
THE VILLAGE OF BLOOMINGDALE
DUPAGE COUNTY, ILLINOIS

RESOLUTION
NUMBER 2023-R-09

**A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF A
LANDSCAPE MAINTENANCE AGREEMENT BY AND
BETWEEN THE VILLAGE OF BLOOMINGDALE AND
YELLOWSTONE LANDSCAPE**

FRANCO A. COLADIPIETRO, Mayor

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 13th day of March 2023

RESOLUTION NO. 2023-R-09

**A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF A LANDSCAPE
MAINTENANCE AGREEMENT BY AND BETWEEN THE VILLAGE OF
BLOOMINGDALE AND YELLOWSTONE LANDSCAPE**

WHEREAS, the Village of Bloomingdale (hereinafter referred to as the "Village") is a home rule unit of local government with authority granted pursuant to the Illinois Constitution of 1970, to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt;

WHEREAS, the Village upon approval of the President and Board of Trustees of the Village (the "Corporate Authorities") may enter into an Agreement with another party pursuant to Illinois Statute;

WHEREAS, the Landscape Maintenance Agreement for the Indian Lakes open space has expired and requires renewal or extension;

WHEREAS, Yellowstone Landscape (the "Company"), has completed the mowing of the Indian Lakes open space for the previous two years in a satisfactory manner;

WHEREAS, the Company has proposed to perform the landscape maintenance services for 2023 as provided in the Agreement (the "Agreement") in the form attached hereto and incorporated herein as EXHIBIT A, in the amount not to exceed \$42,803.00; and

WHEREAS, the Corporate Authorities of the Village of Bloomingdale are of the opinion that the foregoing actions are in the best interest of the public safety, health and welfare of the residents of the Village of Bloomingdale.

NOW, THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of Bloomingdale, DuPage County, Illinois as follows:

Section One – Recitals

The Corporate Authorities hereby find 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 Two –Approval of Agreement

The Village hereby approves the Landscape Maintenance Agreement substantially in the form attached hereto and made a part hereof as Exhibit A.

Section Three – Authorization and Direction

The Village President and/or Village Administrator is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement, substantially in the form attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

Section Four -- Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of the Agreement and otherwise to consummate the transactions contemplated therein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five – Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the Agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the Agreement and of this Resolution.

Section Six -- Waiver of Bidding Requirements

To the extent that any requirement of bidding would be applicable to the transaction(s) contemplated hereunder, the same is hereby waived.

Section Seven - 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 the Agreement are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Eight– Effective Date

This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Nine – Publication

This Resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Ten – Conflict Clause

All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section Eleven – Saving Clause

If any section, paragraph, clause or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution, which are hereby declared to be separable.

Section Twelve – Recording

This Resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Bloomingdale.

[Remainder of Page intentionally left blank; roll call vote to follow]

DECIDED pursuant to a Roll Call Vote as follows:

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

PASSED AND APPROVED by the Village of Bloomingdale Board of Trustees on
the 13th day of March 2023:



Franco A. Coladipietro
Village President

ATTEST:



Pamela S. Hager
Village Clerk

Exhibit A
Agreement



610 W. Liberty Street
 Wauconda, IL 60084
 Ph: 847-526-4554
 Fax: 847-526-4587

250 N. Garden Avenue
 Roselle, IL 60172
 Ph: 630-351-4336
 Fax: 630-351-0148

23940 W. Andrew Road
 Plainfield, IL 60585
 Ph: 815-439-2022
 Fax: 815-609-3643

LANDSCAPE MAINTENANCE CONTRACT EXRENSION

This Contract Extension dated 2-22-23 between Village of Bloomingdale (Client) and the Acres Group (Contractor) shall be in accordance to this Contract.

1. **TERMS OF AGREEMENT:** This Contract Extension shall apply to 2023 landscape season.
2. **SERVICE DATES:** April 15 – November 15
3. **PLACE OF PERFORMANCE:** Indian Lakes Open Space
4. **PAYMENT RATES AND BILLING:** As compensation for services to be performed by Contractor, Client will pay within 30 days. The cost of contracted service is:
Lawn Maintenance: Total Season 1: \$42, 803.00 (7.6% increase from 2022)
5. Contract will be invoiced in seven equal monthly payments.
 Lawn maintenance services performed outside the term of the lawn maintenance contract will be at an additional charge upon written approval.
6. **CANCELLATION CLAUSE:** The Village shall have the right to cancel and terminate the contract at any time with or without cause for reasons which it believes to be in the public interest by giving thirty (30) days' notice to the Contractor.
7. **REASONABLE EFFORTS:** The services provided by Contractor pursuant to this Contract will be performed in a reasonable and workman-like manner.
8. **ENFORCEMENT:** If for any reason any provision or term stated in these contract documents is ordered by a Court to be legally unenforceable, the remaining provisions and terms shall remain enforceable by these parties.
9. This contract will be considered null and void on XX/XX/XX without appropriate authorized signatures below.
10. Specifications will be the same as 2021 agreement.

ACCEPTANCE OF PROPOSAL: The above Contract prices, including that stated in the Contract Specifications stated in Rider A-1, are satisfactory and are hereby accepted. Contractor is authorized to do the work indicated and as specified. Payment will be made as stated above.

 DATE
 Customer Signature

 DATE
 Contractor
 Acres Group

 Print Name

 Print Name