

Landowner Agreement No:	WIPLO-21-066
Cost Structure:	WWA 2021
Award #:	N.A.
Other:	\$1,200

**PARTNERS FOR FISH AND WILDLIFE PROGRAM  
LANDOWNER AGREEMENT  
Sub-Recipient Agreement to the Cooperative Agreement between the U.S. Fish and  
Wildlife Service and City of Lodi**

This Landowner Agreement (Agreement), dated 9/13/2021, between City of Lodi, and the U.S. Fish and Wildlife Service (USFWS) is entered into pursuant to authority contained in the Partners for Fish and Wildlife Act (P.L. 109-294), the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.) and the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-j), as amended. This project was selected for funding because the Landowner(s) share(s) a common objective with the USFWS to restore habitat for the benefit of Federal trust species on private lands, and the project supports priority actions identified in the Regional Partners for Fish and Wildlife (Partners) Program Strategic Plan.

City of Lodi, 130 S Main Street Lodi, WI 53555, hereby agrees to participate with the USFWS in conducting certain wildlife management practices on lands owned or managed in Columbia County, State of WI described as follows: all of, or within, Township: 10N / Range: 8E / Section: 27 and/or Latitude: 43.31934 / Longitude: -89.53115.

In signing this Agreement, the Landowner(s) join(s) as a participant in a wildlife habitat improvement program and grant(s) to the Cooperator(s) and the USFWS authority to complete the habitat improvement project or the Landowner(s) may personally carry out management activities with financial or material support as described in attached Exhibit A. Any donation of supplies, equipment or direct payment from the Cooperator(s) to the Landowner(s) for carrying out the habitat improvements is included in Exhibit A. The activities conducted pursuant to this Agreement are not to replace, supplement or otherwise contribute to any mitigation or compensation that may be required of the Landowner(s) or Cooperator(s) or other parties, as a result of any mandated requirements.

The term of this Agreement (also referred to as the habitat retention period) will be completed on 9/13/2031. This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other part(ies). However, if the Landowner(s) terminate(s) the Agreement before its expiration, or if the Landowner(s) should materially default on these commitments, then the Landowner(s) agree(s) to reimburse the USFWS prior to final termination for the prorated costs of all habitat improvements placed on the land through this Agreement, and the Cooperator will work with the USFWS to determine how those funds will be used. For these purposes, the total cost of the habitat improvements to the United States is agreed to be \$ 1,200

**Landowner:**

The Landowner(s) or his/her land manager, with legal authority over land management decisions, guarantee(s) ownership of the above-described land and warrants that there are no outstanding rights that interfere with this Landowner Agreement.

The Landowner(s) will notify the USFWS and other Cooperator(s) of planned or pending changes in ownership. A change of ownership shall not change the terms of this Agreement. The Agreement and terms shall be in effect on the described land for the term of the Agreement.

The Landowner(s) agree(s) to allow access (with advance notice) to the USFWS and the other cooperating partners(s) to implement the project described in Exhibit A, and to monitor project success.

The Landowner(s) retain(s) all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

During the habitat retention period, the landowner must maintain the habitat restored under this award.

At the end of the habitat retention period, the habitat improvement project will become the sole property and complete responsibility of the Landowner(s). There shall be no obligation to the USFWS after the term of the Agreement has expired.

The Landowner(s) will be responsible for securing any necessary permits. Technical advice and support will be provided by participating agencies in the application for the permit(s). The Landowner(s) agree(s) to identify USFWS contribution to the project during public presentations, reports, or other information published about the project, as appropriate.

**USFWS:**

The USFWS will work with the Landowner(s) and Cooperator(s) signing this Agreement, throughout the entire Agreement term to support actions needed to ensure that the project is designed and constructed per the Agreement and functions as intended.

The USFWS, its agents, or assignees will provide advanced notice prior to accessing the Landowner(s) property to implement the project described in the work plan, and to monitor project success.

The USFWS assumes no liability for damage or injury other than that caused by its own negligence, on the above acreage. The USFWS does not assume jurisdiction over the premises by this Agreement.

**Spatial Information Sharing:** In accordance with the Privacy Act of 1974, permission must be obtained from the Landowner before any personal information can be released. The only information that can be shared is payment information that is authorized by law. Therefore, Landowner(s) consent is requested to allow for sharing of spatial information about this project solely with conservation cooperators providing technical or financial assistance with the restoration, enhancement or management of fish and wildlife habitat.

I/We, the Landowner, consent to having spatial information about this project shared with other conservation cooperators

I/We, the Landowner, do NOT wish to have any spatial information about this project shared with other conservation cooperators

**Signatures:**

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City of Lodi, Landowner

Date

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Brendan Woodall, USFWS Partners for Fish and Wildlife Program Biologist

Date

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Kurt Waterstradt, USFWS Partners Program State Coordinator

Date

## EXHIBIT A

The habitat improvements described below are agreed to by **City of Lodi**, the USFWS, in a Landowner Agreement dated 9/13/2021.

### **Landowner Contact Information:**

Name: City of Lodi

Mailing Address: 130 S Main Street

City: Lodi

State: WI

Zip code: 53555

Telephone Numbers: 608-592-3247

Email: [tweter@cityoflodi.us](mailto:tweter@cityoflodi.us)

### **Description of Habitat Improvement Project and Objectives:**

Project consists of restoring/enhancing 2.8 acres of a current fallow field to a wet mesic prairie. A diverse native prairie seed mix provided by U.S. Fish and Wildlife Service will benefit pollinators and grassland nesting birds. Specifically, nesting opportunities will increase for mallards and blue wing teal through this project. There are pair brooding ponds adjacent to this project, which will allow waterfowl to nest and successfully raise young. This property has been donated to the City of Lodi, known as Kohn Park and is open to the public and through this project serve as an educational opportunity for local students.

### **USFWS will:**

The Partners for Fish and Wildlife Program biologist will conduct a site review, develop a project plan, and will monitor the habitat restoration work. Restoration plans include applying grass specific herbicide twice, mowing, and no-till drilling/ broadcasting seed. The PFW biologist will plan and develop a diverse seed mix for 2.8 acres of native prairie (see attached map) and coordinate the planting with the landowner. The biologist will also provide management recommendations to the landowner for the duration of the landowner agreement.

### **The Landowner(s) will:**

Make their best effort to maintain the planted sites and control invasive species throughout the restoration area for the duration of the agreement. Maintain the site through mowing/prescribe burning to reduce the presence of invasive species. The USFWS cannot reimburse a landowner for prescribed fire nor assist in its implementation.

### **The other Cooperator(s) will:**

N.A.

**Additional information as required for the project:**

**General Time Line for the Project:**

Summer/Fall 2021: Mow fire breaks and conduct prescribed fire on site. Spray site with grass specific herbicide.



Spring/Summer 2022: Spray site with grass specific herbicide.

Spring/Summer 2022: No-till drill native prairie seed. Broadcast native prairie seed in areas that is too wet for a no-till drill to access.

# Kohn Park - City of Lodi



## Legend

-  Property Boundary
-  Prairie Restoration ~2.8 Acres

0 125 250 500 Feet

Columbia County  
GPS: 43.31934 -89.53115



**Budget Table:**

Object Class Categories <sup>a</sup>	Contributing Partners				
	Landowner	USFWS Partners Program	USFWS Other Programs	Other Non-USFWS	Totals
Personnel	\$	\$	\$	\$	\$
Fringe benefits	\$	\$	\$	\$	\$
Travel	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$
Supplies	\$	\$1,200	\$	\$	\$
Contractual	\$3,000	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$
<b>Totals</b>	\$3,000	\$1,200	\$	\$	\$4,200

<sup>a</sup> The total cost-share by the Cooperator, Service and Landowner must remain the same, however allocations by category may be redistributed upon prior approval by the Service

Any work to be completed may be modified with the mutual agreement of the aforementioned parties.

**Budget Narrative:** The USFWS Partners Program is paying a total of \$1,200 for supplies for this project as itemized (estimated) below.

**Supplies:**

USFWS: Seed: \$1,200

**Contractual:**

Landowner: Fire Breaks: \$600

Prescribe burn: \$1,000

Herbicide #1: \$450

Herbicide #2: \$450

Planting Installation: \$500

**Total: \$4,200**