

Record of Ordinances

Ordinance No.: 2026-24

Passed: May 11, 2026

AN ORDINANCE PERMITTING THE VILLAGE OF WEST LAFAYETTE IN COSHOCTON COUNTY OHIO TO ESTABLISH A MOSQUITO CONTROL SERVICES AGREEMENT TO SPRAY FOR MOSQUITOES IN NEIGHBORING LOCAL MUNICIPALITIES AND NEIGHBORHOODS

WHEREAS, the Village Administrator for the Village of West Lafayette has a commercial pest control license through the state of Ohio to spray the Village for mosquitoes; and

WHEREAS, neighboring local municipalities and neighborhoods desire to obtain mosquito spraying from the Village of West Lafayette; and

WHEREAS, the Village desires to enter into agreements with neighboring local municipalities and neighborhoods to provide mosquito spraying; and

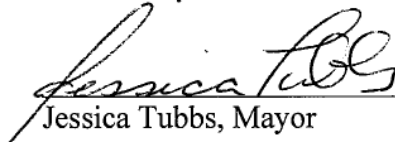
WHEREAS, the rate, frequency and other terms are outlined in the attached agreement.

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of West Lafayette, State of Ohio as follows:

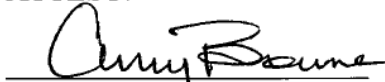
Section 1: That the Council of the Village of West Lafayette authorizes the Village Administrator and/or Fiscal Officer to enter into agreements with neighboring local municipalities and neighborhoods for the purpose of mosquito control through the application of pesticides and to invoice for services performed.

Section 2: That the Council of the Village of West Lafayette permits the Village Administrator or their trained applicator to spray for mosquitoes in area local municipalities and neighborhoods.

PASSED IN COUNCIL THIS 11th day of May, 2026.


Jessica Tubbs, Mayor

ATTEST:


Amy Bourne, Fiscal Officer

MOSQUITO CONTROL SERVICES AGREEMENT

Intergovernmental Agreement

This Mosquito Control Services Agreement ("Agreement") is entered into on _____, 20____, by and between:

_____, a **municipal corporation/local neighborhood** (circle one) ("Local Entity"), located at _____, and

Village of West Lafayette, a municipal corporation, with offices located at 113 E. Railroad St., West Lafayette, Oh 43845 ("West Lafayette").

1. Scope of Services

West Lafayette agrees to provide mosquito spraying services for the Local Entity. Services shall include the application of mosquito control treatments using equipment, materials, and methods consistent with industry standards and applicable federal, state, and local laws. The areas to be sprayed shall include:

2. Frequency of Service

Mosquito spraying shall be performed **up to two (2) times per month**, as requested or approved by the Local Entity. Scheduling shall be coordinated between the parties and may be adjusted due to weather conditions or other factors that impact safe or effective application.

3. Compensation

The Local Entity agrees to pay West Lafayette \$6.67 per minute (based on an average spray time) **per spray application**.

Invoices shall be submitted by West Lafayette and paid by the Local Entity within 30 days of the Invoice Date.

4. Term of Agreement

This Agreement shall commence on _____, 20____, and shall remain in effect until August 20____, unless terminated earlier as provided herein.

5. Governmental Capacity

Both parties acknowledge that the Village of West Lafayette is a political subdivision of the State of Ohio and _____ (Local Entity Name) is a subdivision or separate municipality outside of village limits and are entering into this Agreement in their respective governmental capacities. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship.

6. Compliance with Laws

West Lafayette shall perform all mosquito control services in compliance with all applicable federal, state, and local laws, regulations, and licensing requirements, including pesticide application requirements.

7. Insurance and Liability

West Lafayette shall maintain insurance coverage or self-insurance as permitted by law for its governmental operations. Each party shall be responsible for its own acts and omissions to the extent permitted by law.

8. Indemnification

To the extent permitted by law, each party agrees to be responsible for its own negligent acts or omissions arising out of the performance of this Agreement.

9. Termination

Either party may terminate this Agreement with **thirty (30) days written notice** to the other party. The Local Entity shall compensate West Lafayette for services performed prior to the effective date of termination.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties and may be amended only by written agreement approved and signed by authorized representatives of both entities.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Signatures

Local Entity Name

By: _____
Name / Title: _____
Date: _____

Village of West Lafayette

By: _____
Name / Title: _____
Date: _____