

# **Appendix A**

## **Authorization & Agreements**

## Authorization and Agreements

1. Upper Mississippi River Restoration Authorization
2. USFWS Corps General Plan Agreement, Cooperative Agreement with 2001 Amendment
3. USFWS & IDNR Cooperative Agreements with 4 Amendments (1957, 1985, 1988, 2012)

## 1. Upper Mississippi River Restoration Authorization

## Upper Mississippi River Restoration Authorization (Formerly referred to as Environmental Management Program)

Section 1103 of the Water Resources Development Act of 1986 (P.L. 99-662) as amended by Section 405 of the Water Resources Development Act of 1990 (P.L. 101-640), Section 107 of the Water Resources Development Act of 1992 (P.L. 102-580), Section 509 of the Water Resources Development Act of 1999 (P.L. 106-53), Section 2 of the Water Resources Development Technical Corrections of 1999 (P.L. 106-109), and Section 3177 of the Water Resources Development Act of 2007 (P.L. 110-114).

### Additional Cost Sharing Provisions

Section 906(e) of the Water Resources Development Act of 1986 (P.L. 99-662) as amended by Section 221 of the Water Resources Development Act of 1999 (P.L. 106-53).

#### SEC. 1103. UPPER MISSISSIPPI RIVER PLAN.

(a)(1) This section may be cited as the "Upper Mississippi River Management Act of 1986". (2) To ensure the coordinated development and enhancement of the Upper Mississippi

River system, it is hereby declared to be the intent of Congress to recognize that system as a nationally significant ecosystem and a nationally significant commercial navigation system. Congress further recognizes that the system provides a diversity of opportunities and experiences. The system shall be administered and regulated in recognition of its several purposes.

(b) For purposes of this section --

(1) the terms "Upper Mississippi River system" and "system" mean those river reaches having commercial navigation channels on the Mississippi River main stem north of Cairo, Illinois; the Minnesota River, Minnesota; Black River, Wisconsin; Saint Croix River, Minnesota and Wisconsin; Illinois River and Waterway, Illinois; and Kaskaskia River, Illinois;

(2) the term "Master Plan" means the comprehensive master plan for the management of the Upper Mississippi River system, dated January 1, 1982, prepared by the Upper Mississippi River Basin Commission and submitted to Congress pursuant to Public Law 95-502;

(3) the term "GREAT I, GREAT II, and GRRM studies" means the studies entitled "GREAT Environmental Action Team--GREAT I--A Study of the Upper Mississippi River", dated September 1980, "GREAT River Environmental Action Team--GREAT II--A Study of the Upper Mississippi River", dated December 1980, and "GREAT River Resource Management Study", dated September 1982; and

(4) the term "Upper Mississippi River Basin Association" means an association of the States of Illinois, Iowa, Minnesota, Missouri, and Wisconsin, formed for the purposes of cooperative effort and united assistance in the comprehensive planning for the use, protection, growth, and development of the Upper Mississippi River System.

(c)(1) Congress hereby approves the Master Plan as a guide for future water policy on the Upper Mississippi River system. Such approval shall not constitute authorization of any recommendation contained in the Master Plan.

(2) Section 101 of Public Law 95-502 is amended by striking out the last two sentences of subsection (b), striking out subsection (i), striking out the final sentence of subsection (j), and redesignating subsection "(j)" as subsection "(i)".

(d)(1) The consent of the Congress is hereby given to the States of Illinois, Iowa, Minnesota, Missouri, and Wisconsin, or any two or more of such States, to enter into negotiations for agreements, not in conflict with any law of the United States, for cooperative effort and mutual assistance in the comprehensive planning for the use, protection, growth, and development of the Upper Mississippi River system, and to establish such agencies, joint



or otherwise, or designate an existing multi-State entity, as they may deem desirable for making effective such agreements. To the extent required by Article I, section 10 of the Constitution, such agreements shall become final only after ratification by an Act of Congress.

(2) The Secretary is authorized to enter into cooperative agreements with the Upper Mississippi River Basin Association or any other agency established under paragraph (1) of this subsection to promote and facilitate active State government participation in the river system management, development, and protection.

(3) For the purpose of ensuring the coordinated planning and implementation of programs authorized in subsections (e) and (h)(2) of this section, the Secretary shall enter into an interagency agreement with the Secretary of the Interior to provide for the direct participation of, and transfer of funds to, the Fish and Wildlife Service and any other agency or bureau of the Department of the Interior for the planning, design, implementation, and evaluation of such programs.

(4) The Upper Mississippi River Basin Association or any other agency established under paragraph (1) of this subsection is hereby designated by Congress as the caretaker of the master plan. Any changes to the master plan recommended by the Secretary shall be submitted to such association or agency for review. Such association or agency may make such comments with respect to such recommendations and offer other recommended changes to the master plan as such association or agency deems appropriate and shall transmit such comments and other recommended changes to the Secretary. The Secretary shall transmit such recommendations along with the comments and other recommended changes of such association or agency to the Congress for approval within 90 days of the receipt of such comments or recommended changes.

(e) Program Authority

(1) Authority

(A) In general. The Secretary, in consultation with the Secretary of the Interior and the States of Illinois, Iowa, Minnesota, Missouri, and Wisconsin, may undertake, as identified in the master plan

(i) a program for the planning, construction, and evaluation of measures for fish and wildlife habitat rehabilitation and enhancement; and

(ii) implementation of a long-term resource monitoring, computerized data inventory and analysis, and applied research program, including research on water quality issues affecting the Mississippi River (including elevated nutrient levels) and the development of remediation strategies.

(B) Advisory committee. In carrying out subparagraph (A)(i), the Secretary shall establish an independent technical advisory committee to review projects, monitoring plans, and habitat and natural resource needs assessments.

(2) REPORTS. — Not later than December 31, 2004, and not later than December 31 of every sixth year thereafter, the Secretary, in consultation with the Secretary of the Interior and the States of Illinois, Iowa, Minnesota, Missouri, and Wisconsin, shall submit to Congress a report that —

(A) contains an evaluation of the programs described in paragraph (1);

(B) describes the accomplishments of each of the programs;

(C) provides updates of a systemic habitat needs assessment; and

(D) identifies any needed adjustments in the authorization of the programs.

(3) For purposes of carrying out paragraph (1)(A)(i) of this subsection, there is authorized to be appropriated to the Secretary \$22,750,000 for fiscal year 1999 and each fiscal year thereafter.

(4) For purposes of carrying out paragraph (1)(A)(ii) of this subsection, there is authorized to be appropriated to the Secretary \$10,420,000 for fiscal year 1999 and each fiscal year thereafter.

(5) Authorization of appropriations.—There is authorized to be appropriated to carry out

paragraph (1)(B) \$350,000 for each of fiscal years 1999 through 2009.

(6) Transfer of amounts.—For fiscal year 1999 and each fiscal year thereafter, the Secretary, in consultation with the Secretary of the Interior and the States of Illinois, Iowa, Minnesota, Missouri, and Wisconsin, may transfer not to exceed 20 percent of the amounts appropriated to carry out clause (i) or (ii) of paragraph (1)(A) to the amounts appropriated to carry out the other of those clauses.

(7)(A) Notwithstanding the provisions of subsection (a)(2) of this section, the costs of each project carried out pursuant to paragraph (1)(A)(i) of this subsection shall be allocated between the Secretary and the appropriate non-Federal sponsor in accordance with the provisions of section 906(e) of this Act; except that the costs of operation and maintenance of projects located on Federal lands or lands owned or operated by a State or local government shall be borne by the Federal, State, or local agency that is responsible for management activities for fish and wildlife on such lands and, in the case of any project requiring non-Federal cost sharing, the non-Federal share of the cost of the project shall be 35 percent.

(B) Notwithstanding the provisions of subsection (a)(2) of this section, the cost of implementing the activities authorized by paragraph (1)(A)(ii) of this subsection shall be allocated in accordance with the provisions of section 906 of this Act, as if such activity was required to mitigate losses to fish and wildlife.

(8) None of the funds appropriated pursuant to any authorization contained in this subsection shall be considered to be chargeable to navigation.

(f) (1) The Secretary, in consultation with any agency established under subsection (d)(1) of this section, is authorized to implement a program of recreational projects for the system substantially in accordance with the recommendations of the GREAT I, GREAT II, and GRRM studies and the master plan reports. In addition, the Secretary, in consultation with any such agency, shall, at Federal expense, conduct an assessment of the economic benefits generated by recreational activities in the system. The cost of each such project shall be allocated between the Secretary and the appropriate non-Federal sponsor in accordance with title I of this Act.

(2) For purposes of carrying out the program of recreational projects authorized in paragraph (1) of this subsection, there is authorized to be appropriated to the Secretary not to exceed \$500,000 per fiscal year for each of the first 15 fiscal years beginning after the effective date of this section.

(g) The Secretary shall, in his budget request, identify those measures developed by the Secretary, in consultation with the Secretary of Transportation and any agency established under subsection (d)(1) of this section, to be undertaken to increase the capacity of specific locks throughout the system by employing nonstructural measures and making minor structural improvements.

(h)(1) The Secretary, in consultation with any agency established under subsection (d)(1) of this section, shall monitor traffic movements on the system for the purpose of verifying lock capacity, updating traffic projections, and refining the economic evaluation so as to verify the need for future capacity expansion of the system.

(2) Determination.

(A) In general. The Secretary in consultation with the Secretary of the Interior and the States of Illinois, Iowa, Minnesota, Missouri, and Wisconsin, shall determine the need for river rehabilitation and environmental enhancement and protection based on the condition of the environment, project developments, and projected environmental impacts from implementing any proposals resulting from recommendations made under subsection (g) and paragraph (1) of this subsection.

(B) Requirements. The Secretary shall

(i) complete the ongoing habitat needs assessment conducted under this paragraph not later than September 30, 2000; and

(ii) include in each report under subsection (e)(2) the most recent habitat needs

assessment conducted under this paragraph.

(3) There is authorized to be appropriated to the Secretary such sums as may be necessary to carry out this subsection.

(i) (1) The Secretary shall, as he determines feasible, dispose of dredged material from the system pursuant to the recommendations of the GREAT I, GREAT II, and GRRM studies.

(2) The Secretary shall establish and request appropriate Federal funding for a program to facilitate productive uses of dredged material. The Secretary shall work with the States which have, within their boundaries, any part of the system to identify potential users of dredged material.

(j) The Secretary is authorized to provide for the engineering, design, and construction of a second lock at locks and dam 26, Mississippi River, Alton, Illinois and Missouri, at a total cost of \$220,000,000, with a first Federal cost of \$220,000,000. Such second lock shall be constructed at or in the vicinity of the location of the replacement lock authorized by section 102 of Public Law 95-502. Section 102 of this Act shall apply to the project authorized by this subsection.

#### SEC. 906(e). COST SHARING.

(e) In those cases when the Secretary, as part of any report to Congress, recommends activities to enhance fish and wildlife resources, the first costs of such enhancement shall be a Federal cost when--

(1) such enhancement provides benefits that are determined to be national, including benefits to species that are identified by the National Marine Fisheries Service as of national economic importance, species that are subject to treaties or international convention to which the United States is a party, and anadromous fish;

(2) such enhancement is designed to benefit species that have been listed as threatened or endangered by the Secretary of the Interior under the terms of the Endangered Species Act, as amended (16 U.S.C. 1531, et seq.), or

(3) such activities are located on lands managed as a national wildlife refuge.

When benefits of enhancement do not qualify under the preceding sentence, 25 percent of such first costs of enhancement shall be provided by non-Federal interests under a schedule of reimbursement determined by the Secretary. Not more than 80 percent of the non-Federal share of such first costs may be satisfied through in-kind contributions, including facilities, supplies, and services that are necessary to carry out the enhancement project. The non-Federal share of operation, maintenance, and rehabilitation of activities to enhance fish and wildlife resources shall be 25 percent.

## 2. USFWS Corps General Plan Agreement, Cooperative Agreement with 2001 Amendment

For the

Use of Lands in the State of Illinois Acquired for  
the Project, Mississippi River Between the  
Missouri River and Minneapolis, Minnesota,  
For Wildlife Conservation and Management

WHEREAS the United States, through the Department of the Army, has acquired certain lands in the State of Illinois under authority of the Acts of 3 July 1930, as amended, and 30 August 1935, for the improvement of the Mississippi River by providing a 9-Foot Navigation Channel in the Mississippi River between the Missouri River and Minneapolis, Minnesota, hereinafter referred to as the Navigation Channel Project, said lands being in and adjacent to the pools formed by Mississippi River Locks and Dams Nos. 12, 13, 14, 16, 17, 18, 20, 21, 22, 24, 25 and 26; and

WHEREAS the Department of the Army is charged with the responsibility of operating and maintaining the said Navigation Channel Project, and with the further responsibility of administering the lands appurtenant thereto to obtain the maximum sustained public benefits; and

WHEREAS the Act of 14 August 1946 (60 Stat. 1080, 16 U.S.C. 661) (Public Law 732, 79th Congress, 2nd Session) provides in Section 3 thereof that "Whenever the waters of any stream or other body of water are impounded, diverted, or otherwise controlled for any purpose whatever, by any department or agency of the United States, adequate provision consistent with the primary purposes of such impoundment, diversion, or other control shall be made for the use thereof, together with any areas of land, or interests therein, acquired or administered in connection therewith, for the conservation, maintenance, and management of wildlife, resources thereof, and its habitat thereon. In accordance with general plans, covering the use of such waters and other interests for these purposes, approved jointly by the head of the department or agency exercising primary administration thereof, the Secretary of the Interior, and the head of the agency exercising administration over the wildlife resources of the State wherein the waters and areas lie, such waters and other interests shall

and other interests have particular value in carrying out the national migratory bird management program;" and

WHEREAS the Secretary of the Army finds that certain of said lands acquired for the Navigation Channel Project may be made available for wildlife conservation purposes; and

WHEREAS the Secretary of the Interior finds that all of the lands in the State of Illinois acquired for the Navigation Channel Project, which may be made available for wildlife conservation purposes, including lands inundated by the pools, have particular value in carrying out the national migratory bird management program;

NOW THEREFORE, the Secretary of the Army, the Secretary of the Interior, and the Director of the Department of Conservation of the State of Illinois DO HEREBY APPROVE the following as the general plan for the use and management of such of the aforesaid lands as are found available for wildlife conservation purposes, including those lands inundated by the pools:

(a) All of the Navigation Channel Project lands in the State of Illinois shown outlined by solid red lines on Exhibits A through Z and AA through TT, attached hereto and made a part hereof, shall be made available by the Secretary of the Army to the Secretary of the Interior for wildlife conservation and management by a cooperative agreement. The Secretary of the Interior may, upon request of the Director, make all or any part of such lands available to the State for administration under cooperative agreement.

(b) All of the lands covered by this General Plan which are suitable and adaptable for agricultural purposes shall be used for the production of crops, and any agricultural lands not so used shall revert to the Department of the Army without further action by the parties hereto.

(c) It is agreed that any application for an instrument granting rights-of-way for roads, telephone lines, power lines, and other similar uses over, across, in, and upon lands of either the Department of the Interior which are within and adjacent to the pools formed by said Mississippi River locks and dams or lands of the Department of the Army covered

...over the lands involved but each agency will obtain concurrence of the other at field level.

(d) It may become desirable to modify this plan because some Navigation Channel Project lands, not herein made available for wildlife conservation purposes, may hereafter become available for those purposes; or a need and a demand may develop for facilities under the cognizance of the Department of the Army on certain lands herein made available for wildlife conservation purposes. In either event, modification of the areas covered by this plan will be made by mutual consent of all three parties hereto.

(e) Certain parcels of the lands which shall be made available to the Secretary of the Interior as provided in (a) above are covered by existing agricultural leases. Each such lease, which is in force and effect as of the last date of approval of this plan, will be terminated in accordance with the provisions of the lease within approximately one year from said last date of approval of this plan. In order to facilitate wildlife conservation and management, the said Division Engineer will furnish the Director, Fish and Wildlife Service, one conforming copy of each such lease as soon as practicable after the last date of approval of this plan, together with information as to when each lease will be terminated. The said Division Engineer will inform each lessee involved, at appropriate times, that his lease will be terminated as of a certain date; that the leased premises have been included with other lands made available to the Secretary of the Interior for management in the interest of wildlife conservation.

(f) The Department of the Army permits issued to the Fish and Wildlife Service dated 10 October 1945, as extended, 27 August 1947, as extended, and 28 July 1948 covering lands in the State of Illinois; the right to police certain lands in Carroll County Drainage and Levee District No. 1 in said Pool No. 13 and in the Swan Lake Area in said Pool No. 26 granted in letters from the Secretary of War to the Secretary of the Interior dated 3 October 1940 and 3 October 1942, respectively; the right to manage for wildlife conservation certain lands in Calhoun County, Illinois;



May 1945 which pertains to lands in the State of Illinois shall be and are hereby terminated as of the last date of approval of this plan.

(g) The Secretary of the Interior shall take appropriate action at an early date to secure the revocation of Public Land Orders Nos. 379, 380 and 381.

(h) Pending the execution of said cooperative agreement between the Department of the Army and the Department of the Interior following revocation of Public Land Orders Nos. 379, 380, and 381 as provided in (g) above, temporary permission and authority are hereby given to the Secretary of the Interior, effective on the last date of approval of this plan, to manage for wildlife purposes in general accord with this plan the lands to be made available in accordance with paragraph (a) above. Said cooperative agreement shall be subject to the provisions and conditions of this plan and to any other conditions to be provided in said agreement.

IN WITNESS WHEREOF the parties hereto have affixed their signatures and dates thereof as follows:

DATE 2 November 1953

/s/ Robert T. Stevens  
Secretary of the Army

DATE 27 October 1953

/s/ Orme Lewis  
Asst. Secretary of the Interior

DATE 11 February 1953

/s/ Glen D. Palmer  
Director, Department of Conservation  
State of Illinois



*See Concls  
7, 8, 9, 13-*

COOPERATIVE AGREEMENT  
Between the  
DEPARTMENT OF THE ARMY  
and the

DEPARTMENT OF THE INTERIOR, BUREAU OF SPORT FISHERIES AND WILDLIFE

THIS AGREEMENT made and entered into this 14th day of February, 1963 between the Department of the Army and the ~~Department of the Interior, Bureau of Sport Fisheries and Wildlife~~ through the ~~Bureau of Sport Fisheries and Wildlife~~ hereinafter referred to as the Bureau, witnesseth that:

WHEREAS THE UNITED STATES, through the Department of the Army, has acquired certain lands in fee for the improvement of navigation in the upper Mississippi River to provide a 9-foot channel from the Missouri River to Minneapolis, hereinafter referred to as the Navigation Channel Project, and

WHEREAS, pursuant to Section 3 of the Fish and Wildlife Coordination Act (48 Stat. 401 as amended by 60 Stat. 1080 and 72 Stat. 563; 16 U.S.C. 661 et seq.), there have been formulated GENERAL PLANS FOR THE USE OF LANDS AND WATERS OF THE NAVIGATION CHANNEL PROJECT FOR WILDLIFE CONSERVATION AND MANAGEMENT and the same have been approved by the Secretary of the Army, the Secretary of the Interior, and the heads of the State agencies exercising administration over wildlife resources within the States of Illinois, Iowa, Minnesota, Missouri, and Wisconsin;

NOW THEREFORE, in accordance with the aforesaid Section 3 of the Fish and Wildlife Coordination Act and the aforesaid General Plans, the parties hereto hereby enter into this Cooperative Agreement.

THE DEPARTMENT OF THE ARMY hereby makes available to the Bureau the land and water areas of the Navigation Channel Project substantially as shown outlined in red on the exhibits attached to the General Plans referred to above, and by reference made a part hereof, for the conservation, maintenance, and management of wildlife resources thereof, and its habitat thereon, in connection with the national migratory bird management program in accordance with said General Plans. This Cooperative Agreement shall be subject to the provisions of

1. The Department of the Army reserves all rights, in and to the lands above described, which are not herein specifically granted, including, but not limited to, the development of facilities for public use in accordance with Condition 10 of this agreement, the harvesting and selling of merchantable timber, and the right to use existing roads as a means of ingress and egress to and from the Mississippi River and to any areas which the Department of the Army administers. In those cases where no roads exist, the Department of the Army reserves the right to designate, construct, maintain, and use roads or routes across said lands. No part of the foregoing shall be construed as a commitment by the Department of the Army to construct, improve, or maintain any road or route.

2. The use and occupation of the said premises shall be without cost or expense to the Department of the Army, under the general supervision of either the Division Engineer, U. S. Army Engineer Division, North Central, Chicago, Illinois, for Pools 4 through 22, or the Division Engineer, U. S. Army Engineer Division, Lower Mississippi Valley, Vicksburg, Mississippi, for Pools 24 through 26, both hereinafter referred to as the responsible Division Engineer, and subject also to such rules and regulations in the interest of navigation and flood control as they may from time to time prescribe.

3. Any damage to the property above described which results as an incident to the exercise of the privileges herein granted, shall be promptly corrected by the Bureau to the satisfaction of the responsible Division Engineer. The Bureau shall also take appropriate action to prevent and eliminate any trespass or unauthorized use of said property and shall report to the responsible Division Engineer each year on or before 1 April any such trespass or unauthorized use which may have occurred and the action taken to eliminate the same.

4. The exercise of the privileges herein granted shall in no way interfere with navigation and shall be subject at all times, without notice to or approval of the Bureau, to the occupation and use by the public for navigation.

5. The Department of the Army reserves the right to dispose of lands covered by this agreement for commercial and industrial sites, provided, that a condition of such disposal shall be the payment to the Bureau or the pertinent State of the current appraised value, approved by the responsible Division Engineer, of any improvements made by the Bureau or the pertinent State on the site.

6. It is agreed that any application for an instrument granting rights-of-way for roads, telephone lines, power lines, and other similar uses over, across, in, and upon lands of either the Department of the Interior which are within and adjacent to the pools formed by said Mississippi River locks and dams or lands of the Department of the Army covered by this agreement will be submitted for processing to the agency having primary jurisdiction over the lands involved but each agency will obtain concurrence of the other at field level.

7. It is understood that the privileges hereby granted do not preclude the necessity of obtaining from the Department of the Army permits for work and structures in, under or over navigable waters as may be required under the provisions of Section 10 of the Act of March 3, 1899 (30 Stat. 1151, 33 U.S.C. 403).

8. No additions to or alterations of the premises shall be made without the prior written consent of the responsible Division Engineer.

9. In accordance with the aforesaid General Plans, authority to administer the lands and waters covered by this agreement may be delegated to the heads of the State agencies exercising administration over the wildlife resources of the aforesaid States by cooperative agreements entered into pursuant to the provisions of Sections 1 and 4 of the said Fish and Wildlife Coordination Act. Three copies of each such cooperative agreement shall be furnished to the responsible Division Engineer promptly upon execution.

10. In the development of the lands described herein for public use, the Department of the Army may, in its discretion, develop public use facilities or issue leases, licenses and easements for the same purpose, and special use licenses authorizing non-exclusive private uses which do not interfere with public use of the areas involved. However, every proposal for development of a public use area will first be coordinated with the Bureau for its recommendation and the Department of the Army will give full consideration to any adverse effect which any proposed development may have upon the wildlife management program. The instruments provided for in this condition shall be issued only by the Department of the Army and shall contain appropriate provisions prescribed by the Bureau regarding wildlife management, including the continuing rights of the Bureau to post and patrol to enforce hunting regulations; however, the Bureau shall not have the right to deny access to or use of public use areas as selected hereunder. Notification of selection by the Department of the Army of sites or areas for public use will be given to the Bureau at least thirty (30) days prior to effective date thereof and three copies of any instrument issued will be furnished to the Bureau.

11. Certain parcels of the lands covered by this agreement are covered by outgrants which may remain in force and effect indefinitely. The administration and use of such parcels shall be subject to all the rights and privileges reserved to the former owners at the time the lands were acquired by the United States for the Nine-Foot Channel project and the wildlife management activities of the Bureau on such parcels shall be limited to posting and patrolling to enforce hunting regulations. In order to facilitate wildlife conservation and management, the responsible Division Engineer will furnish the Bureau one conforming copy of each such outgrant as soon as practicable after the last date of approval of this agreement.

12. Agricultural leases on lands covered by this agreement which are in force and effect as of the last date of approval of this agreement, will be terminated in accordance with the provisions of the leases within approxi-



Engineer will furnish the Bureau one conforming copy of each such lease as soon as practicable after the last date of approval of this agreement, together with information as to when each lease will be terminated. The responsible Division Engineer will inform each lessee involved, at appropriate times, that his lease will be terminated as of a certain date; that the leased premises have been included with other lands made available to the Secretary of the Interior for management in the interest of wildlife conservation.

13. All of the lands covered by this agreement which are suitable and adaptable for agricultural purposes shall be used for the production of crops and any agricultural lands not so used shall revert to the Department of the Army. The use of all agricultural lands covered hereunder shall be in compliance with laws, rules and regulations administered by the Department of Agriculture and applicable to this type of land; provided, that no part of the foregoing shall be construed as prohibiting the use of sharecrop agreements. All crops accruing to the Bureau or the pertinent States shall be used exclusively to provide food for wildlife and for no other purpose. However, in the event that all the yield thus made available for wildlife food is not used for that purpose, either by the States or the Bureau, the Bureau or the States shall, in order to avoid waste, sell for cash the remainder thereof in such manner as to protect the public interest. Pursuant to Section 4 of the Act of Congress approved 22 December 1944, as amended (76 Stat. 1195; 16 U.S.C. 460d), all proceeds from the disposal of any surplus production may be used by the Bureau or the States in the development, conservation, maintenance and utilization of such lands; provided, that any balance of proceeds not so utilized shall be paid to the responsible Division Engineer at five-year intervals. In connection therewith, the Bureau shall establish and maintain adequate accounts and render annual statements of receipts and expenditures to the responsible Division Engineer.

14. The Bureau shall administer and maintain the premises made a-

hunting, wildlife refuges, the production of food for wildlife, or other purposes; nature, site, and layout of proposed construction and improvements; estimated cost of construction of planned improvements; and plans for other such activities, on lands made available under this agreement.

The annual management program may be amended from time to time as may be necessary, but the responsible Division Engineer shall be informed thereof prior to the effective date of any change.

15. This agreement may be revoked at the discretion of the Department of the Army in case of national emergency declared by the President, or in event of violation of any of the terms and conditions of this agreement, which violation is continued for a period of thirty (30) days after notice in writing by the responsible Division Engineer, or for nonuse for a period of two consecutive years.

16. This agreement may be relinquished by the Bureau at any time by giving to the responsible Division Engineer at least thirty (30) days' notice in writing.

17. If this agreement is relinquished or revoked as provided above, the Bureau shall vacate the said premises, remove all property of the Bureau therefrom, and subject to availability of funds therefor restore the premises to a condition satisfactory to the responsible Division Engineer, ordinary wear and tear and damage beyond the control of the Bureau excepted, within such time as the Secretary of the Army may designate.

18. The Cooperative Agreement dated 21 January 1954 between the Department of the Army and the Department of the Interior, as amended by Supplemental Agreement No. 1 dated 10 October 1958, is hereby terminated as of the last date of approval of this agreement.

3 Oct. 1961  
(Date)

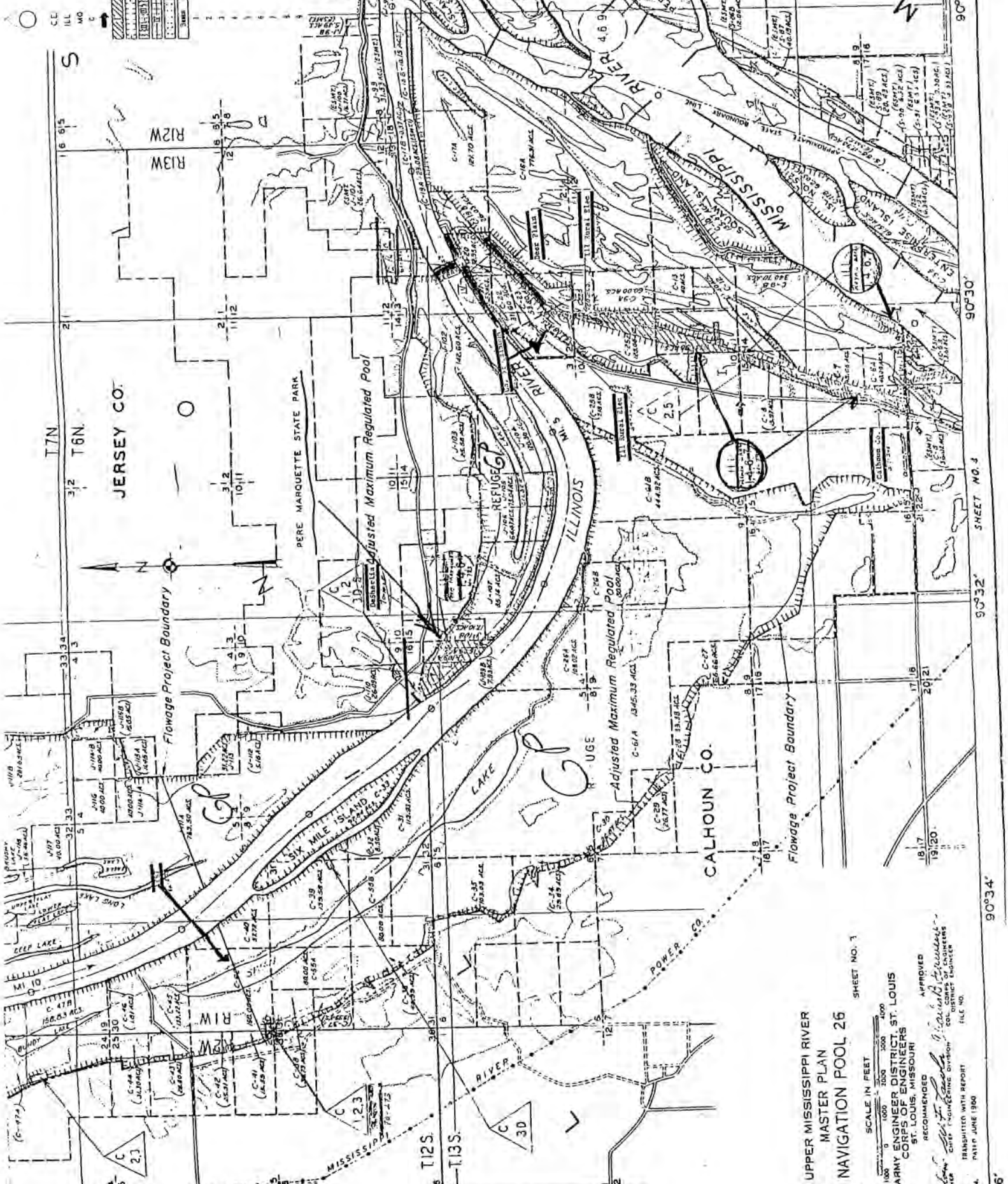
DEPARTMENT OF THE ARMY

By Ernest H. McNeill

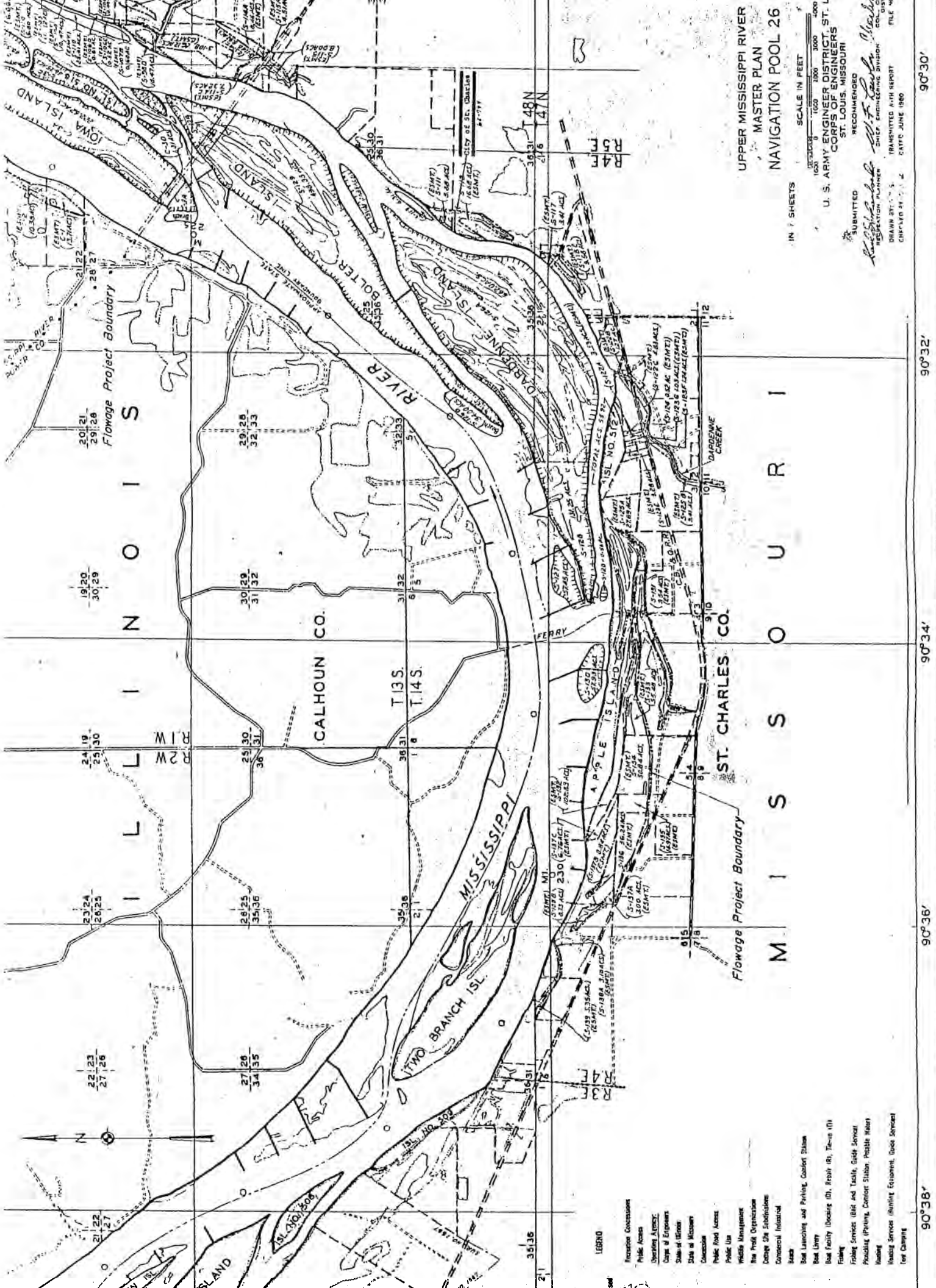
DEPARTMENT OF THE INTERIOR,  
BUREAU OF SPORT FISHERIES  
AND WILDLIFE











UPPER MISSISSIPPI RIVER  
MASTER PLAN  
NAVIGATION POOL 26

IN 1 SHEETS  
SCALE IN FEET  
1000 2000 3000 4000

U. S. ARMY ENGINEER DISTRICT, ST. L.  
CORPS OF ENGINEERS  
ST. LOUIS, MISSOURI

SUBMITTED  
RECOMMENDED  
M.F. Lawrence  
DISTRICT ENGINEER  
TRANSMITTED WITH REPORT  
DRAWN BY: S. J. 4  
CHECKED BY: J. 4  
DATE: JUNE 1960  
FILE NO.

LEGEND

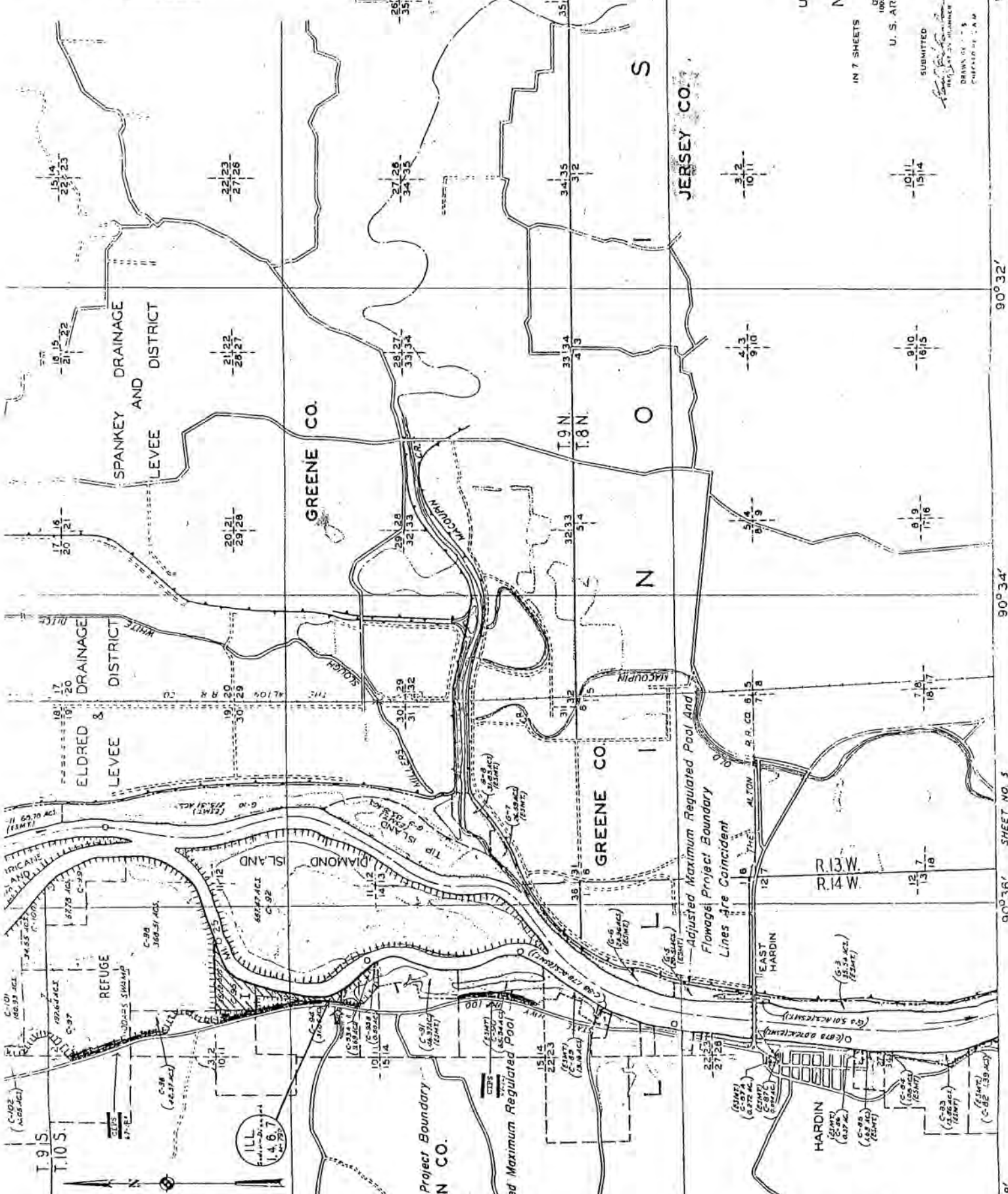
- Navigation Concessions
- Public Access
- Operating Agency
- Corps of Engineers
- State of Missouri
- State of Missouri
- Channel
- Public Road Access
- Public Use
- Relief Management
- Flow Project Organization
- College Site Substitutions
- Commercial Industrial
- Island
- Boat Launching and Parking, Guidon Station
- Boat Launch
- Boat Facility (Docking, ID, Breaker, etc., Towing, etc.)
- Fishing
- Fishing Services (Bait and Tackle, Guide Service)
- Provisioning (Fishing, Comfort Station, Portable Water)
- Hunting
- Hunting Services (Hunting Equipment, Guide Service)
- Tree Clearing

90°38' 90°36' 90°34' 90°32' 90°30'



Irrigation Canals  
 Public Access  
 Operating Agency  
 Corps of Engineers  
 State of Missouri  
 State of Missouri  
 State of Missouri  
 Public Road Access  
 Public Use  
 Wildlife Management  
 Non Profit Organization  
 Storage Site Subdivision  
 Commercial Industrial  
 Branch  
 Boat Launching and  
 Boat Livery  
 Boat Facility Occupancy  
 Fishing  
 Fishing Services (Bait)  
 Recreation (Fishing)  
 Hunting  
 Hunting Services (Hunting)  
 Food Canning

C.E.	1
ILL.	2
U.O.	3
C	4
1/4"	5
1/8"	6
1/16"	7
1/32"	8
1/64"	9
3/128"	10
1/256"	11
1/512"	12
1/1024"	13
1/2048"	14
1/4096"	15
1/8192"	16
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1/32768"	18
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UPPER MISSISSIPPI RIVER  
 MASTER PLAN  
 NAVIGATION POOL 26

IN 7 SHEETS  
 SCALE IN FEET  
 0 1000 2000 4000 6000 8000 10000 12000 14000 16000 18000 20000

U. S. ARMY ENGINEER DISTRICT, ST. LOUIS  
 CORPS OF ENGINEERS  
 ST. LOUIS, MISSOURI

SUBMITTED  
 RECOMMENDED  
 TRANSMITTED WITH REPORT  
 DRAFTER  
 DATE

90° 30'  
 90° 32'  
 90° 34'  
 90° 36'  
 90° 38'













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AMENDED  
COOPERATIVE AGREEMENT  
Between the  
Department of the Army, Corps of Engineers  
and the  
Department of the Interior, U.S. Fish and Wildlife Service

This amendment made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, between the Department of the Army through the Corps of Engineers, hereinafter referred to as the Corps, and the Department of the Interior through the U.S. Fish and Wildlife Service, hereinafter referred to as the Service, amends the Cooperative Agreement between the parties dated February 14, 1963;

WHEREAS the United States through the Corps, has acquired certain lands in fee for the improvement of navigation in the Upper Mississippi River to provide a 9-foot channel from the Missouri River to Minneapolis, and portions of the Illinois River, hereinafter referred to as the Navigation Project, and

WHEREAS, pursuant to Section 3 of the Fish and Wildlife Coordination Act (48 Stat. 401 as amended by 60 Stat. 1080 and 72 Stat. 563; 16 U.S.C. 661 et seq.), lands shall be made available to the Service, consistent with navigation as the primary purpose of the Project, for the conservation, maintenance, and management of fish and wildlife and its habitat. There have been General Plans formulated for the use of lands and waters of the Navigation Project for fish/wildlife conservation and management and the same have been approved by the Secretary of the Army, the Secretary of the Interior, and the heads of the State agencies exercising administration over fish and wildlife resources within the States of Illinois, Iowa, Minnesota, Missouri, and Wisconsin. Certain segments of the land subject to this Amended Agreement, as indicated in the General Plan, may be allocated to the States of Illinois, Iowa, Missouri, Minnesota, and Wisconsin for conservation management through subsequent agreements between the Service and those states, and



WHEREAS the Corps cannot abrogate its stewardship role for the conservation, maintenance, and management of fish and wildlife and its associated habitats as required by subsequent legislation such as, but not limited to the National Environmental Policy Act, Comprehensive Environmental Response, Compensation and Liability Act, the Forest Cover Act, the Historic Preservation Act, and as directed by Agency policy, guidance and regulations for the Corps' stewardship role for the conservation, maintenance, and management of these natural resources, and

WHEREAS the Corps and the Service shall continue to foster and maintain partnerships through specific regional working groups for addressing Navigation project issues that impact the conservation, maintenance and management of fish/wildlife resources specific to the lands addressed by the Amended Agreement.

Now therefore, in accordance with the aforesaid Section 3 of the Fish and Wildlife Coordination Act and the aforesaid General Plans, the Corps and Service hereby amend the Cooperative Agreement of February 14, 1963.

The Corps pursuant to the language of the third paragraph of the first page of this amendment hereby makes available to the Service the land and water areas of the Navigation Project substantially as identified on the exhibits attached to the General Plans referred to above, and by reference made a part hereof, for the conservation, maintenance, and management of fish/wildlife resources thereof, and its habitat thereon, in connection with the national migratory bird management and other fish/wildlife species programs in accordance with said General Plans. The Service shall manage these lands consistent with the National Wildlife Refuge System. This Amendment to the Cooperative Agreement of February 14, 1963 shall be subject to the provisions and conditions of the said General Plans and to the following additional conditions:

Paragraph 1 of the Cooperative Agreement is amended to read:

1. The Corps reserves all rights in and to the lands above described, which are not herein specifically granted, including, but not limited to, the operation and maintenance of the Navigation Project for its primary purpose of navigation. The Corps agrees that in fulfilling this primary purpose and other stewardship roles, as required by law and defined within Corps policies and regulations, that operation and maintenance activities will be carried out in accordance with current approved documents such as Master Plans, Operational Management Plans and Channel Maintenance Plans, and any future agency directive or legal requirement specific to the continued operation and maintenance of the Navigation Project.

Paragraph 2 of the Cooperative Agreement is amended to read:

2. The use and occupation of the said premises shall be without cost or expense to the Corps, under the general supervision of the Division Engineer, U.S. Army Division, Mississippi Valley Division, Vicksburg, Mississippi, herein after referred to as the "Division Engineer," and subject also to such rules and regulations in the interest of navigation and flood control as the Corps may from time to time prescribe.

Paragraph 3 of the Cooperative Agreement is amended to read:

3. Any damage to the property above described which results as an incident to the exercise of the privileges herein granted, shall be promptly corrected by the Service to the satisfaction of the Division Engineer. The Service will post appropriate project boundary lines, while the Corps will provide survey data, to the extent that it is available, for this purpose. The Service shall also take appropriate action to prevent and resolve minor trespass or unauthorized use of said property. The Service shall immediately report instances of unauthorized land use or serious trespass to the appropriate Corps Project Office. The Corps and Service shall coordinate enforcement efforts or legal actions taken against those responsible.

Paragraph 4 of the Cooperative Agreement is amended to read:

4. The exercise of the privileges granted shall in no way interfere with navigation and shall be subject at all times, without approval of the Service, to the occupation and use by the public for specific and related Navigation Project purposes and by the Corps for navigation, flood control, and all other Navigation Project related purposes, including, but not limited to, change in water surface elevations, dredging and placement of dredged material there from, and construction of training works, bank protection, and navigation aids.

Paragraph 5 of the Cooperative Agreement is deleted.

Paragraph 6 of the Cooperative Agreement is deleted.

Paragraph 7 of the Cooperative Agreement is amended to read:

7. It is understood that the privileges hereby granted do not preclude the necessity of obtaining from the Corps permits for work and structures in, under or over navigable waters as may be required under the provisions of Section 404 of the Clean Water Act of 1977, or Section 10 of the Rivers and Harbors Act of 1899, as amended,

Paragraph 8 of the Cooperative Agreement is amended to read:

8. No significant additions to or alterations of the premises, such as buildings, bridges, pump stations, roads, etc., shall be made by the Service without prior written consent of the appropriate District Engineer unless included in the Refuge Comprehensive Conservation Plan approved by the agencies.

Paragraph 9 of the Cooperative Agreement is amended to read:

9. In accordance with the aforesaid General Plans, authority to administer the lands and waters covered by this agreement may be delegated to the heads of the State agencies exercising administration over the wildlife resources of the aforesaid

States by cooperative agreements entered into pursuant to the provisions of Sections 1 and 4 of the said Fish and Wildlife Coordination Act. Copies of each such agreement, revisions, or amendments shall be furnished to the Division and District Engineers, respectively, promptly upon execution.

Paragraph 10 of the Cooperative Agreement is amended to read:

10. In development of lands described for public and agency use, as identified on the exhibits attached to the general plans referenced above, the Corps may in accordance with approved management plans and other appropriate agency documents, develop public use facilities or issue leases, licenses, and easements for the same purpose, issue special use licenses authorizing non-exclusive private uses which do not interfere with public use of areas involved, maintain and construct access roads, and issue outgrants. As appropriate, these actions will be coordinated with the Service and appropriate States to insure agency involvement and input into the Corps processes for implementation of these actions. During the development and implementation of these actions, the Service and States will be given the opportunity to provide recommendations regarding perceived impacts of the actions on the lands and waters defined by this amended agreement. The instruments provided for in this condition shall be issued only by the Corps and shall contain appropriate provisions prescribed by the Service regarding fish/wildlife management, including the continuing rights of the Service to post and patrol to enforce hunting regulations; however, the Service shall not have the right to deny access to or use of planned and developed, Corps-managed public use areas. Any planned developments for public and agency use shall address appropriate provisions prescribed by the Service regarding fish/wildlife management

Paragraph 11 of the Cooperative Agreement is deleted.

Paragraph 12 of the Cooperative Agreement is deleted.

Paragraph 13 of the Cooperative Agreement is amended to read:

13. The use of all agricultural treatments on lands covered hereunder shall be in compliance with laws, rules, and regulations administered by the Department of Agriculture and applicable to this type of land; provided that no part of the foregoing shall be construed as prohibiting the use of sharecrop agreements. All agricultural crops accruing to the Service or the pertinent States shall be used exclusively for wildlife, or wildlife habitat management purposes on the described lands, and for no other purpose. In the event that all the yield thus made available for wildlife or habitat management is not used for that purpose, the Service or the States shall, in order to avoid waste, sell for cash the remainder thereof in such a manner as to protect the public interest. Pursuant to Section 4 of the Act of Congress approved 22 December 1944, as amended (76 Stat. 1195; 16 U.S.C. 460d), all proceeds from the disposal of surplus production may be used by the Service or States in the development, conservation, management, and utilization of such lands; provided, that any balance of proceeds, not so utilized shall be paid to the Division Engineer at five-year intervals. In connection therewith, the Service shall establish and maintain adequate accounts and render statement of receipts and expenditures to the Division and District Engineers in an annual report that will be furnished not later than 30 calendar days prior to the scheduled annual meeting.

Paragraph 14 of the Cooperative Agreement is amended to read:

14. The Service shall administer and maintain the premises made available for wildlife conservation and management in accordance with current approved management plans for both agencies. An annual coordination meeting shall be organized by the Service each year on or before April 1 with each of the three Corps Districts (St. Louis, Rock Island, and St. Paul) and the states managing General Plan lands subject to this Agreement (Illinois, Iowa, and Missouri). The contents of the meeting shall include information specific to any changes and activities during the previous calendar year and information concerning proposed future projects. Issues covered shall include, but not be limited to, those management issues listed below:

- (a) Boundary Management problems, including actions to address trespass or unauthorized uses;
- (b) Report of completed construction and improvements, including project costs;
- (c) Report of planned future construction, as approved in existing management plans;
- (d) Report of conceived changes in management strategy;
- (e) Cropland acreage utilized; amount of crop that was deemed excess to wildlife management needs including amount of receipts for sale of such crops; and amount and nature of expenditures derived from surplus crop funds;
- (f) The Service liaison for the Agreement will consolidate a concise written annual report from the material presented at the meeting for submission to the Corps;

Paragraph 15 of the Cooperative Agreement is amended to read:

15. This agreement may be suspended or revoked at the discretion of the Department of the Army in case of national emergency or disaster declared by the President of the United States. In the event that problems are identified in compliance with any of the terms and conditions of this agreement, the following dispute resolution procedures will be followed:

- (a) Service Refuge Managers and Corps District Operations Managers will meet to discuss the pertinent issue and seek resolution;
- (b) In the event that informal efforts to resolve the issue at the field level are not successful, the appropriate Service Assistant Regional Director will meet with the appropriate District Engineer to seek written resolution; and

(c) Finally, if the matter remains unresolved, it will be referred to the Division Engineer whose decision will be final.

Paragraph 16 of the Cooperative Agreement is amended to read:

16. This agreement may be relinquished by the Service at any time by giving to the Division Engineer at least one-year's notice in writing.

Paragraph 17 of the Cooperative Agreement is amended to read:

17. If this agreement is relinquished or revoked as provided above, the Service shall vacate the premises, remove all property of the Service there from, and subject to the availability of funds, restore the premises to a condition satisfactory to the Division Engineer, ordinary wear and tear and damages beyond the control of the Service excepted, within such time as the Secretary of the Army may designate.

Paragraph 18 of the Cooperative Agreement is deleted.

The following paragraph is added to the Cooperative Agreement :

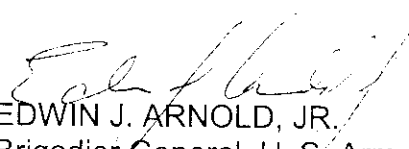
19. The Corps retains responsibility to provide protection of forest or other vegetative cover on reservoir areas, including navigation projects, in compliance with P.L. 86-717, the Forest Cover Act, and to establish and maintain other conservation measures on these areas. Corps management programs are to promote future resources and to increase the value of such areas for conservation, recreation, and other beneficial uses, provided that management is compatible with other uses of the project. The development of plans or other natural resource management activities will be coordinated with the Service for input and review of impacts of proposed actions on wildlife management use of the project. The Service will identify forest habitat goals and objectives in Refuge Comprehensive Conservation Plans to provide guidance to the Corps in this partnership effort. Revenue from sale of any timber in conjunction with the Forest Cover Act Program shall be credited to the Corps.


The following paragraph is added to the Cooperative Agreement :

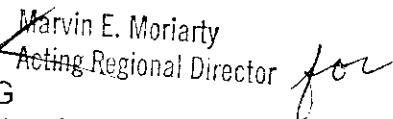
20. The Corps retains the right to use and/or improve existing roads as a means of ingress and egress to and from the Mississippi River and to any areas that the Corps administers.

5 Jul 01  
(Date)

7/31/01  
(Date)

  
By EDWIN J. ARNOLD, JR.  
Brigadier General, U. S. Army  
Division Engineer  
Mississippi Valley Division

  
By WILLIAM F. HARTWIG  
Regional Director, Region 3  
U.S. Fish And Wildlife Service  
Department of the Interior

  
Marvin E. Moriarty  
Acting Regional Director for



### 3. USFWS & IDNR Cooperative Agreements with 4 Amendments (1957, 1985, 1988, 2012)

# "Cooperative Agreement"

U.S. F&W Service & State of Illinois

May 3, 1954

+ Amendments 1 Feb 5, 1957

2 Jan 10, 1985

3 Aug 3, 1988

COOPERATIVE AGREEMENT  
between the  
DEPARTMENT OF THE INTERIOR, FISH AND WILDLIFE SERVICE  
and  
THE ILLINOIS DEPARTMENT OF CONSERVATION

THIS AGREEMENT made and entered into this 3<sup>rd</sup> day of May, 1954, between the United States Department of the Interior, through the Fish and Wildlife Service, hereinafter referred to as the "Service," and the Illinois Department of Conservation, hereinafter referred to as the "State," witnesseth that:

WHEREAS THE UNITED STATES, through the Department of the Army, has acquired certain lands in fee for the improvement of navigation in the upper Mississippi River to provide a 9-foot channel from the Missouri River to Minneapolis, hereinafter referred to as the "Navigation Channel Project," and

WHEREAS, pursuant to Section 3 of the Act of August 14, 1946 (60 Stat. 1080, 16 U.S.C. 661), there has been formulated a GENERAL PLAN FOR THE USE OF CERTAIN LANDS OF THE NAVIGATION CHANNEL PROJECT FOR WILDLIFE CONSERVATION AND MANAGEMENT and the same has been approved by the Secretary of the Army, the Secretary of the Interior, and the Director of the Illinois Department of Conservation, and

WHEREAS, pursuant to the provisions of section (a) of the GENERAL PLAN for the State of Illinois, the lands described herein have been made available to the Service by the Department of the Army through a Cooperative Agreement dated January 21, 1954 :

NOW, THEREFORE, in accordance with Section 4 of the aforesaid Act of Congress approved August 14, 1946, and the aforesaid GENERAL PLAN and said

Cooperative Agreement, the parties hereto hereby enter into this Cooperative Agreement.

All communications between the State and the Service as to activities under this Cooperative Agreement will be addressed to the Regional Director, Fish and Wildlife Service, Minneapolis, Minnesota, and the Director, Illinois Department of Conservation.

The Service hereby makes available to the State, for use in the conservation and management of wildlife, resources thereof, and its habitat thereon, in connection with the national migratory bird management program, the following-described parts of those land and water areas as are shown substantially outlined in red on Exhibits A through TT which are attached to the GENERAL PLAN for the State of Illinois referred to above, and by reference made a part hereof:

Pool 26

All lands shown outlined in red on Exhibit A.

On Exhibit B, the following-described parts of these lands outlined in red: all that part lying east of the Illinois River in sections 32 and 33, T. 7 N., R. 13 W., 3rd P.M., and in sections 4, 5, 8, and 9, T. 6 N., R. 13 W., 3rd P.M., and all lands including the Islands lying south of the Illinois River and east of the road which runs north to the Illinois River from the corner of sections 2, 3, 10, and 11, T. 13 S., R. 1 W., 4th P.M., and runs southerly from the same corner through sections 10, 15, and 22.

On Exhibit C, all lands shown outlined in red.

On Exhibit D, all lands shown outlined in red except those parts located in sections 19 and 24, Ts. 12 S., Rs. 1 and 2 W., 4th P.M.

All lands shown outlined in red on Exhibits E and F.

Pool 25

On Exhibit G, all lands shown outlined in red on the mainland within Ts. 12 S., Rs. 2 and 3 W., 4th P.M. except those parts of tracts C-225 and C-226 in section 6, T. 12 S., R. 2 W., lying northeasterly of the road; and also all of Turner Island and three small islands lying east of Turner Island, Sarah Ann Island and the island designated as tract C-205C.

All lands shown outlined in red on Exhibit I.

Pool 24

All lands shown outlined in red on Exhibits J through N inclusive.

Pool 22

All lands shown outlined in red on Exhibits O through R inclusive.

Pool 21

All lands shown outlined in red on Exhibit S.

On Exhibit T, all lands shown outlined in red on Willow and Hog Back Islands and all land shown on the mainland in section 16, T. 1 S., R. 9 W., 4th P.M.

On Exhibit U, all lands shown outlined in red except the following: all of tracts IIs-39, 40, 37 (Swan Island), all of Island 419, all lands shown on Shandrew Island, all of tracts IIs-30 to 35, inclusive, all lands shown on Long Island and Flannigan's Island, and tracts IIs-10D, 15, 19, and 20.

Pool 18

All lands shown outlined in red on Exhibits V and W.

On Exhibit X, all land including islands shown outlined in red and lying southerly of the Minneapolis and St. Louis Railroad.

On Exhibit Y, all lands shown outlined in red except that part lying southeasterly of the northwesterly right of way boundary of the Keithsburg District Levee and of the line of same extended southwesterly to the Mississippi River, said right of way boundary being a part of the boundary of tract

✓  
FI-105 and located in the  $S\frac{1}{2}S\frac{1}{2}$  of sections 4 and 5, in T. 13 N., R. 5 W.,  
4th P.M.

Pool 17

All lands shown outlined in red on Exhibits Z, AA, and BB.

Pool 16

All lands shown outlined in red on Exhibits CC, DD, and EE.

This Cooperative Agreement is subject to the following conditions:

1. There is reserved in the Department of the Army all rights, in and to the lands above described, which are not herein specifically granted, including, but not limited to, those reservations in the United States required under the Atomic Energy Act, approved August 1, 1945, the harvesting and selling of merchantable timber, and the right to use existing roads as a means of ingress and egress to and from the Mississippi River and to any areas which the Department of the Army administers. In those cases where no roads exist, the Department of the Army reserves the right to designate, construct, maintain, and use roads or routes across said lands. No part of the foregoing shall be construed as a commitment by the Department of the Army to construct, improve, or maintain any road or route.

2. The use and occupation of the said premises shall be without cost or expense to the United States and shall be subject to such rules and regulations in the interest of navigation and flood control as the Division Engineer, Upper Mississippi Valley Division, Corps of Engineers, St. Louis, Missouri, may from time to time prescribe.

cc: 3. Any damage to the property above described which results as an incident to the exercise of the privileges herein granted, shall be promptly corrected by the State to the satisfaction of the Service.



4. The exercise of the privileges herein granted shall in no way interfere with navigation and shall be subject at all times, without notice to or approval of the Service or the State, to the occupation and use by the public for navigation and by the Department of the Army for navigation, flood control, and all other related purposes, including, but not limited to, change in water-surface elevations, dredging and deposition of spoil therefrom and construction of training works, bank protection, and navigation aids. There is reserved in the Department of the Army the right to dispose of lands covered by this agreement for commercial and industrial sites; however, such disposal shall be contingent upon the payment of the current appraised value, approved by the said Division Engineer, of any improvements made by the Service or the State on the site.

5. It is understood that the privileges hereby granted do not preclude the necessity of obtaining from the Department of the Army permits for work and structures in, under, or over navigable waters as may be required under the provisions of Section 10 of the Act of March 3, 1899 (30 Stat. 115; 33 U.S.C. 403).

6. No additions to or alterations of the premises shall be made without the prior written consent of the Service. The State will submit to the Service proposals under this section for the purpose of requesting the required consent.

7. The rights and privileges herein granted may not be assigned or delegated.

8. The State agrees to refer to the Regional Director of the Service any application for an instrument granting rights-of-way for roads,

telephone lines, power lines, and other similar uses over, across, in, and upon the above-described lands. With such referral the State will indicate its recommendation as to the application, with a statement that such proposed uses will or will not interfere with the purposes for which these lands are made available to the State. No entry will be allowed by the State on such lands for these purposes until the State receives notice that permission is granted. If applications for such rights-of-way are received firsthand by the Division Engineer or the Service, they will be referred to the State for such recommendations as it may care to make relative to issuance of a permit.

9. Leases to concessionaires for the use of the premises above described for the purpose of providing accommodations, facilities, and services needed by the public in connection with the use of land for the purposes set out in this agreement will be issued by the Department of the Army. Any applications therefor received by the State will be referred to the Service for processing.

10. All of the lands covered by this agreement which are suitable for agricultural purposes shall be used for the production of crops. All crops accruing to the State shall be used exclusively to provide food for wildlife and for no other purpose. However, in the event that all the yield thus made available for wildlife food is not used for that purpose, either by the State or the Service, the State shall, in order to avoid waste, sell for cash the remainder thereof in such manner as to protect the public interest and shall remit the proceeds from such sale to the Service for further disposition. Any agricultural lands not so used shall revert to the Service without further action by the parties hereto.



11. The State shall administer and maintain the premises made available for wildlife conservation and management in accordance with an annual management program prepared and submitted to the Service each year on or before February 1. Such annual management program shall include information as to all areas designated for public hunting, wildlife refuges, the production of food for wildlife, or other purposes; nature, site, and layout of proposed construction and improvements; estimated cost of construction of planned improvements; and plans for other such activities on lands made available under this agreement as well as information as to previous or intended non-use or abandonment of any of these lands. The annual management program may be amended from time to time as may be necessary, but the Service shall be informed thereof prior to the effective date of any change.

The State will manage public hunting and fishing on all areas it designates for this purpose in such a manner as to provide equal opportunities for all who wish to participate in these forms of recreation.

No individual or group of individuals will be permitted to enjoy any special privileges on these hunting and fishing areas that are not accorded the general public, and no individual or group of individuals shall acquire or be granted exclusive hunting and fishing rights.

In areas managed by the State where problems develop or are likely to develop because of interdependence with adjacent areas managed by the Service, such problems will be mutually resolved by the State and the Service in the best interests of wildlife and the annual management program will be amended accordingly.

12. This agreement is subject to revocation if required by the Department of the Army in case of national emergency declared by the President, or in event of violation of any of the terms and conditions of agreement, which violation is continued for a period of thirty (30) days after notice in writing by the Service, or for non-use for a period of two consecutive years. This agreement may further be revoked by the Service in whole or in part at any time all or any part of the above-described lands are abandoned or are not utilized for the purposes described herein.

13. This agreement may be relinquished by the State at any time by giving to the Service at least thirty (30) days' notice in writing.

14. If this agreement is relinquished or revoked as provided above, the State shall vacate the said premises, remove all property of the State therefrom, and restore the premises to a condition satisfactory to the Service, ordinary wear and tear and damage beyond the control of the State excepted, within such time as the Service may designate.

15. The following permits from the Service to the State shall be and are hereby terminated as of the effective date of this agreement:

Permit dated June 13, 1946 and accepted July 11, 1946 and expiring on October 10, 1954.

Permit dated April 5, 1948 and accepted April 19, 1948 and expiring on October 10, 1954.

Permit dated October 22, 1951 and accepted October 3, 1951 and expiring on October 10, 1954.

No member of or delegate to Congress or resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit to arise therefrom, separate and apart from any benefit accruing to the general public.

This agreement shall become effective as of the date of a letter of notice from the Service informing the State that execution of the agreement has been completed and that the above-described lands are available for use by the State.

IN WITNESS WHEREOF, the parties have executed this Cooperative Agreement on the day, month, and year opposite their signatures thereto.

The State of Illinois

April 8, 1954

By Kent Palmer  
Director  
Illinois Department of Conservation

The United States of America  
Department of the Interior

MAY 3, 1954

By John L. Farley  
Director  
Fish and Wildlife Service

AMENDMENT NO. 1  
to  
COOPERATIVE AGREEMENT  
between the  
DEPARTMENT OF THE INTERIOR, FISH AND WILDLIFE SERVICE  
and  
ILLINOIS DEPARTMENT OF CONSERVATION

Section 6 of the Cooperative Agreement, dated May 3, 1954, between the United States Department of the Interior, through the Fish and Wildlife Service, hereinafter referred to as the Service, and the Illinois Department of Conservation, hereinafter referred to as the State, covering the administration by the State of lands acquired by the Department of the Army, Corps of Engineers, along the Upper Mississippi River in Navigation Pools 16 through 18, 21, 22, 24 and 26, is hereby amended and revised to read as follows:

6. No additions to or alterations of the premises shall be made without the prior written consent of the Division Engineer, North Central Division, Corps of Engineers, Chicago, Illinois, or his designee. The State may negotiate directly with the Corps of Engineers for permission required under this Section and, when received, forward the same to the Service for approval or may request the Service to obtain the consent of the Division Engineer.

All other terms and conditions of the Cooperative Agreement remain in full force and effect.

January 29, 1957, 1957

The State of Illinois

By Glenn H. Selmer  
Director  
Illinois Department of Conservation

Feb. 15, 1957

The United States of America  
Department of the Interior

By Robert H. Johnson  
~~Director~~  
Acting Director  
Bureau of Sport Fisheries and Wildlife

AMENDMENT NO. 2  
COOPERATIVE AGREEMENT  
DEPARTMENT OF INTERIOR, FISH AND WILDLIFE SERVICE  
AND  
ILLINOIS DEPARTMENT OF CONSERVATION

The Fish and Wildlife Service (Service) and the Illinois Department of Conservation (State) entered into a Cooperative Agreement dated May 3, 1954, and whereas,

That Cooperative Agreement (CA) cites a date of January 21, 1954, on page one; and whereas that date is hereby changed to read February 14, 1963 to reflect current agreements.

The May 3, 1954, CA between the Service and the State making certain lands and water areas available to the State for use in the conservation and management of wildlife resources thereof, and its habitat thereon, is hereby amended to remove all lands described in Exhibit U, Pool 21, as shown on page three, from the provisions of the CA and the State does relinquish all management rights on said land to the Service.

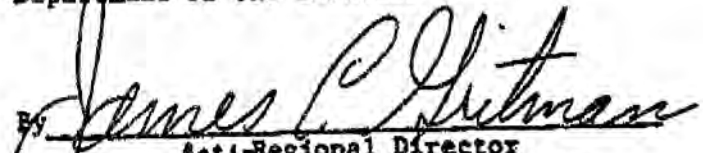
All other terms and conditions of the CA remain in full force and effect.

The State of Illinois

By   
Director  
Illinois Department of Conservation

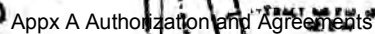
1/10/85  
Date

The United States of America  
Department of the Interior

By   
Acting Regional Director  
Fish and Wildlife Service

                      
Date





NOTES:  
ST  
FC

**LEGEND:**

Language and  
Communication



OPTIONAL FORM 99 (7-90)

## FAX TRANSMITTAL

# of pages - 15

To <u>Jim Hill</u>	From <u>Mike Anduss</u>
Dept./Agency <u>COE</u>	Phone # <u>(217) 224-8580</u>
Fax # <u>314-899-0514</u>	Fax # <u>(217) 224-8583</u>
NSN 7540-01-317-7888	5099-101 GENERAL SERVICES ADMINISTRATION

## AMENDMENT NUMBER 3

TO

COOPERATIVE AGREEMENT  
BETWEEN THE  
DEPARTMENT OF THE INTERIOR, U.S. FISH AND WILDLIFE SERVICE  
AND  
ILLINOIS DEPARTMENT OF CONSERVATION

The Cooperative Agreement, dated May 3, 1954, between the United States Department of the Interior, through the Fish and Wildlife Service, hereinafter referred to as the Service, and the Illinois Department of Conservation, hereinafter referred to as the State, covering the administration by the State of lands acquired by the Department of the Army, Corps of Engineers, along the Upper Mississippi River in Navigation Pools 16 through 18, 21, 22, 24 and 26 is hereby amended and revised to read as follows:

Page 2-B - All communications between the State and the Service as to activities under this Cooperative Agreement will be addressed to the Regional Director, Fish and Wildlife Service, Minneapolis, Minnesota, and the Director, Illinois Department of Conservation, Springfield, Illinois. The more routine, operational-type communications between the appropriate State Division and the Mark Twain National Wildlife Refuge will be addressed to the appropriate Division Chief and the Project Leader for the refuge.

Page 4-B, No. 2 - The use and occupation of the said premises shall be without cost or expense to the United States and shall be subject to such rules and regulations in the interest of navigation and flood control as the Division Engineer, North Central Division, Corps of Engineers, Chicago, Illinois, and the Lower Mississippi Valley Division, Corps of Engineers, Vicksburg, Mississippi, may from time to time prescribe.

Page 6-B, No. 10 - All lands covered by this Agreement which are suitable for agricultural purposes and which are needed to meet the fish and wildlife management objective shall be used for the production of crops. All crops accruing to the State shall be used exclusively to provide food for wildlife and for no other purpose. However, in the event that all the yield thus made available for wildlife food is not used for that purpose, either by the State or the Service, the State shall, in order to avoid waste, sell for cash the remainder thereof in such manner as to protect the public interest and shall maintain appropriate records for the accountability of these generated funds. These monies shall be used only for wildlife management purposes and their expenditure will be

AMENDMENT 3, PAGE 2

documented yearly in the Management Plan for review by the Service and the Corps of Engineers.

All other terms and conditions of the Cooperative Agreement remain in full force and effect.

Date: Dec. 5, 1988

The State of Illinois

By Mark Green  
Director  
Illinois Department of Conservation

Date: August 3, 1988

The United States of America  
Department of the Interior

By [Signature]  
Acting Regional Director  
U.S. Fish and Wildlife Service

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AMENDED COOPERATIVE AGREEMENT  
For Management of Corps General Plan Lands  
Between the  
Department of the Interior, U.S. Fish and Wildlife Service  
and the  
Illinois Department of Natural Resources

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This agreement, effective on the date of last signature, between the Department of the Interior through the U.S. Fish and Wildlife Service, hereinafter referred to as the "Service", and the Illinois Department of Natural Resources, hereinafter referred to as the "State", replaces the Cooperative Agreement between the parties dated 3 May, 1954, as well as its subsequent amendments;

**WHEREAS** the United States through the Corps of Engineers within the Department of the Army, herein referred to as the "Corps", has acquired certain lands in fee for the improvement of navigation in the Upper Mississippi River to provide a 9-foot channel from the Missouri River to Minneapolis, and portions of the Illinois River, hereinafter referred to as the "Navigation Project", and

**WHEREAS**, pursuant to Section 3 of the Fish and Wildlife Coordination Act (48 Stat. 401 as amended by 60 Stat. 1080 and 72 Stat. 563; 16 U.S. C. 661 et seq.) certain Corps owned lands have been made available to the Service, consistent with navigation as the primary purpose of the Project, for the conservation, maintenance and management of habitat in support of the National Migratory Bird management program, as well as other fish and wildlife objectives. There have been General Plans (GP) formulated for the use of lands and waters of the Navigation Project for fish/wildlife conservation and management and the same have been approved by the Secretary of the Army, the Secretary of the Interior, and the Directors of the State agencies exercising administration over wildlife resources within the 5 Project states, and

**WHEREAS**, pursuant to the provisions of the General Plan a Cooperative Agreement exists between the Corps and the Service, as revised 31 July, 2001, for the management of GP lands (attached). Additionally, the Agreement provides authority to be delegated to the head of the State agency exercising administration over wildlife and wildlife resources, by subsequent cooperative agreement (FWS/State), administration of designated GP lands and waters, pursuant to the provisions of Sections 1 and 4 of the said Fish and Wildlife Coordination Act.

**WHEREAS**, The Illinois Department of Natural Resources is authorized to enter into this Agreement pursuant to the Civil Administrative Code of Illinois, 20 ILCS 805-125; the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and the Wildlife Habitat Management Areas Act, 520 ILCS 20/1 et seq.

**WHEREAS**, the Service administers the National Wildlife Refuge System (Refuge System), with a mission, "to administer a national network of lands and waters for the conservation, management and where appropriate, restoration of the fish, wildlife, and plant resources and their habitats within the United States for the benefit of present and future generations of Americans", and

**WHEREAS**, the mission of the Illinois Department of Natural Resources, is to manage, protect, and sustain Illinois' natural and cultural resources; provide resource-compatible recreational opportunities and to promote natural resource-related issues for the public's safety and education.

**NOW THEREFORE**, in accordance with the Fish and Wildlife Coordination Act and the aforesaid General Plans, the Service hereby makes available to the State the land and water areas of the Navigation Project as identified on the exhibits for the General Plans referred to above, as may be amended or delineated in Corps Master Plans, Land Use Allocation Plans, or Operational Management Plans, for the conservation, maintenance, and management of fish/wildlife resources thereof, and its habitat thereon, in connection with national migratory bird management and other fish/wildlife programs, pursuant to

provisions contained in this Agreement, the attached Corps/Service Agreement, and said General Plans.

The State agrees to manage these Corps fee title lands under the "Coordination Area" designation of the National Wildlife Refuge System and they are therefore not subject to Service administrative and policy standards required of Service managed Refuge units, such as the compatibility policy. However, as a part of the Refuge System, these State administered lands are intended to contribute to the Refuge System mission. The Service does retain the authority to temporarily close migratory hunting on the lands and waters subject to this agreement, if so compelled by emergency (such as chemical spill), flyway population management concerns or quotas.

The Corps, Service, and the State shall continue to represent agency positions and discharge responsibilities related to other Mississippi River System issues independently, and not constrained by this Agreement. Both the Service and State will continue to foster and maintain partnerships with the Corps through specific regional working groups for addressing Navigation project issues that impact the conservation, maintenance and management of fish/wildlife resources throughout the entire Upper Mississippi River System, including the Illinois River.

The authority to operate State wildlife habitat operations and public use management programs on lands under this agreement shall be derived from the State, consistent with the General Plan, Corps regulations contained in CFR 36, and the specific conditions listed below:

- 1) The Corps reserves all rights to the lands subject to this Agreement, which are not herein specifically granted. The exercise of the privileges granted shall in no way interfere with navigation and shall be subject at all times to the occupation and use by the public for specific and related Navigation Project purposes and by the Corps for navigation, flood control and all other Navigation project related purposes, including, but not limited to, change in water surface elevations, dredging and placement of dredged material there from and



construction of training works, bank protections and navigation aids. The Corps retains the right to use and improve existing roads to and from the Mississippi River or to other areas they administer.

2) No significant additions to or alterations, such as buildings, bridges, pump stations, roads, etc., shall be made by the State without prior written consent of the appropriate District Engineer, coordinated through the Service. The use, occupation, operations and maintenance of these lands shall be without cost or expense to the Service or Corps. Any damage to the property which results from the exercise of the privileges granted shall be promptly corrected by the State, and as approved by the Corps.

3) It is understood that this Agreement does not preclude the necessity of obtaining required Corps permits for management projects or structures, such as Section 404 of the Clean Water Act, or Section 10 of the Rivers and Harbors Act,

4) The State may post needed management area boundary lines for lands designated in this Agreement at its discretion for site management or enforcement purposes. The Corps or Service will provide updated survey data, preferably in electronic format, for this purpose to the extent that it is available from the Corps. The State shall take appropriate action to prevent and resolve minor trespass or unauthorized use of the property. The State shall immediately report instances of unauthorized land use or serious trespass to the Service, which will involve the appropriate Corps Project Office. The State, Service, and Corps shall coordinate enforcement efforts or legal actions taken against those responsible.

5) The use of agricultural treatments and share crop agreements on lands covered hereunder shall ensure that crops accruing to the State are used exclusively for wildlife, or wildlife habitat management purposes on the described lands, and for no other purpose. In the event that all the yield thus made available for wildlife or habitat management is not used for that purpose, the State shall, in order to avoid waste, sell for cash the remaining crop. All

proceeds from such disposal of surplus production may be used by the State in the development, conservation, management, and utilization of these lands. In connection with this provision, if needed, the State shall establish and maintain adequate accounts and render statement of receipts and expenditures to the Service for distribution to Division and District Engineers in the annual management report. The Service and Corps may review this program periodically to ensure that cropland utilization is not consistently excessive to wildlife needs, where other appropriate habitat types would better meet the Refuge System mission.

6) The Corps retains responsibility for management of forest resources on these GP lands. The development of Corps forest management plans are coordinated with the State and Service for input and review to ensure compatibility, as defined by the Forest Cover Act, with wildlife management use of the project. Any specific State or Service plans will be considered in the guidance of Corps forest management activities. Overall, the Corps' forest management program should be viewed as a cooperative component to the State's day to day management of the out-granted General Plan area. Revenue from sale of any timber in conjunction with the Forest Cover Act Program shall be credited to the Corps.

7) The State Director shall designate a liaison for administrative matters pertaining to this agreement by way of letter to the Service Regional Director. The Service liaison for matters relating to this agreement is designated to be the Upper Mississippi River System Refuge Zone Supervisor. The Service liaison shall attempt to handle mutual management concerns regarding lands subject to this agreement at the field level with State Managers/Biologists, while maintaining coordination with the State liaison. The State liaison will act as the interagency point of contact for issues that may arise from provisions of this agreement, and for other issues that require a cross-program response or involvement on the part of the State.

8) The State shall regulate hunting, fishing and trapping activities on these lands, consistent with State resource goals and objectives, Refuge System mission, and Corps conservation responsibilities. The State is also authorized to enforce the provisions of 17 IL. ADM. CODE 110, Public Use of State Parks and other properties of the Department of Natural Resources, and any other state law or administrative rule pertaining to the protection or management of natural resources, on these lands to the extent such is not inconsistent with the purposes of this agreement. Through the yearly reporting process, or as necessary, the State will supply the Service and Corps copies of updated State regulations which apply to these lands, subject to provisions herein, if there are any changes. The State is the lead enforcement agency for State regulations pertaining to lands subject to this agreement. The Corps and/or Service may assist with resource protection by utilizing applicable Code of Federal Regulations (CFR) in instances where State regulations prove to be inadequate to address an issue.

9) By March 1 each year, the State will provide the Service a brief written summation of prior calendar year management activities and relevant issues. This report will also address future plans for capital improvement, etc. addressing the above topics by the scheduled meeting date each year. Topics covered in annual report shall include, but not limited to, management issues listed below:

- (a) Boundary management problems, including actions to address trespass or unauthorized uses;
- (b) Report of completed construction and improvements, including project costs;
- (c) Report of planned future construction, as approved in existing management plans, or identified in new planning effort;
- (d) Report of conceived changes in land management strategy;
- (e) Cropland acreage utilized; amount of crop that was deemed excess to wildlife management needs including amount of receipts for sale of such crops; and amount and nature of expenditures derived from surplus crop funds;
- (f) Any changes to State and Federal regulations that pertain to these lands and responsibilities of each agency.

- (g) Any problems or opportunities relating to General Plan land management for interagency coordination or consideration.

The Service liaison will consolidate a concise written annual report from this submitted material for submission to the Corps. An annual coordination meeting will also be organized by the Service each year on or before April 1 with each of the three Corps District (St. Louis, Rock Island, and St. Paul) and the States managing General Plan lands (Illinois, Iowa, and Missouri). The agenda of the meeting shall include information specific to any changes and activities during the previous calendar year and information concerning proposed future projects.

10) This agreement may be relinquished by the State at any time by giving the Service at least one-year's notice in writing, unless a shorter notice period is mutually agreed upon.

11) In the event that problems are identified in compliance with any of the terms and conditions of this agreement, the following dispute resolution procedures will be followed:

- (a) State liaison will meet with Service liaison to discuss the matter and attempt to resolve the matter at the lowest administrative level.

- (b) If the above step is unsuccessful the State liaison, Service Liaison and Corps District Operation Managers will meet to discuss the pertinent issue and seek resolution;

- (c) In the event that informal efforts to resolve the issue at the field level are not successful, the State Division Chief and the Service Regional Refuge Chief will meet with the appropriate District Engineer to seek written resolution; and

- (d) Finally, if the matter remains unresolved, it will be referred to the Corps Division Engineer whose decision will be final.

12) The State agrees to confer with the Service on any application for an instrument granting permanent rights-of-way for roads, telephone lines, power lines, and other similar uses over, across, in and upon the above described lands. During such conferral the State will indicate its recommendation as to the

application, with a statement that such proposed uses will or will not interfere with the purposes for which these lands are made available to the State. No entry will be allowed by the State on such lands for these purposes until the State receives notice that permission is granted. If applications for such permanent rights-of-way are received firsthand by the Corps Division Engineer or the Service, they will be referred to the State for such recommendation as it may care to make relative to issuance of a permit.

The provisions above in this Service/State "step-down" agreement have been modified for readability from the list of conditions which pertain to all GP lands, as detailed in the Cooperative Agreement between the Corps and the Service. If any clarifications in Agreement provisions are required, the source Agreement between the Corps and the Service should be utilized.

  
\_\_\_\_\_  
Director,  
Illinois Dept. of Natural Resources

3-30-12  
(Date)

**APPROVED FOR EXECUTION**

Date: 3/27/12

Legal Counsel:  IDNR

  
\_\_\_\_\_  
Regional Director, Region 3  
U.S. Fish and Wildlife Service  
Department of the Interior

3.22.12  
(Date)