

BILL NO. 521

ORDINANCE NO. 502

INTRODUCED BY: Trustees Fortune, Graves, Whitmore, Eisenhower and Stoeckl

AN ORDINANCE APPROVING THE PURCHASE OF MOSQUITO CONTROL SERVICE WITHIN THE VILLAGE OF TWIN OAKS.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF TWIN OAKS, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The Board of Trustees hereby approves, and the Chairman is hereby authorized to execute, a contract substantially in the form "Exhibit 1" attached hereto and incorporated herein, on behalf of the Village of Twin Oaks with St. Louis County, Missouri, whereby said County, by and through its Department of Health will perform mosquito control service within the Village under the terms set forth in Exhibit 1.

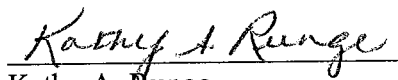
Section 2. This ordinance having been read by title or in full two times prior to passage, shall be in full force and effect from and after its passage and after being duly signed by the Chairman of the Board of Trustees and attested by the Village Clerk.

PASSED and APPROVED this 7th day of September, 2016.



Russ Fortune, Chairman
Board of Trustees

ATTEST:


Kathy A. Runge
Village Administrator/Clerk

First Reading: 9-7-16

Second Reading: 9-7-16

Exhibit 1
Contract with St. Louis County

**LOCAL GOVERNMENT CONTRACT WITH ST. LOUIS
COUNTY, MISSOURI FOR MOSQUITO CONTROL SERVICES**

This contract is made and entered into this _____ day of _____, 2016, by and between the _____, a Municipal Corporation, (hereinafter referred to as "Municipality") and St. Louis County, Missouri, (hereinafter referred to as "County").

Witnesseth:

Whereas, Municipality has enacted its Ordinance No. /Resolution No. _____ authorizing said Municipality to enter into this contract with County for mosquito control services to be performed within said Municipality through County's Department of Health; and

Whereas, County is authorized by Article II, Section 2.180 (20) of County's Charter to cooperate and contract with other political subdivisions for common services; and

Whereas, Section 604.020 SLCRO 1974, as amended, authorizes the County Executive to contract on behalf of the Department of Health with political subdivisions for the public health services; and

Whereas, in conformity with Section 604.040 SLCRO 1974, as amended, the St. Louis County Council has adopted Resolution No. 3670, 1992 that sets forth the terms and conditions upon which mosquito control services are to be provided to Municipality; and

Now therefore, in consideration of the mutual promises and undertakings herein set forth, County and Municipality agree as follows:

- | | Yes | No |
|---|--------------------------|--------------------------|
| 1. County shall provide mosquito control services as indicated: | | |
| a. Mosquito Control Services including adulticiding per County guidelines – to include all necessary materials, equipment, and personnel. | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Other mosquito control services including larviciding Per County guidelines – to include all necessary materials, equipment, and personnel. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Municipality shall: | | |
| a. Pay County for mosquito control services including adulticiding at the hourly rate of seventy-two dollars (\$72.00) and for other mosquito services including larviciding at the hourly rate of forty-five dollars (\$45.00). | | |
| b. Make all payments by check payable to the order of "St. Louis County Health Department". Billing will occur in November. Payments under above paragraph "a" of this section must be received by County before the 31 st day of December, for the initial contract term and before the same day and month in succeeding periods of renewal. Remit payment to St. Louis County Department of Health, 6121 N. Hanley Road, Berkeley, MO 63134. | | |
| 3. The initial contract term shall be for one year with automatically renewable one year periods, for a maximum of five (5) years, subject to changes in prices and services provided therein by | | |

County, as agreed to by Municipality. This contract term is for a total of _____ years, which includes initial one-year term and annual renewals. Either party may terminate this contract upon thirty days written notice.

St. Louis County, Missouri

By: _____
County Executive

Attest:

Administrative Director

Approved As To Legal Form:

County Counselor

APPROVED:

Director, Department of Health

APPROVED:

Accounting Officer

MUNICIPALITY

(name of)

By: _____
(Signature of authorized individual)

(Type name/title of authorized individual)

ATTEST:

City/Village Clerk