



FARMING AGREEMENT POLICY AND GUIDANCE



WISCONSIN DNR FWP AND FR DIVISIONS

DNR FARMING AGREEMENT POLICY AND GUIDANCE

VERSION 2021

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INTRODUCTION

Policy and Guidance Effective Date: January 1, 2021

“Under statute, the department “*may contract with nonprofit organizations and other 3rd parties to perform land management, maintenance and improve activities on land owned by the state or that is under the jurisdiction of the department land.* s. [23.0912 \(1g\)](#), [23.0917 \(1\) \(c\)](#) Wis. Stats. Master planning also allows for the department to contract land management to achieve specific habitat management goals. [NR 44.04\(9\)](#), Wis. Admin. Code, Master Planning for Department Properties, states that “only those management and development activities identified in the master plan may be pursued”. Agricultural practices must be identified in the master plan for a particular property or management area, either in a specific prescription or via reference to a Common Element where agricultural practices are listed as authorized management techniques (see below). Outside of these cases, a variance or amendment may be needed in order to pursue a farming agreement. All agricultural practices should be consistent with the needs of the primary wildlife species being managed and comply with federal, state and local laws. Agricultural practices are described in Common Elements as follows:

- Row cropping and food plots: Farming Practices Common Element
- Haying: Mowing/Brushing and Haying Common Element
- Grazing: Prescribed Grazing Common Element

These practices are listed as authorized techniques for the following Common Elements in Table 1.

Table 1. Master Planning Common Elements for cover types and habitat practices.

Common Element	Farming Practices	Mowing/Brushing and Haying	Prescribed Grazing
Barrens		X	
Emergent Wetland and Shallow Lake/Deep Marsh		X	
Farmland	X	X	X
Oak Savanna		X	X
Prairie		X	X
Sedge Meadow		X	
Surrogate Grasslands	X	X	X
Upland Shrub		X	
Wetland Shrub – Alder		X	
Wetland Shrub – Dogwood		X	

Land management services performed on department farm and grasslands will be established with a farming agreement outlining the terms and obligations (see Appendix A). All agreements must be implemented based on NRCS practice standards, as these standards conform to all Wisconsin Environmental Policy Act (WEPA) and National Environmental Policy Act (NEPA) requirements, with consideration of opportunities for carbon sequestration¹.

Farming of department land is used as a cost effective land management tool to produce desirable vegetation and achieve various objectives. Some agriculture related land management objectives include (but not limited to):

- A land acquisition agreement, perpetual easement and or deed restriction requirements (when land is acquired but previous landowners are allowed to farm the land for a specified amount of time as a condition of the sale),
- invasive species control,
- preparing a seed bed for site conversion,
- for wildlife food plots,
- or as a placeholder until the permanent land use can be established (permanent cover can be costly to establish and funding may not be readily available to establish desired habitat type).

Some non-habitat based objectives for Parks properties include (but not limited to) such as:

- Keeping spaces open for vistas/views
- Event spaces (parking areas for commercial use)
- Special relationships such as research
- Perpetual easement or deed restriction requirements

All land divisions (Division of Forestry and Division of Fish, Wildlife & Parks) are now using the Wisconsin Field Inventory & Reporting System (WisFIRS) to document on-the-ground cover types and report habitat management work. An initial cover type review for non-forested habitat was completed in June 2020. Based on this 1.5 year effort, we now have a more accurate snapshot of DNR managed land habitat types. According to WisFIRS there are currently 15,435 acres of farmland (Figure 1 and Table 2) and 131,000 acres of grassland (Table 3) owned by the department. In addition, there are additional 14,000 acres of emergent wetland. Of the current farmland and grassland, approximately 8,100 acres are planted to row crops, 8,700 acres are in hay and 2,800 are grazed. Across Department programs, the majority of the department agricultural land is managed by wildlife staff (Table 4.). These acreages are subject to change annually.

The WisFIRS definition for farmland is “areas that produce field crops including, but not limited to, grains, livestock forage, fruits, vegetables, corn, soybeans, alfalfa, and mixed species hay. Note: alfalfa/hay is only considered farmland if part of a crop rotation; permanent hay is considered cool season grass”.

¹ A Blueprint for DNR Climate Action, FY 2021-2025

Figure 1. Map of WisFIRS Farmland cover type in Wisconsin

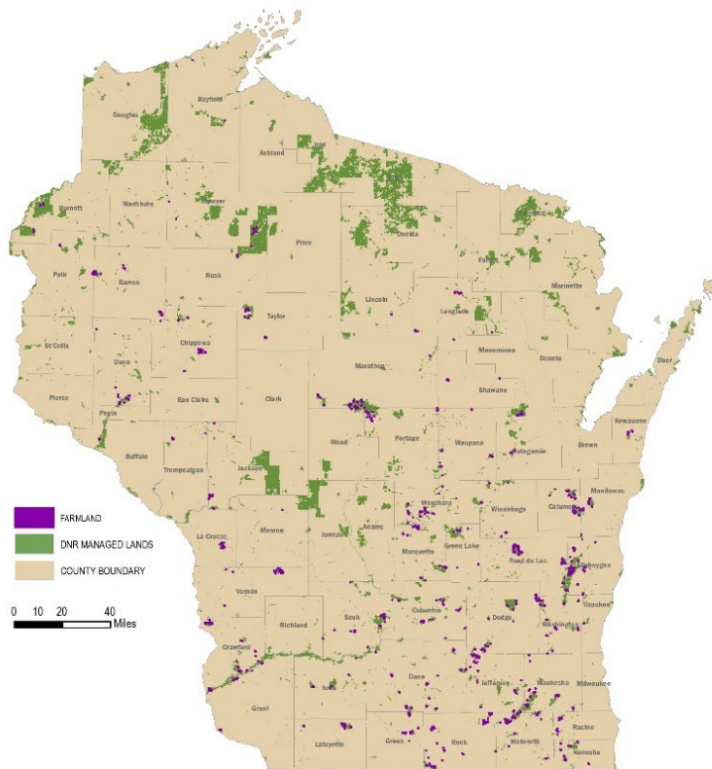


Table 2. Farmland Acres by Program (July 2020)

Program Farmland	Acres
Wildlife Management	9,471
Parks & Rec	1,715
Southern Forests	1,547
Fisheries	1,578
State Natural Area	691
Northern Forests	301
Wild Rivers	132
Grand Total	15,435

Table 3. Grassland Cover Types July 2020

Cover Type Grasslands	Acres
Bracken Grasslands	4,285
Cool Season Grasses (CSG)	63,680
Oak Opening	2,218
Planted Prairie	45,055
Remnant Prairie (RP)	5,266
RP-Dry	446
RP-Dry Mesic	728
RP- Mesic	31
RP-Sand Prairie	1,472
Upland Shrub w/CSG	1,869
Wetland Shrub w/CSG	5,071
Various Grasses	605
Grand Total	130,726

Table 4. Program Grasslands July 2020

Program Grasslands	Acres
Wildlife Management	87,545
Fisheries	12,396
Park & Rec	11,935
Southern Forests	7,512
State Natural Areas	6,713
Northern Forests	3,508
Administrative	780
Wild Rivers	337
Grand Total	130,726

Starting in January 2021, farming agreement program administration will be as follows:

- NHC will manage stand alone SNA farming agreements and the Southwest Wisconsin Grassland and Stream Conservation Area agreements.
- WM will manage those agreements on Wildlife Areas, Fishery Areas, Northern State Forests and embedded State Natural Areas within Fish and Wildlife Areas.
- FH will manage agreements within the easements of the Streambank Protection Program. Fisheries staff are to follow FH program policy on these types of land use agreements*.
- PRM will manage agreements on State Parks, Rec Areas, Southern State Forests.
- For staff currently managing agreements on properties that are not within their administrative program (e.g., WM managing Northern Kettle Moraine agreements), these will remain the same if desired.

*The Bureau of Fisheries Management acquires land under the Streambank Protection Easement Program. In return for the easement payment, the landowner allows public fishing and DNR management activities along the easement (66 ft of land from stream bank on either side of the stream). The Department may enter into land use agreements with these Streambank Protection Easement landowners so that they can conduct farming practices within the easement according to specific standards. This Farming Agreement Policy and Guidance document does not cover these types of land use agreements. Please reach out to the Statewide Fisheries Ecologist for more information and guidance.

Property managers and habitat managers should converse about a variety of topics annually, including current and future farming agreements through the Annual Property Implementation Plan (APIP) process. Property managers must follow the master plan objectives and prescriptions or common elements associated with farmland and grasslands and should reach out to their habitat managers for help on reaching future desired cover types or meeting habitat goals. In addition, property managers know their neighbors the best, and also have a major stake in relationships with cooperators. Habitat managers in WM can help with some of the more technical aspects of farming agreements. If there are advanced technical questions, please reach out to the Wildlife Management Conservation Agriculture and Grazing Specialist.

All program staff administering farming agreements are required to do the following:

- 1) Follow farming agreement policy on all property types.
- 2) Be trained in the use of farming agreement applications in LMS.
- 3) Enter and manage all farming agreements in LMS as required by FWPLT.

General Strategy

The goal of farming agreements is to help the agency manage, maintain and improve state owned land. The Agriculture Policy & Use Advisory Committee will coordinate an agency-wide strategy for farmland and grasslands with various internal and executive committees.

Row crop | The strategy for row crops is to ensure the highest conservation practices are used.

Haying | The strategy is to maintain current haying agreements or increase the total acres or number agreements in certain parts of the state, especially where grasslands are considered low priority habitat. There are approximately 65,000 acres of low priority (HP = 3) grasslands, including remnant prairies/warm season grasses, cool season grasses and others.

Grazing | According to the current draft Statewide Grazing Operations Plan, the strategy is to increase grazing on an additional 10,000 acres in the next 5-10 years. This common element habitat tool is a key strategy in maintaining low priority grasslands in the state. There are also approximately an additional 14,000 acres of grasslands that are classified as emergent wetland with the major species as reed canary grass. These could be grazed to control invasive species and to increase plant diversity within the habitat. In times of severe drought, some of these stands may be able to be considered for emergency haying and grazing.

Rental Rates, Terms, and Use of Revenue

Cash rent, grazing, marsh hay, and farming for shares are considered *land rental*, and the proceeds are required by s. 20.370(1)(jr), Wis. Stats. "...to be used for the maintenance and replacement of this real property and equipment." A recent DNR Legal Services (LS) opinion from June 16, 2020 by Attorney Mark Herman states that "the use of the phrase "this real property" does not denote a legislative requirement that money received be tied to a specific property...the phrase refers to all real properties rented generally". The statute itself does not distinguish between lands, whether individually, by project area, land classification, or otherwise.

(jr) *Rental property and equipment — maintenance and replacement.* All moneys received by the department from the rental of real property and equipment that are owned by the department and are utilized for land, fisheries, and wildlife management, excluding forestry purposes, to be used for the maintenance and replacement of this real property and equipment.

The Herman legal opinion indicates there are legal limitations on the use of funds for FTE or LTE wages. If any funds accumulated under this paragraph are used for the payment of LTE or FTE wages, then the work performed by those employees must be reasonably related to the maintenance or replacement of real property.

In regards to legal limitations on the assignment of management costs to funds accumulated under s. 20.370(1)(jr), Wis. Stats., a certain amount of overhead is presumed for any program such as this. In this particular case the language is not explicit or expansive with respect to the expenditure of funds for management purposes. However, to the extent that the expenditure of funds is actually necessary to

ensure the maintenance and replacement of rented real property, those expenses can be viewed as proper under the paragraph. For example, proper care, management and replacement of the real property rented may require the use of computer resources to track property conditions and expenditures; the use of procurement resources to purchase additional equipment or services from third party providers; and the use of supervisory and human resources time to ensure that needed LTEs and FTEs are hired and performing their work to an acceptable standard. Accordingly, necessary and appropriate management costs may be paid from funds accumulated under this paragraph.

Rental payments from agreements must be deposited in the appropriate program's *land rental* account using the general remittance sheet [9300-029A](#). See Appendix B for an example form. Program financial staff should be consulted for the appropriate budget code.

Deposited funds may be used to convert agricultural land to a permanent cover type (including grasslands, shrubs, and trees), for maintaining and managing public lands, maintaining or acquiring equipment necessary to establish or maintain habitat and public lands, and maintaining access to public lands. Distribution of funds will be determined by each respective Bureau. In lieu of rental payments, , agreements may identify in-kind services (goods or services provided by non profits or 3rd parties that are donated) such as:

- Leave crops standing, such as for dove hunting fields or food plots.
- Multi-year agreement and in the last year provides the seed and other inputs and plants a field to permanent cover.
- Mowing of grasslands that need weed control until grasses/grass-forb mixes get established.
- Mowing and/or spraying invasive plants.
- Mowing service roads that provide access to public use areas or agricultural fields.
- Mowing firebreaks on the property.
- Removal of fence-lines and hedgerows bisecting agricultural fields or habitat.
- Maintenance of access lanes and gates to public use areas or agricultural fields.
- Provides corn or other crops for the state game farm, or other property management activities such as waterfowl banding, when it will maximize operational efficiency and reduce department costs.

In all situations, the agreements must provide fair market value for use of the land, either by rental payments, in-kind services, or value of the department share of the crop. Value of services (in-kind services) provided in exchange for land rental should be determined from the [Custom Rate Guide](#) from Wisconsin Department of Agriculture, Trade, and Consumer Protection. When calculating the value of the department's share of a crop, the value of the inputs (and not the value of the standing crop) should be used. Good judgment is essential, since these are only guides. For example, small irregular-shaped fields may bring lower rent than large square fields.

FSA Soil Rental Rates (SRR), which can be obtained from the local FSA office annually and are updated in the departments Land Management System (LMS), should be used as the primary basis for determining fair market value unless there are exceptional circumstances. These SRRs are available in the Land Management System and auto calculate fair market value in the system. Best professional judgment of fair market value may be used based on local rental rates from the University of Wisconsin-Madison, Division of Extension county office, but must be documented and uploaded into the documents section of LMS.

Method of Determining rental payment rates:

- 1) Predominant soil type of fields: Use of this value is the recommended method to ensure alignment with current county agriculture land rental rates which fluctuate according to market value of agricultural crops. Use of the predominant soil type will provide the department the fair market value for the land to be rented as determined by FSA. This method should be used as the starting point to negotiate for in-kind services or potential value of department share of crop.
- 2) Auction/Bid: The sealed bid or auction method must be used for farming agreements so that we are offering opportunities to a larger cooperator audience. Bidding or auction are especially relevant if multiple parties have expressed interest in renting the parcel as to not show or demonstrate personal bias or preference for potential land renters. A bid process is not required in the case that the previous landowner obtained cropping rights as part of the negotiations for acquiring their lands. The bidding procedure for agreements where rental revenue is less than \$3,000 is not required. All other farming agreements must go for bid to ensure transparency and access to DNR farmland for all. See Bid and Auction Guidelines in Appendix B.
- 3) Professional opinion: This method may be used based on the FSA rental rates but reductions in rental rates must be documented with the justification for the change in rates such as: small and irregular field size, hydric inclusions, and field slope and length. Best professional judgement should be used if this is the preferred choice to determine the cash rental rate. Professional opinion may also be used if negotiating for in kind services as well as department share of crop.

Farming Agreements can be made for up to 6 years (to align with participation in USDA FSA or NRCS programs) with one cooperator unless longer terms are identified in a planning document or dictated by special circumstances (special fertilizer practices as well as organic farming practices are two examples). Short-term contracts allow for better cropping control and the ability to renegotiate contracts IF soil rental rates increase or decrease. Fair market value is based on the FSA (USDA Farm service Agency Soil Rental Rates).

Examples of contract lengths and crop rotation:

- 3 year contract | Year 1 Corn, Year 2 Soybean, and Year 3 Dove Field
- 3 year contract | Year 1, 2, and 3 Alfalfa
- 6 year contract | Year 1-6 Grazing
- 10 year contract | Year 1-3 Hay or Alfalfa, Year 4-6 Corn, Year 7 Oats, Year 8-10 Alfalfa

General Info

Someone who is a sole proprietor is exempt from the workers compensation insurance certificate as stated on the farming agreement document. The individual will have proof of ownership that indicates they are a sole proprietor. Sole proprietor documentation should be submitted in lieu of the workers compensation certificate.

The new farming agreement contract contains explicit language regarding payment of both in-cash and in-kind services. When a cooperator signs the agreement, they commit to making these payments or providing services outlined in the agreement. Finance recommends that staff send Peoplesoft invoices for any in-cash amounts or in-kind services that are due. By sending an invoice through Peoplesoft, Finance will send past due notices at the 30-, 60- and 90-days past due points. After that, Finance would

send the account to Dept of Revenue for collection if no payments were made. Please reach out to a program Financial Specialist to learn how to enter invoices into the Billing Module in PeopleSoft. In the future, there will be a connection between LMS and Peoplesoft to streamline this invoicing system.

The Land Records System (LMS) will serve as the official record of farming agreements. A records retention/disposition authorization (RDA) will be created in the next year (RDA) for Farming Agreements and for pesticides. At this time, please keep all records associated with farming agreements. Follow RDA 01107000 for all ER Review/NHI portal documentation associated with Farming Agreements.

REQUIRED PRACTICES FOR ALL FARMING AGREEMENTS

Natural Heritage Inventory (NHI) Review

All farming agreements must follow NHI manual code (1753.1 “Endangered Resources (ER) Review Procedures for Department Staff”) and guidelines. In general, cropping, haying, and grazing practices that follow the NRCS practice standards are considered low impact on cropland and farmstead and in some cases in perennial crop systems. A Broad Incidental Take Permit (BITP) as a [No/Low Impact Activity](#) form must be filled out, returned to Bureau of Natural Heritage Conservation NHI staff and uploaded into LMS into the appropriate section of the farming agreement record.

However, if cropping, haying or grazing occurs on pasture or unmanicured/undisturbed areas, a full NHI lookup must be conducted. Furthermore, if farmland is within a federal Karner blue butterfly (KBB) or Rusty Patch bumblebee (RPBB) high potential range (HPR), a full NHI Review must be completed. For Rusty Patch bumblebee, follow the avoidance measures in [Conservation Management Guidelines for the Rusty Patched Bumble Bee \(*Bombus affinis*\) Version 1.6 February 27, 2018](#) and include this in the NHI Review. For Karner blue butterfly, refer to the template language for ER Reviews linked on the [NHI Portal homepage](#) in the NHI Review. In some cases, alternative vegetation management practices must be applied.

In general, NHI Reviews must be conducted in advance of the farming agreement start date. If more than 1 year passes and the agreement has not been signed or implemented, a NHI review renewal must be conducted. The NHI portal includes a new tool to make 1-year NHI renewals very easy to complete, including reminder notifications. The 1-year NHI Review renewal requirement does not apply once the farming agreement has been signed by the cooperator and uploaded into LMS, except when:

A farming agreement is modified by adding additional acres outside of the original field or stand boundaries. A new NHI Review must be done to include the new acres added to the farming agreement.

AND/OR

On a case by case basis, there are some circumstances, where a NHI renewal should be considered even if a farming agreement is already active. These circumstances include new on the ground information resulting from recent biotic inventory or direct observation, or when new or updated species guidance becomes available.

DNR Archaeological and Cultural Resource Inventory Review

All new land management agreements must be approved by the DNR Archeologist and follow archeological and cultural resource protocols. If creating a new farmland field/stand, or if grazing in pasture or previously undisturbed or unmanicured areas, please follow the archeological and historical records protocol as per manual code 1810.1 (Historic Preservation). The DNR Archeologist must approve the grazing location and/or new farmland field.

Follow the [Cultural Resource Review process](#) outlined by the Department Archeologist/Historic Preservation Officer. Launch the DNR Managed Lands mapping application to create a topographical map that shows the extent of the field(s) or grazing area(s) and turn on the PLSS layer as well as the topographical layer. You can also increase the transparency of the property boundary and field if needed. This topo map must be uploaded in LMS as a part of the documentation. Many of our properties have federal interest and this will ensure we comply with federal standards. Contact the Bureau of Wildlife Management Public Lands Specialist for more information.

REQUIRED PRACTICES FOR ROW CROPPING AGREEMENTS

All cropping guidelines must follow USDA-NRCS Standards. Department staff are to rely on NRCS, County Land and Water Conservation Departments, Farm Bill Biologists and private Technical Service Providers to collect and collate the data into the required soil conservation and nutrient management plans. The responsibility of the Habitat Managers/DNR staff is to ensure the producer provides all the required documentation and completed plans to the Department prior to the start of the contract season. It is also a requirement that Habitat Managers/DNR staff upload prior mentioned documents into the LMS system prior to the start of the contract year growing season. See Master Planning [Farming Practice Common Element](#).

Wisconsin Administrative Code NR 151

All farming (including livestock grazing) on state lands must comply with all applicable agricultural performance standards and prohibitions in the most current version of NR 151. Some of the applicable standards include sheet, rill and wind erosion, tillage setbacks, phosphorous index, nutrient management, and manure management prohibitions. Additional performance standards and prohibitions may be incorporated into NR 151 in future rule revisions and if applicable, are required for compliance at the time of promulgation in NR 151. Compliance with NR 151 is required regardless of state cost sharing. For farmland in Silurian bedrock, cooperators must comply with [NR 151.075](#). Silurian bedrock means the area in Wisconsin where the bedrock consists of Silurian dolomite with a depth to bedrock of 20 feet or less. This area comprises portions of the following counties: Brown, Calumet, Dodge, Door, Fond du Lac, Kenosha, Kewaunee, Manitowoc, Milwaukee, Outagamie, Ozaukee, Racine, Sheboygan, Walworth, Washington, and Waukesha. Areas where Silurian bedrock occurs in Wisconsin can be identified by the most current NRCS, [Wisconsin Geological Natural History Survey](#), department of agriculture, trade and consumer protection, department of natural resources, county maps, or infield bedrock verification methods. Cooperators must comply with the prohibitions in [NR 151.08](#) on DNR managed lands.

Compliance with NR 151 is required regardless of state cost sharing. For farmland in Silurian bedrock, cooperators must comply with [NR 151.075](#). Silurian bedrock means the area in Wisconsin where the bedrock consists of Silurian dolomite with a depth to bedrock of 20 feet or less. This area comprises portions of the following counties: Brown, Calumet, Dodge, Door, Fond du Lac, Kenosha, Kewaunee, Manitowoc, Milwaukee, Outagamie, Ozaukee, Racine, Sheboygan, Walworth, Washington, and Waukesha. Areas where Silurian bedrock occurs in Wisconsin can be identified by the most current NRCS, [Wisconsin Geological Natural History Survey](#), department of agriculture, trade and consumer protection, department of natural resources, county maps, or infield bedrock verification methods. Cooperators must comply with the prohibitions in [NR 151.08](#) on DNR managed lands.

Cooperators should consult their local NRCS or county land conservation office for guidance and assistance with developing soil and nutrient conservation plans.

http://docs.legis.wisconsin.gov/code/admin_code/nr/100/151/13

Soil Conservation

The row crop Farming Agreement requires that cooperators provide a soil conservation plan to ensure soil losses do not exceed the maximum amount of annual erosion, or tolerable soil loss (T). This permits the fertility and productive capacity of the soil to be maintained indefinitely. T values range from 1 ton per acre per year for the most fragile soils, to 5 tons per acre per year for soils that can sustain more erosion without losing significant productive potential. Soil properties affecting T include texture,

permeability, available water capacity, and depth to restrictive layers such as rock, clay, or gravel. For more information about tolerable soil loss, <https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/home/?cid=stelprdb1041925> please see [SnapPlus](#) will calculate value.

NRCS provides Conservation Planning—more information can be found here:

<https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/technical/cta/>

Soil tests in accordance to [UW A2100](#) are required and results must be submitted to the Department for all farmed lands.

Nutrient Management

A nutrient management plan developed according to NRCS technical standard 590 is required for farming on all Department lands. If nutrients or manure are applied to the field, the cooperators must provide a nutrient management plan in accordance with NRCS technical standard 590 (the program SnapPlus is recommended) and apply nutrients according to the plan. Spreading manure on snow covered or frozen ground is strictly prohibited. Manure spreading is generally uncommon on department farmland, as it can impact public use and spread invasive species.

https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1192371.pdf
<http://snapplus.wisc.edu/>

Phosphorous Index (PI)

Department lands must be farmed in a way that minimizes the discharge of phosphorous to waters of the state, insuring that a phosphorous index of 6 or less is maintained over the crop rotation with no single year exceeding a PI of 12. If the cropland is within an area with a Total Maximum Daily Load ([TMDL](#)), those phosphorous limits should be met as well. Refer to Nutrient Management section and [590](#) Nutrient Management Plan for guidelines. Additional information regarding phosphorus rules can be found at <https://dnr.wi.gov/topic/surfacewater/phosphorus/>

Pesticides

It is the Department's preference to reduce pesticide use to the greatest extent possible. To prevent exposure to pollinators, the safest action is to avoid use of insecticides. If pesticides are used, they must adhere to State of Wisconsin statutes regarding pesticide control and in compliance with all federal, state, and local laws, codes, and regulations, including department manual code 4230.1. Pesticides should be restricted where there is good reason to believe that their use will be detrimental to fish or wildlife per the pesticide label. No pesticides on the [FSC Highly Hazardous Pesticides](#) Prohibited list can be used OR atrazine. The FSC HHP list is split into three categories: prohibited, highly restricted and restricted, with highly restricted or restricted pesticides allowed on farmland only.

The cooperators must report current year applications of pesticides to the DNR property manager by December 1 for each year covered under this agreement, but the property manager may request it earlier in order to compile records in time for DNR reporting (i.e., end of growing season, November 15). The property manager will provide the cooperators with a simple [form](#) to make it easier to keep track of pesticide use. For more guidance on pesticide use and reporting, see the department's [pesticide toolbox](#). The property manager/habitat manager is responsible for reporting all pesticide use from the cooperators by January 15th per manual code 4230.1.

Neonicotinoid Insecticides

Starting January 2021, a new neonicotinoid insecticide policy will take effect for farming agreements. Neonic insecticides include acetamiprid, clothianidin, dinotefuran, imidacloprid, nitenpyram, nithiazine, and thiamethoxam. Corn and soybean seeds, as well as alfalfa and sunflower, are largely treated with neonicotinoid products. Current research shows neonicotinoids are detrimental to pollinators and waters ([Purdue](#), [USGS](#)) and have negligible yield benefits ([Purdue](#), [Nature](#),). The Midwest Association of Fish & Wildlife Agencies (MAFWA) approved a resolution in 2016 to promote the discontinuation of neonic insecticides on member state lands. Nebraska, Minnesota, Ohio and Missouri have already prohibited neonic use on their wildlife areas. The new Wisconsin DNR policy for farming agreements is as follows:

1. New Farming Agreements:
 - a. No Neonic use (treated seeds or other application methods) for *any new* farming agreements outside federal species high potential ranges/zones.
 - b. Seed labels must be submitted to the staff person administering the Agreement (this could be a habitat manager or property manager) every year prior to planting.
 - c. Emergency reactive use may be allowed, if:
 - i. IPM guidelines/thresholds have been met for insect infestation, and
 - ii. Cooperator/Farmer obtains approval from the staff administering the Agreement and Pesticide Use Approver (PUA) based on IPM thresholds before using insecticides. Non-neonicotinoid pesticides are encouraged, but neonics are allowed if there are no alternatives.
 1. If approved, an amendment to Farming Agreement (LMS process), signed by cooperator and PUA in the form of a memo.
 2. Amendment uploaded to LMS as documentation
 3. As with other pesticides applied under a farming agreement, enter information of neonicotinoid use into WisFIRS annually, including uploading the pesticide label and safety data sheet (SDS).
2. Existing Farming Agreements:
 - a. No neonic use if farmland is *within a high potential range or zone* (HPR/HPZ) of federally listed pollinator species;
 - i. This will require an amendment to existing contracts; DNR staff helps cooperator find alternative sources of seed and provides instructions on IPM practices and thresholds.
 - ii. Seed labels must be submitted to farming agreement staff administrator prior to planting every year.
 - iii. No emergency use of insecticides will be allowed in areas with federal or state listed pollinator species.
 1. Consider converting stands to permanent habitat cover.

- b. If farmland is not within HPR/HPZ, neonic treated seeds are allowed until agreement expiration.
 - i. Encourage your current cooperator to source seeds without neonic treatments prior to expiration.
 - ii. Any renewal contracts will require non-neonic treated seeds.

The goal is to be neonicotinoid free by 2025, which aligns with current crop of expirations within LMS. Over the course of the next 5 years, staff should encourage non-neonic treated seed for existing contracts for earlier compliance to policy. We strongly encourage neonic-free amendments on farming agreements that go beyond 2022.

Talk to your cooperator about what seeds they use. Cooperators will need to reach out to their seed supplier in August or September to procure seeds without a neonic treatment. The cooperator must provide seed labels to DNR staff implementing the farming agreement prior to planting. These seed labels will need to be scanned and uploaded into your agreement record in LMS. There are educational handouts in Land Management System to provide ccooperators with the new policy information. Reach out to the Conservation Agriculture & Grazing Specialist for more information on seed sourcing.

Invasive Species Management

To minimize invasive species, cooperators must follow Best Management Practices (BMPs) for Invasive Species when working on department lands. There is potential for farming to introduce or encourage invasive species through seed, animals, feed, disturbance, and machinery. It is important that cooperators follow Best Management Practices (BMPs) when working on department lands to reduce this potential. For more information on BMPs, see the DNR [BMP webpage](#). For more information on invasive species in Wisconsin, see the [department invasive species web page](#).

Conservation Buffers/Filter Strips

There must be a permanent vegetated buffer between cropped fields and all wetlands/waterways and other environmentally sensitive areas unless there is a valid land management reason (these situations are expected to be rare). Conservation buffers slow water runoff, enhance infiltration, and trap sediment, fertilizers, pesticides, pathogens, and heavy metals. Recommended buffer widths range from 20-120 feet. NRCS refers to these buffers as filter strips and provides guidelines for them in NRCS conservation practice standard 393.

https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1241319.pdf

RECOMMENDED PRACTICES FOR ROW CROP AGREEMENTS

The intent of including these recommended practices is to encourage cooperators to implement these soil health practices when and where the practice is appropriate and meets the habitat objectives of the site.

Cover Crop and Soil Health

The [Improving Environmental Performance on public land agricultural leases](#) report by the National Wildlife Federation recommends the use of cover crops on agricultural land owned by public entities. Depending on the time of planting and success of establishment, cover crops can improve soil health, reduce erosion, reduce weed invasion, and provide a wide variety of habitat and food for wildlife. Cover crops include grasses, legumes and forbs; a variety of seed mixes can be found in the NRCS practice standard 340 https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1263176.pdf.

Use of a cover crop as a green manure (a case in which a fall seeded cover crop may be terminated the following spring via herbicide or minimum till) may be used depending on crop to be planted and goals of the individual site. On farmland where it is determined that fall tillage is needed in preparation for spring planting, it is recommended that a terminal cover crop such as oats is used to provide protective soil cover over the winter. A cereal rye could also be used as cover crop which is then terminated the following spring.

Soil health should always be a consideration when engaging in farming practices. There a variety of resources that provide detailed information on how to maintain and enhance soil health. NRCS has a comprehensive resource here:

<https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/soils/health/>.

No Till

Continuous no till with 60% residue from previous crop year is required unless an acceptable alternative is approved in writing by the Department. No till practice maintains soil health by providing residual cover from the previous crop grown. This practice also allows for soil protection (i.e., decreases soil erosion), healthy micro-soil biomes, and allows for increased water infiltration. It is highly recommended that no till practices are used on all agricultural lands where applicable.

Reduced or minimum tillage

Where tillage is being used, a minimum of 30% residue must remain after tillage activity in accordance with NRCS practice standard [329](#) or as defined in the soil conservation plan for that farm field.

See Resources section for cover crop and no till practices.

Other Considerations

If untreated or organic seed choices are desired by habitat manager or cooperator, contact the DNR Conservation Agriculture and Grazing Specialist for more information. There are multiple sources for untreated corn and soybean seed, most of the suppliers are selling under the certified organic labels. Companies such as Blue River, Albert Lee Seed House and many others can be found in the [Midwest](#)

[Organic Resource Directory](#) (11th edition) published by the Midwest Organic and Sustainable Education Service (MOSES). The seed section begins on page 43.

For cooperators seeking organic certification on DNR Managed Lands, contact the Conservation Agriculture and Grazing Specialist. Organic farming contract lengths of 6-10 years will be needed due to the 3 year organic certification process. A 35 ft. buffer is required between organic fields and other lands that have pesticide applications. See the USDA organic certification standards for more information on this practice: <https://www.usda.gov/topics/organic>.

In adverse weather conditions (e.g., early/late blizzard, high water or saturated soils) which may prevent the timeliness of implementing cover crop or other conservation practices, farming agreement managers should keep record of these events in LMS in the comments section. Shorter-day maturity varieties may need to be selected as alternatives for planting after the weather event concludes in order to prepare for a fall cover crop to be successfully planted.

REQUIRED PRACTICES FOR HAYING AGREEMENTS

In the Master Planning common [element](#) for mowing, brushing and haying, mechanical methods used to manipulate herbaceous plant structure and composition to achieve resource management objectives are approved for 10 habitat types. Haying (cutting or mowing) of herbaceous plant material (grasses, sedges, legumes) is primarily for livestock forage or biofuel and has the added benefit of preventing or slowing the encroachment of woody species. This practice typically is accomplished with machinery (e.g., riding mowers or tractors with mowing attachments). More information on the Forage Harvest Management practice standard 511 can be found here:

https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs143_025915.pdf

Alfalfa, mixed grass-legume hay, or grass managed as nesting cover should not be harvested during species-specific avoidance periods (see NHI guidance above). An NHI Review will provide specific dates for avoidance of harvesting forage to protect nesting birds, pollinators or other rare and endangered/threatened species. If forage harvesting avoidance periods will not allow vegetation to regrow before winter, leading to soil/nutrient runoff, then consider alternative locations for harvesting forage. Consult the grassland and savanna incidental take protocol for more guidance on avoidance dates and management options.

Rental rates for hay cutting or forage harvesting is dependent upon the species being harvested, yield, dry matter storage loss, quality and harvest costs. UW-Extension has guidance on how to estimate pricing for standing hay: <https://fyi.extension.wisc.edu/forage/pricing-standing-hay/>.

Pricing Standing Hay UWEX

<https://fyi.extension.wisc.edu/forage/files/2016/10/Pricing-Standing-2013-revision.pdf>

Current Hay Market Reports- weekly reports on hay prices

<https://fyi.extension.wisc.edu/forage/h-m-r/>

To minimize the risk of fire and the spread of weeds from hay harvest operations, property managers should provide a copy of Hay Emergency Additional Guidelines (Appendix C.) to each person that receives a hay harvest permit. For more information on rental rates for hay, please contact the DNR Conservation Agriculture & Grazing Specialist.

REQUIRED PRACTICES FOR PRESCRIBED GRAZING AGREEMENTS

For further guidance, see Grazing Operations Guidance-TBA.

In the Master Planning common element, [prescribed grazing](#), the use of domestic animals, of any species to remove vegetation, has grown in popularity and can be a useful tool to achieve master plan or wildlife management goals. It can be an effective means of controlling or eliminating woody and/or undesirable vegetation and modifying plant composition and structure in grasslands and savannas or around wetlands to meet resource management objectives. Conversely, over-grazing can lead to soil compaction, erosion, noxious weeds, exotic invasive species, and complaints from the public.

All grazing on DNR lands will be accomplished through grazing agreements. Consultation with the Conservation Ag. Specialist is required prior to the development of a grazing system on state owned and managed properties. For further guidance, see Grazing Operations Guidance (in progress) or talk with the Wildlife Management Conservation Agriculture & Grazing Specialist.

Grazing is used to help achieve the following objectives: set back woody encroachment of open grassland habitats or eliminate undesirable herbaceous vegetation in advance of a restoration; maintain surrogate grasslands and potentially restored prairies (more research needed), particularly in sites where other techniques may be difficult to apply (e.g., prescribed fire in sites adjacent to housing developments or highways); and reduce litter build-up and vegetation height and density to create or maintain suitable habitat for species with specific habitat requirements (e.g., grassland birds that prefer shorter vegetation heights). The timing, intensity, and method of grazing and the livestock species used are all important factors in achieving management objectives and avoiding or minimizing potential negative impacts.

Grazing agreements must include a [528 Prescribed Grazing Plan](#). Habitat Managers/DNR staff must upload all required documents into the LMS system prior to the start of the contract year growing season.

REQUIRED PRACTICES FOR OTHER AGRICULTURAL ACTIVITIES

A variety of management methods may be used to accomplish specific objectives on a property. Many would be used rarely and then only under certain circumstances. Great care should be taken to clearly define what is wanted and not to rely on a sheet of standard conditions to cover all possible unforeseen problems. See Master Planning [Farming Practice Common Element](#) for food and dove plots. See Appendix D. for a list of common special conditions.

Food and Dove Plots

Food plots provide hunting opportunity, wildlife forage, and may be installed at the property manager's discretion based on the property management plan and local needs. Farming Agreements are a good mechanism to install and manage food plots on department lands. Food plots should generally be at least 1 acre in size and located immediately adjacent to permanent cover.

Food plots for dove hunting should follow the department's dove field guidance located within the Wildlife Management Operations Manual ([Chapter 8.15](#)). Dove field locations should be posted on the department web site by sending the location to the Migratory Bird Biologist. These will also be available as polygons in WisFIRS if a stand is marked with a dove plot prefix. NRCS Wisconsin Job Sheet 136 provides specific direction for food plots:

http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_024039.pdf. DNR staff are allowed to use the general approval process for highly restricted and restricted (i.e., glyphosate) pesticides on dove fields as these are not within forest certification lands. See pesticide [sharepoint](#) site for more information.

Department staff should NOT use neonicotinoid treated sunflower seeds as they are detrimental to pollinators. Check the list of [FSC Highly Hazardous Pesticides Prohibited](#) list for specific neonicotinoid active ingredients. [Reminder: FSC HHP is split into 3 categories: prohibited, highly restricted and restricted]. Thiachloprid is on the prohibited list and should not be used in any circumstances. Additional neonicotinoids include acetamiprid, clothianidin, dinotefuran, imidacloprid, nitenpyram, nithiazine, and thiamethoxam.

The Clearfield sunflower system that is typically used for dove fields has multiple levels of chemical treatment. The sunflower seed coat is treated with a neonicotinoid called thiamethoxam and also three fungicides (mefenoxam, fludioxonil and azoxystrobin). The emerging seedling is then also tolerant to specific broad-leaved herbicide post-emergence (imadizolinone or Beyond). Thiamethoxam is not on the FSC list of prohibited pesticides, however the EPA has proposed [interim decisions](#) for thiamethoxam and 5 additional neonicotinoids. Thiamethoxam has been banned in the European Union due to detrimental effects on bees. It is strongly recommended that property managers or habitat managers use alternative seed mixes for dove fields.

If untreated sunflower seeds are unavailable, consider a pre-emergence herbicide from that National Sunflower Association. There are a variety of non-sunflower options for dove fields that should be considered. See Table 1 of the [dove field guidance](#) for other seeds including buckwheat, winter wheat, sorghum and millet. Please reach out to the Conservation Agriculture Specialist or the Public Lands Specialist for a list of organic and/or untreated seeds. All property managers need to conduct an NHI lookup to determine if dove fields are within the Rusty Patch Bumble Bee or Karner Blue Butterfly High Potential Ranges and other rare and endangered/threatened species (see NHI guidance above) .

EMERGENCY HAYING/GRAZING

In the event a drought emergency is declared by the Governor, department lands may be opened to emergency haying and grazing under the following conditions.

Fields or stands previously scheduled for hay sale

In the case where we have hay fields previously scheduled for harvest, those contracts should be implemented as planned and should not be made available free-of-charge under the drought emergency.

All other department grass fields not under a haying or grazing contract

All other department owned grass fields can be considered for harvest under the following conditions.

- The department will not collect a fee for these fields (fees will only be collected for those fields previously scheduled for Hay Sale as agreed upon in the hay contract).
- Hay harvest and grazing should be handled on a first-come, first served basis.
- Participating cooperators must sign a farming agreement specifying that they will use hay from department land for their own livestock and may not sell it.
- Harvest of cool-season grass fields/stands may begin any time after July 31 and must end by August 30. Cutting height for cool-season grass should be no less than 3 inches residual. (NOTE: this avoids the primary nesting period for grassland nesting birds and allows enough time, provided we get rain, for the fields to recover. Make sure to conduct an NHI Review to determine if any additional avoidance measures must be implemented to protect listed and SGCN species. Residual growth after August 30 is important for providing nesting cover the following spring and some semblance of huntable cover for the fall hunting season).
- Warm-season grass fields/stands should be harvested between July 31 and August 10. Past experience has suggested that cutting warm-season grass/forb fields after August 10 can damage the seedlings. Individual property managers should have the flexibility to alter these dates based on the soils, species composition, dormancy of the stand, and if they want to reduce the grass density. Cutting height for warm-season fields should be at least 6 inches. (Note: see NHI review for species specific avoidance dates in your area).
- Fields/stands slated for fall seed harvest will not be harvested for hay.
- Only one cutting per field/stand is allowed.
- Property managers should generally restrict harvest to 20 acres per cooperator to spread the opportunity among interested parties. However, property managers can exceed that amount based on availability of forage and demand.
- Property managers should strive to leave at least 25% of the grass-base on the property as fall hunting cover.
- Haybine operators must access department property using existing access drives and field roads.
- Emergency haying may also be used as an important opportunity to remove woody vegetation on sites where normal moisture levels preclude entry into the fields. Either the property manager or the cooperator could perform the removal operations.
- Hay should not be stored on department properties.
- To minimize the spread of weeds, prior to moving equipment onto and off of a department property, equipment should be cleaned using the most practical method available (i.e. scraping, brushing, washing, high pressure air, etc.). High pressure air could be used to remove dust and chaff from the working parts of haying equipment. This will help minimize the spread of weeds while helping to reduce the chance of starting a wildfire.

- Emergency grazing may also be allowed where current fences are in place. Cooperators willing to install and remove temporary electric fences may also graze cattle.
- Property managers should follow grassland protocol which covers mowing and grazing activities. The link to the grassland protocol is: <http://dnr.wi.gov/topic/ERReview/ItGrasslands.html>
- Each individual grazing plan will have stocking rates determined by the prescribed grazing plan writer that will align with the goals of the wildlife area (consult Conservation Agriculture Specialist first). To minimize the risk of fire and the spread of weeds from hay harvest operations, property managers should provide a copy of Hay Emergency Additional Guidelines (Appendix C.) to each person that receives a hay harvest permit.

REPORTING REQUIREMENTS

An annual report of farming agreements detailing crops and acreage of farmland will be generated by the Public Lands Specialist and the Conservation Agriculture & Grazing Specialist by January 30th of each year via LMS, taking the place of Form 2200-091A.

Each cooperator will provide an annual summary of work based on a template that will be uploaded to LMS (to be developed).

PROCESS AND SYSTEMS

Cooperator Responsibility

- Conservation plans, nutrient management plans, and other required documentation will be written by certified plan writers (i.e., Technical Service Providers or certified agency staff) based on NRCS standards. The producer is responsible for providing the finalized plans/documents/maps before the start of the cropping/haying/grazing year.
- Cooperator is responsible for implementing all practices according to standards and agreement conditions.
- Annual activity summary will be due to habitat manager/farming agreement managers from producer by Dec 1st of each agreement year.
- Annual pesticide use report is due to habitat manager/farming agreement managers by December 1st of each agreement year.
- Soil tests are required in accordance with UW A2100 recommendations and results submitted to DNR in the first year of the lease (generally after each contract begins)

Habitat Manager Responsibility

- If the Administrative Property Manager is a different person than the habitat manager, the habitat manager will engage the Property Manager through the APIP process to determine plans for farming agreements. The breakdown of administrative implementation of farming agreements is below:
- NHC will manage stand alone SNA farming agreements and the Southwest Wisconsin Grassland and Stream Conservation Area agreements.
- WM will manage those agreements on Wildlife Areas, Fishery Areas, and embedded State Natural Areas within Fish and Wildlife Areas.
- FH will manage agreements within the easements of the Streambank Protection Program. Fisheries staff are to follow FH program policy on these types of land use agreements.
- PRM will manage agreements on State Parks, Rec Areas, Southern State Forests.
- FR will manage farming agreements on Northern State Forests.
- For staff currently managing agreements on properties that are not within their administrative program (e.g., WM managing Northern Kettle Moraine agreements), these will remain the same if desired.
- Locate fields and determine the management objectives of the tract/stand/farm field (in consultation with the Conservation Agriculture & Grazing Specialist if grazing). Reference property Master Plan, statewide species or habitat management plans or other appropriate guidance. Other considerations include:
 - a. Soils
 - i. Type
 - ii. Fertility
 - iii. Capability
 - iv. Percent slope
 - v. Erosion potential
 - vi. Drainage problems
 - vii. Sensitive areas – e.g., stream corridors, water ways, springs etc.

- b. Existing vegetation/native plant communities (especially remnants) and wildlife, including known rare species (NHI), conservative native species, and invasive species
 - c. Location in relation to existing cover types
 - d. Other recreational uses
 - e. Site limitations or obstacles – e.g., pheasant stocking, predator pressure, slope
- Determine whether agricultural practices (cropping haying and/or grazing) are compatible with and can help achieve land management goals.
- Create a site specific NRCS standard 528 grazing plan for all grazing lease agreements.
- Prepare a farm map using LMS interface. Delineate fields by number in LMS. Attach map as part of the bid documentation. Create map using most recent aerial photo. Map should be a minimum of eight inch to one mile scale.
- Prepare minimum rental rate value based on FSA rates in LMS to incorporate into bid document.
- Advertise for bids or notices the auction as required.
- Contact or notify cooperator of successful bid.
- In consultation with cooperator, decide on crops to be planted (rotation), pesticides to be used or vegetative materials to be manipulated (haying or grazing) based on best available information (soils, seed maturity and variety, fertilizer needs, planting methods). List crops planted or other management activity by field identification and indicates acreage for each year.
- Identify in-kind services associated with farming agreement using professional opinion and/or custom rate guide.
- Prepare Farming Agreement using the Land Management System, including the agreement form 2200-91.
 - a. Clearly spells out what cooperator and department must do and provide. Includes rent, shares, and harvest methods as appropriate. Lists conditions (see special conditions).
- Route Farming Agreement to Property Manager and Supervisor or Conservation Agriculture and Grazing Specialist (for grazing agreements).
- Contact successful cooperator, obtain their signature on Farming Agreement.
 - a. Ensure the Farming Agreement is signed by February 1 to give cooperator time to obtain required materials.
 - b. Provide pesticide letter and reporting form that will be returned to Habitat manager at the Dec 1 of crop year.
 - c. Submit a signed copy of the Farming Agreement with special conditions and map to cooperator, habitat manager, and district supervisor (if required by the program). Upload final signed documents to LMS, including any soil conservation or nutrient management plan.

- Certify the Farming Agreement documents are complete and activate agreement.
- Check cropping operation periodically during the cropping season to ensure compliance with the agreement. Personal contact with the cooperator is encouraged to establish good working relations.
- Ensure seed labels are provided prior to each growing season. Upload into LMS Other Documents section.
- Remind cooperator of reports due no later than Dec 1st after growing/cropping season or earlier at discretion of property/habitat manager.
- See that the annual report is automatically generated by both the Land Management System and WISFIRS.
- Code time appropriately to the correct program for farming agreement work. Submit rental payments via General Remittance Form 9300-029A.

Property Manager

1. Review and approve farming agreements routed to their level within LMS

Area Supervisors

1. Review and approve farming agreements routed to their level within LMS.

WM District Program Supervisors/NHC Field Ops Supervisor/Parks District Supervisors

1. Review the farming program on each property and modify as necessary at least every five years.
2. Allocate funding according to statewide formula.

Statewide Specialists

1. Public Lands Specialist queries computer systems to get the reports.
2. Conservation Agriculture & Conservation Specialist consults on grazing and queries data for grazing reports.

RESOURCES

Environmental Protection Agency (EPA) | <http://www.epa.gov/agriculture/ag101/printcrop.html>

Farm Service Agency (FSA) | <http://www.fsa.usda.gov>

Natural Resources Conservation Service (NRCS)

General Technical Information |

<https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/technical/cp/ncps/>

Cover Crop and No Till Resources

USDA NRCS Cover Crop standard 340 |

https://efotg.sc.egov.usda.gov/api/CPSFile/1347/340_WI_CPS_Cover_Crop_2015

WI Technical Note #7 Cover and Green Manure crops benefits to soil

https://efotg.sc.egov.usda.gov/api/CPSFile/1348/340_WI_GD_Cover_and_Green_Manure_Crops_Benefits_to_Soil_Quality_2017

Cover Crop Termination Guidelines |

https://efotg.sc.egov.usda.gov/api/CPSFile/1350/340_WI_GD_Cover_Crop_Termination_Guidelines_Guidelines_2019

Conservation Crop Rotation Standard 328 |

[https://efotg.sc.egov.usda.gov/api/CPSFile/1334/328_WI_CPS_\(Con\)servation_Crop_Rotation_2015](https://efotg.sc.egov.usda.gov/api/CPSFile/1334/328_WI_CPS_(Con)servation_Crop_Rotation_2015)

Residue and tillage management, no till Standard 329 |

https://efotg.sc.egov.usda.gov/api/CPSFile/1337/329_WI_CPS_Residue_and_Tillage_Management_No_Till_2018

Residue Estimates Doc based on tillage machine type |

https://efotg.sc.egov.usda.gov/api/CPSFile/1338/329_WI_GD_Estimates_of_Residue_Cover_Remaining_After_Single_Operation_of_Selected_Machines_1993

University of Wisconsin, Division of Extension

Agriculture | <https://extension.wisc.edu/agriculture/>

Crops and Soil | <https://extension.wisc.edu/agriculture/crops-and-soils/>

Soil Sampling | <https://soilsexension.webhosting.cals.wisc.edu/wp-content/uploads/sites/68/2014/02/A2100.pdf>

Farm Management | <https://farms.extension.wisc.edu/>

Grazing | <https://fyi.extension.wisc.edu/grazes/>

Grassland Birds: Fostering Habitats Using Rotational Grazing (A3715):
<http://learningstore.uwex.edu/Assets/pdfs/A3715.pdf>

Pastures for Profit: A guide to rotational grazing:
<http://learningstore.uwex.edu/Assets/pdfs/A3529.pdf>

You can find average weights for various types of stock on page 29 of this publication if you need some help in estimating an animal unit (1,000 pounds)

Forage | <https://fyi.extension.wisc.edu/forage/>

Wisconsin Department of Natural Resources

Nutrient Management | <https://dnr.wi.gov/topic/AgBusiness/CAFO/NutrientManagementPlan.html>

Other Resources

Regenerative Agriculture: <https://youtu.be/uUmlDqOD6-A>

Farming on Public Land: http://www.nofa.org/tnf/2016_SpringSectionB.pdf OR
<https://thenaturalfarmer.org/article/public-land-farming/>

Public Land Agricultural Performance: [Improving Environmental Performance on public land agricultural leases](#)

APPENDIX A. FARMING AGREEMENT TEMPLATE

State of Wisconsin
Department of Natural Resources
Agreement Type: Farming

Farming Agreement
Section 23.09(2). Wis. Stats.
Form 2200-091 Rev. 11-89

Notice: Personal information used on this form, including such data as your name, address, phone number, etc., will be used for management DNR farming agreements. Personally identifiable information is not intended to be used for other purposes and may be made available to requesters under Wisconsin's Public Records laws (ss. 19.31-19.39, Wis. Stats.) and requirements.

Agreement Number _____ Name of Project _____

This Agreement made this __ day of _____, _____, by and between the State of Wisconsin, Department of Natural Resources (Department), and

NAME Phone Number: _____

ADDRESS Mobile Number: _____

CITY, STATE ZIP CODE

(Farmer) **The state contact for this Agreement is .**

In consideration of the mutual benefits arising hereunder and subject to the terms and conditions herein, the Department hereby permits the Farmer to produce and harvest farm crops on lands owned or under the control of the Department described as follows:

Municipality _____

Township, Range and Section _____

Field Name	Compartment	Stand	Cover Type	Agreement	Soil Type	FSA#	Acres
------------	-------------	-------	------------	-----------	-----------	------	-------

Total acreage covered by this Agreement _____

This Agreement shall be in effect beginning _____, and terminating _____, subject to the conditions of this Agreement.

General Conditions:

1. This Agreement is granted on a cost-share and/or cash basis, the details of which are specified in *Appendix A* (attached hereto and made a part hereof). In the event that in-kind payments are required, the Farmer shall complete such in-kind payments to the satisfaction of the Department according to any parameters or deadlines established by the Department. In the event that in-cash payments are required, the Farmer shall submit each payment in the amount, by the deadline and according to the instructions as invoiced by the Department.

2. The Farmer agrees to purchase and provide worker's compensation insurance as follows: during the life of the Agreement, worker's compensation insurance as required by Wisconsin Statutes for all employees engaged in the work. An insurance certificate shall be provided to the Department prior to commencement of the work. If the Farmer is a sole proprietor, the Farmer does not need to purchase or provide the workers compensation insurance. Proof of sole proprietor tax status will be required.
3. In connection with the performance of work under this Agreement, the Farmer agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Farmer further agrees to take affirmative action to ensure equal employment opportunities. The Farmer agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
4. This Agreement may be amended, changed or modified only in writing. Changes and modifications shall be agreed upon by both the Farmer and the Department. The Department is under no obligation to adjust the rental rates specified in this Agreement, if requested by the Farmer.
5. The Department may terminate this Agreement at any time and for any reason upon written notice to the Farmer. Grounds for termination may include but are not limited to failure of the Farmer to satisfy any condition or requirement of this Agreement as determined solely by the Department. In the event of such termination, the Department may do the work or cause it to be done, without liability to the Farmer or foregoing its right to seek damages from the Farmer. Additionally, the Department may pursue any remedy allowed under law, including the referral of past-due payments to the Wisconsin Department of Revenue for collection. A breach of this Agreement may render the Farmer ineligible to receive another such Agreement and shall result in the forfeiture of any down payments made by the Farmer if such down payments were required. Neither party shall be held to have failed performance if the failure of any crop results from the effects of elements over which the party has no control, to wit: fire, frost, flood, wind, hail or drought.
6. Upon the conclusion or termination of this Agreement, whichever occurs first, the Farmer shall remove the Farmer's machinery, equipment and any commodities produced through this Agreement within 14 days.
7. The Farmer agrees to protect, indemnify and hold harmless the Department and its officers and employees from and against any and all claims, causes of action, damages, demands, costs, expenses and liability due to any loss or damage to any property or bodily injury to any person, including death as a direct or indirect result of any act of omission of either the Farmer or the Department or their respective officers, employees, agents, partners, representatives, members, directors, successors, heirs or servants in connection with this Agreement or the use of the premises. Without limitation because of enumeration, the Department shall not be liable for any damage to the Farmer's crops, livestock, machinery, equipment or any personal property that the Farmer brings on the premises.
8. The Farmer shall not disturb or destroy any wildlife habitat located outside of the area under Agreement.
9. This Agreement grants no hunting or trapping rights.
10. Except when the public might unreasonably interfere with the farming operation, the Farmer may not prevent the public from entering any part of the premises that is otherwise normally and usually open to the public.
11. The Farmer is required to complete a harvest summary by December 1 for each year covered in this Agreement.
12. This Agreement shall not be transferred without prior written approval of said transfer by the Department.

Farming Conditions:

1. The farming unit map which has been marked as *Appendix B* is attached hereto and made a part hereof.
2. Unless otherwise specified under specific conditions, the Farmer shall furnish all seed, fertilizer, labor, materials and equipment, and bear all expenses incident to the seeding, planting, cultivation and harvesting of all crops. The Department shall not provide any equipment or materials.
3. All farming, including livestock grazing, on state lands by the Farmer shall comply with the agricultural performance standards set forth in ch. NR 151, Wis. Admin. Code, as related to sheet, rill and wind erosion, tillage setbacks, phosphorous index, nutrient management, and manure prohibitions.
4. To ensure soil losses do not exceed the maximum amount of annual erosion (T), the Farmer shall provide a soil conservation plan according to the United States Department of Agriculture, Natural Resources Conservation Service (NRCS) standards.
5. The Farmer shall farm Department lands in a way that minimizes the discharge of excess nutrients into the environment. If nutrients or manure are applied to the field, the Farmer shall provide a nutrient management plan in accordance with NRCS technical standard 590 and apply nutrients according to the plan.
6. The Farmer shall farm Department lands in a way that minimizes the discharge of phosphorous to waters of the state. The Farmer shall manage lands in such a way that a phosphorous index of 6 or less is maintained over the crop rotation with no single year exceeding a phosphorus index of 12. If the cropland is within an area with a Total Maximum Daily Load, those phosphorous limits should be met as well.
7. If Department lands are adjacent to surface waters of the state, the Farmer shall comply with NRCS conservation practice standard 393 Filter strips guidance to ensure protection of those water resources. The recommended filter strip widths are 20 to 120 feet depending on slope and length.
8. The Farmer shall apply pesticides to the land only in strict compliance with the label and all federal, state, and local regulations. The Farmer may not apply any of the following pesticides: pesticides on the FSC® Highly Hazardous Pesticides Prohibited list; any neonicotinoid insecticides (including treated seeds); or atrazine.
9. The Farmer shall report all pesticide use to the Department property manager by December 1 for each year covered under this Agreement. The property manager will provide the Farmer with a simple form for tracking of pesticide use.
10. The Farmer shall ensure fire prevention such as having effective spark arrestors on tractor exhaust pipes and engines and shall not start any fires on the premises.
11. The Farmer may not conduct grazing on Department lands unless specifically authorized by the Department in writing as part of a farming Agreement or an amendment to a farming Agreement. The Farmer shall undertake grazing practices in accordance with a 528 Prescribed Grazing Plan that outlines site specific goals and objectives.
12. The Farmer may not construct or place on the land any structure, building, sign, fence or improvement unless specifically authorized by the Department in writing.
13. The Farmer shall remove from the premises any garbage or trash generated by the Farmer during the farming operation.

Specific Conditions:

<u>Date</u>	<u>Responsibility</u>	<u>Specific Conditions</u>
1/22/2019	Both	

In witness whereof, by signing this Agreement, the Farmer agrees to the terms and conditions contained herein.

State of Wisconsin
Department of Natural Resources
For the Secretary

NAME, Farmer

NAME, Property Manager

This Agreement was approved by the Farmer on

Attachment A: Payments

Fields for farming agreement 2019 to 2021

In Cash:

<u>Year</u>	<u>Comments</u>	<u>Acres</u>	<u>Rate</u>	<u>Total Amount</u>
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In Kind:

<u>Year</u>	<u>Justification</u>	<u>Comments</u>	<u>Acres</u>	<u>Rate</u>	<u>Total Amount</u>
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Payments (Schedule when payments are due)

<u>Year</u>	<u>Amount Due</u>	<u>Due Date</u>	<u>Down Payment</u>	<u>Comments</u>
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See additional attachments for map of fields, farming conditions and other information to be reported.

APPENDIX B. EXAMPLE GENERAL REMITTANCE FORM

Record name: _____

Staple attachments in this corner.
 DNR Cashier's Office
 PO Box 93151
 Milwaukee, WI 53293-0151

General Remittance Sheet
 Form 9300-029A (R 10/15)

Number	Bud Ref	Date

Remittance 1

County:
 Is this revenue taxable?
 Total monies received \$

Account (7 digits)	Fund (5 char)	APPR (5 char)	Dept. ID (10 char)	Oper Unit (8 char)	Activity (15 digits)	Category (5 char)	Sub Category (5 char)	Taxable Amount
Identify Type of Fee								
5986000	21200	100SE	3708831101		FOOTBALLDISTAX		FN001	
5990000	21200	100SE	3708831101		BASEBALLDISTAX		FN001	
5975000	21200	100SE	3708831101				FN001	
5992000	21200	100SE	3708831101		STSALESTAXCOLL		FN001	

Example Remittance Codes | Check with your budget manager prior to submitting your payments

Program	Dept ID	Project	Activity
WM	Various (maybe should be Admin)	370000000000001	LAND_FARMAGREE
FH (PM and NHC actually does these currently)	Hit in PM and NHC	370000000000004	FISHLANDSSHRCRP
NHC	3701151101	370000000000001	EASMTLANDUSERNT
PR	Various by prop.	370000000000004	RENTALLANDEQUIP
SF	Various by prop.	370000000000004	RENTALLANDEQUIP
PM	3701181105	370000000000004	FISHLANDSSHRCRP or NFISHLANDSSHRCRP
FR	3705511101	370000000000004	WRHSEQUIPUSECTY
FR	3705531101	370000000000004	WRHSEQUIPUSECTY
FR	3705531101	370000000000001	EASMTLANDUSERNT
FR	3705531105	370000000000001	EASMTLANDUSERNT

WM

SHARECROPPING REMITTANCE CODE (RPNK 8200 08):

Account – 5200000

Fund – 21200

Appr – 17300

Dept ID – 3701111101

Activity – LAND_FARMAGREE

Category – CTY - (add county#)

Sub Category – WM001

Program Code – CON01

APPENDIX C. BIDDING AND AUCTION PROCEDURES

1. Placement of Advertisement
 - a. Placed in "legal notices" under Land Rental.
 - b. Advertised for minimum period of two weeks.
 - c. Timing of advertising is to be 30 days in advance of final agreement signature date.
2. Content of Advertisement
 - a. Name of property.
 - b. Location of property and date of auction or when sealed bids are due.
 - c. Who to contact for further information and to obtain a Bid Package.
3. Content of Bid Package
 - a. Description of property (legal and general description, i.e., Brooklyn Township, Section 10, the NENE; the former Johnson farm located at the intersection of STH 69 and CTH D).
 - b. Crop specifications (type and acreage) if known.
 - c. Minimum bid based on Soil Rental Rate, custom rate guide, and professional judgment.
 - d. Special conditions. (property goal identification and crop rotation options that align to goals- need to flesh out)
 - e. Details can be obtained from habitat manager at _____.
 - f. If using sealed bids, include sealed bid form, Form [2200-115](#), Farming Bids Condition and Bids Form. Note that bid form contains a space for a second bid to be used if there is a tie.
 - g. Deadline for sealed bids is 10 days after last ad period.
 - h. Include information on department policy for non-sufficient fund checks.
 - i. Specify bid opening or auction date, time and place.
 - j. Only one bid should be submitted and accepted per bidder.
4. Bid Processing
 - a. Two permanent employees of the Department shall be present at the opening of the bids. Report of opening of bids, [Form 2200-10](#), shall be completed, listing all bidders and the amount of their bid.
 - b. The successful bidder should be notified as soon as possible. Unsuccessful bidders are to be informed by mail.
5. Process Rent
 - a. Where cash payment from the bidder is involved, a minimum of 10% of the total in the form of currency, certified check, postal money order, or bank draft must be paid down on the date of agreement signing.
 - b. The remainder shall be paid as specified in the Farming Agreement, and no later than December 31 of each year of the agreement.
 - c. Cash is to be processed in accordance with [Manual Code 9341.1](#) | Collection and Remittance Procedures. See General Remittance Sheet Form [9300-29A](#).

APPENDIX D. ADDITIONAL GUIDELINES FOR HARVESTING HAY ON DNR LAND

Include with award package for bidding so that producers have a copy of these guidelines.

What you can do to prevent a wildfire from starting

- Get an early daily start. Mowing and harvesting operations should be conducted during the morning hours. After 12 noon, temperatures rise, humidity drops, and winds increase – prime wildfire conditions.
- Keep equipment clean and free of debris. Use an air compressor to blow all dust off machinery. Clean belly pans before you head out.
- Inspect equipment to make sure there aren't any parts rubbing or bearings going out that could cause friction and create a spark.
- Make sure spark arresters are in place as required and in proper working order.
- Repair fluid leaks immediately.
- Take frequent breaks to give bearings a chance to cool down and to check for debris trapped near heat sources and clear it away.
- Park on bare ground when fueling equipment. Use recommended fuels and do not 'top off' fuel tanks.
- Hot exhaust pipes and mufflers can easily start fires that you may not see until it's too late!
- When baling hay, remove any loose hay trapped around rollers – the friction can build up heat and start a fire.
- Take the wind into consideration when harvesting crops. If a fire did start from equipment, it would be better to have it burn in the cut material where it will do less damage and be easier to suppress than in your standing crop. Working into the unharvested crop and the wind will also help keep air filters and equipment a bit cleaner since the crop dust and debris will blow into the already harvested area. This may mean that it will take longer to harvest the field, but you've reduced the risk and minimized the amount of damage that may occur to you, your equipment, and the crop.

What you must do to help prevent the spread of weeds on DNR land

- To minimize the spread of weeds, prior to moving equipment onto and off of a DNR area, clean the exterior of your equipment using the most practical method: scraping, brushing, washing, high pressure air, etc.
- Use high pressure air to remove dust and chaff from the working parts of haying equipment; this will help minimize the spread of weeds while helping to reduce the chance of starting a wildfire.

APPENDIX E. EXAMPLES OF SPECIAL CONDITIONS

This appendix consists of a variety of cropping options, in-kind services and other special conditions that can be applied to individual farming agreements depending on the Habitat Manager's desired property goals. You may copy and paste these options into your Farming Agreement record and contract in the LMS system prior to printing and obtaining the required signatures.

A. Corn

- All corn shall be planted and harvested for ripe corn and not as silage.
- Corn food patches will be left standing fallow in the following year as directed by the department.
- Standing corn left as department food patches may be salvaged after March 20 of each calendar year.
- Hay or grassy fields that will be spring plowed must have been cut the preceding fall (to minimize nest disturbance).
- If conditions make it impossible to plant corn in field number X, this field will be planted to soybeans by June 15, buckwheat by July 4, sorghum/sudan grass by July 15, or winter rye by August 20 or later. In the event that volunteer cover has germinated on the untilled land, producing seed-bearing plants, as well as nesting grassland birds, the HM will consider leaving the site until the August 20 date.
- The department shall take part of its corn crop as sorghum/sudan and/or buckwheat (depends on area of the state) on an acre-for-acre basis as designated on the attached map.
- Corn used will be (85-90-100-specify) day corn. Use average day length for region you are in
- All corn shall receive a minimum application of at least x pounds of fertilizer or its equivalent, not to exceed recommendations listed on soil test results, at the time of planting and shall be cultivated at least twice or sprayed to control weeds.
- The department shall receive x % of the area planted to _____ equivalent to the fair market value rental rate of the land being farmed and shall determine what part is to be harvested or left standing.

B. Other Grains

- The department shall receive all buckwheat planted, and all buckwheat planting must be completed by July 4; buckwheat areas on which conditions prevent planting by July 4 shall be planted to winter rye by August 20.
- Fields to be planted in winter rye will be worked up and seeded no later than September 1; rye will be (plowed down) (mowed) (left untouched) (harvested) the following spring.
- The department shall receive all buckwheat (or other named crop) planted; if no buckwheat (or other named crop) is planted, the department shall receive 1/2 of the corn planted instead of just 1/3.

C. New Seeding Hay and Grass

- It is understood by both parties that all of the acreage which is newly seeded down to grass, legumes, or other forb species with a cover crop of oats or other small grain will remain in undisturbed nesting cover. The farmer shall receive ____% of the oats and straw the first year after July 31. In the event of crop failure, the consideration received will be resolved by mutual agreement.

- The farmer shall receive all cutting of hay after July 31 from the acres seeded the previous year, after which no hay cutting will be allowed.
- There shall be no hay cutting before July 31 or after September 1. No crops shall be harvested or changes made in the cropping plan without consulting the habitat manager at _____.
- No hay cutting will be allowed on these lands prior to July 31 however, designated grass fields will be left uncut.
- No hay cutting will be allowed on these lands prior to July 31, and hay cutting will be limited to one cutting during the year prior to corn in the rotation.
- Consult the required [Bird Nesting Date Avoidance Measures](#) to make sure they are in compliance with State Endangered Species laws, and at least consider the more restrictive “Voluntary Conservation Period” given that this is public land, and our agency mission is to “protect and enhance our natural resources”.
- Permanent grass areas will be cut only as directed by the department (as necessary control of brush invasion, noxious weed control, etc.).
- The farmer shall seed down designated fields (see attached map) to a mixture of (specify grass and legume seed mixture) and, in payment, shall receive the entire oat crop. No hay shall be cut.

D. Miscellaneous

- The farmer will not intentionally start any fires on department-owned lands without permission by the property manager.
- In event any of the land described is traded or otherwise conveyed, this agreement will be automatically terminated at the close of the cropping season to the extent that it applied to the land conveyed.
- The farmer is responsible for state listed noxious weed control ([per Wisconsin Statute 66.047](#)) (specify which are noxious) on all fields listed in the agreement.
- Field number shall be planted to (crop) no later than (date).
- A buffer strip X feet wide will be left around the edge of all fields. There will be no cropping or driving on these strips.
- Lime and fertilizer shall be applied to these lands as directed by the department by soil tests prior to seeding establishment in the rotation as agreed to by both parties.
- No irrigation will be allowed on department-owned lands.
- No farming operations shall be conducted on any department-owned lands on Saturdays or Sundays (during pheasant or deer season) to insure maximum use of the lands by the public and to insure the safety of the farmer. NOTE: Use only where extreme hunting pressures dictate. This requirement should be used sparingly since some farmers who work two jobs are only available on weekends.
- Winter rye may not be planted due to its allelopathic property.