AN ORDINANCE AUTHORIZING EXECUTION OF THE PARTNERS FOR FISH AND WILDLIFE PROGRAM LANDOWNER AGREEMENT AND ACCEPTING GRANT FUNDS UP TO THE AMOUNT OF $6,686.07 FROM THE U.S. FISH AND WILDLIFE SERVICE AND TO PARTICIPATE IN A WILDLIFE HABITAT IMPROVEMENT PROGRAM ON LAND OWNED BY ST. CHARLES COUNTY AND MANAGED BY THE PARKS AND RECREATION DEPARTMENT

WHEREAS, the St. Charles County Parks and Recreation Department shares a common objective with the U.S. Fish and Wildlife Service (USFWS) to restore habitat for the benefit of Federal trust species on private lands; and

WHEREAS, the Partners for Fish and Wildlife (Partners) Program Strategic Plan prioritizes actions to support those objectives; and

WHEREAS, St. Charles County, acting through its Parks and Recreation Department, hereby agrees to participate and carry out the habitat improvements for the USFWS in conducting certain wildlife management practices on lands owned by St. Charles County and managed by the Parks and Recreation Department; and
WHEREAS, it is in the public interest for St. Charles County to participate in the Partners program offered by the USFWS; and

WHEREAS, the amount of the grant was appropriated in the 2020 Budget for the Parks and Recreation Department; and

WHEREAS, pursuant to Section 6.205.3 of the St. Charles County Charter and Section 135.620, Ordinances of St. Charles County, Missouri, (“OSCCMo”) the Council may authorize acceptance of such grant funds; and

WHEREAS, Section 70.220 RSMo. authorizes an intergovernmental agreement between political subdivisions for the purposes herein set out.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The County Executive or his designee is hereby authorized to execute any documents necessary to accept funds from the Partners for Fish and Wildlife (Partners) Program Landowner Agreement.

Section 2. The agreement shall be the same in form and content as that attached hereto and incorporated herein by reference as EXHIBIT 1.

Section 3. Compliance with all the terms of the reimbursement through the Partners for Fish and Wildlife (Partners) Program Landowner Agreement shall be the responsibility of the Parks and Recreation Department.
Section 4. This ordinance shall be in full force and effect from and after the date of its passage.

__________________________
DATE PASSED

__________________________
DATE APPROVED BY COUNTY EXECUTIVE

__________________________
CHAIR OF THE COUNCIL

__________________________
COUNTY EXECUTIVE

ATTEST:

__________________________
COUNTY REGISTRAR

Parks.Acceptance of Grant with USFWS.4-20.F
PARTNERS FOR FISH AND WILDLIFE PROGRAM
LANDOWNER AGREEMENT

This Landowner Agreement (Agreement), dated 04/08/2020, between St. Charles County, Missouri, by its Parks and Recreation Department 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.

St. Charles County, Missouri, by its Parks and Recreation Department, 201 North Second Street, Suite 510, St. Charles, MO  63301, hereby agrees to participate with the USFWS in conducting certain wildlife management practices on lands owned or managed in St. Charles County, State of Missouri, described as follows: all of, or within, T46N R1E Sec 22, (see attached map in Exhibit A. 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 04/08/2030. 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 $6,686.07.
**Landowner:**

The Landowner(s) or his/her land manager, with legal authority over land management decisions, guarantees 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:

<table>
<thead>
<tr>
<th>St. Charles County, Missouri, by its Parks and Recreation Department</th>
<th>Date</th>
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<tr>
<td>Signature Authority: Steve Ehlmann, County Executive</td>
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<th>Dan Crigler, USFWS Partners for Fish and Wildlife Program Biologist</th>
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<tr>
<th>Kelly Srigley Werner, USFWS Partners Program Project Leader or Branch Chief</th>
<th>Date</th>
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EXHIBIT A

The habitat improvements described below are agreed to by St. Charles County, Missouri, by its Parks and Recreation Department, the USFWS, in a Landowner Agreement dated 04/08/2020.

Landowner Contact Information:

Name: St. Charles County, Missouri, Parks and Recreation Department
Mailing Address: 201 North Second Street, Suite 510
City: St. Charles State MO Zip code: 63301
Telephone Numbers: Home: Cell: 314-520-1657
Email: RGraham@sccmo.org

Description of Habitat Improvement Project and Objectives:

This project is located in the Ozark Highlands ecogregion of north Missouri. This Landtype association historically was dominated by prairie in the uplands and graded into oak savanna and woodland in the valleys. Mixed hardwood forests occupied the deepest valleys. Today the region is largely urbanized by growth of the St. Louis metropolitan area. Non-urbanized lands are largely pasture with occasional cropland.

The Partners for Fish and Wildlife project will support the restoration of 14.0 acres of native prairie grasses and forbs. Practices will be implemented to convert non-native cool-season grasses to native prairie grasses and forbs known to exist historically.

Restoration and management practices will include mowing, herbicide application and dormant seeding of native grasses and forbs. The Service will provide technical assistance and cost-share for native grass and prairie forb seed.

Federal trust species benefiting from this project include the grasshopper sparrow, eastern meadowlark, red-headed woodpecker and dickcissel. Pollinator species benefiting from this project include but not limited to native bee species and monarch butterflies. The Monarch Joint Venture considers the project location a high priority for monarch habitat restoration. The Monarch Joint Venture which the Service is part of, is a national partnership of federal and state agencies, non-governmental organizations, businesses and academic programs working together to conserve the monarch butterfly migration.

The decline of prairie habitat is a concern for the Service and Partners in Flight as reflected in the North American Land Bird Conservation Plan. This restoration project provides a unique opportunity to connect with citizens in an urban setting exhibiting the importance of native habitats for Missouri wildlife and helps reduce fragmentation in a well-established corridor ideal for migratory and resident species.

Throughout the agreement period, techniques such as prescribed burning, disking (2-4 inch depth), herbicide application, and/or rotational mowing will be used to maintain adequate vegetative structure and diversity and control invasive, non-native plants.
**USFWS will:**

1. Assist with project design and review and oversee completion of the project and assist the landowner with milestones related to project practices to be implemented. The Partners biologist will provide technical assistance in coordination with the Missouri Department of Conservation (MDC) Private Land Conservationist (PLC).
2. Upon completion, conduct a final inspection with the contractor, MDC PLC and landowner and review management and maintenance requirements.
3. Provide a seeding plan and seed mix adapted to the site and of high value to grassland birds and pollinators including the monarch butterfly.
4. Provide technical assistance to the landowner in identifying and treating invasive non-native species that may occur on the site throughout the life of the agreement.
5. Reimburse the landowner cooperator $4,025.23 for native grass and forb seed on flat site ($4,025.23 for native grass and forb seed, mixing and shipping on 5.50 acres of flat site @ $731.86 per acre @ 6.24 pounds of pure live seed (PLS) per acre) and $2,660.84 for a portion of native grass and forb seed on moderately sloped site ($5,917.92 for native grass and forb seed, mixing and shipping on 6.50 acres of moderately sloped site @ $910.45 per acre @ 9.50 pounds of PLS per acre) not to exceed $6,686.07 (USFWS cost). Any excess cost will be the responsibility of the landowner.
6. Assist with monitoring wildlife and project success over the life of the project (10 years from the date of the signed agreement).

**Missouri Department of Conservation (MDC) will:**

1. Work in collaboration with the Partners biologist to design a seeding plan and seed mix adapted to the site and of high value to grassland birds and pollinators including the monarch butterfly.
2. Upon completion, conduct a final inspection with the contractor, Partners biologist and landowner and review management and maintenance requirements.
3. Assist in providing technical assistance to the landowner in identifying and treating invasive non-native species that may occur on the site throughout the life of the agreement. Assist with monitoring wildlife and project success over the life of the project (10 years from the date of the signed agreement).
4. Reimburse the landowner cooperator $3,257.08 for a portion of the native grass and forb seed on moderately sloped site ($5,917.92 for native grass and forb seed, mixing and shipping on 6.50 acres of moderately sloped site @ $910.45 per acre @ 9.50 pounds of PLS per acre) and $85.96 for a portion of the native grass and forb seed on steep site ($685.60 for native grass and forb seed, mixing and shipping on 2.0 acres of steep site @ $342.80 per acre @ 11.64 pounds of PLS per acre).

**The Landowner(s) will:**

1. The landowner will secure a contractor and contact the Partners biologist and PLC to meet with the contractor before the native grassland restoration begins. Upon project completion, the landowner will contact the Partners biologist and PLC.
2. Work in collaboration with the Partners and MDC biologist to complete a native grassland restoration that benefits monarchs, other pollinators and grassland birds.
3. Be responsible for $599.64 for a portion of the native grass and forb seed on steep site ($685.60 for native grass and forb seed, mixing and shipping on 2.0 acres of steep site @ $342.80 per acre @ 11.64 pounds of PLS per acre). The landowner will control invasive and noxious weed species such as tall fescue, musk thistle, Canadian thistle, teasel, etc.

4. Be responsible for $1,394.40 of herbicide application for tall fescue control on 14.0 acres ($1,394.40 of herbicide application for tall fescue control on 14 acres @ $33.20 per acre for 3 applications), $924.00 for dormant seeding site preparation on 14 acres ($924.00 for mowing or prescribed burning on 14 acres @ $22.00 per acre for three applications), $350.00 for dormant seeding on 14 acres ($350.00 for dormant seeding native grasses and forbs on 14 acres @ $25.00 per acre) and $75.00 for equipment mobilization fee ($75.00 for a one time equipment mobilization fee for the project)

**The landowner(s) will implement the following management guidelines and schedules:**

The landowner will consult with a MDC PLC or USFWS Partners biologist before implementing management activities (prescribed burning, herbicide application, shallow disking – 2 to 3 inches and/or rotational mowing).

Management activities shall occur prior to arrival of most of the migrating monarchs (March 15) or after most adults begin the fall migration (October 1).

Managing the entire patch at once can severely affect monarchs, as this will remove all available habitat for a period of time. Management activities should not occur on more than 1/3 of the monarch habitat each year over a three-year period.

Monarch habitat may be managed through periodic burning once every 2 years or as needed basis with consultation with a MDC or USFWS Partners biologist. Prescribed burns allow germination of seed bearing annuals, increase plant species diversity, control unwanted woody vegetation, and open up the stand for native pollinator nest sites. Spring burns should be avoided after March 1 to minimize disturbance to monarch larvae or eggs present on site. Fall burns (after November 1) favor monarch and pollinator habitat.

Mechanical disturbance includes mowing and shallow disking – 2 to 3 inch depth. Mowing or disking should occur before March 1 or after November 1 when flowering plants providing nectar sources have died back or are dormant. Disturbance at this time will also minimize disruption to nesting bumblebees and other beneficial insects. Once established, light disking or harrowing (2-4” deep) can increase the amount of open ground in native grasslands and encourage a diverse plant community of annuals and perennials including common milkweed.

During mechanical disturbance activities, reduce speed to 8 mph or less to allow wildlife time to escape. Avoid disturbance at night when nesting and roosting birds are less likely to flush. Mowing should be done in conjunction with another management practice such as burning, disking, or spraying. Use a brush hog to distribute grass clippings. Heavy residue associated with windrows will smother newly planted seedlings. Mow no lower than 8-12 inches to minimize mortality and leave adequate residual cover.
Use selective herbicides according to the approved label instructions to control noxious weeds and undesirable plants during the establishment period. Avoid using non-selective herbicides that treat a wide range of plants (grasses and broadleaves).

**Budget Table:**

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<td>$6,686.07</td>
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<td>$13,372.15</td>
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a 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.

Costs derived from the 2019 USDA Standardized State Average Cost List and actual vendors

**Budget Narrative:**

**USFWS:**

Supplies: $4,025.23 for native grass and forb seed on flat site ($4,025.23 for native grass and forb seed, mixing and shipping on 5.50 acres of flat site @ $731.86 per acre @ 6.24 pounds of pure live seed (PLS) per acre) and $2,660.84 for a portion of native grass and forb seed on moderately sloped site ($5,917.92 for native grass and forb seed, mixing and shipping on 6.5 acres of moderately sloped site @ $910.45 per acre @ 9.5 pounds of PLS per acre).

**MDC:**

Supplies: $3,257.08 for a portion of the native grass and forb seed on moderately sloped site ($5,917.92 for native grass and forb seed, mixing and shipping on 6.50 acres of moderately sloped site @ $910.45 per acre @ 9.50 pounds of PLS per acre) and $85.96 for a portion of native grass and forb seed on steep site ($685.60 for native grass and forb seed, mixing and shipping on 2.0 acres of steep site @ $342.80 per acre @ 11.64 pounds of PLS per acre).
**Landowner:**

**Supplies:** $599.64 for a portion of the native grass and forb seed on steep site ($685.60 for native grass and forb seed, mixing and shipping on 2.0 acres of steep site @ $342.80 per acre @ 11.64 pounds of PLS per acre).

**Contractual:** $1,394.40 for herbicide application to control tall fescue on 14.0 acres ($1,394.40 for herbicide application to control tall fescue on 14 acres @ $33.20 per acre for three herbicide applications), $924.00 for mowing or prescribed burning for dormant seedbed preparation on 14.0 acres ($924.00 for mowing or prescribed burning 3 times for dormant seedbed preparation on 14.0 acres @ $22.00 per acre), $350.00 for custom broadcast dormant seeding on 14 acres ($350.00 for custom broadcast dormant seeding on 14.0 acres @ $25.00 per acre) and $75 for equipment mobilization fee ($75.00 for one time equipment mobilization fee for the project).

USFWS will provide 50% of the cost-share for this $13,372.15 dollar habitat improvement project, MDC will provide 25% and the Landowner will provide 25%.