

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**12/7/2021**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
IGA with Downers Grove Park District – Maintenance of 40th & Glendenning Wetland Area	Andy Sikich Public Works Director

**SYNOPSIS**

A resolution has been prepared to approve an Intergovernmental Agreement (IGA) between the Village and the Downers Grove Park District (District) facilitating the maintenance of the 40th & Glendenning Wetland Area.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2021 – 2023 include *Steward of Financial, Environmental and Neighborhood Sustainability* and *Exceptional Municipal Services*.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Approval on the December 7, 2021 consent agenda.

**BACKGROUND**

The Village of Downers Grove and the Downers Grove Park District have a long history of working together to provide exceptional, cost-effective services to our residents. In May 1997, the Village, Park District, and DuPage County entered into an intergovernmental agreement (IGA) to create a wetland mitigation bank on parcels owned by the Village and the District in the area of 40th Street and Glendenning Avenue. As part of the IGA, the county assumed development and management responsibilities for the 11-acre site. The agreement is set to expire in May 2022, with responsibilities for management reverting to the Village and the District. The wetland areas and other native plants on these parcels provide important habitat for wildlife, increasing local biodiversity, and effectively provide storage for stormwater while also improving stormwater quality in the area.

As management responsibilities return to the Village and the District in the Spring of 2022, Village and District Staff met to discuss how shared maintenance responsibilities for the entire site could be more effective and efficient than each agency providing these activities on their own respective parcels. Under the proposed agreement, the Park District will use their expertise to provide for the maintenance of the natural area plantings, by adding this area to their maintenance contract for Lyman Woods, as well as caring for the trails on the property, while the Village will utilize currently owned equipment and existing staff expertise to provide maintenance of all stormwater structures, pipes, etc. Each agency will be responsible for the care

and maintenance of trees located on their respective parcels, however the agreement does provide for the potential use of shared services and cooperation between agencies to most effectively handle tree maintenance as well.

The attached IGA was approved by the Park District Board on November 18, 2021.

**ATTACHMENTS**

Resolution  
Agreement

**RESOLUTION NO. \_\_\_\_****A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND THE DOWNERS GROVE PARK DISTRICT**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Intergovernmental Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and the Downers Grove Park District for the maintenance of the 40<sup>th</sup> Street and Glendenning Avenue Wetland Area, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_

Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND THE DOWNERS GROVE PARK DISTRICT FOR THE MAINTENANCE OF THE 40<sup>TH</sup> STREET AND GLENDENNING AVENUE WETLAND AREA**

THIS AGREEMENT (“Agreement”), is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021 (“Agreement Date”) by and between the VILLAGE OF DOWNERS GROVE, ILLINOIS, an Illinois municipal corporation, (the “Village”), and the DOWNERS GROVE PARK DISTRICT (“the District”).

**RECITALS**

**WHEREAS**, Article VII, Section 10, of the Illinois Constitution of 1970 encourages and provides for units of local government to contract or otherwise associate among themselves to obtain or share services; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* further authorizes intergovernmental cooperation; and

**WHEREAS**, the Village and the District are “units of local government” as defined by Article VII, Section 1, of the Constitution of the State of Illinois and are authorized to contract and agree with one another on matters of mutual concern; and

**WHEREAS**, the State of Illinois has recognized and promulgated the goal of environmental, economic and social values of the State’s remaining wetlands and has set guidelines for specific agencies to preserve, enhance and create wetlands in order to maintain the wetland resource base (20 ILCS 830/104); and

**WHEREAS**, the major federal regulatory tool for wetlands management is Section 404 of the Clean Water Act (40 CFR 404), which establishes a permit program to regulate the discharge of dredged or fill material into wetlands; and

**WHEREAS**, in April 1997, the County of DuPage, the Village and the District entered into an Intergovernmental Agreement for the 40<sup>th</sup> and Glendenning Wetland Mitigation Banking Program (“1997 IGA”); and

**WHEREAS**, the Village and the District own the property located within the 40<sup>th</sup> and Glendenning Wetland Area (“Wetland Area”) (see Exhibits A & B attached hereto and incorporated herein); but as a result of the 1997 IGA the County was responsible for funding improvements to the Wetland Area as well as for maintenance thereof; and

**WHEREAS**, the 1997 IGA will be expiring in April 2022 and the County will be relinquishing all responsibility of the Wetland Area to the Village and the District; and

**WHEREAS**, it is therefore necessary for the Village and the District to enter into a new IGA to set forth each party’s responsibilities for the shared maintenance of the Wetland Area beginning in April 2022;

**NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. The above recitals are hereby incorporated into this Agreement as if fully set forth in this paragraph 1.
2. The District shall be responsible for maintenance, including competitive bidding if applicable, supervising the work, monitoring compliance and payment, of all vegetation and trails on both District-owned and Village-owned properties in the Wetland Area.
3. The Village shall be responsible for maintenance, including competitive bidding if applicable, supervising the work, monitoring compliance and payment, of all pipes and storm structures on both Village-owned and District-owned properties in the Wetland Area.

4. Both the Village and the District shall be responsible for the care and maintenance of all trees on their respective properties in the Wetland Area.

5. The Parties will cooperate with one another in the event one party is able to assist (“Assisting Party”) the other Party (“Receiving Party”) in that Party’s responsibilities set forth in this IGA. By way of example, if the Village is at or going to be at the Wetland Area pruning trees on its property and the District needs one of its trees pruned, then the Village could assist the District. However, in no event shall the Assisting Party be responsible in any manner for improper work or damage on the Receiving Party’s property. Additionally, the Receiving Party shall not be responsible for an injury to the Assisting Party’s employees while the Assisting Party is performing work on the Receiving Party’s property.

6. Each Party to this Agreement shall continue to procure and maintain, at its sole and exclusive expense, insurance coverage including commercial general liability, contractual liability, personal injury, and property damage with such limits of coverage and deductibles as are prudent and reasonable for the protection of its own property and work being performed under this IGA. The District and the Village may satisfy their insurance obligations under this Section through self-insurance or a self-insured risk pool.

7. Each party to this Agreement shall be responsible for its negligent acts and omissions; however, nothing herein shall be construed as a waiver of either party's right to assert itself of any tort immunity available, whether by statute or common law. The parties hereby waive, and in no event shall either party be liable for, any and all claims for special, incidental, consequential or punitive damages from the Village, the District, or any of their officers, employees and agents, except in cases of willful and wanton conduct.

8. To the fullest extent permitted by law, each Party shall indemnify, keep and save harmless the other party and its agents, officers, and employees, against all injuries, deaths, losses,

damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of said Party, its employees, or its subcontractors, and the Indemnifying Party shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Indemnified Party in any such action, the Indemnifying Party shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Indemnifying Party to indemnify the Indemnified Party for its own negligence.

9. Either party may terminate its participation in this Agreement by providing thirty (30) days written notice to the other party.

10. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage, Illinois.

11. The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

12. This Agreement will not be subject to amendment unless made in writing and signed by all parties.

13. If any section, paragraph, clause or provision of this Agreement shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Agreement.

14. Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business.

Notices shall be addressed to the parties as follows:

Village Manager  
Village of Downers Grove  
801 Burlington Ave.  
Downers Grove, IL 60515

Downers Grove Park District  
2455 Warrenville Road  
Downers Grove, IL 60515

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

VILLAGE OF DOWNERS GROVE

DOWNERS GROVE PARK DISTRICT

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Secretary

# EXHIBIT A 40TH & GLENDENNING WETLAND BANK

I.D.	PARCEL NO.	OWNER
1	09-05-201-027	VILLAGE OF DOWNERS GROVE
1	09-05-201-028	VILLAGE OF DOWNERS GROVE
1	09-05-202-011	VILLAGE OF DOWNERS GROVE
1	09-05-202-026	VILLAGE OF DOWNERS GROVE
1	09-05-206-025	VILLAGE OF DOWNERS GROVE
1	09-05-207-001	VILLAGE OF DOWNERS GROVE
1	09-05-207-002	VILLAGE OF DOWNERS GROVE
2	09-05-114-017	DOWNERS GROVE PARK DISTRICT
2	09-05-201-026	DOWNERS GROVE PARK DISTRICT
2	09-05-205-019	DOWNERS GROVE PARK DISTRICT
2	09-05-206-024	DOWNERS GROVE PARK DISTRICT



## WETLAND DATA

<b>OWNERSHIP OF LAND</b>	
DOWNERS GROVE PARK DISTRICT	6.37 ACRES
VILLAGE OF DOWNERS GROVE	8.40 ACRES
<b>FLOOD STORAGE</b>	
CURRENT	18.33 ACRE-FT
PROPOSED	38.58 ACRE-FT
<b>WETLAND AREA</b>	
CREATED	8.89 ACRES
ENHANCED	4.87 ACRES
<b>DRAINAGE AREA</b>	
LACEY CREEK WATER SHED	243 ACRES
<b>MAINTENANCE RESPONSIBILITY</b>	
MESIC PRARIE	VILLAGE OF DOWNERS GROVE
NON-MESIC PRARIE	DOWNERS GROVE PARK DISTRICT COUNTY OF DUPAGE

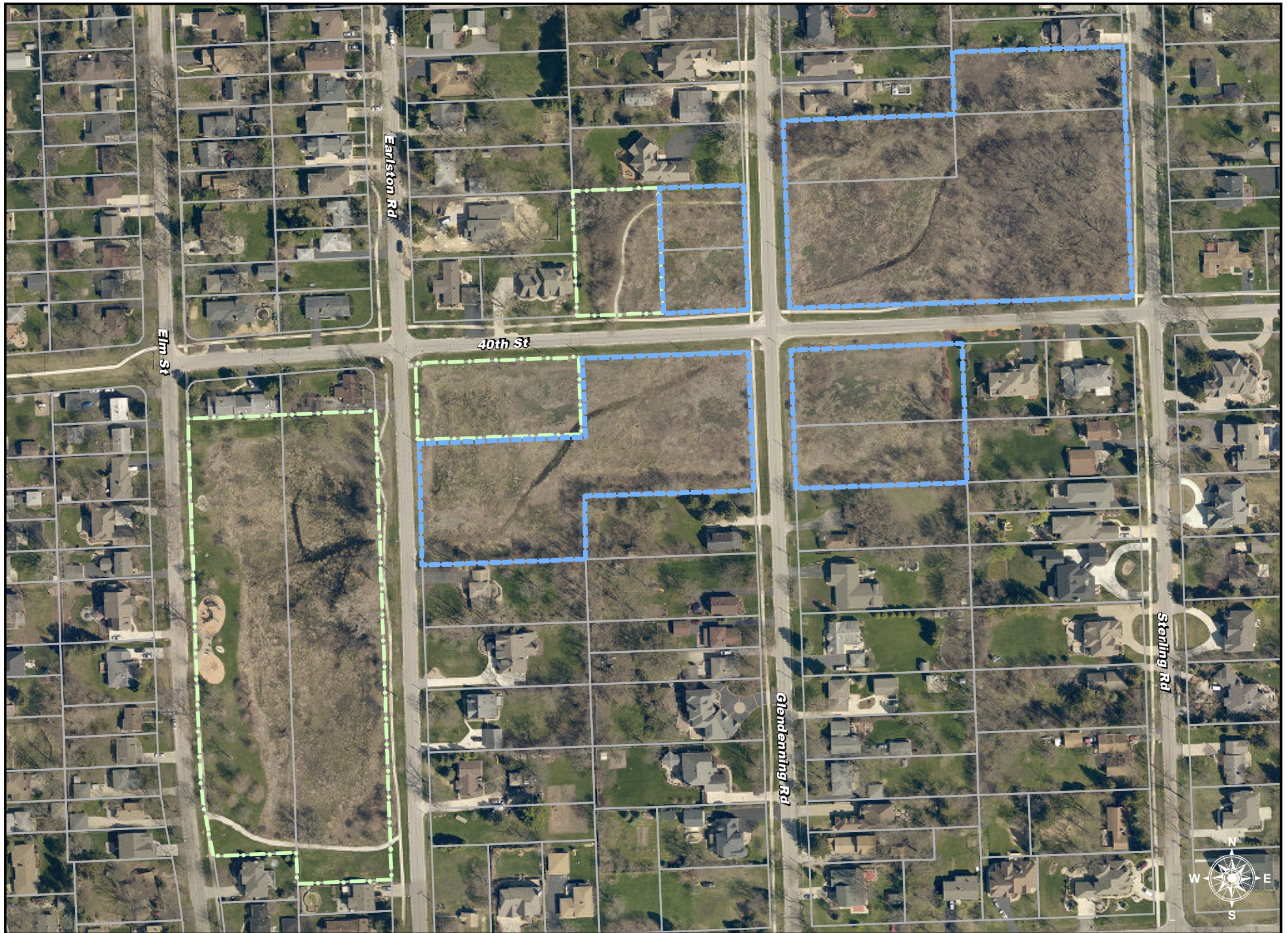
- Mesic Prairie
- Wet Prairie
- Emergent
- Aquatic
- Open Water
- Path

NOTE: AREAS TO BE MAINTAINED BY VILLAGE OF DOWNERS GROVE & DOWNERS GROVE PARK DISTRICT



**STORMWATER  
MANAGEMENT  
DIVISION**  
ENVIRONMENTAL CONCERNS DEPARTMENT

DATE: 6-28-96  
2-05-97  
ROBERT SKIDMORE  
KURT NIKA



**Legend**

-  DGPD Property
-  VDG Property

**40TH & GLENDENNING WETLAND BANK  
Exhibit B: Property Ownership Map**

