

RESOLUTION NO. 26 - 09

**A RESOLUTION
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF NAPERVILLE AND THE COUNTY OF DUPAGE
FOR MOWING ALONG COUNTY ROADS AND RIGHTS-OF-WAY**

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NAPERVILLE, COUNTIES OF DUPAGE AND WILL, ILLINOIS, in exercise of its home rule authority, as follows:

SECTION 1: The intergovernmental agreement between the City of Naperville and the County of DuPage for mowing along county roads and rights-of-way attached hereto and made part hereof ("Agreement"), is hereby approved subject to minor revisions as may be approved by the City Attorney.

SECTION 2: The Mayor is hereby authorized to execute the Agreement on behalf of the City of Naperville as provided herein.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 18th day of March 2026.

AYES: WEHRLI, GIBSON, HOLZHAUER, JAIN, KELLY, MCBROOM, SYED,
WHITE, WILSON

APPROVED this 19th day of March 2026.

Signature on file

Scott A. Wehrli
Mayor

~~ATTACHED~~
Signature on file

Dawn C. Portner
City Clerk



**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE CITY OF NAPERVILLE
FOR MOWING ALONG COUNTY ROADS AND RIGHTS-OF-WAY**

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the CITY OF NAPERVILLE (hereinafter referred to as the "MUNICIPALITY"), a municipal corporation. The COUNTY and the MUNICIPALITY are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the MUNICIPALITY are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq., to contract with each other; and

WHEREAS, the MUNICIPALITY agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY (hereinafter referred to as "County Highway(s)") and within the corporate limits of the MUNICIPALITY, hereinafter depicted on Exhibit A, attached hereto and incorporated herein (hereinafter referred to as "COUNTY MOWING"); and

WHEREAS, the COUNTY and the MUNICIPALITY have determined that it is in the best interest of the citizens of DuPage County and the residents of the MUNICIPALITY to provide mowing along the above listed County Highways subject to the following SPECIFICATIONS and GENERAL CONDITIONS:

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right-of-way line. Median and island areas are also included as part of this Agreement (as referenced in Exhibit A) and shall be mowed back-to-back of curb. Weeds, grass, and other vegetation growing within concrete or paved portions of medians shall be removed or trimmed as necessary to maintain a neat, uniform, and well-maintained appearance.
2. Grass shall be mowed to the height of three (3) inches.

3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Manager of Highway Operations, or his designee, shall constitute prima facie evidence of a reasonable application of such professional standards. Any necessary corrections shall be made within one week, weather permitting.
4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.
5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this Agreement. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.
6. The MUNICIPALITY shall perform minor trimming of brush, tree branches, vegetation, and other obstructions that encroach into the mowing path or interfere with equipment. For larger areas requiring additional personnel or equipment, tree and brush removal requests should be referred to the DuPage County Manager of Highway Operations.
7. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the MUNICIPALITY and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Manager of Highway Operations for removal.
8. Damage caused by the MUNICIPALITY to turf areas, fences, signs, or any other property shall be repaired to the satisfaction of the DuPage County Manager of Highway Operations prior to payment for the cycle in which damage occurred.
9. The MUNICIPALITY shall protect all work sites with proper traffic control as specified in the "Manual of Uniform Traffic Control Devices" that is in effect at the time the work is performed, as well as any indicated special provisions, whether attached or included by reference, and appropriate at any particular site. The safety of workers and the public shall be of primary concern.
10. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled way of the County Highways. If it is necessary for a slow-moving

piece of equipment to travel for a short distance along the County Highway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled way of the County Highway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.

11. No equipment or material shall be stored on the pavement or shoulders of the County Highways at any time.
12. COUNTY payment for mowing will be made once per month (May to October) provided the MUNICIPALITY submits an invoice monthly for the actual number of mowing cycles performed, not to exceed four (4) cycles per month and sixteen (16) cycles per calendar year.
13. No additional mowing cycles will be reimbursed by the COUNTY other than those listed above in Article 12.
14. The COUNTY shall pay the MUNICIPALITY, the amount shown per mowing cycle (total acres given in Exhibit A X \$60.00 per acre); Acreage in this Agreement will be measured and paid for to the nearest hundredth of an acre (0.01ac). Such payment shall be made by the COUNTY within sixty (60) days of receipt of a properly documented invoice after the completion of each mowing cycle of total acres given in this AGREEMENT. Invoicing by the MUNICIPALITY should occur monthly. When invoicing occurs more frequently, the COUNTY reserves the right to hold invoices for processing until the end of monthly invoicing period.
15. **The MUNICIPALITY shall endeavor to submit a final invoice for all mowing no later than November 15th of the current year for any mowing cycles performed during the completed mowing season for the term of this Agreement. Due to COUNTY budgetary constraints, final invoice must be received by December 1st of current year.**
16. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at the unit price and measurements stated in Article 14. The DuPage County Division of Transportation will notify the MUNICIPALITY in writing of any additions or deductions made in the mowing cycle acres.
17. The MUNICIPALITY, if it chooses to contract with a third-party contractor, will be paid at the unit price and measurements

stated in Article 14. The use of a third-party contractor will not change the rates, measurements, schedule, work and jobsite requirements, or terms and conditions of this Agreement.

GENERAL CONDITIONS

1. The MUNICIPALITY may, at its sole discretion, visit the sites of the proposed work shown in the COUNTY WORK list, for the purposes of examining and familiarizing itself with the premises and circumstances relating to the mowing to be done in order that it may understand the site specific conditions and physical constraints associated with the mowing to be performed under this Agreement. All such site visits shall be made without obstructing traffic flow on the County Highways.
2. The MUNICIPALITY shall furnish all labor, materials, equipment and transportation necessary to complete sixteen (16) mowing cycles per year for two (2) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.
3. The MUNICIPALITY, or its contractor, shall document the work completed during each mowing cycle for which payment is requested by certifying the COUNTY MOWING areas that were mowed using a web-based portal provided by the COUNTY, or through another mutually agreed method.
4. The safety of persons and property of the MUNICIPALITY, the COUNTY, third party contractors, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.
5. All equipment and materials furnished by the MUNICIPALITY shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The MUNICIPALITY agrees, covenants, and understands that the MUNICIPALITY bears sole liability for any injury or damage caused by the MUNICIPALITY under this Agreement and that the COUNTY shall not accept any liability whatsoever from the MUNICIPALITY except where any injury or damage is caused by the COUNTY.
6. Indemnification

- (a) The MUNICIPALITY shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the MUNICIPALITY's negligent or willful acts, errors or omissions or any of the MUNICIPALITY contractor's or agent's negligent or willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.
- (b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY's participation in its defense shall not remove the MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, the MUNICIPALITY shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the MUNICIPALITY would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval.
- (c) Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. The MUNICIPALITY's indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement.
- (d) The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the MUNICIPALITY, under the law."

7. Insurance

At all times during the period of this Agreement, the MUNICIPALITY and, if applicable, their contractor, shall maintain the following insurance coverage(s), or be self-insured to cover the following:

- (a) **Worker's Compensation Insurance** in the statutory amounts.
- (b) **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee /disease.
- (c) **Commercial (Comprehensive) General Liability Insurance** with a limit of not less than three million dollars (\$3,000,000) total; including limits of not less than two million (\$2,000,000) dollars per occurrence and one million (\$1,000,000) dollars excess liability in the annual aggregate injury/property damage.
- (d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million (\$1,000,000) dollars Combined Single Limit (Each Accident).
- (e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The MUNICIPALITY shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the MUNICIPALITY to the COUNTY immediately upon request. Additionally, the MUNICIPALITY shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.
- (f) The MUNICIPALITY shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7 (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor's insurance coverage at any time. The MUNICIPALITY will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The MUNICIPALITY understands that it is to the MUNICIPALITY's benefit to diligently enforce this insurance requirement as the MUNICIPALITY shall indemnify the COUNTY, its officials, officers, agents, and employees from all liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein.

- (g) The insurance required to be purchased and maintained by the MUNICIPALITY and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the MUNICIPALITY is satisfying insurance required through a combination of primary and excess coverage, the MUNICIPALITY shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The MUNICIPALITY shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- (h) It is the duty of the MUNICIPALITY to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the MUNICIPALITY shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the required insurance coverage, the COUNTY shall notify the MUNICIPALITY that the MUNICIPALITY can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the MUNICIPALITY shall accept and bear all costs that may result from the cancellation of this Agreement due to the MUNICIPALITY's or if applicable, their contractor's failure to provide and maintain the required insurance.
- (i) The MUNICIPALITY's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance /Endorsements shall state: "The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive)

Automobile Liability Insurance policies with respect to claims arising from the MUNICIPALITY's performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis."

- (j) If the MUNICIPALITY will be using their own forces for the work covered in this Agreement, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement. If, however, the MUNICIPALITY will be utilizing a third-party contractor to perform the COUNTY MOWING, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract, including evidence of proper licenses, bonding, and insurance, to the COUNTY.
8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.
9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.
11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.
12. In the event any provisions of this Agreement are held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of this Agreement shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be

effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE MUNICIPALITY:

Daniel Randolph
Director of Public Works
City of Naperville
400 South Eagle Street
Naperville, IL 60540
schwartzhoffc@naperville.il.us

FOR THE COUNTY:

Stephen M. Travia, P.E.
Director of Transportation and Facilities Management
County of DuPage
421 N. County Farm Road
Wheaton, IL 60187
stephen.travia@dupagecounty.gov

14. This Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.
15. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 30, 2027, unless terminated by thirty (30) days written notice to the other party as referenced above.
18. The parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.
19. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.
20. This Agreement shall become effective on the day on which both parties hereto have executed this document.

(Signature Page follows)

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this 31st day of March, 2026 at Wheaton, Illinois.

Deborah A. Conroy, Chair
DuPage County Board

ATTEST:

Jean Kaczmarek, County Clerk

CITY OF NAPERVILLE

Signed this 31st day of March, 2026, at CITY OF NAPERVILLE, Illinois.



Signature on file

Scott Wehrli, Mayor
CITY OF NAPERVILLE

Signature on file

ATTEST:

Dawn Portner, Clerk
CITY OF NAPERVILLE

EXHIBIT A
COUNTY MOWING: CITY OF NAPERVILLE

Co Hwy	Hwy Name	From	To	Side of Street	AREA (acres)
33	75th Street	Modaff Road	Palomino Drive	Both Sides including Medians	35.03
Grand Total Acres					35.03

Total Acres	Payment per Acre	Total per Mowing Cycle (Rounded up)
35.03	\$ 60.00	\$ 2,102.00

Total per Mowing Cycle	Number of Mowing Cycles per Year	Total Payment per Year
\$ 2,102.00	16	\$33,632.00

