



Bringing People and Nature Together

Forest Preserve District

OF WILL COUNTY

17540 W. Laraway Road / Joliet, IL 60433
815.727.8700 / fax 815.722.3608
ReconnectWithNature.org

JOE VANDUYNE, President
RACHEL VENTURA, Vice President
MICA FREEMAN, Secretary
TYLER MARCUM, Treasurer

MEMORANDUM

TO: BOARD OF COMMISSIONERS OF THE FOREST PRESERVE DISTRICT OF WILL COUNTY

FROM: Ralph Schultz, Executive Director

DATE: June 17, 2021

SUBJECT: Approval of Resolution No. 21-16 Amending the Forest Preserve District of Will County Agricultural Use Policy.

Background

The current Forest Preserve District of Will County Agricultural Use Policy (Policy) was adopted by the Board of Commissioners in 2013. In August 2019, staff began Conservation Farming practices in the Farm Program Specifications and the Farm License Agreements based on recommendations from an Ad-Hoc committee of staff, consultants, representatives of the Will County Farm Bureau and Commissioner Ogalla. Most notable was the change from conventional tillage of farmland to only allowing no-till and strip-till methods on Forest Preserve farmland. However, the planting of cover crops, contour farming, installation of pollinator strips and contour prairie strips were also included in certain Farm License Agreements.

The 2022 Farm License Program further extends the established Conservation Farming practices by including Regenerative Agriculture goals, adding an Organic Farm License area and restricting the use of soybean seeds treated with neonicotinoids. The amended Policy codifies the goals of Regenerative Agriculture and outlines the agricultural activities that conform to the specifications of conventional and organic farming included in the Farm License Agreements. Both a “Clean” and “Redline” version of the Policy are attached for your review.

Recommendation

Staff recommends Approval of Resolution No. 21-16 Amending the Forest Preserve District of Will County Agricultural Use Policy.

If you have any questions regarding this policy, please feel free to contact me.

History:

06/30/21 Forest Preserve District Operations Committee APPROVED

Attachments:

Attachment 1 - JUL21- RES - Ag Policy Revision (DOCX)

Attachment 2 - 2022 Ag Policy_RedLine (PDF)

Attachment 3 - 2022 Ag Policy (PDF)

Resolution No. 21-16

**A RESOLUTION UPDATING THE AGRICULTURAL USE POLICY
OF THE FOREST PRESERVE DISTRICT OF WILL COUNTY**

WHEREAS, the purpose of Forest Preserve Districts by State statute is to “acquire in the manner hereinafter provided, and hold lands containing one or more natural forests or parts thereof or land or lands connecting such forests or parts thereof, or lands capable of being forested, or capable of being restored to a natural condition; for the purpose of protecting and preserving the flora, fauna, and scenic beauties within such district, and to restore, restock, protect, and preserve the natural forests and such lands together with their flora and fauna, as nearly as may be, in their natural state and condition, for the purpose of the education, pleasure, and recreation of the public” (70 ILCS 805/5); and

WHEREAS, the Forest Preserve District of Will County’s (Forest Preserve) mission is to protect, conserve, enhance, and promote Will County’s natural heritage for the educational, recreational, and environmental benefit of present and future generations; and

WHEREAS, periodically the Forest Preserve acquires farmlands which may contribute to the Forest Preserve’s mission, vision, goals, objectives, and plans; and

WHEREAS, from time to time it becomes necessary and appropriate for the Forest Preserve District of Will County to develop, embrace and/or amend various polices which guide the organization in administering its statutory mandate; and

WHEREAS, the Executive Director has reviewed and amended such a policy for consideration entitled the “Forest Preserve District of Will County Agricultural Use Policy, 2022 Administrative Procedures” and attached as “EXHIBIT A”

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Commissioners of the Forest Preserve District of Will County, Illinois, as follows:

SECTION I. Interim agricultural use for row-crop or hay farming is an appropriate use of Forest Preserve holdings when it is compatible with and beneficial to Forest Preserve goals, objectives, plans, and uses. Active farming of land provides for weed management, and other actions necessary for future restoration and development success by the Forest Preserve.

SECTION II. Agricultural licenses not created as per the terms of a land sales contract shall be openly advertised to the public. The license shall be awarded to the highest qualified bidder and approved by the Board of Commissioners. Property with farmland acquired after the annual farm license bid program may be licensed to the existing or previous tenant until such time as the farm can be incorporated into the Forest Preserve farm program.

SECTION III. Farm licenses approved by the Board of Commissioners can be multiple terms, depending on special conditions of the farm license, but subject to annual reauthorization by the Committees and Board of Commissioners. The fees and conditions approved by the Board of Commissioners at the inception of the license shall be retained, unless there is sufficient cause or interest by the parties to seek modification.

SECTION IV. The Farm Program and Organic Farm Program shall be based on the principals that drive Regenerative Agriculture and demonstrate the same land stewardship as other land use at the Forest Preserve.

SECTION V. The Executive Director shall approve and maintain the Agricultural Use Policy and Administrative Procedures and may be periodically updated by Staff.

SECTION VI. This Resolution hereby supersedes Resolution No. 13-20.

Passed this 7th day of July 2021.

JOE VANDUYNE, President
Board of Commissioners
Forest Preserve District of Will County

ATTEST:

MICA S. CARNAHAN-FREEMAN, Secretary
Board of Commissioners
Forest Preserve District of Will County

Aye: _____
Nay: _____
Pass: _____

~~District Agricultural Use Policy~~
~~2013 Administrative Procedures~~

~~Last Update June 14, 2012~~

~~Revisions - November 14, 2013~~

~~Approved~~

Executive Director: _____

Date: _____



~~Planning and Development Department~~

Attachment: Attachment 2 - 2022 Ag Policy_RedLine (Approval of Resolution No. 21-16 Amending the Agricultural Use Policy)

Forest Preserve District of Will County
Agricultural Use Policy
2022 Administrative Procedures

Last Update – November 14, 2013

Revised – July 15, 2021

Approved

Ralph Schultz, Executive Director

Date: July 15, 2021



Conservation Department
Forest Preserve District of Will County

Table of Contents

District Agricultural Use

1.0	Introduction	3
2.0	Definitions	
3.0	Usage of Agricultural Lands	3
3.0	Licensing	4
3.1	Evaluation Criteria	4
3.2	Farm License	3
3.3	License Fee	4
3.4	License Review and Approval Process	6
	Exhibits	7
A.	Farm License Program Specifications	

Attachment: Attachment 2 - 2022 Ag Policy_RedLine (Approval of Resolution No. 21-16 Amending the Agricultural Use Policy)

District Agricultural Use

1.0 B. Organic Farm Program Specifications

1.0 Introduction

The purpose of these Administrative Procedures is to guide Staff in following appropriate policies in implementing the Forest Preserve District of Will County's (District) Board of Commissioners adopted Resolution No. 12-16 to regulate the Forest Preserve use of active agricultural lands that are acquired, owned, or managed by the District. This Forest Preserve. Upon adoption of Resolution No. 21-## by the Board of Commissioners, this policy updates and replaces the previous policies (Resolutions No. 91-909, No. 08-24, No. 12-16), and conforms to the District's Organizational Rules. The purpose of these Administrative Procedures is to guide Staff in following and implementing Resolution 12-16, No.13-20. These Procedures are kept current by revisions authorized by the Executive Director.

2.0 Definitions

For the purpose of these Administrative Procedures, "agriculture" is the active stewardship of land for the purpose of producing food, forage, and fiber.

3.0 Usage of Agricultural Lands

Properties considered for agricultural use will be reviewed on a case-by-case basis to determine if continued or resumed farming of the land is desirable or suitable and beneficial to the District Forest Preserve.

Agricultural activities shall comply with the District's Forest Preserve's General Use Ordinance No. 124. and support Regenerative Agriculture Goals, including the following:

- Improve soil structure, reduce erosion, and increase organic matter utilizing a continuous cover and conservation farming methods.
- Increase diversity of organisms within the soil biome and manage the land for soil health.
- Benefit water quality with proper nutrient management, decreasing pesticide use, and decreasing run off and erosion.
- Provide habitat for pollinators and other wildlife with areas of permanent vegetation (buffers, access areas and waterways).

Furthermore, the following activities shall ~~not~~NOT be permitted:

- Silviculture, orchards, nurseries, perennials, and the cultivation of other crops involving trees, shrubs, etc. with a life span exceeding the term of the license, or which may become invasive, unless it is part of a Forest Preserve conservation farming or restoration plan.
- Production of rice, aquaculture, or other aquatic activities which require the impoundment of water.
- Development of apiaries, fur-bearing animal husbandry, or other animal rearing activities which could negatively impact or compete with native wildlife.
- Physical alterations of the land and environment such as earth moving, drainage modifications, tree or brush clearing, etc., unless it is approved as a component of the Farm License or a needed field improvement, and written permission is given.
- Application of “sludge” or other bio-solids.
- Storage of harvested crop or hay on the license area in excess of thirty (30) days.
- Conventional tillage, recreational tillage, vertical tillage, the use of moldboard plows, paraplovs or paratill plows, unless written permission is given
- Spray application (including aerial applications) of neonicotinoid pesticides
- The use of neonicotinoid-treated soybean seed.
- The use of Dicamba and products containing Dicamba

Agricultural activities shall conform to Conservation Farming and Regenerative Agriculture practices, as well as conditions outlined in the Farm License and Organic Farm License:

- All conventional farmland shall be farmed according to the Conservation Farming Specifications (Exhibit A) included in a Farm License Agreement and shall be amended by staff as necessary.

- All organic farmland shall be farmed according to the Organic Farm Program Specifications (Exhibit B) included in an Organic Farm License Agreement and shall be amended by staff as necessary.
- Pesticides, nutrients, and field applications shall be reported to Forest Preserve staff annually as indicated in the Farm License Agreement.
- Certain pesticides may be limited or prohibited as part of a Farm License Agreement.
- Conservation farming practices include, but are not limited to, contour farming, use of cover crops, establishing waterway buffers and installation of pollinator strips or prairie strips as part of the Farm License Agreement.
- As part of transitioning the farmland to other Forest Preserve uses, the planting of cover crops, or other conditions may be included in the Farm License Agreement.
- The control of “noxious weeds”, maintenance of access areas and other grassy areas within the License Area shall be the responsibility of the tenant farmer.

3.0 Licensing

3.1 Evaluation Criteria

The following criteria are used by Forest Preserve Staff and Board of Commissioners to determine the suitability of Forest Preserve property for agricultural use and for granting a Farm License on an interim basis prior to the completion of preserve planning:

- The property was actively farmed within three years of Forest Preserve acquisition.
- The property is not immediately needed for restoration or development by the Forest Preserve.
- The agricultural activity would benefit the Forest Preserve by managing weeds, or preparing the soil for future restoration.
- The agricultural activity is compatible with the use and programming of Forest Preserve land.
- The agricultural use would provide goods, services, or funds to assist in the Forest Preserve’s future restoration and management of its lands.

A new Farm License may be granted to the previous owner or tenant as part of the Land Sales Contract by the Board of Commissioners. Staff may also recommend new Farm Licenses for newly acquired land, or land under a terminated Farm License. Any new Farm Licenses will be competitively bid in accordance with Forest Preserve policies.

3.2 Farm License

The Farm License shall include the following:

- Farm License area acreage, aerial maps, license fee, license fee due dates, license term, and other conditions of the specific Farm License.
- Provision for Finance Committee and the Board of Commissioners to review and approve an extension of the license agreement for the next agricultural year.
- The Forest Preserve is responsible for the payment of real estate taxes on the Farm License area.
- Condition of the acknowledgement of the indemnification of the Forest Preserve against injuries or claims by or upon the license resulting from the usage of the property. Liability for natural or man-induced crop damages must also be waived.
- Submittal of an annual Certificate of Insurance with one million dollars (\$1,000,000.00) of liability insurance on the subject farm throughout the term of the Farm License with an insurance company acceptable to the Forest Preserve. The Certificate of insurance shall name the Forest Preserve District of Will County and its Board of Commissioners, and all employees and agents of the Forest Preserve as additional insured on the liability policy.
- Conditions for the termination of the license, including a thirty (30) day notice of license termination by either party. If terminated by the Forest Preserve without cause, the Forest Preserve shall compensate the licensee for crop loss.
- Special conditions for field improvements, pesticide restrictions, reporting and Farm Program Specifications.
- Provisions for reduction of acres (retiring) of a Farm License or increasing the acres of a farm license when land is acquired adjacent to the existing Farm License area.

3.3 License Fee

Properties suitable for agricultural use will be offered through the Forest Preserve's competitive bid process. The license fee shall be based upon the highest qualified bid for the license area. Qualifications of the applicant and previous experience with the Forest Preserve shall be considered.

The License Fee shall be collected when the License is executed, and annually by September 30 for the subsequent years of the License. The Organic Farm License fees shall be collected at fifty percent (50%) at the time the Organic Farm License is executed and at fifty percent (50%) by January 1 of the following year. For subsequent years of the Organic Farm License, fifty percent (50%) shall be due by September 30 and fifty percent (50%) due by January 1.

3.4 License Review and Approval Process

Approved Farm Licenses shall be reviewed by the Finance Committee and authorized for extension by the Board of Commissioners annually in August. The

previously approved License Fees and conditions will be retained during this reauthorization unless there is cause to modify.

The approval process follows the Forest Preserve's Organizational Rules, and may be summarized as follows:

- Review and recommendation by Forest Preserve Staff.
- Review and recommendation of proposed agricultural use by the Operations Committee.
- Annual review and recommendation on proposed Farm License fee by the Finance Committee.
- Annual approval by the Board of Commissioners.
- Farm Licenses will be signed by the Executive Director following all approvals.

EXHIBIT AFarm Program Specifications1. License Agreement and Required Documentation

Following the Board of Commissioners award of Farm Licenses, written notification shall be sent to each prospective Licensee. Notification shall include a cover letter and a draft of the Farm License Agreement (Exhibit A). The cover letter shall indicate the awarded License Area, acreage, price per acre, annual payment schedule and required documentation. The prospective Farm Licensee shall be invited to the Forest Preserve District of Will County (Forest Preserve) office to submit all required documentation, License fee, and sign the Farm License Agreement.

The prospective Farm Licensee must provide the following:

- 20## Farm License Fee
- A copy of a valid State of Illinois Department of Agriculture, Pesticide ID Card for each individual applying herbicide/pesticide in the License Area, including contractors
- Signed Exhibits (if applicable)
- A list of all persons working in the Farm License Area

The Prospective Farm Licensee shall sign the Farm License Agreement and provide the above documentation by August ##, 20##. If the required documentation, signed Farm License Agreement and Farm License Fee is not received by August ##, 20##, the prospective farm licensee will forfeit the Bid Security (Cashier's Check). The farm license will then be awarded to the second highest qualified bidder, and the bidder will be prohibited from bids within the District's 20## Farm License Program.

The Farm License shall be for a # year agreed term, subject to annual approval and extension by the Board of Commissioners.

The Prospective Farm Licensee shall provide a Certificate of Insurance for no less than \$1,000,000.00 (one million dollars) in general liability insurance. Certificate or Policy shall state "Forest Preserve District of Will County, Board of Commissioners, all employees and agents as additional insured". Proof of insurance shall be received no later than January 1, 20## and renewals on an annual basis by January 1st of each calendar year, unless the policy is continuous. If the Prospective Farm Licensee has a continuous (revolving) policy, documentation of the continuous policy shall be provided to the Forest Preserve. If at any time during the term of the license the Licensee's insurance is cancelled, the Licensee is required to notify the Forest Preserve within 10 days of cancellation with official documentation from their insurance company.

2. Farm License Fees

License fees shall be paid no later than August ##, 20## (bid deposit will be applied to payment) for the 20## production year upon execution of License. Annual license fees shall be paid no later than September 30, for the following production years of the license.

Payments shall be sent to the Forest Preserve District of Will County, 17540 West Laraway Road, Joliet, Illinois 60433, Attention: Michelle Blackburn, Agriculture Specialist. Failure to make timely payments shall impact the Licensee's good standing with the Forest Preserve and may result in termination of the Farm License agreement. Questions regarding payment should be directed to the Forest Preserve's Agriculture Specialist.

3. Farm License Retirement and Acreage Reductions

If the Forest Preserve elects to permanently retire a farm license area (or portion of) a written notice shall be sent to the Licensee. The notification shall be accompanied by a map indicating the field(s) being retired. Should a license area need to be retired prior to end of the license period, the Forest Preserve will notify the Licensee in the fall of the year prior to retiring the license. Reimbursement is dependent on License payment received for that year. Upon retirement by the Forest Preserve, the Licensee shall return the pad lock key (if key was issued) used to gain access to the farm license area.

If the Licensee is not allowed to harvest crops due to a reduction of the license area, the Forest Preserve will compensate the Licensee for nutrients applied, seed, and lost yield at the standard market rate.

4. Farm License Termination

The Forest Preserve may terminate a license with just cause, providing a 30 day written notice. Cause for termination include, but not limited to, non-compliance with license requirements and best management practices, failure to complete agreed field improvements, and failure to submit annual license fee.

5. Conservation Farming Specifications and Regenerative Agriculture

a. Restricted Activities

The Forest Preserve does **NOT** allow the following:

- Silviculture, orchards, nurseries, perennials, and the cultivation of other crops involving trees, shrubs, etc. whose life span exceed the term of the license, or which may become invasive, unless it is part of a ~~District~~ Forest Preserve conservation farming or restoration project plan.

- Rice, aquaculture, or other aquatic activities which require the impoundment of water.
- Apiaries, fur-bearing animal husbandry, or other animal rearing activities which could negatively impact or compete with native wildlife.
- Physical alterations of the land and environment such as earth moving, drainage work, tree or brush clearing, etc., unless it is approved as a component of the agricultural license as part of the management Farm License and/or restoration of the land written permission is given.
- Application of “sludge” or other bio-solids.
 - Storage of harvested crop or hay on the license area in excess of thirty (30) days.
 - Conventional tillage, recreational tillage, vertical tillage, the use of moldboard plows, paraplows or paratill plows.
 - Spray application (including aerial applications) of neonicotinoid pesticides
 - The use of neonicotinoid-treated soybean seed.
 - The use of Dicamba and products containing Dicamba.

b. Regenerative Agriculture Goals

- Improve soil structure, reduce erosion, and increase organic matter utilizing a continuous cover and conservation farming methods.
- Increase diversity of organisms within the soil biome and manage the land for soil health.
- Benefit water quality with proper nutrient management, decreasing pesticide use, and decrease run off and erosion.
- Provide habitat for pollinators and other wildlife with areas of permanent vegetation (buffers, access areas and waterways).

c. No-Till and Crop Residue Management

To limit the disturbance of soil and conserve crop residue, the Forest Preserve encourages the use of cover crops and does not allow conventional tillage practices. Only no-tillage and strip tillage are allowed on the Farm License areas (unless permission is granted by the Forest Preserve). No-till and strip till shall be defined as, “Systems in which less than one-third of the soil surface is disturbed.” **No-till does not allow tillage of the soil. When planting, seeds must be sown directly into crop residues or cover crops, disturbing less than one-third of the soil surface. Strip till must be a shallow one-pass in the fall, when applying nutrients or when planting in the spring, provided less than one-third of the total row area is tilled.**

Cutting of crop stubble post-harvest and/or during the fall and winter is not allowed. Natural Resource Conservation Service (NRCS), Conservation Practice Standard, Residue and Tillage Management, No Till, Code 329, General Criteria Applicable to All Purposes,

shall be incorporated herein (Exhibit B). Additional Criteria and Considerations (Code 329) are strongly suggested as ideal conservation farming practices. If issues arise that hinder the Licensee's ability to remain in compliance with no-till or strip till practices, the Licensee must contact the Forest Preserve immediately.

d. Nutrient Management

Soil tests results from post-harvest 20## are attached as Exhibit C. Soil tests post-harvest 20## will be available by January 20##. Soil test results shall be reviewed as part of the bid packet and as a reference for applying nutrients. Maintenance amounts of N, P and K shall be applied annually according to the recommendations in the University of Illinois Agronomy Handbook (<http://extension.cropsciences.illinois.edu/handbook/>). Licensee shall be familiar with the soil type of the Farm License area. For more information on soil types visit the interactive map at: <https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>

e. Buffer Areas

The farm licensee shall maintain all buffers and/or filter strips currently in place within the license area. Buffers and filter strips include vegetated areas between planted crops and waterways, woodlands, property boundary and road ways. Vegetated buffer strips between waterways, streams, creeks, lakes, ponds or wetlands shall be at least 50 feet wide. If using a Restricted Use Pesticide the labeling must be followed when applying to areas adjacent to water and ensure the appropriate buffers are in place. The Licensee shall be responsible for installing additional buffer area and/or filter strips to be compliant with pesticide labeling. Vegetated buffers shall be maintained to prevent woody vegetation and unwanted weeds. Vegetation shall be mowed if height is over 24 inches and/or annual mowing after August 15th.

f. Maintenance

Access areas and access lanes shall be maintained to prevent weeds, woody vegetation and provide clear access routes for vehicles. Vegetation shall be mowed if height is over 24 inches and/or annual mowing after August 15th.

Grass waterways and adjacent outlets shall be maintained to prevent woody vegetation growth, undesirable weeds and facilitate movement of water in the grass waterway. Vegetation shall be maintained at a minimum height of 8 inches, maximum height of 12 inches. Grass may be baled and removed from site with consent from the Forest Preserve.

Contour grass strips, grassed waterways, terraces and basins shall be maintained to prevent woody vegetation growth and undesirable weeds. Occasionally, maintenance will be needed to remove sediment from the edge of the contour grass strips and grassed waterways. Basin risers shall be maintained to prevent residues and debris from obstructing drainage.

If the Licensee damages Forest Preserve boundary signs, they shall contact the Forest Preserve to obtain a replacement boundary sign and for location assistance. Installation of the signage is the responsibility of the Licensee.

Drain tile, basins, risers, outlets and control structures shall be maintained to ensure structures are clear of debris and functioning properly. Under the direction of the Forest Preserve, the Farm Licensee is responsible for the repair of damaged drain tile, risers, outlets and control structures.

If issues arise that hinder the Licensee's ability to remain in compliance with required maintenance, the Licensee must contact the Forest Preserve immediately.

g. Hay Areas

Grass hay areas within the farm license area (specifically bid as grass hay) shall be cut and baled or cut/mowed once per year, after August 15th. If additional cutting is desired, prior to August 15th, permission must be granted by the Forest Preserve. Bales shall not be stored on-site for more than four weeks. Occasionally, there is a need for nutrients to be applied or woody vegetation removal.

h. Pesticide Application

Pesticide applicators must adhere to all pesticide label requirements, warnings, restrictions and application rates. Treated seeds must be planted according to label requirements (typically planted to a minimum depth of 1 inch). Treated seeds may be toxic to birds and mammals, follow label instructions to avoid leaving exposed seeds on the soil surface. Licensee shall use practices to minimize seed dust from treated seeds when planting, to protect areas off site. The use of neonicotinoid-treated corn seed is discouraged. The use of neonicotinoid-treated soybean seed is prohibited. The use of Dicamba and products containing Dicamba is prohibited. Pesticides labeled with a Ground Water Advisory and/or a Surface Water Advisory (Environmental Hazards) for permeable soils (sandy soils) and/or areas where the water table is shallow, shall not be applied to fields with permeable, sandy (coarse) soils or fields where the ground water is near the surface as this can result in groundwater contamination. Pesticides used for seed treatments labeled with a Ground Water Advisory and/or a Surface Water Advisory (Environmental Hazards) for permeable soils (sandy soils) and/or areas where the water table is shallow, shall not be planted to fields with permeable, sandy (coarse) soils or fields where the ground water is near the surface as this can result in groundwater contamination.

6. Integrated Field Improvements (if applicable)

The farm license area requires improvements to be made during the term of the license. The design plans and details for each improvement are attached as Exhibit E. All design plans shall be reviewed prior to completing the proposal form. Field improvements shall be completed within the designated time frame per the specifications dictated by the Forest Preserve. If issues arise that hinder the Licensee’s ability to remain in compliance with the field improvement specifications, the Licensee must contact the Forest Preserve immediately.

7. Reporting

Licensee shall report all nutrients and pesticides (herbicide, insecticide, fungicide, etc.) and rates applied to all fields. Seed treatments shall be reported for all seed planted that is treated with a pesticide. Reporting forms provided by the Forest Preserve (Exhibit D) may be used for reporting or, Licensee may use their own. If applying a dicamba herbicide, a copy of the application record keeping form shall be submitted to the Forest Preserve. Crop yields shall be reported annually for each license area.

8. Compliance

Farm license area field assessments will be conducted throughout the year. Monitoring will include compliance with tillage, mowing, maintenance, pesticide labeling, license agreement conditions, Farm Program Specifications, and field improvements (if applicable). Non-compliance issues will jeopardize the extension of the farm license for the next agricultural year (license termination), and licensee will be considered an unqualified bidder for the next three years. **If issues arise that hinder the Licensee’s ability to remain in compliance, the Licensee must contact the Forest Preserve immediately.**

9. Exhibits

- Exhibit A Draft of Farm License Agreement
- Exhibit B Natural Resource Conservation Service (NRCS), Conservation Practice Standard, Residue and Tillage Management, No Till, Code 329
- Exhibit C Soil Test Results
- Exhibit D Reporting Form

EXHIBIT B**Organic Farm Program Specifications at
Jackson Creek Preserve**

- ~~Any plowing, disking or other soil disturbing activity within the 100-year floodplain.~~

1. License Agreement and Required Documentation

Following the Board of Commissioners award of the Organic Farm License, written notification shall be sent to the prospective Licensee. Notification shall include a cover letter and a draft of the Farm License Agreement (Exhibit A). The cover letter shall indicate the awarded License Area, acreage, price per acre, annual payment schedule and required documentation. The prospective Farm Licensee shall be invited to the Forest Preserve District of Will County (Forest Preserve) office to submit all required documentation and sign the Organic Farm License Agreement.

The prospective Farm Licensee must provide the following:

- Signed Exhibits
- A list of all persons working in the Farm License Area

The Prospective Farm Licensee shall sign the Organic Farm License Agreement and provide the above documentation by August 31, 2021. If the required documentation and signed Organic Farm License Agreement is not received by August 31, 2021, the farm license will then be awarded to the second highest qualified bidder, and the bidder will be prohibited from bids within the District's 2022 Farm License Program.

The Organic Farm License shall be for a six (6) year term, subject to annual approval and extension by the Board of Commissioners. It is understood the first three (3) years shall be dedicated to organic transition, following three (3) years shall be functioning as Certified Organic farmland.

In year five (5) the tenant farmer shall have the option to renew the license for the next six (6) year term, providing the tenant farmer has remained in compliance with the Organic Farming Program. The annual rent rate may also be negotiated at that time. If the tenant farmer does not wish to renew, the farm license area will go out for bid under the Organic Farm Program for another six (6) year term.

The Prospective Farm Licensee shall provide a Certificate of Insurance for no less than \$1,000,000.00 (one million dollars) in general liability insurance. Certificate of Insurance shall state "Forest Preserve District of Will County, Board of Commissioners, all employees and

agents as additional insured". Proof of insurance shall be received no later than January 1, 2022 and renewals on an annual basis by January 1st of each calendar year. If at any time during the term of the license the Licensee's insurance is cancelled, the Licensee is required to notify the Forest Preserve within 10 days of cancellation with official documentation from their insurance company

2. Organic Farm License Fees

Due to the unique nature of organic transition and organic certification in this license, a per-acre bid shall be submitted for the three (3) transition years and a separate per-acre bid for the three (3) Certified Organic years

The Organic Farm License fees shall be paid no later than January 1, 2022 for the 2022 production year. Annual license fees shall be paid no later than January 1, for the following production years of the license.

Payments shall be sent to the Forest Preserve District of Will County, 17540 West Laraway Road, Joliet, Illinois 60433, Attention: Michelle Blackburn, Agriculture Specialist. License fees may also be paid in person when executing the annual extension. Failure to make timely payments shall impact the Licensee's good standing with the Forest Preserve and may result in termination of the Farm License agreement. Questions regarding payment should be directed to the Forest Preserve's Agriculture Specialist.

3. Farm License Retirement and Acreage Reductions

If the Forest Preserve elects to permanently retire a farm license area (or portion of) a written notice shall be sent to the Licensee. The notification shall be accompanied by a map indicating the field(s) being retired. Should a license area need to be retired prior to end of the license period, the Forest Preserve will notify the Licensee in the fall of the year prior to retiring the license. Reimbursement is dependent on License payment received for that year. Upon retirement by the Forest Preserve, the Licensee shall return the pad lock key (if key was issued) used to gain access to the farm license area.

If the Licensee is not allowed to harvest crops due to a reduction of the license area, the Forest Preserve will compensate the Licensee for nutrients applied, seed, and lost yield at the standard market rate.

4. Farm License Termination

The Forest Preserve may terminate a license with just cause, providing a 30-day written notice. Cause for termination include, but not limited to, non-compliance with license requirements and best management practices, failure to complete agreed field improvements, and failure to submit the annual license fee.

5. Organic Farming Specifications and Regenerative Agriculture

i. Restricted Activities

The Forest Preserve does **NOT** allow the following:

- Silviculture, orchards, nurseries, perennials, and the cultivation of other crops involving trees, shrubs, etc. whose life span exceed the term of the license, or which may become invasive, unless it is part of a Forest Preserve conservation farming or restoration plan.
- Rice, aquaculture, or other aquatic farming activities which require the impoundment of water
- Apiaries, fur-bearing animal husbandry, or other animal rearing activities which could negatively impact or compete with native wildlife
- Physical alterations of the land and environment such as earth moving, drainage work, tree or brush clearing, etc. unless it is approved as a component of the Organic Farm License and written permission is given.
- Application of sludge
- Storage of harvested crop or hay on the license area in excess of thirty (30) days.
- Application of restricted substances as described in the National Organic Program (NOP)

j. Organic Farm Program Goals

The program shall include the transition of farmland to Certified Organic, obtaining certification and operating the Certified Organic cropland according to the National Organic Program (NOP) standards and Regenerative Agriculture practices. The program also includes the installation of buffer strips, seeded to native vegetation, and maintenance.

k. Regenerative Agriculture Goals

- Improve soil structure, reduce erosion, and increase organic matter utilizing a continuous cover and conservation farming methods
- Increase diversity of organisms within the soil biome by eliminating pesticide use and manage the land for soil health
- Benefit water quality with proper nutrient management, eliminating pesticide use, and decrease run off and erosion

- Provide habitat for pollinators and other beneficial organisms with areas of permanent native vegetation (buffers and waterways)

- Incorporate soil testing results when making decisions on farm system management

l. Organic Certification

- Transition farmland from conventional to Certified Organic farmland
- Obtain organic certification of the farmland with the support of an organic crop advisor
- Retain organic certification throughout the term of the license and continue to meet all the National Organic Program standards

m. Community Benefits

- Collaborate with the Forest Preserve to engage in public education about organic farming and regenerative agriculture through farm tours and events

6. Maintenance

Licensee understands that Drain tile, basins, risers, outlets and control structures shall be maintained to ensure structures are clear of debris and functioning properly. Under the direction of the Forest Preserve, the Licensee is responsible for the repair of damaged drain tile, risers, outlets and control structures.

Access areas and access lanes shall be maintained to prevent weeds, woody vegetation and provide clear access routes for vehicles. Vegetation shall be mowed if height is over 24 inches and/or annual mowing after August 15th.

Contour grass strips, grassed waterways, terraces and basins shall be maintained to prevent woody vegetation growth and undesirable weeds. Occasionally, maintenance will be needed to remove sediment from the edge of the contour grass strips and grassed waterways. Basin risers shall be maintained to prevent residues and debris from obstructing drainage.

If the Licensee damages Forest Preserve boundary signs, they shall contact the Forest Preserve to obtain a replacement boundary sign and for location assistance. Installation of the signage is the responsibility of the Licensee

If issues arise that hinder the Licensee's ability to remain in compliance with required maintenance, the Licensee must contact the Forest Preserve immediately.

7. Field Improvements

The farm license area requires improvements to be made during the term of the license. The details for the improvement are attached as Exhibit D. Field improvements shall be completed within the designated time frame per the specifications dictated by the Forest Preserve. If issues arise that hinder the Licensee's ability to remain in compliance with the

field improvement specifications, the Licensee must contact the Forest Preserve immediately

8. Reporting

Licensee shall report all nutrients and acceptable applications applied to all fields. Reporting forms provided by the Forest Preserve (Exhibit D) may be used for reporting or, Licensee may use their own. Crop yields shall be reported annually for each license area.

Previous land use affidavit with dates of last application of restricted products shall be provided by the Forest Preserve.

9. Compliance

Farm license area field assessments will be conducted throughout the year. Monitoring will include compliance with mowing, maintenance, license agreement conditions, Organic Farm Program Specifications, and field improvements (if applicable). Non-compliance issues will jeopardize the extension of the farm license for the next agricultural year (license termination), and licensee will be considered an unqualified bidder for the next three years. If issues arise that hinder the Licensee’s ability to remain in compliance, the Licensee must contact the Forest Preserve immediately.

10. Organic Farming Operation Plan

The Organic Farming Operation Plan submitted with the bid response shall be incorporated herein. Modifications to the plan shall be reviewed and approved by staff.

The Operator shall keep a detailed plan for the operation of the farmland as Certified Organic including the plan for transitioning the farmland. The plan shall indicate crop and cover crop rotation, include field numbers, acreage, planned planting dates, and cover termination dates. The plan shall also explain the plan for weed control and explain the type of nutrients you plan to apply, method and timing of applications.

11. Exhibits

Exhibit A Draft of Farm License Agreement

Exhibit B Soil Test Results

Exhibit C Reporting Form

Exhibit D Field Improvements

~~Agricultural activities shall be conducted in a manner that incorporates modern conservation and soil preservation techniques:~~

- ~~▪ All property must be farmed with soil erosion and management guidelines established by Staff, the Will South Cook Soil and Water Conservation District, and the United States Department of Agriculture's (USDA) Natural Resource Conservation Service. Crop rotation, conservation tillage, and other techniques will be utilized to minimize herbicide, pesticide, fertilizers, and other such activities, as per a conservation farming plan.~~
- ~~▪ Such herbicides, pesticides, fertilizers, and other specific applications or soil enhancements shall be approved as part of the license.~~
- ~~▪ Grassy or other buffer strips will be planted by the farmer along waterways, slopes, erodible soils, natural areas, or other sensitive areas as determined by Staff.~~
- ~~▪ As part of transitioning the license area to other District uses, Tthe farmer will may be required to plant seed for ground cover, erosion control, and/or restoration upon the final termination of row-crop activities as per the terms of the license.~~
- ~~▪ The farmer will be required to control invasive plants and any plant listed by the USDA or State as a "noxious weed."~~
- ~~▪ The farmer may be required to mow adjacent road and utility right of ways as part of this weed control.~~

~~1.0~~ ~~4.0~~ Licensing

~~4.1~~ ~~Evaluation Criteria~~

~~The following criteria are used by District Staff and Commissioners in considering row-crop licenses on District lands:~~

- ~~▪ Was the land in active agricultural usage as row-crop farming at, or within three years prior to the time an interest or right in the land was secured by the District?~~
- ~~▪ Is the property needed and ready for restoration or development by the District?~~

The following criteria are used by District Staff and Commissioners in considering the continuation of row-crop licenses or considering the initiation of hay licenses on District lands:

- ~~Would agricultural activity benefit the District by managing weeds, preparing the soil for future restoration, etc.?~~
- ~~Are there any negative impacts to the public, District land, or natural resources (including wildlife)?~~
- ~~Is the activity compatible with the use and programming of District lands?~~
- ~~Would the license provide goods, services, or funds to assist in the District's future restoration and management of its lands?~~

4.2 License

The license shall include the following elements:

- ~~Amount of acreage, mapping, rental fee, length of the license with specific dates or origin and termination, specific payment date for the license fee, penalty conditions, and other elements typical to District licenses (Preserve Planning and Land Use Policy).~~
- ~~The District is responsible for the payment of any real estate taxes on the license area.~~
- ~~Condition of the acknowledgement of the indemnification of the District against injuries or claims by or upon the licensee resulting from the usage of the property. **Liability for natural or man-induced crop damages must also be waived.**~~
- ~~Proof of a Certificate of Insurance showing liability coverage in an amount equal to or exceed \$1,000,000 with the District named as "Additionally Insured," to be in effect for the terms of the license.~~
- ~~Conditions for the termination of the license, including a thirty (30) day notice of license termination by either party. **If terminated by the District without cause, it shall recompense the licensee for any lost crop.**~~
- ~~The license may not be assignable without the approval of the District's Board of Commissioners.~~

- ~~▪ Special farming and restoration conditions, list of all herbicides, fertilizers, pesticides, and other amendments and applications to be pre-approved as part of the license. A conservation farm plan may be required if the acreage contains highly erodible soils.~~
- ~~▪ The per acre unit bid price approved by the Board of Commissioners for each agricultural and hay license shall be in effect for a term not exceeding three (3) agricultural production years, subject to annual review and reauthorization by the Committees and Board.~~
- ~~▪ The Operations and Finance Committees and the Board of Commissioners shall annually review and reauthorize all agricultural uses and license agreements for a term of one agricultural production year as per the District's Organizational Rules.~~

~~A copy of the District's standard license template is attached as Exhibit A, and will be amended from time to time as necessary.~~

~~4.3 License Fee~~

~~Properties which are determined as suitable for agricultural use will be offered and advertised for licensing to qualified individuals and companies through the District's competitive bid process. The license fee would be based upon the highest qualified bid for the license area. Qualifications of the applicant, credit and business history, and previous experience with the District shall be considered.~~

~~Payment in the form of money, material, services, or manpower will be collected by the District's Real Estate Manager as the license fee. Annual cash license fees shall be due prior to the installation of the crops, or prior to March 30th, whichever comes first. Payment via material, services, or manpower may require an escrow account be set up to assure payment should the work not be completed or acceptable.~~

~~4.4 License Review and Approval Process~~

~~A new agricultural license to the previous farm owner or tenant may be approved as part of a Land Sales Contract by the Board of Commissioners. Staff may also~~

~~recommend other new agricultural licenses for new lands, to replace terminated licenses, etc., to the Operations and Finance Committees and the Board, until such time that the license is incorporated into the District's agriculture program.~~

~~Approved licenses shall be reviewed by the Operations and Finance Committees and reauthorized by the Board by January 31st of each year, based upon Staff recommendations. The previously approved fees and conditions will be retained during this reauthorization unless there is cause to modify.~~

~~The approval process follows the District's Organizational Rules, and may be summarized as follows:~~

- ~~▪ Review, analysis, and recommendation by District Staff.~~
- ~~▪ Review and recommendation on proposed agricultural uses by the Operations Committee.~~
- ~~▪ Review and recommendation on proposed agricultural licenses and fees by the Finance Committee.~~
- ~~▪ Approval by the Board of Commissioners.~~
- ~~▪ Contract signed by the Executive Director.~~

~~Exhibit A - Farm License Template~~

~~**FARM LICENSE AGREEMENT**~~

~~**License Area I.D.:**~~

~~LICENSE NO. 14-XX~~

~~RESOLUTION NO. 421~~

~~TRACT NO. 488, 494, 502, 540~~

~~LICENSEE:~~

~~PRESERVE: Jackson Creek Preserve~~

~~AGREEMENT made this _____ day of _____, 2013, between the FOREST PRESERVE DISTRICT OF WILL COUNTY, a Body Corporate and Politic, 17540 W. Laraway Road, Joliet, IL 60433, LICENSOR, and _____, (LICENSEE).~~

~~_____~~

~~WHEREAS, the LICENSOR is the owner of certain lands situated in the County of Will, Township of _____ and State of Illinois described as:~~

~~and commonly known as _____ Watershed No1, _____ Preserve, (Code) and further described on Exhibits A1-A2, attached to and made a part of this Agreement by reference (Herein referred to as LICENSE AREA), with tillable acreage of _____ acres of Row Crop and _____ acres Grass Hay.~~

~~WHEREAS, LICENSEE desires to use the above-described real estate for farming purposes for the 2013 agricultural production year and LICENSOR desires to have said property farmed for the 2013 agricultural production year; and~~

~~WHEREAS, the LICENSOR hereby grants to the LICENSEE a FARM LICENSE for the 2013 farm production year on the LICENSE AREA pursuant to the terms and conditions set forth below.~~

~~NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:~~

Attachment: Attachment 2 - 2022 Ag Policy_RedLine (Approval of Resolution No. 21-16 Amending the Agricultural Use Policy)

~~1. The proceeding introductory language is made a part hereof and incorporated herein.~~

~~2. LICENSEE shall pay LICENSOR \$_____ per acre for row crops and \$_____ per acre for grass hay the 2013 License Fee. LICENSEE agrees that the 2013 License Fee shall be paid no later than March 30th, 2013 and that failure to pay by this license fee payment date may terminate the LICENSE. The parties understand that the number of tillable acres and the LICENSEE's bid per acre value for those tillable acres determine the 2013 license fee.~~

~~3. LICENSOR grants LICENSEE a personal license for use of said property by LICENSEE and LICENSEE's employees only, in accordance with the terms and conditions of this LICENSE agreement. LICENSEE has identified on the attached form (Exhibit B) all persons, including subcontractors, who will be performing any work within the LICENSE AREA. Besides these identified persons, LICENSEE shall not permit any other person to use the LICENSE AREA without prior written consent of LICENSOR. LICENSEE shall not use or permit the LICENSE AREA to be used for any unlawful purpose or in any manner that will unreasonably disturb neighbors. LICENSEE shall not allow any signs or placards to be posted or placed on the LICENSE AREA, or erect, build, construct, or install any structures or improvements on the LICENSE AREA without prior written consent of the LICENSOR, which consent may be withheld at the LICENSOR's sole discretion.~~

~~4. The LICENSEE has inspected the LICENSE AREA prior to signing this FARM LICENSE and accepts the condition of the LICENSE AREA "as is", including, but not limited to the soil conditions of the LICENSE AREA.~~

~~5. The LICENSEE understands that they have no rights, including farming said property or to utilize any structures on said property except for those rights granted under this LICENSE. LICENSEE shall not damage, destroy, or suffer to be damaged any structure, utilities or other installed fixture including but not limited to signs or fences or any trees or existing buffer area located within the LICENSE AREA and shall not commit any waste or nuisance upon the LICENSE AREA. LICENSEE will keep any fences or access areas included within the LICENSE agreement in as good a state of repair as they are now; ordinary wear accepted. LICENSEE shall notify and obtain written approval from the LICENSOR prior to beginning any non-farming work on the LICENSE AREA, including but not limited to, fence repair, road or access repair or improvements, tree trimming or beaver dam removal. LICENSEE shall maintain the height of any adjacent public road right-of-way vegetated ditch line to a height no greater than 24 inches.~~

~~6. The LICENSEE understands that the License Fee Bid of \$ /acre for row crop and \$ /acre for grass hay shall be in effect for a period of three agricultural production years further defined as beginning on January 1, 2013, at 12:00 AM and ending on December 31, 2015 at 11:59 PM.~~

~~—7. The LICENSEE to have and hold the said property, subject to the conditions and limitations hereinafter mentioned, for a term of one agricultural production year, beginning on January 1, 2013, at 12:00 AM and ending on December 31, 2013 at 11:59 PM. LICENSOR reserves the right to reauthorize this agricultural license after review and approval by the LICENSOR.~~

~~—8. The LICENSOR agrees that the LICENSEE may, without further license on the part of the LICENSOR, use the above-described property for the purpose of farming the land. The LICENSEE agrees to farm the LICENSE AREA in a husband-like manner, utilizing conservation tillage methods. If there are highly erodible soils on the parcel, as exhibited by field maps provided by the Will-South Cook Farm Service Agency, the LICENSEE is responsible for working with the Will-South Cook County Soil and Water Conservation District (the Conservation District) to developing, implement and maintain a conservation farming plan approved by the District. A copy of said Conservation Plan must be submitted to the LICENSOR on or before ground breaking on the License Area. Failure to submit said Conservation Plan may terminate this LICENSE.~~

~~—9. The LICENSEE shall ensure that adequate soil nutrients are present by conducting prior to fertilizing, soil tests utilizing a 2.5 acre testing grid and providing those soil test results to the LICENSOR. The LICENSEE shall, at his/her own and sole expense, fertilize so that the soil nutrients (PKN) are at a level recommended by the Agricultural Department, University of Illinois. LICENSEE understands and agrees that the use of bio solids is prohibited on the license area.~~

~~—10. LICENSEE shall provide LICENSOR with a list of all products such as herbicides, pesticides and/or fertilizers that LICENSEE may want to utilize within the licensed area. Such list shall be reviewed by LICENSOR and approved and become an attachment to this LICENSE. Prior to application of any chemical, product or natural substance, LICENSEE shall provide LICENSOR proof of Certification to apply such chemicals for whoever will be doing the actual application. The LICENSEE shall be liable for future claims for damages or injuries attributable to the chemicals applied by the LICENSEE, LICENSEE's employees or subcontractors.~~

~~—11. LICENSEE agrees that prior to December 30, 2014; LICENSEE shall submit a License Area Report detailing all applications of fertilizers, herbicides, and pesticides utilized on the LICENSE AREA along with receipts for all applications.~~

~~—12. It is agreed that the tillable land on this farm should be devoted to row crops. Existing un-tilled buffer areas shall be left in place and LICENSEE acknowledges that it is the LICENSOR's goal of incorporating untilled buffers of 50 to 100 feet from woodlands or permanent waterways and that the agreed upon tillable acres of the LICENSE AREA may be reduced at the conclusion of any license year with the requirement by the LICENSOR for installation of additional buffer area. There shall also be an un-tilled buffer of 5 feet from any of the LICENSOR's boundary signs on or along any District property~~

~~boundary lines. The width of this buffer shall be stipulated by the LICENSOR. This buffer shall be planted with a cover crop by the LICENSEE at the inception of this LICENSE. The type of cover crop shall be determined by the LICENSOR.~~

~~—13. LICENSOR reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land so long as it does not interfere with the rights of the LICENSEE, as provided in this LICENSE.~~

~~—14. The LICENSEE agrees that this LICENSE is purely a personal license to use said property for farming purposes. The LICENSOR may amend or terminate this LICENSE at any time and for any reason by giving thirty (30) days written notice of the amendment to the LICENSEE. Recompense shall be made by the LICENSOR for the LICENSEE's lost crops at the standard market rate if the LICENSEE is not allowed to harvest these crops, due to the LICENSOR's termination of this license without cause. This LICENSE is not assignable or transferable to any person, company, or corporation, in whole or in part.~~

~~—15. The LICENSEE shall maintain ONE MILLION DOLLARS (\$1,000,000.00) of liability insurance on the subject farm throughout the term of the LICENSE with an insurance company acceptable to the LICENSOR. LICENSEE shall purchase insurance with said company naming the LICENSOR, the LICENSOR's Board of Commissioners, and all employees and agents of the LICENSOR as additional insured on the liability policy. Proof of such coverage must be on file with the LICENSOR on or before March 30th, 2014. Failure to submit such proof by this date may terminate this LICENSE. The LICENSEE'S policy must also cover all contractors hired by the LICENSEE to apply soil amendments or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.~~

~~—16. The LICENSEE acknowledges that they enter upon operation of this LICENSE with full knowledge of the condition of the property, and that they assume sole responsibility for any loss of life or injury that may be sustained. LICENSEE shall hold harmless, indemnify, and defend the District, its Commissioners, Officers, Agents, Attorneys and Employees against any and all losses, expenses, claims, costs, suits and judgments, fees and expenses, including without limitation litigation costs and attorneys' fees on account of (a) any failure on the part of the Licensee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this LICENSE or which may result from LICENSEE's exercise of its rights contained herein. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.~~

~~—17. SPECIAL CONDITIONS~~

- ~~A. The LICENSEE understands that the harvested crop may be stored on the License Area for no more than thirty (30 days) prior to removal.~~
- ~~B. In the event the License Area is not re-licensed to LICENSEE for the 2014 Agricultural Year, LICENSEE shall be compensated for soil amendments LICENSEE has installed on the License Area at a percentage of the original cost determined by utilizing installation date of soil amendment versus remaining useful life of soil amendment.~~

LICENSOR:

FOREST PRESERVE DISTRICT OF WILL COUNTY

BY: _____ DATE: _____

Marcella M. DeMauro, Executive Director

LICENSEE:

BY: _____ DATE: _____

. Farm Operator

First Extension

Pursuant to approval given by the Board of Commissioners of the Forest Preserve District of Will County at its November/December, 20____ meeting, the parties hereto agree to extend this license for an additional one year term, commencing January 1, 20____ at 12:00 A.M. and terminating December 31, 20____ at 11:59 P.M. The total farm license acreage shall (not) be reduced (as detailed on the attached addendum to this License). (STRIKE IF NOT APPLICABLE)

LICENSOR:

~~FOREST PRESERVE DISTRICT OF WILL COUNTY~~

BY: _____ DATE: _____

~~Marcella M. DeMauro, Executive Director~~

LICENSEE:

BY: _____ DATE: _____

~~_____ Farm Operator~~

~~Second Extension~~

~~Pursuant to approval given by the Board of Commissioners of the Forest Preserve District of Will County at its November/December, 20____ meeting, the parties hereto agree to extend this license for an additional one-year term, commencing January 1, 20____ at 12:00 A.M. and terminating December 31, 20____ at 11:59 P.M. The total farm license acreage shall (not) be reduced (as detailed on the attached addendum to this License). (STRIKE IF NOT APPLICABLE)~~

LICENSOR:

~~FOREST PRESERVE DISTRICT OF WILL COUNTY~~

~~BY: _____ DATE: _____

Marcella M. DeMauro, Executive Director~~

LICENSEE:

~~BY: _____ DATE: _____

_____, Farm Operator~~

ATTACHMENTS A1-A2

(Insert: FARM LICENSE AREA MAPs)

ATTACHMENT B

~~The LICENSEE has listed the following persons, including any subcontractors, who will be performing any work on the LICENSE AREA, commonly known as _____ Watershed No.1, _____ Preserve (Code). Besides these identified persons, LICENSEE shall not permit any other person to use the LICENSE AREA without the prior written consent of the LICENSOR.~~

~~Persons or Subcontractors that shall work on the LICENSE AREA include:~~

Date: _____

LICENSEE Signature

**Forest Preserve District of Will County
Agricultural Use Policy
2022 Administrative Procedures**

Last Update – November 14, 2013

Revised – July 7, 2021

Approved

Ralph Schultz, Executive Director

Date: July 7, 2021



Conservation Department
Forest Preserve District of Will County

Table of Contents

1.0 Introduction..... 1

2.0 Use of Agricultural Lands..... 1

3.0 Licensing..... 2

 3.1 Evaluation Criteria..... 2

 3.2 Farm License..... 3

 3.3 License Fee..... 3

 3.4 License Review and Approval Process..... 4

Exhibits

 A. Farm Program Specifications

 B. Organic Farm Program Specifications

1.0 Introduction

The purpose of these Administrative Procedures is to guide Staff in following appropriate policies in implementing the Forest Preserve District of Will County's (Forest Preserve) use of active agricultural lands that are acquired, owned, or managed by the Forest Preserve. Upon adoption of Resolution No. 21-16 by the Board of Commissioners, this policy updates and replaces the previous policies (Resolutions No. 91-09, No. 08-24, No.12-16, No.13-20). These Procedures are kept current by revisions authorized by the Executive Director.

2.0 Use of Agricultural Lands

Properties considered for agricultural use will be reviewed on a case-by-case basis to determine if continued farming of the land is suitable and beneficial to the Forest Preserve.

Agricultural activities shall comply with the Forest Preserve's General Use Ordinance No. 124 and support Regenerative Agriculture Goals, including the following:

- Improve soil structure, reduce erosion, and increase organic matter utilizing a continuous cover and conservation farming methods
- Increase diversity of organisms within the soil biome and manage the land for soil health
- Benefit water quality with proper nutrient management, decreasing pesticide use, and decreasing run off and erosion
- Provide habitat for pollinators and other wildlife with areas of permanent vegetation (buffers, access areas and waterways)

Furthermore, the following activities shall NOT be permitted:

- Silviculture, orchards, nurseries, perennials, and the cultivation of other crops involving trees, shrubs, etc. with a life span exceeding the term of the license, or which may become invasive, unless it is part of a Forest Preserve conservation farming or restoration plan
- Production of rice, aquaculture, or other aquatic activities which require the impoundment of water
- Development of apiaries, fur-bearing animal husbandry, or other animal rearing activities which could negatively impact or compete with native wildlife
- Physical alterations of the land and environment such as earth moving, drainage modifications, tree or brush clearing, etc., unless it is approved as a component of the Farm License or a needed field improvement, and written permission is given
- Application of "sludge" or other bio-solids
- Storage of harvested crop or hay on the license area in excess of thirty (30) days.

- Conventional tillage, recreational tillage, vertical tillage, the use of moldboard plows, paraplows or paratill plows, unless written permission is given
- Spray application (including aerial applications) of neonicotinoid pesticides
- The use of neonicotinoid-treated soybean seed
- The use of Dicamba and products containing Dicamba

Agricultural activities shall conform to Conservation Farming and Regenerative Agriculture practices, as well as conditions outlined in the Farm License and Organic Farm License:

- All conventional farmland shall be farmed according to the Conservation Farming Specifications (Exhibit A) included in a Farm License Agreement and shall be amended by staff as necessary
- All organic farmland shall be farmed according to the Organic Farm Program Specifications (Exhibit B) included in an Organic Farm License Agreement and shall be amended by staff as necessary
- Pesticides, nutrients, and field applications shall be reported to Forest Preserve staff annually as indicated in the Farm License Agreement
- Certain pesticides may be limited or prohibited as part of a Farm License Agreement
- Conservation farming practices include, but are not limited to, contour farming, use of cover crops, establishing waterway buffers and installation of pollinator strips or prairie strips as part of the Farm License Agreement
- As part of transitioning the farmland to other Forest Preserve uses, the planting of cover crops, or other conditions may be included in the Farm License Agreement
- The control of “noxious weeds”, maintenance of access areas and other grassy areas within the License Area shall be the responsibility of the tenant farmer

3.0 Licensing

3.1 Evaluation Criteria

The following criteria are used by Forest Preserve Staff and Board of Commissioners to determine the suitability of Forest Preserve property for agricultural use and for granting a Farm License on an interim basis prior to the completion of preserve planning:

- The property was actively farmed within three years of Forest Preserve acquisition
- The property is not immediately needed for restoration or development by the Forest Preserve
- The agricultural activity would benefit the Forest Preserve by managing weeds, or preparing the soil for future restoration
- The agricultural activity is compatible with the use and programming of Forest Preserve land
- The agricultural use would provide goods, services, or funds to assist in the Forest Preserve’s future restoration and management of its lands

A new Farm License may be granted to the previous owner or tenant as part of the Land Sales Contract by the Board of Commissioners. Staff may also recommend new Farm Licenses for newly acquired land, or land under a terminated Farm License. Any new Farm Licenses will be competitively bid in accordance with Forest Preserve policies.

3.2 Farm License

The Farm License shall include the following:

- Farm License area acreage, aerial maps, license fee, license fee due dates, license term, and other conditions of the specific Farm License
- Provision for Finance Committee and the Board of Commissioners to review and approve an extension of the license agreement for the next agricultural year
- The Forest Preserve is responsible for the payment of real estate taxes on the Farm License area
- Condition of the acknowledgement of the indemnification of the Forest Preserve against injuries or claims by or upon the license resulting from the usage of the property. Liability for natural or man-induced crop damages must also be waived.
- Submittal of an annual Certificate of Insurance with one million dollars (\$1,000,000.00) of liability insurance on the subject farm throughout the term of the Farm License with an insurance company acceptable to the Forest Preserve. The Certificate of insurance shall name the Forest Preserve District of Will County and its Board of Commissioners, and all employees and agents of the Forest Preserve as additional insured on the liability policy
- Conditions for the termination of the license, including a thirty (30) day notice of license termination by either party. If terminated by the Forest Preserve without cause, the Forest Preserve shall compensate the licensee for crop loss
- Special conditions for field improvements, pesticide restrictions, reporting and Farm Program Specifications
- Provisions for reduction of acres (retiring) of a Farm License or increasing the acres of a farm license when land is acquired adjacent to the existing Farm License area

3.3 License Fee

Properties suitable for agricultural use will be offered through the Forest Preserve's competitive bid process. The license fee shall be based upon the highest qualified bid for the license area. Qualifications of the applicant and previous experience with the Forest Preserve shall be considered. The License Fee shall be collected when the License is executed, and annually by September 30 for the subsequent years of the License. The Organic Farm License fees shall be collected at fifty percent (50%) at the time the Organic Farm License is executed and at fifty percent (50%) by January 1st of the following year. For

subsequent years of the Organic Farm License, fifty percent (50%) shall be due by September 30th and fifty percent (50%) due by January 1st.

3.4 License Review and Approval Process

Approved Farm Licenses shall be reviewed by the Finance Committee and authorized for extension by the Board of Commissioners annually in August. The previously approved License Fees and conditions will be retained during this reauthorization unless there is cause to modify.

The approval process follows the Forest Preserve's Organizational Rules, and may be summarized as follows:

- Review and recommendation by Forest Preserve Staff
- Review and recommendation of proposed agricultural use by the Operations Committee
- Annual review and recommendation on proposed Farm License fee by the Finance Committee
- Annual approval by the Board of Commissioners
- Farm Licenses will be signed by the Executive Director following all approvals

EXHIBIT A

Farm Program Specifications

1. License Agreement and Required Documentation

Following the Board of Commissioners award of Farm Licenses, written notification shall be sent to each prospective Licensee. Notification shall include a cover letter and a draft of the Farm License Agreement. The cover letter shall indicate the awarded License Area, acreage, price per acre, annual payment schedule and required documentation. The prospective Farm Licensee shall be invited to the Forest Preserve District of Will County (Forest Preserve) office to submit all required documentation, License fee, and sign the Farm License Agreement.

The prospective Farm Licensee must provide the following:

- Farm License Fee
- A copy of a valid State of Illinois Department of Agriculture, Pesticide ID Card for each individual applying herbicide/pesticide in the License Area, including contractors
- Signed Exhibits (if applicable)
- A list of all persons working in the Farm License Area

The Prospective Farm Licensee shall sign the Farm License Agreement and provide the above documentation by August 31st. If the required documentation, signed Farm License Agreement and Farm License Fee is not received by August 31st, the prospective farm licensee will forfeit the Bid Security (Cashier's Check). The farm license will then be awarded to the second highest qualified bidder, and the bidder will be prohibited from bids within the Forest Preserves Farm License Program.

The Farm License shall be for an agreed term, subject to annual approval and extension by the Board of Commissioners.

The Prospective Farm Licensee shall provide a Certificate of Insurance for no less than \$1,000,000.00 (one million dollars) in general liability insurance. Certificate or Policy shall state "Forest Preserve District of Will County, Board of Commissioners, all employees and agents as additional insured". Proof of insurance shall be received no later than January 1st and renewals on an annual basis by January 1st of each calendar year, unless the policy is continuous. If the Prospective Farm Licensee has a continuous (revolving) policy, documentation of the continuous policy shall be provided to the Forest Preserve. If at any time during the term of the license the Licensee's insurance is cancelled, the Licensee is required to notify the Forest Preserve within 10 days of cancellation with official documentation from their insurance company.

2. Farm License Fees

License fees shall be paid no later than August 31st (bid deposit will be applied to payment) for the production year upon execution of License. Annual license fees shall be paid no later than September 30th, for the following production years of the license.

Payments shall be sent to the Forest Preserve District of Will County, 17540 West Laraway Road, Joliet, Illinois 60433, Attention: Agriculture Specialist. Failure to make timely payments shall impact the Licensee's good standing with the Forest Preserve and may result in termination of the Farm License agreement. Questions regarding payment should be directed to the Forest Preserve's Agriculture Specialist.

3. Farm License Retirement and Acreage Reductions

If the Forest Preserve elects to permanently retire a farm license area (or portion of) a written notice shall be sent to the Licensee. The notification shall be accompanied by a map indicating the field(s) being retired. Should a license area need to be retired prior to end of the license period, the Forest Preserve will notify the Licensee in the fall of the year prior to retiring the license. Reimbursement is dependent on License payment received for that year. Upon retirement by the Forest Preserve, the Licensee shall return the pad lock key (if key was issued) used to gain access to the farm license area.

If the Licensee is not allowed to harvest crops due to a reduction of the license area, the Forest Preserve will compensate the Licensee for nutrients applied, seed, and lost yield at the standard market rate.

4. Farm License Termination

The Forest Preserve may terminate a license with just cause, providing a 30 day written notice. Cause for termination include, but not limited to, non-compliance with license requirements and best management practices, failure to complete agreed field improvements, and failure to submit annual license fee.

5. Conservation Farming Specifications and Regenerative Agriculture

a. Restricted Activities

The Forest Preserve does **NOT** allow the following:

- Silviculture, orchards, nurseries, perennials, and the cultivation of other crops involving trees, shrubs, etc. whose life span exceed the term of the license, or which may become invasive, unless it is part of a Forest Preserve conservation farming or restoration plan.
- Rice, aquaculture, or other aquatic activities which require the impoundment of water

- Apiaries, fur-bearing animal husbandry, or other animal rearing activities which could negatively impact or compete with native wildlife
- Physical alterations of the land and environment such as earth moving, drainage work, tree or brush clearing, etc. unless it is approved as a component of the Farm License and written permission is given.
- Application of sludge or other bio-solids
- Storage of harvested crop or hay on the license area in excess of thirty (30) days.
- Conventional tillage, recreational tillage, vertical tillage, the use of moldboard plows, paraplows or paratill plows.
- Spray application (including aerial applications) of neonicotinoid pesticides
- The use of neonicotinoid-treated soybean seed.
- The use of Dicamba and products containing Dicamba.

b. Regenerative Agriculture Goals

- Improve soil structure, reduce erosion, and increase organic matter utilizing a continuous cover and conservation farming methods.
- Increase diversity of organisms within the soil biome and manage the land for soil health.
- Benefit water quality with proper nutrient management, decreasing pesticide use, and decrease run off and erosion.
- Provide habitat for pollinators and other wildlife with areas of permanent vegetation (buffers, access areas and waterways).

c. No-Till and Crop Residue Management

To limit the disturbance of soil and conserve crop residue, the Forest Preserve encourages the use of cover crops and does not allow conventional tillage practices. Only no-tillage and strip tillage are allowed on the Farm License areas (unless permission is granted by the Forest Preserve). No-till and strip till shall be defined as, “Systems in which less than one-third of the soil surface is disturbed.” **No-till does not allow tillage of the soil. When planting, seeds must be sown directly into crop residues or cover crops, disturbing less than one-third of the soil surface. Strip till must be a shallow one-pass in the fall, when applying nutrients or when planting in the spring, provided less than one-third of the total row area is tilled.** Cutting of crop stubble post-harvest and/or during the fall and winter is not allowed. Natural Resource Conservation Service (NRCS), Conservation Practice Standard, Residue and Tillage Management, No Till, Code 329, General Criteria Applicable to All Purposes, shall be incorporated herein (Exhibit B). Additional Criteria and Considerations (Code 329) are strongly suggested as ideal conservation farming practices. If issues arise that hinder the Licensee’s ability to remain in compliance with no-till or strip till practices, the Licensee must contact the Forest Preserve immediately.

d. Nutrient Management

Soil tests results from post-harvest are attached as Exhibit C. Soil test results shall be reviewed as part of the bid packet and as a reference for applying nutrients.

Maintenance amounts of N, P and K shall be applied annually according to the recommendations in the University of Illinois Agronomy Handbook (<http://extension.cropsciences.illinois.edu/handbook/>). Licensee shall be familiar with the soil type of the Farm License area. For more information on soil types visit the interactive map at: <https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>

e. Buffer Areas

The farm licensee shall maintain all buffers and/or filter strips currently in place within the license area. Buffers and filter strips include vegetated areas between planted crops and waterways, woodlands, property boundary and road ways. Vegetated buffer strips between waterways, streams, creeks, lakes, ponds or wetlands shall be at least 50 feet wide. If using a Restricted Use Pesticide the labeling must be followed when applying to areas adjacent to water and ensure the appropriate buffers are in place. The Licensee shall be responsible for installing additional buffer area and/or filter strips to be compliant with pesticide labeling. Vegetated buffers shall be maintained to prevent woody vegetation and unwanted weeds. Vegetation shall be mowed if height is over 24 inches and/or annual mowing after August 15th.

f. Maintenance

Access areas and access lanes shall be maintained to prevent weeds, woody vegetation and provide clear access routes for vehicles. Vegetation shall be mowed if height is over 24 inches and/or annual mowing after August 15th.

Grass waterways and adjacent outlets shall be maintained to prevent woody vegetation growth, undesirable weeds and facilitate movement of water in the grass waterway. Vegetation shall be maintained at a minimum height of 8 inches, maximum height of 12 inches. Grass may be baled and removed from site with consent from the Forest Preserve.

Contour grass strips, grassed waterways, terraces and basins shall be maintained to prevent woody vegetation growth and undesirable weeds. Occasionally, maintenance will be needed to remove sediment from the edge of the contour grass strips and grassed waterways. Basin risers shall be maintained to prevent residues and debris from obstructing drainage.

If the Licensee damages Forest Preserve boundary signs, they shall contact the Forest Preserve to obtain a replacement boundary sign and for location assistance. Installation of the signage is the responsibility of the Licensee.

Drain tile, basins, risers, outlets and control structures shall be maintained to ensure structures are clear of debris and functioning properly. Under the direction of the Forest Preserve, the Farm Licensee is responsible for the repair of damaged drain tile, risers, outlets and control structures.

If issues arise that hinder the Licensee's ability to remain in compliance with required maintenance, the Licensee must contact the Forest Preserve immediately.

g. Hay Areas

Grass hay areas within the farm license area (specifically bid as grass hay) shall be cut and baled or cut/mowed once per year, after August 15th. If additional cutting is desired, prior to August 15th, permission must be granted by the Forest Preserve. Bales shall not be stored on-site for more than four weeks. Occasionally, there is a need for nutrients to be applied or woody vegetation removal.

h. Pesticide Application

Pesticide applicators must adhere to all pesticide label requirements, warnings, restrictions and application rates. Treated seeds must be planted according to label requirements (typically planted to a minimum depth of 1 inch). Treated seeds may be toxic to birds and mammals, follow label instructions to avoid leaving exposed seeds on the soil surface. Licensee shall use practices to minimize seed dust from treated seeds when planting, to protect areas off site. The use of neonicotinoid-treated corn seed is discouraged. The use of neonicotinoid-treated soybean seed is prohibited. The use of Dicamba and products containing Dicamba is prohibited. Pesticides labeled with a Ground Water Advisory and/or a Surface Water Advisory (Environmental Hazards) for permeable soils (sandy soils) and/or areas where the water table is shallow, shall not be applied to fields with permeable, sandy (coarse) soils or fields where the ground water is near the surface as this can result in groundwater contamination. Pesticides used for seed treatments labeled with a Ground Water Advisory and/or a Surface Water Advisory (Environmental Hazards) for permeable soils (sandy soils) and/or areas where the water table is shallow, shall not be planted to fields with permeable, sandy (coarse) soils or fields where the ground water is near the surface as this can result in groundwater contamination.

6. Integrated Field Improvements (if applicable)

The farm license area requires improvements to be made during the term of the license. The design plans and details for each improvement are attached as Exhibit E. All design plans shall be reviewed prior to completing the proposal form. Field improvements shall be completed within the designated time frame per the specifications dictated by the Forest Preserve. If issues arise that hinder the Licensee's ability to remain in compliance with the field improvement specifications, the Licensee must contact the Forest Preserve immediately.

7. Reporting

Licensee shall report all nutrients and pesticides (herbicide, insecticide, fungicide, etc.) and rates applied to all fields. Seed treatments shall be reported for all seed planted that is treated with a pesticide. Reporting forms provided by the Forest Preserve (Exhibit D) may be used for reporting or, Licensee may use their own. If applying a dicamba herbicide, a copy of the

application record keeping form shall be submitted to the Forest Preserve. Crop yields shall be reported annually for each license area.

8. Compliance

Farm license area field assessments will be conducted throughout the year. Monitoring will include compliance with tillage, mowing, maintenance, pesticide labeling, license agreement conditions, Farm Program Specifications, and field improvements (if applicable). Non-compliance issues will jeopardize the extension of the farm license for the next agricultural year (license termination), and licensee will be considered an unqualified bidder for the next three years. **If issues arise that hinder the Licensee’s ability to remain in compliance, the Licensee must contact the Forest Preserve immediately.**

9. Exhibits

- Exhibit A..... Draft of Farm License Agreement
- Exhibit B..... Natural Resource Conservation Service (NRCS), Conservation Practice Standard, Residue and Tillage Management, No Till, Code 329
- Exhibit C..... Soil Test Results
- Exhibit D..... Reporting Form

EXHIBIT B**Organic Farm Program Specifications at
Jackson Creek Preserve****1. License Agreement and Required Documentation**

Following the Board of Commissioners award of the Organic Farm License, written notification shall be sent to the prospective Licensee. Notification shall include a cover letter and a draft of the Farm License Agreement (Exhibit A). The cover letter shall indicate the awarded License Area, acreage, price per acre, annual payment schedule and required documentation. The prospective Farm Licensee shall be invited to the Forest Preserve District of Will County (Forest Preserve) office to submit all required documentation and sign the Organic Farm License Agreement.

The prospective Farm Licensee must provide the following:

- Signed Exhibits
- A list of all persons working in the Farm License Area

The Prospective Farm Licensee shall sign the Organic Farm License Agreement and provide the above documentation by August 31, 2021. If the required documentation and signed Organic Farm License Agreement is not received by August 31, 2021, the farm license will then be awarded to the second highest qualified bidder, and the bidder will be prohibited from bids within the District's 2022 Farm License Program.

The Organic Farm License shall be for a six (6) year term, subject to annual approval and extension by the Board of Commissioners. It is understood the first three (3) years shall be dedicated to organic transition, following three (3) years shall be functioning as Certified Organic farmland.

In year five (5) the tenant farmer shall have the option to renew the license for the next six (6) year term, providing the tenant farmer has remained in compliance with the Organic Farming Program. The annual rent rate may also be negotiated at that time. If the tenant farmer does not wish to renew, the farm license area will go out for bid under the Organic Farm Program for another six (6) year term.

The Prospective Farm Licensee shall provide a Certificate of Insurance for no less than \$1,000,000.00 (one million dollars) in general liability insurance. Certificate of Insurance shall state "Forest Preserve District of Will County, Board of Commissioners, all employees and agents as additional insured". Proof of insurance shall be received no later than January 1, 2022 and renewals on an annual basis by January 1st of each calendar year. If at any time during the term of the license the Licensee's insurance is cancelled, the Licensee is required to notify the

Forest Preserve within 10 days of cancellation with official documentation from their insurance company

2. Organic Farm License Fees

Due to the unique nature of organic transition and organic certification in this license, a per-acre bid shall be submitted for the three (3) transition years and a separate per-acre bid for the three (3) Certified Organic years

The Organic Farm License fees shall be paid no later than January 1, 2022 for the 2022 production year. Annual license fees shall be paid no later than January 1, for the following production years of the license.

Payments shall be sent to the Forest Preserve District of Will County, 17540 West Laraway Road, Joliet, Illinois 60433, Attention: Michelle Blackburn, Agriculture Specialist. License fees may also be paid in person when executing the annual extension. Failure to make timely payments shall impact the Licensee's good standing with the Forest Preserve and may result in termination of the Farm License agreement. Questions regarding payment should be directed to the Forest Preserve's Agriculture Specialist.

3. Farm License Retirement and Acreage Reductions

If the Forest Preserve elects to permanently retire a farm license area (or portion of) a written notice shall be sent to the Licensee. The notification shall be accompanied by a map indicating the field(s) being retired. Should a license area need to be retired prior to end of the license period, the Forest Preserve will notify the Licensee in the fall of the year prior to retiring the license. Reimbursement is dependent on License payment received for that year. Upon retirement by the Forest Preserve, the Licensee shall return the pad lock key (if key was issued) used to gain access to the farm license area.

If the Licensee is not allowed to harvest crops due to a reduction of the license area, the Forest Preserve will compensate the Licensee for nutrients applied, seed, and lost yield at the standard market rate.

4. Farm License Termination

The Forest Preserve may terminate a license with just cause, providing a 30-day written notice. Cause for termination include, but not limited to, non-compliance with license requirements and best management practices, failure to complete agreed field improvements, and failure to submit the annual license fee.

5. Organic Farming Specifications and Regenerative Agriculture

i. Restricted Activities

The Forest Preserve does **NOT** allow the following:

- Silviculture, orchards, nurseries, perennials, and the cultivation of other crops involving trees, shrubs, etc. whose life span exceed the term of the license, or which may become invasive, unless it is part of a Forest Preserve conservation farming or restoration plan.
- Rice, aquaculture, or other aquatic farming activities which require the impoundment of water
- Apiaries, fur-bearing animal husbandry, or other animal rearing activities which could negatively impact or compete with native wildlife
- Physical alterations of the land and environment such as earth moving, drainage work, tree or brush clearing, etc. unless it is approved as a component of the Organic Farm License and written permission is given.
- Application of sludge
- Storage of harvested crop or hay on the license area in excess of thirty (30) days.
- Application of restricted substances as described in the National Organic Program (NOP)

j. Organic Farm Program Goals

The program shall include the transition of farmland to Certified Organic, obtaining certification and operating the Certified Organic cropland according to the National Organic Program (NOP) standards and Regenerative Agriculture practices. The program also includes the installation of buffer strips, seeded to native vegetation, and maintenance.

k. Regenerative Agriculture Goals

- Improve soil structure, reduce erosion, and increase organic matter utilizing a continuous cover and conservation farming methods
- Increase diversity of organisms within the soil biome by eliminating pesticide use and manage the land for soil health
- Benefit water quality with proper nutrient management, eliminating pesticide use, and decrease run off and erosion
- Provide habitat for pollinators and other beneficial organisms with areas of permanent native vegetation (buffers and waterways)
- Incorporate soil testing results when making decisions on farm system management

I. Organic Certification

- Transition farmland from conventional to Certified Organic farmland
- Obtain organic certification of the farmland with the support of an organic crop advisor
- Retain organic certification throughout the term of the license and continue to meet all the National Organic Program standards

m. Community Benefits

- Collaborate with the Forest Preserve to engage in public education about organic farming and regenerative agriculture through farm tours and events

6. Maintenance

Licensee understands that Drain tile, basins, risers, outlets and control structures shall be maintained to ensure structures are clear of debris and functioning properly. Under the direction of the Forest Preserve, the Licensee is responsible for the repair of damaged drain tile, risers, outlets and control structures.

Access areas and access lanes shall be maintained to prevent weeds, woody vegetation and provide clear access routes for vehicles. Vegetation shall be mowed if height is over 24 inches and/or annual mowing after August 15th.

Contour grass strips, grassed waterways, terraces and basins shall be maintained to prevent woody vegetation growth and undesirable weeds. Occasionally, maintenance will be needed to remove sediment from the edge of the contour grass strips and grassed waterways. Basin risers shall be maintained to prevent residues and debris from obstructing drainage.

If the Licensee damages Forest Preserve boundary signs, they shall contact the Forest Preserve to obtain a replacement boundary sign and for location assistance. Installation of the signage is the responsibility of the Licensee.

If issues arise that hinder the Licensee's ability to remain in compliance with required maintenance, the Licensee must contact the Forest Preserve immediately.

7. Field Improvements

The farm license area requires improvements to be made during the term of the license. The details for the improvement are attached as Exhibit D. Field improvements shall be completed within the designated time frame per the specifications dictated by the Forest Preserve. If issues arise that hinder the Licensee's ability to remain in compliance with the field improvement specifications, the Licensee must contact the Forest Preserve immediately

8. Reporting

Licensee shall report all nutrients and acceptable applications applied to all fields. Reporting forms provided by the Forest Preserve (Exhibit D) may be used for reporting or, Licensee may use their own. Crop yields shall be reported annually for each license area. Previous land use affidavit with dates of last application of restricted products shall be provided by the Forest Preserve.

9. Compliance

Farm license area field assessments will be conducted throughout the year. Monitoring will include compliance with mowing, maintenance, license agreement conditions, Organic Farm Program Specifications, and field improvements (if applicable). Non-compliance issues will jeopardize the extension of the farm license for the next agricultural year (license termination), and licensee will be considered an unqualified bidder for the next three years. If issues arise that hinder the Licensee’s ability to remain in compliance, the Licensee must contact the Forest Preserve immediately.

10. Organic Farming Operation Plan

The Organic Farming Operation Plan submitted with the bid response shall be incorporated herein. Modifications to the plan shall be reviewed and approved by staff. The Operator shall keep a detailed plan for the operation of the farmland as Certified Organic including the plan for transitioning the farmland. The plan shall Indicate crop and cover crop rotation, include field numbers, acreage, planned planting dates, and cover termination dates. The plan shall also explain the plan for weed control and explain the type of nutrients you plan to apply, method and timing of applications.

11. Exhibits

- Exhibit A..... Draft of Farm License Agreement
- Exhibit B..... Soil Test Results
- Exhibit C..... Reporting Form
- Exhibit D..... Field Improvements