

Landowner Agreement No: 30123-26-06NB

Cost Structure: FF03R7MO00 FG.HC11210303HR0

## **PARTNERS FOR FISH AND WILDLIFE PROGRAM LANDOWNER AGREEMENT**

This Landowner Agreement (Agreement), dated 9/1/2025, between **City of Columbia** 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 because the Landowner shares 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 Columbia, 701 E Broadway, Columbia, MO 65205** hereby agrees to participate with the USFWS in conducting certain wildlife management practices on lands owned or managed in **Boone County, State of Missouri**, described as follows: all of, or within, **T48NR13WS12; 38.958119673223464, -92.3306921109789**

In signing this Agreement, the Landowner joins as a participant in a wildlife habitat improvement program and grants to the USFWS authority to complete the habitat improvement project or the Landowner 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 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 9/1/2035. 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 terminates the Agreement before its expiration, or if the Landowner should materially default on these commitments, then the Landowner agrees 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 4,923.75.

**Landowner:**

The Landowner 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 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 agrees to allow access (with advance notice) to the USFWS to implement the project described in Exhibit A, and to monitor project success.

The Landowner retains 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. There shall be no obligation to the USFWS after the term of the Agreement has expired.

The Landowner will be responsible for securing any necessary permits. Technical advice and support will be provided by the USFWS in the application for the permit if needed. The Landowner agrees to identify USFWS' contribution to the project during public presentations, reports, or other information published about the project, as appropriate.

The Landowner(s) will not be responsible for replacing wildlife habitat developments that are damaged or destroyed by severe acts of nature.

**USFWS:**

The USFWS will work with the Landowner 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 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:**

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City of Columbia, Landowner

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Date

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Neil Baalman, USFWS Partners Program Biologist

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Date

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Erin L Holmes, USFWS Partners Program State Coordinator

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Date

CERTIFICATION: I certify that no City funds  
shall be paid pursuant to this Agreement.

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Matthew Lue, Finance Director

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

## EXHIBIT A

The habitat improvements described below are agreed to by City of Columbia, the USFWS, and PFQF, in a Landowner Agreement dated 9/1/2025.

### **Landowner Contact Information:**

Name: City of Columbia  
Mailing Address: 701 E Broadway  
City: Columbia State: MO Zip code: 65205  
Telephone Numbers: Home: 573-874-7111 Cell: N/A  
Email: N/A

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

This 2,500 square foot project is located on the City of Columbia property located NW of the intersections of Hickman Ave. and North 6th Street. This project will restore native plants in a stormwater basin providing a multitude of benefits for wildlife, water quality, and residents of Columbia, MO.

Specifically, this restoration will include:

1. Kill fescue and existing competing vegetation using a non-selective herbicide application, i.e. Glyphosate.
2. Delivery and spreading of 15 yards of mulch at a minimum depth of 2”.
3. Planting of 400 plugs in the basin (Table 1) at a spacing of 1 plant per 2.5 sqft.
4. Planting of 600 plugs on the slopes (Table 2) at a spacing of 1 plant per 2.5 sqft.
5. Planting of 15 shrubs/small trees along the border (Table 3).

### **USFWS will:**

- 1) Review, design, and oversee completion of the project. Be available for in-kind and technical assistance, especially during establishment but also throughout the life of the agreement. Also, be available to review maintenance and management of the site with the Landowner(s).
- 2) Upon completion of the project, conduct a final inspection of completed work and assess future needs of the site with the Landowner(s). Monitor site for restoration success, needs, and wildlife response. The USFWS, and/or its designated partners, will contact the Landowner(s) prior to site visits.
- 3) Pay for planting materials to the amount of \$4,923.75 for this restoration.

### **The City of Columbia will:**

- 1) Be responsible for obtaining contractors and/or implementing all practices on this restoration project as described above by August 31, 2027.
- 2) Be responsible for an *estimated* \$32.01 for implementation of chemical application on the site.
- 3) Watch for developing invasive species during the life of the project. Inform the USFWS of

the presence of any invasive plants that can jeopardize the success of the restoration project prior to attempting control methods.

- 4) Notify the USFWS of any problems or concerns with the restoration site.

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

See Exhibit B, Project Maps and Tables (Pages 6-7).

**Budget Table:**

Object Class Categories <sup>a</sup>	Partners				
	City of Columbia <i>estimated</i>	USFWS	Neighborhood (Volunteers)	Other	Totals
Personnel	\$	\$	\$	\$	\$
Fringe benefits	\$	\$	\$	\$	\$
Travel	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$
Supplies	\$	\$4,923.75	\$	\$	\$4,923.75
Contractual	\$	\$	\$	\$	\$
Other: in-kind labor	\$32.01	\$	\$1,410.85	\$	\$1,442.86
Other	\$	\$	\$	\$	\$
<b>Totals</b>	\$32.01	\$4,923.75	\$1,410.85	\$	\$6,366.61

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

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

**Budget Narrative:**

See Exhibit C, Budget Narrative/Project Budget Estimates, Page 8.

Costs for this project determined by actual costs direct from the vendor(s) and NRCS rates.

## **Exhibit B, Project Maps:**



## **Exhibit B, Tables:**

**Table 1.** Basin Planting (1,000 sqft)

Basin (1,000 sqft - 400 plants)	
Common Name	Scientific Name
Palm Sedge	<i>Carex muskingumensis</i>
Fox Sedge	<i>Carex vulpinoidea</i>
Curly Top Ironweed	<i>Vernonia arkansana</i>
Obedient Plant	<i>Physostegia angustifolia</i>
Riddell's Goldenrod	<i>Oligoneuron riddellii</i>
Cup Plant	<i>Silphium perfoliatum</i>
Culver's Root	<i>Veronicastrum virginicum</i>
Common Boneset	<i>Eupatorium perfoliatum</i>
Prairie Blazing Star	<i>Liatris pycnostachya</i>
Wild Bergamot	<i>Monarda fistulosa</i>
Swamp Milkweed	<i>Asclepias incarnata</i>
Shining Bluestar	<i>Amsonia illustris</i>
Golden Alexanders	<i>Zizia aurea</i>
Blue Lobelia	<i>Lobelia silphitica</i>
New England Aster	<i>Symphyotrichum novae-angliae</i>
Ohio Spiderwort	<i>Tradescantia ohiensis</i>
Orange Coneflower	<i>Reudbeckia fulgida var. umbrosa</i>

**Table 2.** Slopes Planting (1,500 sqft)

Slopes (1,500 sqft - 600 plants)	
Common Name	Scientific Name
Prairie Dropseed	<i>Sporobolus heterolepis</i>
Little Bluestem	<i>Schizachyrium scoparium</i>
Common Milkweed	<i>Asclepias syriaca</i>
Butterfly Milkweed	<i>Asclepias tuberosa</i>
Spider Milkweed	<i>Asclepias virdis</i>
Lanceleaf Coreopsis	<i>Coreopsis lanceolata</i>
Pale Purple Coneflower	<i>Echinacea pallida</i>
Rattlesnake Master	<i>Eryngium yuccifolium</i>
Prairie Dock	<i>Silphium terebinthinaceum</i>
Showy Coneflower	<i>Rudbeckia fulgida</i> var. <i>sullivanti</i>
Gray Goldenrod	<i>Solidago nemoralis</i>
Gray-headed Coneflower	<i>Ratibida pinnata</i>
Yellow Coneflower	<i>Echinacea paradoxa</i>
Foxglove Beardtongue	<i>Penstemon digitalis</i>
Smooth Aster	<i>Symphyotrichum laeve</i>
Slender Mountain Mint	<i>Pycnanthemum tenuifolium</i>
Blue Wild Indigo	<i>Baptisia australis</i>

**Table 3.** Border Planting

Border	
Common Name	Scientific Name
Lead Plant	<i>Amorpha canescens</i>
Serviceberry	<i>Amelanchier arborea</i>
Common Elderberry	<i>Sambucus canadensis</i>
Red Buckeye	<i>Aesculus pavia</i>
American Hazelnut	<i>Corylus americana</i>

### **Exhibit C, Budget Narrative/Project Budget Estimates**

<b>City of Columbia Native Planting</b>					
<b>Description</b>		<b>Qty</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
<b>Site Preparation</b>					
<i>(NRCS Easement Cost List)</i>					
	Chemical Application	1	acre	\$ 32.01	\$ 32.01
	Mulch Delivery and Spreading	15	cuyd	\$ 60.00	\$ 900.00
<b>Planting</b>					
<i>(NRCS Easement Cost List)</i>					
	Plugs	1000	each	\$ 3.75	\$ 3,750.00
	Shrubs/Trees	15	each	\$ 18.25	\$ 273.75
	Planting Labor	1,015	each	\$ 1.39	\$ 1,410.85
				<b>Project Cost</b>	<b>\$ 6,366.61</b>

<b>Contributing Partners</b>	<b>Cost Share %</b>	<b>Estimated Cost</b>	<b>Description</b>
Service Partners Program	77%	\$ 4,923.75	Plant Material and Mulch
City of Columbia	1%	\$ 32.01	Chemical Application
Neighborhood (Volunteers)	22%	\$ 1,410.85	Planting Labor
<b>Project Cost</b>	<b>100%</b>	<b>\$ 6,366.61</b>	