
THE VILLAGE OF BLOOMINGDALE
DUPAGE COUNTY, ILLINOIS

RESOLUTION
NUMBER 2023-R-04

**A RESOLUTION AUTHORIZING AND APPROVING THE
EXECUTION OF A FINANCIAL REIMBURSEMENT
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF BLOOMINGDALE AND BLOOMINGDALE
TOWNSHIP (MOSQUITO ABATEMENT SERVICES)**

Franco A. Coladipietro, Village President
Pamela S. Hager, Village Clerk

Vince Ackerman
William Belmonte
Bill Bolen
Frank Bucaro
Patrick Shannon
Judi Von Huben

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Bloomingdale
On this the 23rd day of January, 2023

RESOLUTION NO. 2023-R-04

**A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION
OF A FINANCIAL REIMBURSEMENT INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGE OF BLOOMINGDALE AND
BLOOMINGDALE TOWNSHIP (MOSQUITO ABATEMENT SERVICES)**

WHEREAS, the Village of Bloomingdale, DuPage County, Illinois (the "Village") is a home rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Bloomingdale Township (the "Township") is a unit of local government under Article VII, Section 5 of the 1970 Illinois Constitution; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1971 and the Illinois Intergovernmental Cooperation Act 5 ILCS 220/1, et seq., allow units of local government to enter into intergovernmental agreements in the furtherance of their governmental purposes; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, et seq.) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, the Township has entered into a four (4) year agreement (the "Township's Agreement") for Mosquito Abatement Services with Clarke Environmental Mosquito Management, Inc. ("Clarke") for the 2023, 2024, 2025 and 2026 mosquito seasons; and

WHEREAS, the Township and the Village desire to share in the costs of the Mosquito Abatement Services as outlined in the Township Agreement; and

WHEREAS, in order to protect life, health and safety of its residents, businesses, and property owners, it is in the best interest of the Village to provide for such services within Village boundaries; and

WHEREAS, in order to regulate the provision of Mosquito Abatement Services by Clarke in the Village through the Township Agreement, a Financial Reimbursement Intergovernmental Agreement between the Village and the Township (the "Intergovernmental Agreement") has been created and is attached to this resolution as Exhibit "A".

WHEREAS, other nearby municipalities, with territory located within the Township, also desire to share in the mosquito abatement service program and costs; and

WHEREAS, the Village President and Board of Trustees have determined that it is in the best interests of the Village to approve and authorize the execution of the Intergovernmental Agreement.

NOW, THEREFORE, be it resolved by the Village Board of Trustees of the Village of Bloomingdale, DuPage County, Illinois in exercise of its home rule powers and the authority granted to it under Paragraph 11-61-1 of the Illinois Municipal Code, and 735 ILCS 5/7-103, as follows:

SECTION 1: Recitals: The Village Board of Trustees hereby finds that all of the recitals hereinbefore stated as contained in the preamble to the Resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

SECTION 2: Approval of Intergovernmental Agreement: The "Financial Reimbursement Intergovernmental Agreement between the Village of Bloomingdale and Bloomingdale Township for Mosquito Abatement Services," as attached to this resolution as Exhibit "A", is hereby approved.

SECTION 3: Authorization to Execute the Agreement: The President and the Village Clerk are authorized and directed to execute and attest to the Intergovernmental Agreement on behalf of the Village.

SECTION 4: Acts of Village Officials: That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 5: All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of the conflict.

SECTION 6: Effective Date: This Resolution shall be effective following passage by the Board of Trustees of the Village in the manner required by law.

DECIDED pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Vince Ackerman	X			X
William Belmonte	X			X
Bill Bolen	X			X
Frank Bucaro	X			X
Patrick Shannon			X	
Judi Von Huben	X			X
Franco Coladipietro (if necessary)				X
TOTAL	5	0	1	6

PASSED AND APPROVED by the Village of Bloomingdale Board of Trustees on the 23rd day of January, 2023.



Franco A. Coladipietro, Village President

ATTEST:



Pamela S. Hager, Village Clerk

FINANCIAL REIMBURSEMENT INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF BLOOMINGDALE AND
BLOOMINGDALE TOWNSHIP
FOR MOSQUITO ABATEMENT SERVICES

WHEREAS, Bloomingdale Township is a unit of local government established under the laws of the State of Illinois and is hereinafter referred to as the "TOWNSHIP;" and

WHEREAS, the Village of Bloomingdale is an Illinois municipal corporation and is hereinafter referred to as the "VILLAGE;" and

WHEREAS, the TOWNSHIP for a period of years has provided mosquito abatement services for TOWNSHIP residents within the VILLAGE; and

WHEREAS, the TOWNSHIP and VILLAGE have determined that it is reasonable for the VILLAGE to continue to reimburse the TOWNSHIP for a portion of the mosquito abatement services provided by the TOWNSHIP, within the Village, by Clarke Environmental Mosquito Management, Inc.; and

WHEREAS, the TOWNSHIP and VILLAGE have the legal authority to enter into this Intergovernmental Agreement pursuant to Article VII, Section 10 of the Constitution of the State of Illinois and 5 ILCS 220/1 *et. seq.*; and

WHEREAS, the TOWNSHIP has entered into a mosquito abatement contract hereinafter "CLARKE CONTRACT" with Clarke Environmental Mosquito Management, Inc., (hereinafter "CLARKE") to provide mosquito abatement services for the 2023 through 2026 mosquito seasons, a copy of the CLARKE CONTRACT being attached hereto and incorporated herein as Exhibit 1; and

WHEREAS, the purpose of this Agreement is to establish the VILLAGE's and TOWNSHIP's duties and rights with regard to intergovernmental cooperation for reimbursement for mosquito abatement services for the 2023 through 2026 mosquito seasons.

1. The foregoing recitals are incorporated into this Agreement as evidence of the intent of the TOWNSHIP and VILLAGE and as representing substantive covenants between them.

2. Subject to the termination provisions, and the provisions regarding potential increases or decreases in the level of mosquito abatement services as described below, the VILLAGE shall pay the TOWNSHIP for mosquito abatement services provided by CLARKE within the VILLAGE, in the 2023, 2024, 2025 and 2026 mosquito seasons, in those percentages and dollar amounts set forth in Appendix A of the CLARKE CONTRACT.

3. The VILLAGE shall have the right to terminate its participation in the TOWNSHIP'S mosquito abatement program and this Agreement at any time in the sole discretion of the Corporate Authorities of the VILLAGE. Any and all sums due from the VILLAGE up to the date of termination shall be paid by the VILLAGE to the TOWNSHIP at the appropriate percentage as set forth in Appendix A. After termination, no further payments will be required by the Village. Written notice of the VILLAGE'S termination shall be provided by facsimile or e-mail, and regular mail to the Bloomingdale Township Supervisor and CLARKE.

4. The VILLAGE's sole duty and obligation under this Agreement is to reimburse the TOWNSHIP. The VILLAGE shall have no contractual privity with CLARKE under this Agreement and shall have no right to control, supervise, or otherwise direct CLARKE'S mosquito abatement activities within the VILLAGE; except insofar as the VILLAGE may exercise its ordinary and routine public health, safety, and welfare controls during any mosquito abatement activity.

5. This Agreement shall expire on December 31, 2026, or on any date the VILLAGE provides written notice of its intent to terminate this Agreement. This Agreement shall not automatically renew after December 31, 2026, despite automatic renewal provisions contained in the CLARKE AGREEMENT.

6. If during the term of this Agreement the VILLAGE elects to increase the service level of mosquito abatement, beyond the scope identified in the CLARKE AGREEMENT, it shall be responsible to pay the TOWNSHIP the entire amount attributable to the increase caused by that level of service. If the VILLAGE elects to decrease the level of mosquito abatement service during the term of this Agreement, its proportionate share payable to the TOWNSHIP will be decreased accordingly. The VILLAGE shall notify the TOWNSHIP of its direction to increase or decrease the service level in writing. The TOWNSHIP shall thereupon notify CLARKE of the VILLAGE's direction.

7. During the term of this Agreement the VILLAGE shall have the right to contact the TOWNSHIP and provide any and all information relevant to CLARKE's performance of the CLARKE CONTRACT within the VILLAGE. The TOWNSHIP shall be responsible to communicate the VILLAGE's position to CLARKE and to make certain that CLARKE corrects or remediates any difficulties or concerns that the VILLAGE has with regard to performance of the mosquito abatement services within the VILLAGE.

8. The TOWNSHIP and the VILLAGE agree that CLARKE is the TOWNSHIP's independent contractor with regard to the mosquito abatement services described herein. It shall be the responsibility of the TOWNSHIP, and not the VILLAGE, to secure any and all indemnifications and hold harmless agreements the TOWNSHIP deems necessary and appropriate from CLARKE

prior to CLARKE's commencement of the performance of its mosquito abatement services within the VILLAGE.

9. The TOWNSHIP shall be responsible for directing CLARKE to maintain its independent contractor status while working within the VILLAGE and not to undertake any action which could be interpreted to establish that CLARKE is an apparent agent of the VILLAGE.

10. The TOWNSHIP shall require CLARKE to name the VILLAGE as an additional insured on CLARKE'S general commercial liability, auto liability and, if applicable, umbrella policies of CLARKE'S activities in the performance of its mosquito abatement activities in the VILLAGE in accordance with this Agreement.

11. The TOWNSHIP shall invoice the VILLAGE for its 2023, 2024, 2025 and 2026 proportionate share of CLARKE's mosquito abatement services over four payments on April 1, May 1, June 1, and July 1 of each calendar year. The VILLAGE shall reimburse the TOWNSHIP for amounts due within thirty (30) days of receipt of the invoice. The VILLAGE shall be entitled to receive written confirmation of the completion of work or a treatment from the TOWNSHIP upon written request.

12. This Agreement may not be assigned or transferred without mutual written consent of the TOWNSHIP and the VILLAGE.

13. This Agreement contains the entire agreement between the VILLAGE and the TOWNSHIP and all prior discussions and negotiations associated herewith are merged herein. Any amendment or modification of this Agreement shall be by mutual written consent only.

IN WITNESS WHEREOF, the VILLAGE and TOWNSHIP have approved this Intergovernmental Agreement by resolution or ordinance and execute the same in conformance therewith.

VILLAGE OF BLOOMINGDALE



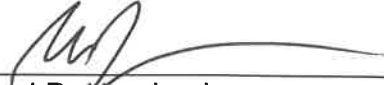
Franco Coladipietro Village President

ATTEST:



Pam Hager, Village Clerk

BLOOMINGDALE TOWNSHIP



Michael D. Hovde, Jr.
Bloomingdale Township Supervisor

ATTEST:



Branka Poplonski
Township Clerk



BLOOMINGDALE TOWNSHIP

123 N. Rosedale Ave., Suite 200
Bloomington, IL 60108

(630) 529-7715
(630) 529-8074 fax
www.bloomingtontownship.com

Michael D. Hovde, Jr.
Supervisor

Town Clerk: Branka Poplonski
Board of Trustees: Michael McGinn
Heather Pransky
Dave Rogers
Robert Tolentino

December 21, 2022

Franco Coladipietro, Village President
Village of Bloomington
201 South Bloomington Road
Bloomington, IL 60108

Dear Mr. Coladipietro,

RE: Intergovernmental Agreement regarding Mosquito Control

After enjoying the last four years with a combined contract increase of only 2.3%, Clarke is now requiring some nominal increases for pricing over the next four years for our Township-wide mosquito coverage. Our contract will continue to provide all the accustomed services of the prior years, including the eight community-wide adult sprayings. Clarke has added 19 additional sites to the annual larval inspections for the new contract. The only prior contracted item removed is the monitoring of the *Aedes Albopictus*.

Attached please find a new Appendix A to our agreement setting forth the yearly cost for each municipality and the 50% share as covered by the Township. The increase for the 2023 season amounts to about 2.4%. Additional increases for each of the following three years are capped at the lesser of 2.5% or the CPI-U cost of living increase from December to December. Please note the monthly installments shown are for the four months of billing, April through July.

The prior intergovernmental agreement, as used by all the municipalities of the Township, has been updated only to reflect the new contract period for the four years of 2023 through 2026 and the signature sections. Should you need any changes to the signature block, please let us know. The Township will need back the executed intergovernmental agreement, as well as a copy of your resolution approving the contract extension based on the pricing listed in the new Appendix A.

If you should have any questions, please feel free to call me or discuss this matter with our Township Administrator, Ray Wanders at (630) 529-7715.

Very truly yours,

Michael D. Hovde, Jr.
Bloomington Township Supervisor

Exhibit 1

**Clarke Environmental Mosquito Management, Inc.
Professional Services Outline For
The 2023-2026 Bloomingdale Township
Environmental Mosquito Management (EMM) Program**

Part I. General Service

- A. Aerial Survey and Geographic Information System (GIS) Mapping
 - a. All data remains property of Clarke
- B. Public Relations Support
- C. Mosquito Hotline Citizen Response System
- D. Comprehensive Insurance Coverage naming the Bloomingdale Township additionally insured
- E. Program Consulting and Quality Control Staff
- F. Monthly Operational Reports, Periodic Advisories
- G. Regulatory compliance on local, state, and federal levels

Part II. Surveillance and Monitoring

- A. Floodwater Mosquito Migration Model:
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods.
- B. Arbovirus Surveillance: Gravid Trap: Operation of two (2) traps to collect *Culex* mosquitoes. Mosquitoes will be collected, identified to species, and pooled for disease assay. Samples will be tested at BSL-2 Clarke laboratories utilizing PCR technology for West Nile Virus
- C. Clarke New Jersey Light Trap Network: Operation of two (2) traps within Bloomingdale Township to monitor and evaluate adult mosquito activity.
- D. Weather Monitoring – Operational Forecasts

Part III. Larval Control

- A. Targeted Mosquito Management System (TMMST™) computer database and site management.
- B. Larval Site Monitoring: 12 inspections
 - 1. Three (3) complete inspections of up to 594 sites as outlined by most recent Clarke GIS Survey.
 - 2. Six (6) targeted inspections of up to 311 breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.



Exhibit 1

3. Three (3) targeted inspections of up to 237 known *Culex spp.* breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
4. Inspections of sites called in/reported by residents on the Mosquito Hotline System.
- C. Prescription Larval Control with *Bacillus sphaericus*, *Bacillus thuringiensis israelensis*, Methoprene, Temephos and Spinosad.
- D. Helicopter Treatment:
 1. Helicopter Prehatch: Four (4) treatments with 30 day residual product of up to 450 acres.
- E. Stocking of 12,000 mosquitofish (*Gambusia affinis*) for biological control based on environmental factors and mosquito breeding.
- F. Catch Basin Control:
 1. One (1) treatment of up to 8,250 catch basins, inlets and manholes with a 90+day release insecticide.
 2. One (1) treatment of up to 8,250 street side catch basins, inlets and manholes with a 30 day sustained slow release insecticide.
 3. One (1) treatment of up to 1,500 off road catch basins, inlets and manholes with a 90+day sustained release insecticide.
 4. One (1) treatment of all reported backyard catch basins by participating municipality with Natular XRT or extended residual briquet or appropriate length of control based on reporting date. Locations can be reported by address or GPS coordinates.

Part IV. Adult Control

- A. Adulticiding in mosquito harborage areas:
 1. Up to sixty (60) truck / ATV Ultra Low Volume (ULV) treatments with a synthetic pyrethroid insecticide for community special events.
- B. Adulticiding in Residential Areas:
 1. Eight (8) community-wide truck ULV treatments of up to 444 miles of streets with Duet®, Merus, Biomist or synthetic pyrethroid insecticide.
- C. Adulticiding Operational Procedures
 1. Notification of community contact.
 2. Weather limit monitoring and compliance.
 3. Notification of residents on Clarke Call Notification List.
 4. ULV particle size evaluation.
 5. Insecticide dosage and quality control analysis.

2023 Total Cost

\$569,000.00

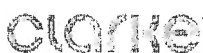


Exhibit 1

**Clarke Environmental Mosquito Management, Inc.
Client Agreement and Authorization
The 2023-2026 Bloomingdale Township
Environmental Mosquito Management (EMM) Program**

- I. **TERM AND TERMINATION:** **This Agreement has an Automatic Renewal Clause.** The term of the Agreement shall commence on the date when both parties have executed this Agreement and shall continue for a period ending on December 31, 2026 (the "Initial Term"). Unless either party hereto provides the other party with written notice at least one hundred fifty (150) days prior to the end of the Initial Term or any subsequent renewal term, this Agreement shall automatically continue to renew for additional term, each term having a duration equal to the Initial Agreement. If a party hereto fails to comply with a provision of this Agreement, then the other party shall have the right to terminate this Agreement if it gives written notice of the default to the defaulting party and the defaulting party fails to cure the default within sixty days of receipt of said notice.

- II. **PRICE INCREASES:** The price for the services rendered hereunder may be increased by Clarke Environmental Mosquito Management, Inc. ("Clarke") on the first day of any Calendar year commencing on January 1, 2023 (a "Price Increase Date") by either the Consumer Price Index (national CPI-U December-to-December change) used to determine the property tax extension limitation (PTELL) or 2.5% ("Price Increase Percentage"), whichever is less*. Clarke Environmental Mosquito Management, Inc. may petition the Bloomingdale Township at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not be reasonably foreseen by a prudent operator. New areas to be covered will be pro-rated to the program cost at the rates in effect at the time.

- III. **PROGRAM PAYMENT PLAN:** For Parts I, II, III, and IV as specified in the 2023-2026 Professional Services Cost Outline, the total for the 2023 program is \$569,000.00. The payments will be due on April 1, May 1, June 1 and July 1 according to the payment schedule below and Appendix A. The dollar amounts below for all percentage breakdowns have been rounded to the nearest dollar. Any additional treatments beyond the core program will be invoiced when the treatment is completed. In the event that a Village does not sign an intergovernmental agreement for their proportionate cost, then Clarke must separately contract with that Village and cost for that Village (see appendix A) will be deducted from Bloomingdale Township contract.

Exhibit 1

BLOOMINGDALE TOWNSHIP	2023
April 1	\$142,250.00
May 1	\$142,250.00
June 1	\$142,250.00
July 1	\$142,250.00
TOTAL	\$569,000.00

For Bloomingdale Township:

Name:  Title: Supervisor Date: 12/20/2022
Michael Hovde

For Clarke Environmental Mosquito Management, Inc.

Name:  Title: Regional Manager Date: November 4, 2022
George Balis

Exhibit 1

APPENDIX A
INTERGOVERNMENTAL AGREEMENTS

PROGRAM COST	2023	50%	Percentage Share		monthly instllmts
			By Area	50%	
Addison	20,033.41	\$10,017	3.52%	1.76%	2,504.25
Bloomingtondale	94,269.57	\$47,135	16.57%	8.28%	11,783.75
Carol Stream	73,096.07	\$36,548	12.85%	6.42%	9,137.00
Glendale Heights	89,593.92	\$44,797	15.75%	7.87%	11,199.25
Hanover Park	27,511.10	\$13,756	4.83%	2.42%	3,439.00
Itasca	21,378.89	\$10,689	3.76%	1.88%	2,672.25
Roselle	98,523.97	\$49,262	17.32%	8.66%	12,315.50
Bloomingtondale Township	144,593.07	\$356,796	25.41%	62.71%	89,199.00
Total:	569,000.00	\$569,000	100.00%	100.00%	142,250.00

At the lesser of 2.5% and the CPI increase (national CPI-U Dec to Dec change)

PROGRAM COST	Actual:		By Area	50%	monthly instllmts
	2024	2.50%			
Addison	\$20,534	\$10,267	3.52%	1.76%	2,566.75
Bloomingtondale	\$96,626	\$48,313	16.57%	8.28%	12,078.25
Carol Stream	\$74,923	\$37,462	12.85%	6.42%	9,365.50
Glendale Heights	\$91,834	\$45,917	15.75%	7.87%	11,479.25
Hanover Park	\$28,199	\$14,100	4.83%	2.42%	3,525.00
Itasca	\$21,913	\$10,957	3.76%	1.88%	2,739.25
Roselle	\$100,987	\$50,494	17.32%	8.66%	12,623.50
Bloomingtondale Township	\$148,209	\$365,715	25.41%	62.71%	91,428.75
Total:	\$583,225	\$583,225	100.00%	100.00%	145,806.25

At the lesser of 2.5% and the CPI increase (national CPI-U Dec to Dec change)

PROGRAM COST	Displayed At:		By Area	50%	monthly instllmts
	2025	2.50%			
Addison	\$21,047	\$10,524	3.52%	1.76%	2,631.00
Bloomingtondale	\$99,042	\$49,521	16.57%	8.28%	12,380.25
Carol Stream	\$76,796	\$38,398	12.85%	6.42%	9,599.50
Glendale Heights	\$94,130	\$47,065	15.75%	7.87%	11,766.25
Hanover Park	\$28,904	\$14,452	4.83%	2.42%	3,613.00
Itasca	\$22,461	\$11,231	3.76%	1.88%	2,807.75
Roselle	\$103,512	\$51,756	17.32%	8.66%	12,939.00
Bloomingtondale Township	\$151,914	\$374,859	25.41%	62.71%	93,714.75
Total:	\$597,806	\$597,806	100.00%	100.00%	149,451.38

At the lesser of 2.5% and the CPI increase (national CPI-U Dec to Dec change)

PROGRAM COST	Displayed At:		By Area	50%	monthly instllmts
	2026	2.50%			
Addison	\$21,573	\$10,787	3.52%	1.76%	2,696.75
Bloomingtondale	\$101,518	\$50,759	16.57%	8.28%	12,689.75
Carol Stream	\$78,716	\$39,358	12.85%	6.42%	9,839.50
Glendale Heights	\$96,483	\$48,242	15.75%	7.87%	12,060.50
Hanover Park	\$29,627	\$14,814	4.83%	2.42%	3,703.50
Itasca	\$23,023	\$11,512	3.76%	1.88%	2,878.00
Roselle	\$106,100	\$53,050	17.32%	8.66%	13,262.50
Bloomingtondale Township	\$155,711	\$384,229	25.41%	62.71%	96,057.25
Total:	\$612,751	\$612,751	100.00%	100.00%	153,187.75

2023 - 2026 Costs & % shares Revised to CPI.xls

303,678.75
12/9/2022

