



**AGENDA ITEM #8A**

**AGENDA ITEM EXECUTIVE SUMMARY  
Village Board Meeting  
4/10/2023**

**Item Title:** Mosquito Abatement Intergovernmental Agreement

**Staff Contact:** Brian Joanis, Assistant Village Administrator

CONSENT

**VILLAGE BOARD ACTION:**

**Adopt a resolution approving and authorizing the execution of an Intergovernmental Agreement by and between the Village of Roselle and Bloomingdale Township.**

**Executive Summary:**

Since 2010 all seven communities located in Bloomingdale Township, including Roselle, have entered into a Financial Reimbursement Intergovernmental Agreement (IGA) with Bloomingdale Township for mosquito abatement services. The Township contracts with Clarke Environmental Mosquito Management, Inc. to provide the services to each of the seven communities. The most recent IGA with Bloomingdale Township expired on December 31, 2022.

The proportionate share for each community has been 50% of the total cost to provide mosquito abatement services. Each municipal share is based on its percentage of property in the Township. Roselle residents located in the Cook County portion of Roselle are served by the Northwest Mosquito Abatement District.

To continue to receive mosquito abatement services the Village will need to adopt a new IGA (see attached). The primary tenants of the IGA remain unchanged. Below are the highlights of the IGA:

- Term of the IGA is four years (2023-2026)
- Cost increase for the 2023 season amounts to 2.4% over 2022 season.
- 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.
- The Village's contribution is made in four equal payments in April, May, June and July of each year.
- Continuation of eight community wide sprayings per year.
- The Village continues to have the right to terminate participation in the program at any time.

Staff recommends the approval of the amended IGA.

**Implications:**

**Is this item budgeted?** Yes, the FY2023 Budget includes \$49,700 for mosquito abatement services.

**Estimated cost:** \$49,262

**Any other implications to be considered?** N/A

**Strategic Priority:**

Operational Sustainability

**Attachments:**

Resolution

IGA

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**THE VILLAGE OF ROSELLE**  
DUPAGE AND COOK COUNTIES, ILLINOIS

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**RESOLUTION**  
NUMBER \_\_\_\_\_

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**A RESOLUTION  
APPROVING AND AUTHORIZING  
THE EXECUTION OF  
AN INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN THE  
VILLAGE OF ROSELLE AND  
BLOOMINGDALE TOWNSHIP**

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DAVID PILESKI, Mayor  
AMANDA HAUSMAN, Village Clerk

BRUCE BERKSHIRE  
WAYNE D. DOMKE  
CHERYL LENISA  
TOM DELLA PENNA  
TOM PIORKOWSKI  
LEE TREJO

Village Board

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Published in pamphlet form by authority of the  
Mayor and the Board of Trustees of the Village of Roselle  
on this the 10th day of April, 2023

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION  
APPROVING AND AUTHORIZING  
THE EXECUTION OF  
AN INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
VILLAGE OF ROSELLE AND  
BLOOMINGDALE TOWNSHIP**

**WHEREAS**, the Village of Roselle is a municipal corporation organized pursuant to the laws of the State of Illinois possessing certain powers and perform certain functions pertaining to its local government and affairs as provided for by and through the Illinois Municipal Code and Illinois Statute;

**WHEREAS**, the Village of Roselle (hereinafter referred to as "Village") upon approval of the corporate authorities may enter into an Agreement with another party pursuant to Illinois Statute;

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government, including municipalities, to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance;

**WHEREAS**, the Intergovernmental Corporation Act (5 ILCS 220/1 et seq.) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings;

**WHEREAS**, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

**WHEREAS**, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract;

**WHEREAS**, the parties hereto are units of local government as defined by the Constitution of the State of Illinois, 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act;

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

**WHEREAS**, the Township provides mosquito abatement services for the various communities within the township including but not limited to the Village of Roselle;

**WHEREAS**, the Village and Township previously entered into an intergovernmental agreement in which the Village agreed to reimburse the Township 50% of the cost of said services relative to the Village of Roselle;

**WHEREAS**, the Village desires to continue the mosquito abatement services as provided by the Township and renew the intergovernmental agreement for said services defining their roles and responsibilities which includes sharing in the costs related to mosquito abatement services; and

**WHEREAS**, the Corporate Authorities of the Village of Roselle have determined that entering into the Intergovernmental Agreement with the respective parties is in the best interests of the health, safety and welfare of the residents of the Village of Roselle.

**NOW, THEREFORE, BE IT RESOLVED**, in open meeting assembled, by the Mayor and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, 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 Intergovernmental Agreement**

The Village hereby approves the Intergovernmental Agreement (hereinafter referred to as the “Agreement”) substantially in the form attached hereto and made a part hereof as Exhibit A.

**Section Three – Authorization and Direction**

The Mayor is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement, substantially in the form of such agreement 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 this resolution and otherwise to consummate the transactions contemplated herein 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 - 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 ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

## **Section Six - Authorization of Expenditures**

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the intergovernmental 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 Seven – Effective Date**

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

## **Section Eight - Publication**

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

## **Section Nine – Conflict Clause**

All resolutions, parts of resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

## **Section Ten – 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 Eleven – Recording**

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Roselle.

The Remainder of this Page has been Intentionally Left Blank / Roll Call Vote to follow:

**DECIDED** pursuant to a Roll Call Vote:

	YES	NO	ABSENT	PRESENT
Bruce Berkshire				
Wayne D. Domke				
Cheryl Lenisa				
Tom Della Penna				
Tom Piorkowski				
Lee Trejo				
David Pileski				
TOTAL				

**PASSED AND APPROVED** by the Village of Roselle Board of Trustees on the 10th day of April, 2023:

\_\_\_\_\_  
David Pileski  
Mayor

ATTEST:

\_\_\_\_\_  
Amanda Hausman  
Village Clerk

STATE OF ILLINOIS )  
 ) SS  
 COUNTIES OF DUPAGE AND COOK )

**CLERK’S CERTIFICATION**

I, Amanda Hausman, hereby certify that I am the duly appointed and qualified Village Clerk in and for the Village of Roselle, DuPage and Cook Counties, Illinois; that I am the keeper of the files, records, and seal of said Village, and that the following is a true and correct copy of Resolution No. \_\_\_\_\_

**A RESOLUTION  
 APPROVING AND AUTHORIZING  
 THE EXECUTION OF  
 AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN  
 VILLAGE OF ROSELLE AND BLOOMINGDALE TOWNSHIP**

adopted and approved by the Mayor and the Board of Trustees at an official meeting held on April 10, 2023 and that the vote on the motion for adoption was as follows:

	YES	NO	ABSENT	PRESENT
Bruce Berkshire				
Wayne D. Domke				
Cheryl Lenisa				
Tom Della Penna				
Tom Piorkowski				
Lee Trejo				
David Pileski				
TOTAL				

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of Roselle, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

I further state that this Certification is issued under my hand and the seal of the Village of Roselle as required in the Illinois Compiled Statues 65 ILCS 5/1-2-4.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the Corporate Seal of said Village of Roselle, DuPage and Cook Counties, Illinois on the date set forth herein.

\_\_\_\_\_  
 Amanda Hausman, Village Clerk

(SEAL)



Exhibit A

Intergovernmental Agreement

DRAFT

**FINANCIAL REIMBURSEMENT INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN THE VILLAGE OF ROSELLE 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 Roselle 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 ROSELLE**

\_\_\_\_\_  
David Pileski, Mayor

ATTEST:

\_\_\_\_\_  
Amanda Hausman, Village Clerk



**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
<b>Total:</b>	<b>569,000.00</b>	<b>\$569,000</b>	<b>100.00%</b>	<b>100.00%</b>	<b>142,250.00</b>

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

PROGRAM COST	Actual: 2.50%		By Area	50%	monthly instllmts
	2024	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
<b>Total:</b>	<b>\$583,225</b>	<b>\$583,225</b>	<b>100.00%</b>	<b>100.00%</b>	<b>145,806.25</b>

289,045.75

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

PROGRAM COST	Displayed At: 2.50%		By Area	50%	monthly instllmts
	2025	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
<b>Total:</b>	<b>\$597,806</b>	<b>\$597,806</b>	<b>100.00%</b>	<b>100.00%</b>	<b>149,451.38</b>

296,271.88

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

PROGRAM COST	Displayed At: 2.50%		By Area	50%	monthly instllmts
	2026	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
<b>Total:</b>	<b>\$612,751</b>	<b>\$612,751</b>	<b>100.00%</b>	<b>100.00%</b>	<b>153,187.75</b>

303,678.75  
12/9/2022

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