

Landowner Name: Greg and Barb Popp

Project Type: Wetland Restoration

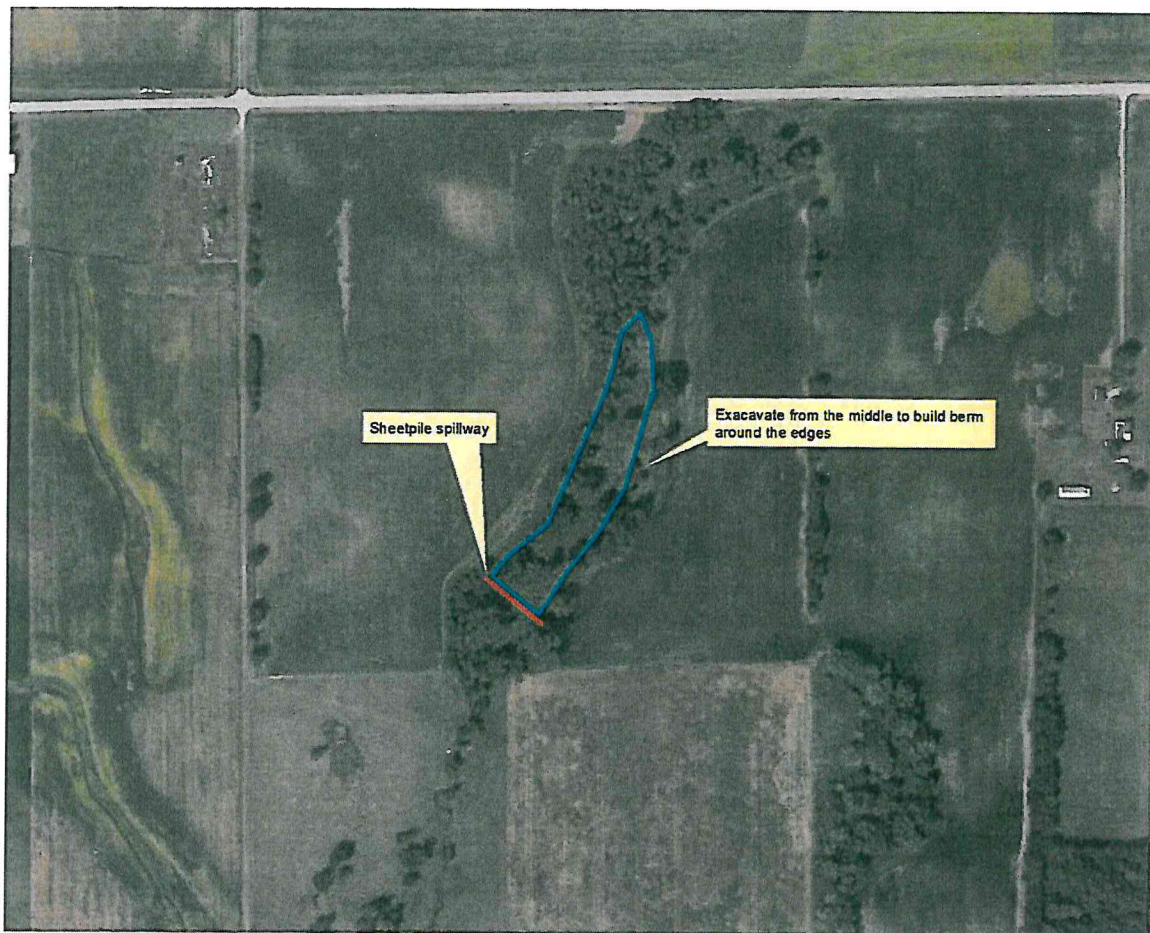
Partners: Landowner

Total Cost to FWS: Approx. \$5,000 (FWS)

Project Overview:

This project will create a shallow water wetland by strategically placing a berm on and around a small tile fed tributary to the Iroquois River that runs on the landowner's property. The addition of the berm and strategic shallow water scrapes along the tributary will create a shallow water wetland complete with varying depth pools that will benefit migratory birds and other resident wildlife. This wetland will compliment another wetland just downstream from this one. The addition of these wetlands will help with denitrification of the tile water before the water enters the Iroquois River.

Site Plan:



Landowner Agreement No: RIFO-14-09

Cost Structure:FGHX11210303HR0

Other: _____

Other: _____

PARTNERS FOR FISH AND WILDLIFE PROGRAM LANDOWNER AGREEMENT

This Landowner Agreement (Agreement), dated July 9, 2014], between Gregory H. Popp], 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.

Gregory H. Popp, 10315 S. Troy, Chicago, IL 60655], hereby agrees to participate with the USFWS in conducting certain wildlife management practices on lands owned or managed in Iroquois County], State of Illinois], described as follows: all of, or within, Township 27N, Range 11W, Section 16].

In signing this Agreement and receiving the Notice of Award Letter, the Landowner(s) join(s) as a participant in a wildlife habitat improvement program and grants to 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 USFWS 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 July 9, 2024. 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(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. For these purposes, the total cost of the habitat improvements to the United States is agreed to be \$ 5,000.

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 the other cooperating partner(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 partner(s)] to implement the project described in the work plan, 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

The Landowner(s) will be free to remove any structure at his/her own expense at the termination of the Agreement; however, the Agreement does not supersede any Local, State, or Federal regulation that would apply to the removal of any such structure(s).

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

]

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 Exhibit A, 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:

Gregory H. Popp 7-10-14
Gregory H. Popp, Landowner(s) Date

Name, Cooperator(s) OPTIONAL Date
Aleshia Kenney 7/14/14
Aleshia Kenney, USFWS Partners for Fish and Wildlife Program Biologist
Date

Kraig McPeck 7/14/14
Kraig McPeck, USFWS Partners Program State Coordinator or Field Supervisor or Branch Chief
Date

EXHIBIT A

The habitat improvements described below are agreed to by Gregory H. Popp], the USFWS, [and Other Non-Governmental Organizations / Agency Partners] in a Landowner Agreement dated July 9, 2014].

Description of Habitat Improvement Project and Objectives:

This project will create a shallow water wetland by strategically placing a berm on a small tile fed tributary to the Iroquois River that runs on the landowner's property. The addition of the berm and strategic shallow water scrapes along the tributary will create a shallow water wetland complete with varying depth pools that will benefit migratory birds and other resident wildlife.

USFWS will:

Provide technical assistance as required to develop the habitats and cost share construction expenses not to exceed \$5,000.

The Landowner(s) will:

Facilitate the restoration and management of the project as described above and contribute financially for all expenses over \$5,000.

The other Cooperator(s) will:

Additional information as required for the project:

Budget Table:

Object Class Categories ^a	Partners				
	Landowner	USFWS Partners Program	USFWS Other Programs	Other Non-USFWS	Totals
Personnel	\$	\$	\$	\$	\$
Fringe benefits	\$	\$	\$	\$	\$
Travel	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$
Supplies	\$	\$	\$	\$	\$
Contractual	\$	\$	\$	\$	\$
Site Work	\$2,000	\$5,000	\$	\$	\$7,000
In Kind	\$2,000	\$	\$	\$	\$2,000
Totals	\$4,000	\$5,000	\$	\$	\$9,000

^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.

Budget Narrative:

APPLICATION FOR FEDERAL ASSISTANCE SF 424 - INDIVIDUAL

* 1. NAME OF FEDERAL AGENCY:

U.S. Fish and Wildlife Service

2. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:

15.631

CFDA TITLE:

Partners for Fish and Wildlife

* 3. DATE RECEIVED:

* 4. FUNDING OPPORTUNITY NUMBER:

F14AS00015

* TITLE:

Partners for Fish and Wildlife 2014

5. APPLICANT INFORMATION

a. Name and Contact Information

Prefix:

* First Name:

Gregory

Middle Name:

* Last Name:

Popp

Suffix:

* Telephone Number (Daytime):

312-909-0886

Telephone Number (Evening):

Email:

gbpopp@comcast.net

Fax Number:

b. Address

* Street1:

10315 S. Troy

Street2:

* City:

Chicago

County/Parish:

* State:

IL: Illinois

Province:

* Country:

USA: UNITED STATES

* Zip/Postal Code:

60655-2021

APPLICATION FOR FEDERAL ASSISTANCE SF 424 - INDIVIDUAL

* c. Citizenship Status:

U.S. Citizenship

☒ Yes☐ No

d. * Congressional District of Applicant:

IL-3

If No

If permanent resident of U.S., enter the Alien Registration #:

* If foreign national, enter country of citizenship:

* If foreign national, enter start date of most recent residency in U.S.:

6. PROJECT INFORMATION

a. Project Title:

Popp Wetland Restoration

* b. Project Description:

This project will create a shallow water wetland by strategically placing a berm on a small tile fed tributary to the Wapsipinicon River that runs on the landowner's property. The addition of the berm and strategic shallow water scrapes along the tributary will create a shallow water wetland complete with varying depth pools that will benefit migratory birds and other resident wildlife.

* c. Proposed Project: Start Date: 07/09/2014 End Date: 07/09/2016

7. * By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties (U.S. Code, Title 218, Section 1001)

** I AGREE ☒

** The list of certifications and assurances, or an Internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

* Signature:

Gregory H. Popp

* Date Signed:

7-10-14

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 06/30/2014

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

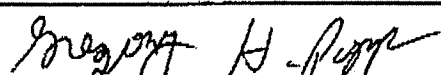
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Landowner
APPLICANT ORGANIZATION	DATE SUBMITTED
	7-10-14

Project Paperwork Workflow (Individual Landowner)

·Preliminary: must be done first (doesn't obligate any funds or LO into anything).

1. FBMS Vendor Request Form (SSN and financial information, PII)

·Project Packet: to be submitted to Admin. once cost-share agreement has been reached.

- ✓ 1. SF424 Individual or Non-Individual (Signatory; LO)
- ✓ 2. SF424A Non-Construction Budget or SF424C Construction Budget
- ✓ 3. SF424B Non-Construction Assurances or SF424D Construction Assurances (Signatory; LO)
- ✓ 4. New Financial Assistance Award Checklist (Signatory; Biologist)
- ✓ 5. Program Purchase Request – New Requirement (PPR) (Signatory; State Coordinator) SS
- ✓ 6. Grant.gov PFW Posting Synopsis
- ✓ 7. System for Awards Management (SAM) Search Results
- ✓ 8. ASAP Waiver Request (need Vendor Request #)
- ✓ 9. PFW Landowners Agreement (Signatory; LO, Biologist, State Coordinator)
- ✓ 10. Award Letter (Signatory; Contracting)

·To be maintained in project file.

- ✓ 1. SHPO/RHPO Consultation - will get
- ✓ 2. Section 7/ESA Consultation, if applicable (Signatory; Ecological Services)
- ✓ 3. NEPA Compliance Checklist
- ✓ 4. Hazardous Substance Examination Checklist
- ✓ 5. PFW & CP Project Selection Checklist (Signatory; Biologist, State Coordinator)

·Reimbursement and Closeout: once project has been completed.

1. SF270 Non-Construction or SF271 Construction Request for Advance or Reimbursement (Signatory; LO)
2. SF425 Federal Financial Report (Signatory; LO)
3. FWS Financial Assistance Award Closeout Checklist (Signatory; Biologist)