

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS, DEPARTMENT OF
NATURAL RESOURCES ("IDNR") FOR SELECTED LAKE SPRINGFIELD MARGINAL
PROPERTIES TO BE USED IN THE ILLINOIS RECREATIONAL ACCESS PROGRAM ("IRAP"),
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the City is authorized to enter into an intergovernmental cooperation agreement with State of Illinois, Department of Natural Resources ("IDNR"), and

WHEREAS, this Ordinance authorizes an Intergovernmental Agreement with the IDNR, and

WHEREAS, the IDNR's Illinois Recreational Access Program ("IRAP") provides Illinois or non-Illinois residents who have been approved by IDNR the access to lands for various hunting and recreational activities as defined herein through the IRAP, and

WHEREAS, the City desires to lease and enroll selected Lake Springfield marginal properties as described in "Attachment A" of the Intergovernmental Agreement, and

WHEREAS, IDNR desires to lease the Leased Premises from the City pursuant to 20 ILCS 805/805-230, to make the Leased Premises available to IRAP Participants for the various hunting and recreational activities as defined in the Intergovernmental Agreement, and

WHEREAS, the hunting and recreational activities are defined as Archery Deer Hunting for Adults and Youth during the timeframe of October 1 through October 31 and December 16 through December 31, and

WHEREAS, participation in this program will assist with the overabundant population of deer on selected unleased parcels of properties owned by the City of Springfield, Office of Public Utilities, and

WHEREAS, the agreement will be in effect through December 31, 2024, and

WHEREAS, a copy of the agreement shall be on file with the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes the execution an Intergovernmental Agreement with IDNR to allow the use of selected Lake Springfield marginal properties to be used in the IRAP program.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute the agreement on behalf of the City of Springfield Office of Public Utilities.

Section 3. This Ordinance is being adopted pursuant to the City's home rule authority and shall be in full force and effect from and after its passage and recording with the City Clerk.

PASSED: _____, 2021

SIGNED: _____, 2021

RECORDED: _____, 2021

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Langfelder

**Intergovernmental Agreement
between the
Illinois Department of Natural Resources
and the City of Springfield, Illinois**

This Intergovernmental Agreement (“Agreement”) is entered into between the Illinois Department of Natural Resources (“IDNR”) and the City of Springfield, Illinois (“City”).

Whereas, IDNR and the City have the authority to enter into intergovernmental agreements pursuant to the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

Whereas, the City desires to lease and enroll real property located in Illinois described in Attachment A (“Leased Premises”) in IDNR’s Illinois Recreational Access Program (“IRAP”) which provides Illinois or non-Illinois residents who have been approved by IDNR (“IRAP Participants”) the access to lands for various hunting and recreational activities as defined herein through the IRAP Program.

Whereas, IDNR desires to lease the Leased Premises from the City pursuant to 20 ILCS 805/805-230, to make the Leased Premises available to IRAP Participants for the various hunting and recreational activities as defined herein.

Whereas, both IDNR and the City intend for this Agreement to comply and be construed to comply with the provisions of the State of Illinois Recreational Use of Land and Water Areas Act, 745 ILCS 65/1 *et seq.* (“Act”), where applicable*, to the extent allowable by law.

Whereas, both IDNR and the City recognize that public access and use of the Leased Premises must be appropriately managed to prevent conflicts of use, or interference with the present and future operation and use of the Leased Premises.

Now therefore, in consideration of the mutual covenant and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in full compliance with the provisions of the Act, where applicable, IDNR and the City agree as follows:

1. The City hereby leases to IDNR the Leased Premises for the sole purpose of managing the Leased Premises to provide public access for the activities authorized below in accordance with the IRAP Program. Public use of the Leased Premises will be permitted in the designated areas only described in Attachment A.
2. Leased Premises to be enrolled in IRAP identified in Attachment A include specific maps with marked location(s) of the access area(s).
3. The term of this Agreement shall begin on the date of signature by IDNR and shall terminate on December 31, 2024 (“Term”).
4. This Agreement may be terminated by either party upon thirty (30) days written notice. IDNR may terminate the Agreement for unsatisfactory performance by giving the City written notice. Termination for unsatisfactory performance shall be effective immediately upon receipt.

5. IDNR and City Water, Light and Power of Springfield may work together to develop a mutually agreed upon Habitat Management Plan for the Leased Premises.
6. For the enrolled Leased Premises identified in Attachment A, the City agrees:
 - a. To allow IRAP Participants access to the Leased Property to take part in the hunting and recreational activities defined herein which are ARCHERY DEER HUNTING – Adult and Youth- October 1 through October 31 and December 16 through December 31 each year, as legally described in Illinois Digest of Hunting and Trapping Regulations.
 - b. The City further agrees:
 - i. To ensure that walk-in hunting access is provided during the archery deer hunting season;
 - ii. To allow the use of portable blinds and non-intrusive stands (straps), if appropriate;
 - iii. To allow multiple hunters per site where approved in advance by IRAP staff;
 - iv. To allow multiple deer to be harvested per registered hunter; and
 - v. To allow harvested deer to be field dressed on site.
 - c. To allow IDNR or its designee(s) access to the Leased Premises at any time to perform obligations in accordance with this Agreement or IDNR's IRAP Program;
 - d. To permit IDNR or its designee(s) to erect posts, signs, and other materials to be placed on the Leased Premises for the purpose of marking parking and hunting areas, or to promote and publicize the IRAP Program;
 - e. To consent to and, to the extent of this Agreement, manage the Leased Premises in accordance with the Habitat Management Plan, if any, for the above Leased Premises.
 - f. To reasonably protect all habitat from destruction such as, but not limited to, livestock grazing, mowing, fires, tillage, chemical spraying, and timber cutting, and to report habitat changes to IDNR as soon as they occur or are discovered;
 - g. To enforce applicable local laws and regulations and comply with all applicable Federal and State statutes and regulations, and further to timely report to IDNR any noticed or perceived violation of such;
 - h. To notify IDNR at least 30 days prior to a change in ownership of the Leased Premises,
 - i. To reimburse IDNR the pro-rated amount for expenses incurred by IDNR for implementation of habitat management projects should the City terminate this Agreement or lease, sell, or otherwise encumber the above Leased Premises;
 - j. To allow IDNR or its designees to assign a disabled hunter access to the Leased Premises for specific IRAP activities and, if necessary, allow the disabled hunters to use their personal ATV and/or assistant while hunting on specified Leased Property.
 - k. To ensure that neither City or its designee uses the Leased Premises during the Term of this Agreement in such a way that it could cause safety concerns and/or be disruptive to the IRAP participant(s).
 - l.
7. For the above enrolled Leased Premises, IDNR agrees to:
 - a. Register IRAP hunting participants and assign hunting sites, by means of lottery, on Leased Premises;
 - b. Have all assigned hunters sign a release of liability waiver that the City has had the opportunity to review;

- c. Assist the City with habitat management of Leased Premises through technical assistance and cost-share funding (if available) as may be described in the IDNR Habitat Management Plan for the Leased Premises; and
 - d. Promote Archery deer hunting on Leased Premises
- 8. This Agreement shall be governed in all respects by the laws of the State of Illinois. Any permits and/or licenses necessary to perform the work will be secured and paid for by the City.
- 9. This Agreement is contingent upon and subject to the availability of sufficient funds. IDNR may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to IDNR by the State or the Federal funding source, (ii) the Governor or IDNR reserves funds, or (iii) the Governor or IDNR determines that funds will not or may not be available for payment. The IDNR shall provide notice, in writing, to City of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 10. City shall maintain books and records relating to the performance of the Agreement and necessary to support amounts charged to the IDNR pursuant the Agreement. Books and records, including information stored in databases or other computer systems, shall be maintained by the City for a period of three years from the later of the date of final payment under the Agreement or completion of the Agreement. If federal funds are used to pay Agreement costs, the City must retain its records for three years (2 CFR 200.333). Books and records required to be maintained under this section shall be available for review or audit by representatives of: IDNR, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The City shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the IDNR for the recovery of any funds paid by the IDNR under the Agreement for which adequate books and records are not available to support the purported disbursement.
- 11. Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Agreement officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between IDNR's and the City's terms, conditions and attachments, IDNR's terms, conditions and attachments shall prevail.
- 12. This Agreement and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this Agreement.
- 13. The City shall indemnify and hold harmless IDNR, and the State of Illinois from and against any and all causes of action, liability, claims, demands, losses, settlements, damages, judgments, and attorney's fees arising out of: (a) any breach or violation by the City of any of its certifications, representations, warranties, covenants or agreements; (b) damage to any property or other damage or loss claimed to result in whole or in part from City's negligent

performance; (c) any act, activity, or omission of City or any of its employees, representatives, or agents provided that said claims, demands, losses, damages, or injuries have not been caused in whole or in part by the negligence or willful misconduct of IDNR or the State of Illinois. IDNR will not provide the City with liability protection for the Leased Premises when in use by an approved IRAP Participant. Neither party shall be liable for incidental, special, consequential or punitive damages.

14. No Party may assign or delegate, in whole or part, the rights or obligations created by this Agreement without the prior written consent of the other Party.

15. This Agreement, including Attachment A , constitutes the entirety of the Agreement between the parties and supersedes any other agreement or communication, whether written or oral, that may have been made by either party.

16. All notices, submissions or other correspondence required to be given to the Department or to the City shall be delivered or mailed to the following addresses:

Illinois Department of Natural Resources
Contact: Tammy Miller
Special Programs Manager
One Natural Resources Way
Springfield, Illinois 62702

Email: tammy.miller@illinois.gov
Telephone: 217-524-1266

City of Springfield
Contact: Daniel L. Brill
Supervisor of Land and Water Resources
City Water, Light and Power
200 E. Lake Drive
Springfield, Illinois 62712

Email: dan.brill@cwlp.com
Telephone: 217-757-8660 x1024

17. Should any provision of this Agreement be found illegal, invalid, or void, said provision shall be considered severable from this Agreement, the remaining provisions shall not be impaired, and the Agreement shall be interpreted, to the extent possible, to give full effect to the parties' intent.

18. The parties agree that no third-party beneficiary rights in favor of any person or entity are, nor are they intended to be, created by this Agreement.

19. The below signatories represent that they are duly authorized to execute this Agreement on behalf of their respective bodies, effective on the last dated signature of the Parties.

**The limited liability to the Landowner as provided in the Recreational Use of Land and Water Areas Act, 745 ILCS 65/1 et seq., is, in the case of individuals, limited to the activities of hunting and recreational shooting, for all other activities undertaken for conservation, resource management, educational, or outdoor recreational use, limited liability is conferred on the landowner when the general public is allowed entry, 745 ILCS 65/1 and 2(c). Please consult with your attorney for any questions you may have about this Act or any other legal concerns about this Agreement.*

FOR THE STATE OF ILLINOIS,

DEPARTMENT OF NATURAL RESOURCES:

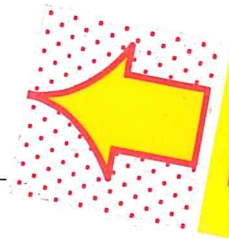
Date: _____

Colleen Callahan, Director
Illinois Department of Natural Resources
One Natural Resources Way
Springfield, Illinois 62702

FOR THE CITY OF SPRINGFIELD:

Date: _____

James O. Langfelder, Mayor
800 E. Monroe St., Ste 300
Springfield, Illinois 62701



IL Recreational Access Program

(217) 782-0137

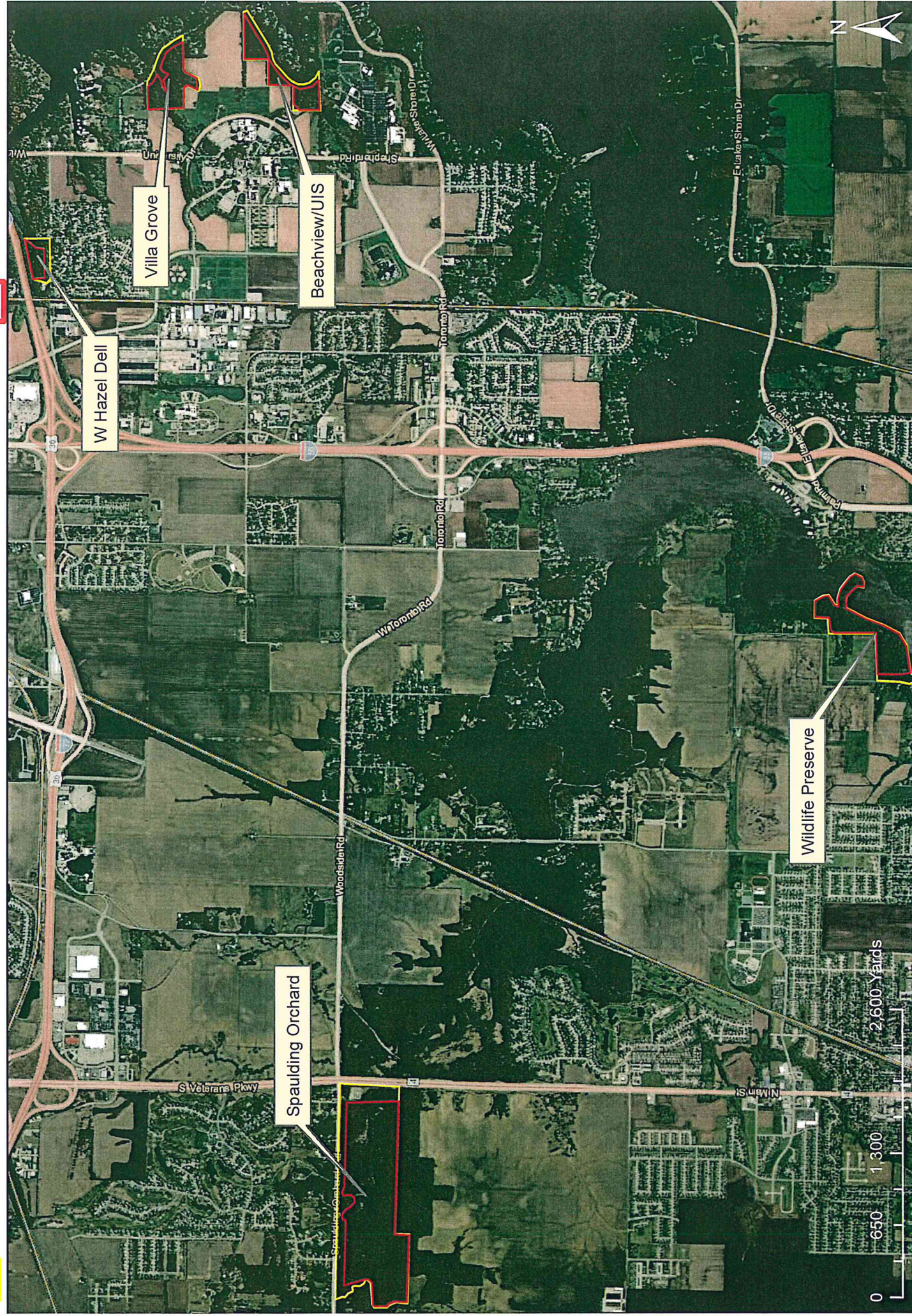
DNR.IRAP@illinois.gov

Proposed IRAP Hunting Areas

Attachment A

 - Parcel Boundary

 - Hunting Area Boundary



ORDINANCE FACT SHEET

AGENDA NUMBER:

DATE OF 1ST READING: 06-01-21

ORDINANCE REQUEST NUMBER: _____

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES

STAFF MEMBER: MICHELLE CARLISLE

EMERGENCY PASSAGE: YES/NO If yes, list justification.

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: \$ n/a BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: n/a

TYPE OF ORDINANCE: Intergovernmental Mutual Agreement

ACCOUNTING INFORMATION: n/a

CLAIM/CASE NUMBERS: (Not Applicable to the Office of Public Utilities)

PRIOR ORDINANCE INFORMATION: n/a

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: State of Illinois, Department of Natural Resources CONTRACT AMOUNT: n/a
(Original Amount if Change Order)

CONTRACT TERM: through 12/31/24 TYPE OF AWARD: Intergovernmental Mutual Agreement

CHANGE IN SCOPE Y X N CHANGE ORDER # N/A ADDT'L AMOUNT \$ 0.00

ANNEXATION INFORMATION (Not applicable to the Office of Public Utilities.)

IS REQUEST AN ANNEXATION: YES/NO IF YES, ANNEXATION RATING: _____

STAFF ANALYSIS: (This includes description of work, background on issue and the justification of why the ordinance was not low bid. If you need additional space, please continue on the back of this form.)

This Ordinance authorizes an Intergovernmental Agreement with the State of Illinois, Department of Natural Resources ("IDNR") to allow the use of selected Lake Springfield marginal properties to be used in the Illinois Recreational Access Program (IRAP). IRAP is a public access program that allows semi-controlled, limited access to the property in Illinois for specific outdoor activities. This agreement will enable selective deer hunting, for archery only, due to an overabundant population of deer on selected unleased parcels of properties owned by the City of Springfield, Office of Public Utilities. The archery deer hunting is scheduled for October 1 through October 31 and December 16 through December 31.

Either party can execute termination of the agreement upon a thirty (30) day written notice. If the City has unsatisfactory performance, the agreement can also be terminated immediately with written notification from IDNR. This agreement is in effect through December 31, 2024.

SIGN OFF: [Signature] Mayor's Office _____ OBM
(When Applicable)

Rev: 6-21-96 The information supplied on this form is not confidential information.