERFORMANCE. Neither party shall be considered in breach or default of their respective obligations under this MOU, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including without limitation, for purposes of this MOU, legal proceedings (including, but not limited to, condemnation or eminent domain proceedings), orders of any kind of any court or governmental body, strikes, lockouts, labor disputes, labor shortages, riots, acts of God, epidemics, landslides, lightning, earthquake, fire or other casualties, breakage, explosions, storm washouts, droughts, tornadoes, cyclones, floods, adverse weather conditions, unusually wet soil conditions, war, invasion or acts of public enemy, serious accidents, arrests, failure of utilities, governmental restrictions or priorities, issuance of any permits and/or legal authorization by a necessary governmental entity, shortage or delay in shipment of material or fuel, or other like causes beyond the responsible party’s reasonable control. The party claiming any extension caused by force majeure shall, within thirty (30) days after the event of force majeure, notify the other party in writing of the occurrence of such event and shall have the burden of proof in establishing such cause.
- 7. CHANGES - Changes to this MOU shall be accomplished by an amendment signed and approved by duly authorized representatives of COUNTY and CITY.

IN WITNESS WHEREOF, the parties hereto have entered into this MOU on the date last written below.  
This MOU is not a binding contract, but represents the parties' expectations and understandings concerning  
the PROJECT.

Executed by COUNTY this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Executed by the CITY this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF WILDWOOD**

\_\_\_\_\_  
James R. Bowlin  
Mayor

**ST. LOUIS COUNTY DEPARTMENT OF TRANSPORTATION  
AND PUBLIC WORKS**

\_\_\_\_\_  
Stephanie Leon Streeter  
Acting Director of Transportation and Public Works