

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE TOWN OF GRANTWOOD VILLAGE, MISSOURI TO COLLECT AND ADMINISTER A SEWER LATERAL FEE IN ORDER TO PROTECT THE PUBLIC HEALTH, WELFARE, PEACE AND SAFETY.**

**WHEREAS**, on April 2, 2013, a majority of the voters voted in favor of the proposal to enact a sewer lateral repair program in the Town of Grantwood Village, Missouri as set forth in Section 249.422 RSMo; and

**WHEREAS**, said voters approved that \$50.00 be assessed annually on residential property for each lateral sewer service line serving six or less dwelling units on that property and condominiums that that have six or less condominium units per building and any condominium responsible for its own individual lateral sewer line;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRANTWOOD VILLAGE, AS FOLLOWS:**

**Section 1.** A fee of \$50.00 shall be assessed annually on residential property for each lateral sewer service line serving six or less dwelling units on that property and condominiums that have six or less condominium units per building and any condominium responsible for its own individual lateral sewer line.

**Section 2.** The funds collected pursuant to such ordinance shall be deposited in a special account to be used solely for the purpose of paying for all or a portion of the costs reasonably associated with and necessary to administer and carry out the defective lateral sewer service line repairs. All interest generated on deposited funds shall be accrued to the special account established for the repair of lateral sewer service lines.

**Section 3.** This ordinance shall be in full force and effect upon the passage of this ordinance and after being duly signed by the Chairman of the Board of Trustees and attested by the Village Clerk.

This Bill was passed and approved this 20th day of April, 2013, by the Board of Trustees of the Town of Grantwood Village, Missouri after having been read by title or in full two times prior to passage.

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Kevin Kelso, Chairman

ATTEST:

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Will Larson, Village Clerk

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE TOWN OF GRANTWOOD VILLAGE,  
MISSOURI AUTHORIZING THE CHAIRMAN TO EXECUTE AN  
AGREEMENT WITH ST. LOUIS COUNTY, MISSOURI, FOR  
ADMINISTRATION OF THE TOWN'S SEWER LATERAL REPAIR  
PROGRAM.**

WHEREAS, the Town of Grantwood Village, Missouri is authorized by Section 70.220 RSMo to contract with other municipalities or political subdivisions for common services; and

WHEREAS, St. Louis County is authorized to contract for its services with municipalities such as the Town of Grantwood Village, Missouri; and

WHEREAS, the services hereinafter referenced are within the scope of the powers of the Town of Grantwood Village and St. Louis County;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF  
THE TOWN OF GRANTWOOD VILLAGE, AS FOLLOWS:**

**Section 1.** The Chairman of the Board of Trustees of the Town of Grantwood Village is hereby authorized and directed to execute and enter into the attached hereto Lateral Sewer Program Administration Agreement, on behalf of the Town of Grantwood Village with St. Louis County, Missouri for St. Louis County's administration services. The terms of the Agreement shall be substantially similar and no less favorable to the Town of Grantwood Village than the terms reflected on Exhibit "A" attached hereto and incorporated herein by reference.

**Section 2.** This ordinance shall be in full force and effect upon the passage of this ordinance and after being duly signed by the Chairman of the Board of Trustees and attested by the Village Clerk.

This Bill was passed and approved this 20th day of April, 2013, by the Board of Trustees of the Town of Grantwood Village, Missouri after having been read by title or in full two times prior to passage.

\_\_\_\_\_  
Kevin Kelso, Chairman

ATTEST:

\_\_\_\_\_  
Will Larson, Village Clerk

EXHIBIT A

LATERAL SEWER PROGRAM ADMINISTRATION AGREEMENT

This contract dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is by and between the TOWN OF GRANTWOOD VILLAGE, MISSOURI, a municipality in St. Louis COUNTY, Missouri, (“TOWN”), and St. Louis COUNTY, Missouri, (“COUNTY”);

**Whereas**, Sections 249.422 and 249.423 RSMo permit TOWN to levy and impose annually for the repair of lateral sewer service lines on residential property having six or less dwelling units a fee not to exceed fifty dollars per year; and

**Whereas**, the provisions of Section 70.210 to 70.320 inclusive, RSMo 1994, as amended, empower municipalities and other political subdivisions to contract and cooperate with each other for a common service; and

**Whereas**, the County Charter, Article II, Section 2.180 (20) authorizes COUNTY to contract with TOWN for a common service; and

**Whereas**, COUNTY under the authority of Ordinance 19,701 established the Sewer Lateral Repair Program; and

**Whereas**, the COUNTY Executive is authorized by section 1111.110 SLCRO to contract with any municipality in St. Louis COUNTY to administer a Sewer Lateral Repair Program identical in substance to the COUNTY’s program; and

**Whereas**, TOWN contracts with COUNTY for Plumbing Code Enforcement as duly enacted in Ordinance Number 649.10 which is identical to the St. Louis COUNTY Plumbing Code; and

**Whereas**, the voters of TOWN have approved the establishment of a Sewer Lateral Repair Program and associated fees as prescribed by Section 249.423 RSMo on April 2, 2013; and

**Whereas**, the municipality has duly adopted Ordinance \_\_\_\_\_ authorizing this contract, a certified copy of the legislation is attached to and made a part of this contract;

**Now, therefore**, in consideration of the mutual promises, covenants, and obligations hereinafter stated, COUNTY and TOWN mutually agree as follows:

Term

1.1 This agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and last one year and continue in effect from year to year unless terminated as provided below.

Scope

2.1 Obligations of COUNTY

A) COUNTY shall administer a Sewer Lateral Repair Program for TOWN identical to COUNTY's Sewer Lateral Repair Program.

B) COUNTY shall administer the Sewer Lateral Repair Program for TOWN only to the extent that TOWN funds are available to make such repairs from fees collected pursuant to Section 249.422 & 249.423 RSMo or other TOWN funding

C) COUNTY shall give notice as soon as practicable to TOWN if/when TOWN's available funds for repairs fall below \$ 25,000.

D) COUNTY shall exercise reasonable care in administering the Sewer Lateral Program for the TOWN. The funds transferred to COUNTY pursuant to this agreement shall be deposited in a special account by the COUNTY (the "County Account") to be used solely for the purpose of paying for all or a portion of the costs reasonably associated with and necessary to administer and carry out the defective lateral sewer service line repairs within the Town of Grantwood Village. All interest generated on deposited funds shall be accrued to the County Account for the repair of lateral sewer service lines. No TOWN funds shall be comingled with any other funds of the COUNTY or other municipality for which the COUNTY provides administration services. COUNTY shall supply TOWN with monthly reports showing the County Account balance and all transactions for the period in the account and shall supply detailed information on repair projects upon request of TOWN.

2.2. Obligations of COUNTY are conditional upon TOWN completing the following:

A) Maintaining a contract with COUNTY for plumbing code enforcement.

B) Maintaining a plumbing code identical to COUNTY's.

C) Maintaining an ordinance identical to COUNTY's Ordinance 19,701, as amended.

D) Promulgating and maintaining Rules and Regulations identical to St. Louis County Sewer Later Repair Program Rules and Regulations.

E) To the extent required by Sections 249.422 and 249.423 RSMo, TOWN establishing a special and separate account for any fees collected for sewer lateral repairs.

F) To the fullest extent permitted by law, the TOWN shall indemnify, defend, and hold harmless the COUNTY, its elected and appointed officials, employees, and agents, from and against all claims, damages, losses and expense, including but not limited to attorneys' fees arising out of or resulting from the performance of the administration of

the sewer lateral program except for claims, damage, loss or expense attributable to or arising out of any negligent act or omission of the COUNTY. Said indemnification shall include any such claim, damage, loss or expense (i) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom or (ii) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, TOWN anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

G) The TOWN and if applicable the TOWN's insurer shall agree to waive all rights of subrogation against COUNTY, COUNTY's elected officials and all employees for any losses arising from work performed under this contract.

#### Compensation

3.1 A) TOWN agrees to transfer to St. Louis COUNTY any and all fees collected for sewer lateral repairs pursuant to Section 249.422 and 249.423 RSMo. Said funds may include at TOWN's discretion additional funding sources.

B) TOWN shall pay COUNTY for the administration of the TOWN's Sewer Lateral Repair Program. The cost to TOWN for COUNTY to implement TOWN's Sewer Lateral Repair Program is 10% of the total of both the annual tax revenue generated pursuant to 249.422 and 249.423 RSMo. (9% of the TOWN's costs are for the administration of the Sewer Lateral Repair Program and 1% is the cost for the services of the Department of Revenue.)

C) Payments of the compensation described in paragraph 3.1B are due immediately upon receipt of the funds by TOWN.

#### Special Terms and Conditions

4.1 A) The TOWN's program will not be funded in any manner by COUNTY.

B) TOWN acknowledges that funds allocated to this program may be insufficient to repair the defective lateral of all TOWN residents who apply and/or qualify for participation.

C) County shall have the sole discretion and authority to determine issues including but not limited to eligibility for sewer lateral repairs, workmanship, and changes in scope of work or any other issues that involve the administration of the Sewer Lateral Repair Program.

#### Amendments to Code and Rule

5.1 A) In the event COUNTY shall add to, delete or amend sections of Chapter 1111 SLCRO, COUNTY will give written notice to TOWN of the amended sections and,

within a ninety days thereafter, TOWN shall amend TOWN's ordinance to make it identical in substance to COUNTY's amended code.

B) COUNTY shall supply TOWN with a copy of COUNTY's proposed amendment prior to the amended codes effective date.

C) If COUNTY fails to provide a copy of COUNTY's proposed amendment as provided above, CITY has ninety days to amend its ordinance after receipt of COUNTY amendments.

D) TOWN shall supply COUNTY with a certified copy of all amendments to TOWN ordinances within five days of said amendment's effective dates.

#### Termination

6.1 A) This contract is intended for the period of one year. This contract may not be terminated prior to the expiration of the contract period, except as provided below, or by providing 30 days written notice to the other party prior to the expiration of the existing contract period.

B) If COUNTY terminates this contract for any reasons listed below or if TOWN terminates this contract prior to the expiration of the contract period then TOWN shall pay to COUNTY in full satisfaction and discharge of all amounts owing to COUNTY under section 3.1 on such termination date, less all amounts previously paid to COUNTY.

C) COUNTY may terminate this contract if TOWN fails to comply with the requirements set forth in the contract whereby COUNTY enforces TOWN's Plumbing Code Enforcement.

D) County may terminate this contract if TOWN, after notice and an opportunity to cure, fails to comply with Section 3.1 above.

E) County may terminate this contract at COUNTY'S discretion if TOWN fails, after notice and an opportunity to cure, to have funds available for sewer lateral repairs.

F) In the event TOWN fails, after notice and an opportunity to cure, to amend TOWN ordinances as provided herein this agreement shall be terminated.

G) TOWN may terminate at any time on 30 days notice if COUNTY is in breach of any term or condition of this agreement and fails to cure during that period.

#### Entire Agreement

7.1 This Contract, the Terms & Conditions, Contractor Representations and statement of work, and any other special conditions contained in referenced schedules, if any, and any specifications or other documents referenced in the schedule hereto constitute and represent the complete and entire agreement between the COUNTY and TOWN and supersede all previous communications and representations, either written or verbal with respect to the subject matter of this contract. No modification of this contract or these terms and conditions

shall be binding on the COUNTY unless made in writing and accepted by COUNTY.

No Third Party Beneficiaries

7.2 There are no third party beneficiaries of this Agreement. The Parties agree that this Agreement shall not be construed as a third party beneficiary contract, and that it is not intended for the benefit of any person, entity or company whomsoever except the parties hereto.

No Agency or Partnership

7.3 Neither party may direct or control the day-to-day activities of the other; neither party may create or assume any legal obligation on behalf of the other.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year indicated above

ST. LOUIS COUNTY, MISSOURI

TOWN OF GRANTWOOD  
VILLAGE, MISSOURI

\_\_\_\_\_  
County Executive

By \_\_\_\_\_  
Chairman

Attest:

Attest:

\_\_\_\_\_  
Administrative Director

\_\_\_\_\_  
City Clerk

Approved:

(CITY) Seal:

\_\_\_\_\_  
County Director of Public Works



Approved:

Approved as to Legal Form:

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St. Louis County Counselor

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Accounting Officer