



**DATE:** April 6, 2026  
**MEMO TO:** Sara Knizhnik, Chair  
Operations Committee  
**FROM:** Pati Vitt  
Director of Natural Resources

**RECOMMENDATION:** Approve Updated Farm Management Program Procedures.

**STRATEGIC DIRECTIONS SUPPORTED:** Leadership, Conservation

**FINANCIAL DATA:** There are no financial impacts associated with the update.

**BACKGROUND:** The District originally established the Farm Management Program (“Program”) to provide cost-effective, interim land use and management strategies for parcels that are in agricultural production at the time of their acquisition by the District. Temporary, continued agricultural use is often a sound economic and ecological interim management strategy until the District is ready to convert such parcels to permanent District uses.

In September 2025, the Board approved an amended Farm Management Program Policy (“Policy”). The Policy authorizes and directs the Operations Committee to prepare and approve amended “Farm Management Program Procedures” (“Procedures”) to guide implementation of the updated Policy. The attached Procedures have been updated to reflect the amended Policy, including the following changes:

- Updated guidelines for selecting parcels for inclusion in the Program and administering the annual public bidding process;
- Procedures for administering the award of licenses without public bidding under certain “Special Circumstances” and using “Alternate Procedures” as authorized by the updated Policy, which includes greater flexibility for licenses on newly acquired parcels, to address site-specific limitations, and to align with planned projects;
- Updated language for determining whether a bidder is “responsible,” including consideration of any previous failure to comply with District policies or procedures; and
- Updated guidelines for developing and administering conservation plans for licensed parcels, including allowances for fall tillage if a cover crop is installed.

**REVIEW BY OTHERS:** Chief Operations Officer, Director of Finance, Manager of Board Operations, Corporate Counsel.

**MOTION:** Motion to approve the updated Farm Management Program Procedures attached to District staff’s April 6, 2026, memorandum.

**APPROVAL:**

Date: \_\_\_\_\_  Roll Call Vote: Ayes: \_\_\_\_ Nays: \_\_\_\_  
 Voice Vote Majority Ayes; Nays: \_\_\_\_

**Farm Management Program  
Procedures  
2026**

**Lake County Forest Preserve District**

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## **INTRODUCTION**

The Lake County Forest Preserve District (District) desires to promote the ecological integrity of its preserves and actively conserve, restore and manage its natural resources, including populations of native species and their habitats, so visitors to the District's preserves can enjoy their scenic beauty and diversity. In addition to natural resource conservation, the District provides for innovative education, recreation and cultural opportunities, and for visitor safety when pursuing these opportunities.

The rapid urbanization of Lake County has converted a predominantly agricultural landscape into a mosaic of suburban and urban developments mixed with agricultural and remnant natural areas. Many parcels of land, when acquired by the District, are in agricultural production. During the time period after purchase of such parcels, and prior to the implementation on such parcels of a permanent District use (such as public access, facility improvement, or restoration projects), continued agricultural use of the parcel is often an economical interim management strategy.

The Farm Management Program (Program) provides, where appropriate, for the interim farming use of such parcels until they are ready for permanent District uses. Through a public competitive bidding process, the District awards farm licenses to, and enters into a license agreement (Farm License Agreement) with, farmers (Licensees) for the purpose of temporarily farming the licensed parcels (Licensed Property). The benefits of the Program include (a) providing for interim management of the parcels, (b) generating revenue for the District, and (c) allowing the District time to generate plans and funds for establishing permanent District uses on such parcels.

The District Farm Management Program Policy (Policy) implements the Program and establishes policy objectives for the Program (Policy Objectives). Collectively, the Policy Objectives promote (a) implementation of farmland management standards that ensure adequate protection and conservation of natural resources and (b) equitable and efficient award of farm licenses to Licensees.

Through these "Farm Management Program Procedures" (Procedures), the District will implement the Policy Objectives. The Policy authorizes the District's Operations Committee to prepare, approve, amend, and implement the Procedures and to delegate certain implementation authority to the Executive Director.

## **SECTION 1: Land Acquisitions With Existing Farm Leases**

### ***1.1 Planning Committee Rules for Land Acquisitions***

It is not uncommon for the District to acquire a parcel that is subject to an existing farm lease. In that situation, the District will follow the land acquisition provisions of the District's "Planning Committee Rules" that have been approved by the Board of Commissioners (as they may be amended or replaced). This may include, as specified by and in accordance with the Planning Committee Rules, (a) attempting to enter into a Farm License Agreement with the existing lessee or (b) assuming the farm lease and, upon expiration of the lease, attempting to enter into a Farm License Agreement with the former lessee.

### ***1.2 Notification of FSA***

When the District acquires a new parcel subject to an existing farm lease, the District shall notify the Farm Service Agency (FSA) and provide the FSA with a copy of the deed for the parcel, a map depicting the location of the parcel, and a copy of the existing farm lease. The District shall request from the FSA the tract and field number assigned by the FSA for all fields in production on the parcel.

## **SECTION 2: Public Bid Process**

### ***2.1 Schedule for Identifying Program Parcels and Competitive Bidding***

Each year, the District will identify parcels for inclusion in the Program and award Licenses for available parcels in accordance with the Policy. Except in the case of "Special Circumstances" as defined in the Policy (Special Circumstances), such process shall be based on a competitive public bidding process completed in accordance with Section II.B of the Policy and substantially in accordance with the following schedule:

On or before September 1	District staff shall mail notices of lease or license expiration to all lessees and licensees whose leases or licenses will expire on December 31 of the current year. If a license is due to expire any time other than December 31, staff shall provide a courtesy notice at least 30 days prior to expiration, or otherwise as required by the lease or license.
On or before October 15	District staff shall recommend to the Executive Director which District parcels should be included in the Program, retired from the Program, and partially included in and partially retired from the Program.
By November-December	Executive Director shall recommend, and the Operations Committee shall review and determine, which District parcels will be advertised for competitive public bidding.  District staff shall mail notices of retirement to the FSA.  District staff shall publish advertisements for bids for licenses for District parcels that will be included in the Program during the following year, along with all bid documents necessary for prospective Licensees to submit such bids: (a) at least once in one newspaper with a general circulation within the District, and (b) on the District's website at: <a href="http://www.LCFPD.org/bids">http://www.LCFPD.org/bids</a> .

On or before December 31	District staff shall publicly open all responsive bids received for licenses for District parcels included within the Program.  The Operations Committee shall recommend awards of licenses based on the bids received.  The Board shall consider whether to award farm licenses in accordance with the Operations Committee recommendations and the Policy.
On or before January 15	District staff shall mail notice of license awards to all winning bidders.
On or before February 28	Licensees must submit to the District executed Farm License Agreement and other documents identified in Section 3.2.
On or before February 1	Deadline for a Licensee to submit a written request for mutual termination of a Farm License Agreement.
On or before March 20	District staff shall return a copy of the fully executed Farm License Agreement to Licensee.

The above schedule may be modified where Special Circumstances exist and “Alternative Procedures” are utilized in accordance with Section II.B of the Policy. The award of any license utilizing Alternative Procedures shall be subject to review and recommendation by the Operations Committee and final decision by the Board in accordance with the Policy.

## **2.2 Selection of Parcels for Inclusion in the Program**

The Executive Director will consider a District parcel for inclusion in the Program when (a) the parcel is subject to an existing Farm License Agreement that will expire at the end of the current year, (b) the parcel is subject to an existing farm lease that the District assumed upon acquisition of the parcel that will expire at the end of the current year, (c) the parcel was subject to an existing license or lease that was terminated during the current year, or (d) the Executive Director determines that consideration of the parcel would otherwise be appropriate. The Executive Director shall comply with the following standards when determining whether to include a parcel in the Program:

- a) The Executive Director shall not include in the Program parcels for which the District has prepared plans for immediate, permanent District use;
- b) If the District has prepared plans for permanent District use of a parcel beginning within four years after the year that the parcel will be included within the Program, the Executive Director may recommend licensing the parcel (or renewing an existing license for the parcel) for a term of one, two, or three years such that the length of the license term will not interfere with the planned schedule for permanent District use of the parcel;
- c) If the District has not prepared plans for permanent District use of a parcel within four years after the year that the parcel will be included within the Program, and unless other Special Circumstances exist, the term for a license generally will be four years; and
- d) The Executive Director may approve the assembly of any parcels into one Licensed Property subject to one Farm License Agreement. The Executive Director shall not assemble parcels that have differing license terms. However, the Executive Director may determine that Special Circumstances exist and solicit bid(s) for term(s) of less than four

years to align the license terms of adjacent parcels for potential future assembly, if doing so is in the best interest of the District.

### **2.3 *Determination of Tillable Acreage***

Before the District includes parcels within the Program and advertises for competitive bids for parcel licenses, District staff shall determine field borders and calculate tillable acreage within each field on each parcel by examining the most current aerial photograph of each parcel. The tillable acreage for each field shall include farmed wetlands, but not non-farmed wetlands, wetland buffers, and grass waterways. District staff shall determine whether a wetland is farmed or non-farmed by consulting the National Wetland Inventory, Natural Resource Conservation Service (NRCS) Maps and historic aerial photos. District staff shall determine the acreage of all wetland buffers and grass waterways by performing field reconnaissance, examining the most current aerial photos, and/or consulting with NRCS. In making such determinations, District staff also may recommend acreage reductions due to temporary flooding conditions, such as in the case of failure of aging drainage systems. Section 5.3, below, sets forth procedures for considering tillable acreage reductions during the term of a Farm License Agreement.

### **2.4 *Advertisement for Bids***

For each parcel within the Program, the District shall prepare an aerial photograph of the parcel that identifies the parcel number, field numbers assigned by the United States Department of Agriculture Farm Service Agency (if known), the number of tillable acres on the parcel, and the locations on the parcel of farmed wetlands, non-farmed wetlands, wetland buffers, and grass waterways. Before the District advertises for competitive bids for parcel licenses, these aerial photographs will be made available for public inspection on the District's website and at the following location:

Lake County Forest Preserve District  
1899 West Winchester Road  
Libertyville, IL 60048  
Attention: Purchasing Department

The advertisements for competitive bids shall describe the parcels that will be licensed, the deadline for bidders to submit bids, the time and date when bids will be publicly opened and read aloud, and the locations where bidders may obtain all documents necessary to submit bids (Bid Packet).

The Bid Packet shall include:

- a) A description of the parcels that will be licensed, the aerial photographs described above, any Conservation Plans (CP) for the parcels, and the deadline for submitting bids;
- b) Instructions to Bidders;
- c) An Application to Farm and Bid Proposal Form in forms prepared by District staff;
- d) A copy of the District's standard Farm License Agreement;
- e) The bidder's vendor status form; and
- f) Copies of the District's Farm Management Program Policy and these Procedures.

The District shall make the Bid Packet publicly available on the District's website at <http://www.LCPFD.org/bids> beginning on the date that the District advertises for bids until the date that bids shall be publicly opened. The District shall maintain a list of prospective bidders. Prospective bidders who desire to download the Bid Packet must first register with the District on the District's website. On the date that the District advertises for bids, the District shall send an email notification to registered prospective bidders directing them to the Bid Packet published on the District website. In addition to registering online, prospective bidders may register by contacting the District's Purchasing Department at 847-968-6640. Prospective bidders may also inspect a hard copy of the Bid Packet at the District's General Office located at 1899 West Winchester Road, Libertyville, IL 60048 with advance notification to the Purchasing Department at [purchasingdept@lcpfd.org](mailto:purchasingdept@lcpfd.org).

To submit a bid, bidders must complete an Application to Farm/Bid Proposal Form for each parcel that the bidder desires to license. Each bidder must, prior to the deadline for the submission of bids, deliver these completed documents in a sealed envelope clearly marked as required by the Instructions to Bidders in the Bid Packet to the District's General Offices located at 1899 West Winchester Road, Libertyville, IL 60048.

## **2.5 Bid Opening and Award of Bids**

At the time and date set for opening all bids, the District shall, at the District's General Offices, publicly open and read aloud all bids received for parcel licenses under the Program. The Executive Director and Operations Committee shall recommend, and the Board may award, farm licenses for the parcels included within the Program.

Bids will be evaluated in accordance with the Policy and based on the following criteria:

- a) The bidder's price per acre bid;
- b) The bidder's farming experience;
- c) The bidder's past performance, including any past performance under a District Farm License Agreement; and
- d) The bidder's references, if requested by the District.

For licenses awarded through competitive bidding, the Executive Director or their designee will recommend to the Operations Committee and Board that the license be awarded to the highest responsible bidder. The Executive Director may recommend that a bidder be determined to be not responsible if the bidder: (a) owes outstanding license fees or taxes to the District, (b) has less than five years of farming experience, (c) proposes a bid price per acre that is less than \$50.00, (d) has previously not complied with District policies or procedures, or (e) otherwise is determined not to be a responsible bidder by the Board.

Bid Packets will specify that:

- a) All prices stated in a bidder's Application to Farm and Bid Proposal Form shall be firm. The bidder may not change its bid for a period of sixty (60) days after the date that the District publicly opens the bids, even after the District has awarded a license for such parcel.
- b) Each bid submitted to the District is an offer by the bidder to license the applicable parcels in accordance with the terms of the Farm License Agreement. Upon the

Board's award of a license, the Licensee will be bound by the terms of, and obligated to enter into, the Farm License Agreement with the District. A copy of the Farm License Agreement shall be included in the Bid Packet.

- c) If the bidder fails to enter into, or breaches, the Farm License Agreement, the District will have the right to (a) terminate the Farm License Agreement, (b) expel the former Licensee from the parcels subject to the terminated Farm License Agreement, (c) award a license for these parcels to the next highest responsible bidder, and/ or (d) pursue all remedies available to the District pursuant to the Farm License Agreement and at law and in equity.

### **SECTION 3: Farm License Agreement and Required Documentation**

#### **3.1 Notification of Award**

After the Board has awarded licenses for the parcels within the Program, District staff shall notify awardees in writing of the license award. The written notice of the license award shall include the District's standard Farm License Agreement.

#### **3.2 Required Documentation**

Before February 28<sup>th</sup> of the year that the Farm License Agreement term will begin, a Licensee must submit the following information and documentation to the District:

- a) The Farm License Agreement executed by the prospective Licensee;
- b) Up-to-date contact information of the Licensee, including: the Licensee's name, physical address, billing address (if different than the physical address), phone number, cellular phone number, and e-mail address.
- c) Evidence acceptable to the District of insurance policies and coverages maintained by the Licensee that comply with the minimum insurance requirements set forth in the District Farm License Agreement and that name the District as "additional insured."
- d) A copy of a valid State of Illinois Pesticide Applicator's License for each person who will apply pesticide on the Licensed Property, including any contractors. A copy of a valid out-of-state Pesticide Applicator's License is sufficient only if it is also valid in the State of Illinois.
- e) A list of all persons who will work on the Licensed Property.
- f) Payment to the District for any amount incurred by the District to prepare the CP for the parcel that will be subject to the Farm License Agreement, including without limitation soil testing and nutrient management plan creation fees.

If a prospective Licensee does not submit this information and documentation to the District on or before February 28<sup>th</sup> of the year that the Farm License Agreement term will begin, the Executive Director and Operations Committee may recommend that the Board award the farm license for the Licensed Property to the next highest responsible bidder, if it has not withdrawn its bid, or otherwise award a license for the Licensed Property in accordance with Alternate Procedures under the Policy.

Throughout the license term, each Licensee shall submit to the District evidence acceptable to the District that the Licensee continues to maintain the minimum insurance policies and coverages as required by the Farm License Agreement. The Purchasing Department shall keep a record of such evidence of insurance. Each License Agreement shall provide that: (i) if at any time during the term of the Farm License Agreement any of a Licensee's required insurance policies are cancelled, the Licensee must notify the District within 10 days of such cancellation; and (ii) failure by Licensee to maintain the minimum required insurance policies and coverages may result in License termination.

### **3.3 *District Authorization of Farm License Agreement***

After a Licensee has submitted to the District all of the documentation and information required by Section 3.2 of these Procedures, the President will execute, and the Board Secretary will attest, the Farm License Agreement on behalf of the District.

Natural Resources staff shall provide a fully executed copy of the Farm License Agreement to the Licensee, and shall maintain a copy of the Agreement for its use to distribute to the District Accounting Department, and any other persons that District staff, as necessary. The District shall send a letter to each Licensee with the fully executed Farm License Agreement notifying the Licensee that the District has fully executed the Farm License Agreement. The letter also may refer the Licensee to information about NRCS technical assistance programs.

## **SECTION 4: Farm Revenues**

### **4.1 *Annual Payments***

Each Licensee shall pay license fees annually in accordance with the terms of the Farm License Agreement no later than December 31st of each year during the license term, unless otherwise specified in the License Agreement. Licensees shall remit payment by check to:

Lake County Forest Preserve District  
Accounting Department  
Attention: Principal Account Clerk – Receivable  
1899 West Winchester Road  
Libertyville, Illinois, 60048

Questions regarding payment should be made to the District Accounts Receivable Department.

### **4.2 *Taxes***

Each Farm License Agreement shall require that, during its term, the Licensee shall pay, before any fine, penalty, interest or other cost is added thereto, any and all real estate taxes or other *ad valorem* taxes, levied or assessed on the Licensed Property and any other tax or governmental charge arising out of the Licensee's use of the Licensed Property. The District shall not be responsible for any such taxes on the Licensed Property. The District, at its option, may pay any such tax or governmental charge and charge the Licensee for the full amount paid by the District. The Licensee shall reimburse the District for any such amount within ten (10) days of receipt by Licensee of the District's demand for reimbursement.

## **SECTION 5: Farm License Retirement, Acreage Reductions, and Terminations**

### **5.1 *Farm License Review by District***

In connection with the annual review of parcels for inclusion in the Program as discussed in Section 2.1, the Executive Director and Operations Committee or Board, as the case may be, may retire a Licensed Property, in whole or part. The following factors may be considered in determining whether to retire a parcel from the Program: (a) immediate opportunities or implementation plans for site development or restoration, (b) whether retirement or reduction from farming will reduce soil erosion, or protect critical habitat that support rare, threatened or endangered species, (c) whether retirement is necessary or appropriate for the District to comply with tax covenants made by the District in its ordinances authorizing the issuance of tax-exempt bonds, or (d) any other reason related to the management and operation of the District's properties and affairs.

### **5.2 *License Retirements After Expiration of Farm License Agreement***

If the Executive Director and Operations Committee or Board decides to permanently retire a District parcel, or any part thereof, from the Program upon the expiration of the then-effective Farm License Agreement for such parcel, the District shall send a written notice of retirement to the FSA. This notice shall include the tract and field numbers of the parcel slated for full or partial retirement, a map depicting the parcel, or part thereof, being retired, the effective date of retirement, and the reason for retirement. Upon the expiration of the Farm License Agreement for the retired parcel, the former Licensee of such parcel shall return to the District all keys used to gain access to the parcel.

### **5.3 *Termination or Acreage Reductions During the Term of a Farm License Agreement***

Each Farm License Agreement shall reserve to the District the right to terminate or amend the Farm License Agreement to reduce the acreage of the Licensed Property at any time during the term of the Farm License Agreement. The Operations Committee may retire or reduce the licensed acreage of a License Parcel as provided in the applicable Farm License Agreement and in accordance with the Policy. Unless otherwise provided in the Farm License Agreement for a particular parcel, such reductions shall be subject to:

- a) Equitable reduction of the annual license fee;
- b) Written notice to the Licensee at least 30 days before the effective date of the amendment describing, as applicable: (i) the parts of the Licensed Property that will no longer be subject to the Farm License Agreement (Removed Parcel), (ii) the parts of the Licensed Property that will remain subject to the Farm License Agreement, (iii) the amount of the reduction in tillable acreage, and (iv) the reduced annual license fee; and
- c) If the Licensee has tilled or planted any parts of the Removed Parcel prior to receiving notice of the reduction, equitable reimbursement for the cost of fertilizer and pesticides (upon receipt of evidence acceptable to the District of the amount paid by the Licensee for the fertilizer and pesticides and the rate at which the Licensee applied them to the Removed Parcel) and the loss of any un-harvested crops planted on the Removed Parcel.

If the District reduces the tillable acreage of the Licensed Property, District staff or Licensee may request that the FSA reconstitute the field so that the Licensee may receive federal subsidy for the remaining Licensed Property.

#### **5.4 *Mutual Termination of Farm License Agreement***

A Licensee may submit a written request to the District for mutual termination of the Farm License Agreement if natural conditions on the Licensed Property or other circumstances beyond the Licensee's control cause extreme economic hardship for the Licensee. Such requests shall be submitted and considered in accordance with the Policy.

### **SECTION 6. Natural Resource Conservation**

#### **6.1 *District-approved Conservation Plans***

With assistance from NRCS, the District will prepare a CP for each Licensed Property on which the Licensee will engage in row crop farming, tillage, fertilizer application, or similar activities. Unless otherwise provided in the Farm License Agreement, the Licensee shall reimburse the District for all costs incurred by the District to prepare the CP and to complete soil testing and nutrient management plans no later than February 28<sup>th</sup> of the first year of the Farm License Agreement term. The District shall keep each CP for each Licensed Property on file and shall deliver a copy of each CP to NRCS. Any proposed modifications to the CP during the term of the Farm License Agreement must be approved by the District in consultation with NRCS.

Each CP will (a) include a Resource Management System Plan (RMS Plan), (b) incorporate the District's Conservation Guidelines, and (c) conform with all requirements of the Policy and these Procedures, including without limitation the requirements set forth in Sections 6.1.1 through 6.1.5, below.

Each Farm License Agreement shall require the Licensee to comply with the CP and provide that the District may terminate the Farm License Agreement if the Licensee violates any of the provisions of the CP, including without limitation the RMS Plan and the Conservation Guidelines.

##### **6.1.1 *Soil Conservation Guidelines***

The following soil conservation guidelines shall be incorporated into every CP:

- a) The Licensee must reduce soil loss to  $T = 2$  on Non-Highly Erodible Soils (NHEL) soils, regardless of soil type or slope, and "T" on Highly Erodible Soils.<sup>1</sup>
- b) Unless otherwise requested or directed by the District in writing, the Licensee shall not engage in Fall tillage of the Licensed Property unless: (a) a cover crop is installed on the Licensed Property immediately following the tillage that meets NRCS guidelines, and (b) such activities receive prior written approval from the District's Executive Director.

##### **6.1.2 *Water Quality Guidelines***

The following water quality guidelines shall be incorporated into every CP:

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<sup>1</sup> "T" stands for tolerable soil loss in tons/acre/year set by the United States Department of Agriculture-NRCS. For most soil types, T ranges between 3 and 5 tons/acre/year, a rate that does not require the use of conservation tillage on most NHELs.

In accordance with Sections 6.1.1, 6.1.3, 6.1.4, and 6.1.5 of these Procedures, the Licensee shall reduce the amount of nutrient and chemical runoff into waterways and wetlands by:

- a) Using proper soil conservation practices.
- b) Following the nutrient management plan and pesticide management plan.
- c) Maintaining the appropriate buffer widths.
- d) Keeping accurate records of nutrient amendments and pesticide applications.

### **6.1.3 Nutrient Management Guidelines**

The District will develop a nutrient management plan approved by NRCS for each Licensed Property. The Farm License Agreement or CP shall require each Licensee to comply with the nutrient management plan at all times unless the District provides advance written approval of any departure from the plan. The following implementation requirements shall be incorporated into each nutrient management plan:

- a) Each Licensee shall prepare and submit to the District, by December 31<sup>st</sup> of each year, annual fertilizer reports and any other information necessary to demonstrate whether Licensee is complying with the RMS Plan nutrient application worksheet. These fertilizer reports shall include the following information: crop types, fertilizer types, fertilizer brands, fertilizer application rates, fertilizer concentrations, dates of fertilizer application, methods of fertilizer application, and soil conditions during fertilizer application (e.g., frozen, thawed, wet, dry, planted, or unplanted). Failure to submit an annual fertilizer report to the District is an event of default under the Farm License Agreement.
- b) No Licensee shall apply manure as a fertilizer to the Licensed Property.
- c) No Licensee shall apply any fertilizer to the Licensed Property during the Fall season.
- d) No Licensee shall use biosolids (an organic material resulting from the treatment of wastewater) on the Licensed Property.
- e) Each Licensee shall submit to the District invoices for the purchase of all fertilizer that the Licensee has applied to the Licensed Property to demonstrate that the nutrient management plan has been implemented as approved by NRCS.

### **6.1.4 Wetland Buffer Guidelines**

The District may establish wetland buffers and grass waterways on the Licensed Property. The District and NRCS shall determine the required wetland buffer and grass waterway widths for a Licensed Property by performing site assessments. The District, in consultation with NRCS, shall determine the plant composition of the buffers and waterways on each Licensed Property. Isolated depressions within farmed fields that are wet during some years and dry during others and are not federal jurisdictional wetlands (i.e., farmed wetlands) may not require buffering. During the first year of the license term, the District shall mark with permanent stakes the location of all buffers on the Licensed Property before the Spring planting season.

Each CP shall require the Licensee to be responsible for (a) maintaining all wetland buffers and grass waterways in the Licensed Property, (b) all costs and expenses necessary to repair any damage to any wetland buffer and grass waterway resulting from herbicide drift, trampling,

or rutting caused by farm equipment, and (c) reseeding and mowing damaged areas as instructed by the District.

### **6.1.5 Pesticide Management Guidelines**

The District will develop a pesticide management plan approved by NRCS for each Licensed Property. The Farm License Agreement or CP shall require each Licensee to comply with the pesticide management plan at all times unless the District provides advance written approval of any departure from the plan.

The following requirements shall be incorporated into the pesticide management plan relating to the use and documentation of the pesticides, herbicides, insecticides, and fungicides (collectively, Pesticides) used on the Licensed Property in accordance with the pesticide management plan:

- a) Each Licensee shall prepare and submit to the District, by December 31<sup>st</sup> of each year, annual Pesticide application reports and any other information necessary to demonstrate whether Licensee is complying with the RMS Plan pesticide record worksheets. These annual reports shall include: type of crop(s) planted on the Licensed Property, type of Pesticide applied to the Licensed Property, Pesticide application rates, target species, Pesticide concentrations, dates of Pesticide application, Pesticide brands, identity of Pesticide applicator, and methods of Pesticide application. Failure to submit an annual Pesticide report to the District is an event of default under the Farm License Agreement.
- b) Licensee shall follow the pesticide application procedures set forth in the RMS Plan.
- c) Only trained, licensed Pesticide applicators may apply pesticide to the Licensed Property, and the licensed applicator shall follow the Pesticide instructions provided by the Pesticide manufacturer.
- d) Licensee shall not use herbicides on the Licensed Property that cause carry-over injury to rye that is equal to or greater than 12 months, including without limitation the following herbicides: Atrazine and Atrazine-containing compounds (including without limitation Bicep, Buctril, Bullet, Extrazine, Laddock, Lariat, Marksmen, and Sutazine), Canopy, Command, Commence, Passport, Princep, Pursuit, Pursuit Plus, Salute, Scepter, Sencor, Squadron, Tri-Scept, and Turbo.
- e) Licensee shall be responsible for all costs and expenses necessary to repair any damage to wetland buffers caused by pesticide drift.

### **6.2 Monitoring**

The District shall monitor each Licensee's compliance with the Farm License Agreement and CP. Each Licensee has a continuing duty to update all documentation that the Licensee must submit to the District pursuant to the Farm License Agreement. The District shall keep all such documentation on file.

The District and NRCS may perform random or targeted field assessments to monitor each Licensee's compliance with the CP, including without limitation the RMS plan and the Conservation Guidelines. Monitoring may include percent residue surveys, field checks, review of CPs, and personnel contact with Licensees. If the District or NRCS finds that the Licensee's practices do not comply with the CP, the Licensee shall be in default of, and the District may terminate, the Farm License Agreement.