

Red. 23-32

Landowner Agreement No: ILPLO-FORD-PRAIRIE

Cost Structure: FF03R7IL00  
XXX -FRRS48710330870  
IDNR - R19600194  
Ducks Unlimited-GLM NAWCA  
Pheasants Forever

## PARTNERS FOR FISH AND WILDLIFE PROGRAM LANDOWNER AGREEMENT

This Landowner Agreement (Agreement), dated 11/02/2022, between Ford County, Ducks Unlimited, Pheasants Forever, 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.

Ford County, 200 W. State St., Paxton, IL 60957, hereby agrees to participate with the USFWS in conducting certain wildlife management practices on lands owned or managed in Ford County, State of Illinois, described as follows: all of, or within, T23N R10E Section 24. 88°0'54.782"W 40°25'59.848"N (see attached maps for details).

In signing this Agreement, the Landowner(s) join(s) as a participant in a wildlife habitat improvement program and grants to the USFWS and any other cooperators signing this Agreement] 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 or equipment to the Landowner 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 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 11/02/2032. 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 party. 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. For these purposes, the total cost of the habitat improvements to the United States is agreed to be \$6,300.00.

**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 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 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) 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 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, the Landowner, consent to having spatial information about this project shared with other conservation cooperators

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

**Signatures:**

  
Debbie Smith, Ford County Board Chairman

2/13/2023  
Date

**JASON BLEICH**

Digitally signed by JASON BLEICH  
Date: 2022.11.03 12:10:33 -05'00'

Jason Bleich, USFWS Partners Program Private Lands Biologist

Date

**JEFFREY KIEFER**

Digitally signed by JEFFREY KIEFER  
Date: 2022.11.02 16:37:08 -04'00'

Jeff Kiefer, USFWS Partners Program Project Leader

Date

James A. Rader, Director of Operations, Ducks Unlimited, Inc.

Date

**DALLAS GLAZIK (Affiliate)**

Digitally signed by DALLAS GLAZIK (Affiliate)  
Date: 2022.11.03 12:34:31 -05'00'

Dallas Glazik, Sr. Farm Bill Biologist, Pheasants Forever

Date

## EXHIBIT A

The habitat improvements described below are agreed to by **Ford County**, Ducks Unlimited, Pheasants Forever, and the USFWS, in a Landowner Agreement dated **11/02/2022**.

### **Landowner Contact Information:**

Name: **Ford County**  
Mailing Address: **200 W. State St.**  
City: **Paxton** State: **IL** Zip code: **60957**  
Telephone Number: **217-379-9400**

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

Project consists of planting **31.0 acres** of prairie habitat with a diverse forb mix for pollinators, upland wildlife, and nesting ducks. Benefits to grassland birds include improved nesting and brood rearing cover and increased foraging opportunities based on the diverse seed mix provided by the USFWS. The project consists of converting pasture grass, brome grass, and reed canary grass to native grasses and forbs with the objective of providing wildlife habitat. This project falls within a Partners for Fish & Wildlife Program Focus Area and contributes to the program's five-year strategic plan.

### **USFWS will:**

The USFWS is going to develop and provide the landowner a diverse seed mix to plant **31.0 acres** of prairie. USFWS will order the seed and provide management recommendations to the landowner during the life of the agreement.

### **The Landowner in partnership w/ USFWS, Ducks Unlimited, and Pheasants Forever will:**

Conduct all necessary site prep as well as any establishment maintenance that might need to occur in the first growing season. The landowner in partnership with Pheasants Forever will also be responsible for seeding the mix. Additionally, the landowner in partnership with Pheasants Forever will keep the site free of non-native invasive species and not allow invasive species to encroach on more than 20% of the project area. Common invasive species include reed canary grass, phragmites, cool season grasses such as brome and Kentucky bluegrass, and woody encroachment such as cottonwoods, willows, and locust trees.

**Budget Table:**

Object Class Categories <sup>a</sup>	Contributing Partners				
	Landowner (Ford County)	Pheasants Forever	IDNR FUND R19600194	USFWS – Other programs (NAWCA)	Totals
Personnel	\$	\$	\$	\$	\$
Fringe benefits	\$	\$	\$	\$	\$
Travel	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$
Supplies	\$	\$1,457.00	\$6,200.00	\$100.00	\$7,757.00
Contractual	\$	\$	\$	\$	\$
Other (In-kind)	\$	\$1,607.66	\$	\$	\$1,607.66
Other	\$	\$	\$	\$	\$
<b>Totals</b>	\$	\$3,064.66	\$6,200.00	\$100.00	\$9,364.66

<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:**

**USFWS (through IDNR Fund - R19600194):**

*Supplies:*

Seed mix (31.0 acres @ \$200.00/acre).....\$6,200.00  
**Sub-total.....\$6,200.00**

**Pheasants Forever (IL Pioneer Chapter):**

*Supplies:*

Glyphosate (31.0 acres x 2 applications @ \$23.50/acre).....\$1,457.00

*In-kind:*

Glyphosate Applications (31.0 acres x 2 applications @ \$15.16/acre).....\$939.92  
 Seeding (31.0 acres @ \$21.54/acre).....\$667.74  
**Sub-total.....\$3,064.66**



**USFWS – Other programs (NAWCA):**

*Supplies:*

Supplemental seed mix for wetter areas.....\$100.00

**Sub-total.....\$100.00**

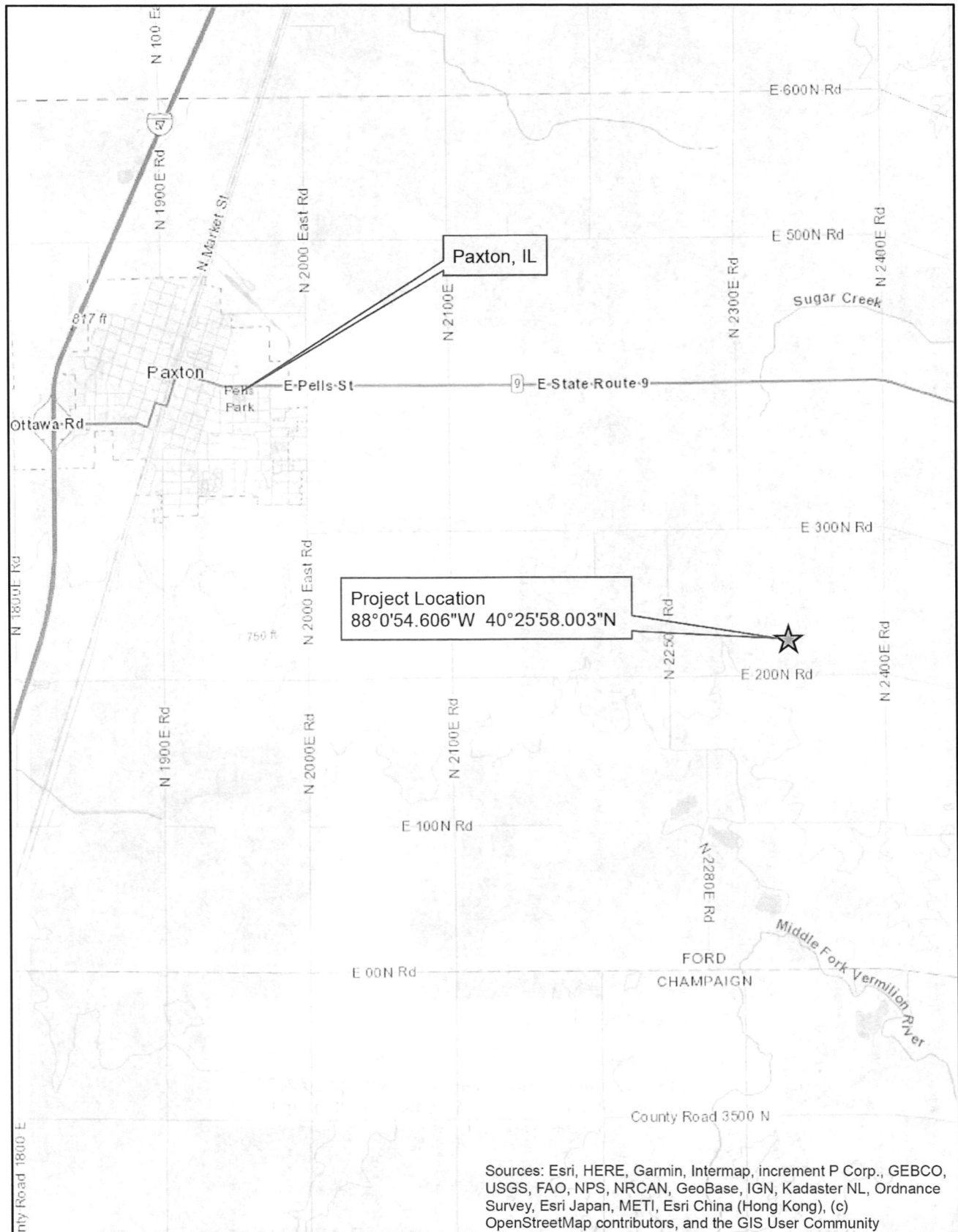
**TOTAL PROJECT COST.....\$9,364.66**

\*Prices gathered from the Farm Business Management, machinery cost estimate: filed operations publication or NRCS cost sheet for Illinois (attached to project package).

**EXHIBIT B  
MAPS OF PROJECT AREA  
(on following pages)**

Landowner: Ford County  
County: Ford  
Date: 11/02/2022

Practice: Prairie Restoration  
Location: 88°0'54.606"W 40°25'58.003"N  
Assisted by: Jason Bleich & Dallas Glazik



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



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West's Smith-Hurd Illinois Compiled Statutes Annotated  
Chapter 55. Counties  
Act 5. Counties Code (Refs & Annos)  
Article 5. Powers and Duties of County Boards  
Division 5-14. Regional Planning (Refs & Annos)

55 ILCS 5/5-14001  
Formerly cited as IL ST CH 34 ¶ 5-14001

### 5/5-14001. Regional plan

#### Currentness

§ 5-14001. Regional plan. Whenever in the judgment of the county board of any county, a portion or all of said county as a region, should have a plan made for the general purpose of guiding and accomplishing a co-ordinated, adjusted and harmonious development of said region, and of public improvements and utilities therein, and which plans will in the judgment of the county board, in accordance with the present and future needs of the region and of the State, best promote health, safety, morals, order, convenience, prosperity, efficiency and economy in the process of development and the general welfare of said region, the county board is hereby empowered by resolution of record to define the boundaries of such region and to create a regional planning commission for the making of a regional plan for such region so defined. The number of members of such commission, their method of appointment, and their power and authority in the making of such plan, shall be such as the county board may deem proper and not in conflict with law. Said Commission shall be a fact finding body and shall make such investigations and gather such statistics as it shall deem necessary for the planning and development of said region, and shall make a plan of said region to include all matter which it may deem necessary for the development of the region as provided above.

#### Credits

P.A. 86-962, Art. 5, § 5-14001, eff. Jan. 1, 1990.

Formerly Ill.Rev.Stat.1991, ch. 34, ¶ 5-14001.

55 I.L.C.S. 5/5-14001, IL ST CH 55 § 5/5-14001

Current through P.A. 102-1125 of the 2022 Reg. Sess. Some statute sections may be more current, see credits for details.

Notes Of Decisions (4)

**Regional planning commission**

**Regional planning commission - In general**

City-county regional plan commission was not separate entity from city and county and thus, despite fact that plan commission employed only eight people, it was not exempt from Fair Employment Practices Act under former provision that its terms were binding only on employers with 50 employees. Springfield-Sangamon County Regional Plan Commission v. Fair Employment Practices Commission, App. 4 Dist.1976, 3 Ill.Dec. 764, 45 Ill.App.3d 116, 359 N.E.2d 174 , affirmed in part, reversed in part 15 Ill.Dec. 623, 71 Ill.2d 61, 373 N.E.2d 1307 . Civil Rights 1116(1)

Fact that commission of municipality is given independence in exercising its granted powers does not keep it from being part of municipality. Springfield-Sangamon County Regional Plan Commission v. Fair Employment Practices Commission, App. 4 Dist.1976, 3 Ill.Dec. 764, 45 Ill.App.3d 116, 359 N.E.2d 174 , affirmed in part, reversed in part 15 Ill.Dec. 623, 71 Ill.2d 61, 373 N.E.2d 1307 . Municipal Corporations 1.1

**Dual officeholding, regional planning commission**

Member of county board may simultaneous serve as member of the regional planning commission. 1972 Op.Atty.Gen. No. S-500.

There is no conflict of interest created by a mayor, member of a city council, village president, or member of a village board of trustees serving on the regional planning commission. 1972 Op.Atty.Gen. No. S-500.

**Regional planning commission - Dual officeholding**

Member of county board may simultaneous serve as member of the regional planning commission. 1972 Op.Atty.Gen. No. S-500.

There is no conflict of interest created by a mayor, member of a city council, village president, or member of a village board of trustees serving on the regional planning commission. 1972 Op.Atty.Gen. No. S-500.