



ReconnectWithNature.org

Bringing People and Nature Together

17540 W. Laraway Road
Joliet, IL 60433
815.727.8700 • Fax 815.722.3608

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Advertisement for Bids

The FOREST PRESERVE DISTRICT OF WILL COUNTY will receive bids at the Forest Preserve Office until 9:00 a.m. prevailing time on Wednesday, June 25, 2025, for:

2026-2028 Farm License – SUG1: Sugar Creek Preserve

at which time the bids will be publicly opened and read.

Bids must be submitted in accordance with the Contract Documents.

This project generally includes an opportunity to bid on a Farm License Area located in Joliet Township of Will County. For additional information and to download Bid Documents, please visit our website at www.ReconnectWithNature.org. Participants must register in full to be eligible to receive addenda and to submit for the bid.

Non-mandatory pre-bid meeting will be held June 10, 2025 at 9:00 a.m. at the Forest Preserve District of Will County, Sugar Creek Administrative Center, 17540 West Laraway Road, Joliet, Illinois 60433

Bid packet can be obtained between 8:00 a.m. and 4:00 p.m., Monday through Friday beginning May 30, 2025 from:

Sugar Creek Administration Center, 17540 West Laraway Road, Joliet, Illinois 60433. Phone - 815-727-8700.

Bids must be submitted in accordance with the Contract Documents. Bids shall be accompanied by the proper bid security.

The FOREST PRESERVE DISTRICT OF WILL COUNTY reserves the right to accept any bid or any part or parts or combinations thereof, to waive any informalities, and to reject any or all bids.

By Order of the Board of Commissioners of the Forest Preserve District of Will County.

For questions regarding the project and delivery of the bid documents contact Judith Wallace at jwallace@fpdwc.org or 815-722-9372.

Table of Contents

| Section | Page |
|--|------|
| Advertisement for Bids | 1 |
| Table of Contents | 1 |
| Invitation for Bids | |
| 1. Farm License Area Identification | 1 |
| 2. Owner/Awarding Authority | 1 |
| 3. 2025 Farm License Program Bid Schedule..... | 1 |
| 4. Non-Mandatory Pre-Bid Meeting | 1 |
| 5. Bid Submission | 1 |
| 6. Bid Security and Insurance..... | 2 |
| 7. Qualification of Bidders..... | 2 |
| 8. Right to Reject or Accept Bids | 2 |
| 9. Award of Farm License..... | 2 |
| 10. Execution of Farm License | 2 |
| 11. Commencement and Completion of Work | 3 |
| 12. Reasonable Accommodation & Non-Discrimination | 3 |
| 13. Small Business Enterprise Initiative | 3 |
| 14. Location Maps | 3 |
| Instructions to Bidders | |
| 1. Examination of Farm Program Specifications, Documents and Farm License Area | 1 |
| 2. Qualifications of Bidders | 1 |
| 3. Addendum | 1 |
| 4. Bid Preparation | 1 |
| 5. Bid Modification or Withdrawal | 2 |
| 6. Public Records and Requests for Confidential Treatment | 2 |
| Farm Program Specifications | |
| 1. License Agreement and Required Documentation..... | 1 |
| 2. Farm License Fees | 1 |
| 3. Farm License Retirement and Acreage Reduction | 2 |
| 4. Farm License Termination..... | 2 |
| 5. Conservation Farming Specifications | 2 |
| a. Restricted Activities | 2 |
| b. Regenerative Agriculture Goals..... | 2 |
| c. No-Till and Crop Residue Management | 3 |
| d. Nutrient Management | 3 |
| e. Buffer Areas..... | 3 |
| f. Maintenance | 3 |
| g. Hay Areas | 4 |
| h. Pesticide Application | 4 |
| i. Fall Nitrogen Applications | 4 |
| 6. Integrated Field Improvements (if applicable) | 4 |
| 7. Cover Crop Incentive Program | 4 |
| 8. Reporting | 5 |
| 9. Compliance | 5 |
| 10. Field Access | 5 |
| 11. Exhibits | 6 |
| Proposal Form | |
| 1. Project Identification | 1 |
| 2. Bid Opening | 1 |
| 3. References | 1 |
| 4. Bid Document Checklist | 1 |

| | |
|----------------------------------|---|
| 5. Addendum | 1 |
| 6. Proposal Form | 2 |
| 7. Applicant's Information | 2 |

Invitation for Bids

1. Farm License Area and Location:

- Farm Bid I.D.: SUG1
- Sugar Creek Preserve
- Sugar Creek Watershed
- Joliet Township
- 130.5 Acres
- 3-Year Term

2. Owner/Awarding Authority:

Board of Commissioners
Forest Preserve District of Will County
17540 W. Laraway Road
Joliet, IL 60433
(815) 727-8700

3. 2026 Farm License Program Bid Schedule:

| | |
|------------------------------|---|
| May 30 th , 2025 | Bid advertisement and public notice for farm license areas released |
| June 10, 2025 | Non-Mandatory Pre-Bid Meeting, Sugar Creek Administrative Center |
| June 25 th , 2025 | Public opening of bids, Sugar Creek Administrative Center |
| July 2025 | Notification to apparent highest qualified bidders of bid results |
| August 14, 2025 | Board of Commissioners approve award of Farm Licenses |
| August 2025 | Notice of Award of Farm Licenses sent to successful Bidders, Farm Licenses are signed |

4. Pre-Bid Meeting

The **NON-MANDATORY** Pre-Bid Meeting is on June 10, 2025, at 9:00am. The bidder, or representative of the bidder, may be present.

The Forest Preserve District of Will County does not discriminate against individuals based on race, color, gender, national origin, age, or disability. In offering employment opportunities to the public, the Forest Preserve District will make reasonable modifications to ensure that all people have an equal opportunity. To request this document in large print, audio, or Braille, contact the Superintendent of Public Affairs, Sugar Creek Administration Center, 17540 W. Laraway Road, Joliet, IL 60433; comments@fpdwc.org; 815.722.9383 (voice); 800.526.0844 (TDD). Requests should be made at least 48 hours in advance. While the Forest Preserve District of Will County will make every effort to meet requests in a timely fashion, some requests may take longer than others to fulfill. Persons believing that they have been discriminated against by the Forest Preserve District of Will County may file a complaint alleging discrimination with the Forest Preserve District or the Office of Civil Rights, U.S. Department of the Interior, www.doi.gov.

5. Bid Submission

Bids shall be submitted to the Sugar Creek Administration Center, 17540 West Laraway Road, Joliet, Illinois 60433, in a sealed envelope. Bids shall be submitted utilizing the **Proposal Form** included in this bid packet. A separate envelope must be submitted for each farm license area. The Farm Bid I.D. and "BID ENCLOSED" must be clearly printed on the outside of each envelope.

The Forest Preserve District of Will County (Forest Preserve) will accept Bids until 9:00 a.m. prevailing time on Wednesday, June 25, 2025, as stated in the **Advertisement for Bids**. Bids will be publicly opened and read at the Forest Preserve Office at that time. Bidder shall assume full responsibility for timely delivery of bids. Bids received after the stated time shall be rejected and returned.

Bidder shall review all Bid Documents, Farm Program Specification and draft License Agreement with respect to the specific requirements of the Forest Preserve for farming Forest Preserve land, prior to Bid submission.

6. Bid Security and Insurance

Bidder shall submit a check payable to the Forest Preserve District of Will County for not less than 10% of total Bid amount. Bids submitted without a Bid Security will not be considered. The Bid Security will be deducted from the 2026 License Fee of the successful Bidder. Bid securities will be returned to the unsuccessful Bidders upon execution of Farm Licenses by the successful Bidders.

The successful Bidder shall submit a Certificate of Insurance as evidence of the minimum coverage and limits outlined in the Farm Program Specifications.

7. Qualification of Bidders

If a highest potential qualified bidder has not been a Licensee of the Forest Preserve in the past, but has at least five years of farming experience, the Forest Preserve may request that the bidder provide references prior to the bidder being recommended for award of the bid.

8. Right to Reject or Accept Bids:

The Forest Preserve reserves the right to accept any Bid, any part or combination of Bids, to waive informalities or irregularities, and to reject any and all Bids to protect and preserve both the Forest Preserve and the public's best interest.

It is the Forest Preserve's intent to award a Farm License to the responsible and responsive Bidder submitting the highest bid and has been submitted according to Contract Document requirements. The Adjusted Bid Total (Base Bid – Cover Crop Incentive) will be used to determine the highest bid received.

9. Award of Farm License:

Bids cannot be withdrawn for a period of sixty (60) days after bid opening. Bids will be reviewed by the Forest Preserve and presented to the Board of Commissioners for Award of Contract at their regular board meeting on August 14, 2025. The Forest Preserve will issue a written Notice of Award of Farm License to the successful Bidder.

10. Execution of Farm License:

Following receipt of the written Notice of Award of Farm License, the successful Bidder will be required to execute a Farm License with the Forest Preserve no later than August 31, 2025. Execution of the Farm License shall include each of the following:

- A. Signing the Farm License Agreement
- B. Submittal of signed Exhibits (if applicable)
- C. Submittal of a copy of Illinois Pesticide License
- D. Submittal of 2026 Farm License Fee

The Forest Preserve will issue a written Notice to Proceed upon Execution of the Farm License Agreement. The Bid Security of the successful Bidder will be forfeited to the Forest Preserve as liquidated damages, not as penalty, if the successful Bidder fails to execute any part of the License Agreement within the specified time. The Forest Preserve reserves the option to accept any other Bid within 10 business days from such default. Such acceptance shall have the same effect on such Bidder as though they were the original successful Bidder.

11. Commencement and Completion of the Work:

Work shall be completed in accordance with the Farm License Agreement by December 31 of each calendar year the Farm License is in effect (2026-2028).

12. Reasonable Accommodation & Non-Discrimination:

The Forest Preserve District of Will County does not discriminate against individuals based on race, religion, color, gender, national origin, ancestry, age, order of protection status, marital status, military status, unfavorable discharge from military service, pregnancy, sexual orientation, disability, or any other protected status under the Illinois Human Rights Act. In offering employment opportunities to the public, the Forest Preserve District will make reasonable modifications to ensure that all people have an equal opportunity. Persons believing that they have been discriminated against by the Forest Preserve District of Will County may file a complaint alleging discrimination with the Forest Preserve District or the Office of Civil Rights, U.S. Department of the Interior, www.doi.gov.

To request bid documents in large print, audio, or Braille, contact the Director of Marketing and Communications, Sugar Creek Administration Center, 17540 W. Laraway Road, Joliet, IL 60433; comments@fpdwc.org; 815.722.9383 (voice); 800.526.0844 (TDD). While the Forest Preserve District of Will County will make every effort to meet requests in a timely fashion, some requests may take longer than others to fulfill.

13. Small Business Enterprise Initiative:

The Forest Preserve is committed to supporting "Small Businesses", "Minority Business Enterprises", "Female Business Enterprises", and "Persons with Disabilities Enterprises," as those terms are defined under Illinois law. The Forest Preserve has set a goal to secure up to 16% of the contracted amount for contracted services and improvement projects to such disadvantaged businesses. Such businesses are strongly encouraged to bid on Forest Preserve contracts.

14. Location Maps:

- Location Map
- License Area Map

Instructions to Bidders

1. Examination of Farm Program Specification Documents and Farm License Area

Bidder shall be familiar with the Farm Program Specifications, draft Farm License, local conditions affecting the Farm License area, means of access, soil character, and local regulations and restrictions. Bidder shall be responsible for errors in the Proposal due to failure to comply with these instructions. The Forest Preserve will not be responsible for any change in anticipated profits resulting from such failure or neglect.

Bidder shall use complete sets of Bid Documents as provided in the Bid Document Checklist, when preparing Bids. The Forest Preserve will not be responsible for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. When Bidder is in doubt as to the true meaning of any part of the Bid Documents, such Bidder shall submit a written request for interpretation by the Forest Preserve.

Bidder shall review the Bid Documents, Farm Program Specifications, location maps, soil tests and draft License Agreement with respect to the specific requirements for farming Forest Preserve land.

2. Qualifications of Bidders

If a highest potential qualified bidder has not been a Licensee of the Forest Preserve in the past, but has at least five years of farming experience, the Forest Preserve may request that the bidder provide references prior to the bidder being recommended for award of the bid.

3. Addendum

Addenda shall be issued to all known Bid Document recipients for any change or clarification of the Bid Documents. Bidder shall acknowledge receipt of Addendum on Proposal Form and attach Addendum to Proposal Form. Addendum shall become part of the Bid Documents.

Written or graphic Addenda will be issued no later than 24 hours prior to Bid Opening. If the Addendum would result in a substantial variance in Bid submissions, Bids will be returned, and the program rebid.

4. Bid Preparation

Bidder shall submit proposal on the Proposal Form provided in the Bid Documents. Writing shall be in ink or typewritten. Bidders' signature shall be written in ink. Proposals shall be signed by a person or persons legally qualified to sign such documents. Bidder shall specify, in figures, an amount for each separate item called for on the Proposal Form. Failure to submit an amount for each item on Proposal Form may result in rejection of Bid

Proposal will be based on Unit Bid as specified and shall conform to the following:

Base Bid

Unit Bid: Bidders will be furnished with a Proposal Form stating the quantities and units. Bidder shall determine their Unit Bid, calculate the Totals and enter on the form.

Base Bid Total

Bidders shall calculate the Base Bid Total and enter on the form as Base Bid Total.

Bid Security

Bid Security shall be calculated at 10% of the Base Bid Total and enter on the form as Bid Security 10% of Base Bid Total.

Cover Crop Incentive Program

Cover Crop Incentive shall be calculated at 10% of the Base Bid Total and enter on the form as Cover Crop 10% of Base Bid Total.

5. Bid Modification or Withdrawal:

Submitted bids may not be modified prior to bid opening. Bids may be withdrawn by written request to the Forest Preserve but may not be resubmitted before Bid Opening. Bids shall not be withdrawn or modified within sixty (60) days after Bid Opening.

6. Public Records and Requests for Confidential Treatment:

Bids become the property of the Forest Preserve. After bid opening, all bids will be available to the public under the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140, and other applicable laws and rules. If the Bidder wants certain information treated as confidential, it must designate such material in its bid. However, a request for confidential treatment will not supersede the Forest Preserve's FOIA obligations. An entire bid will not be treated as confidential, and the Forest Preserve will always disclose at least the Bidder's name, price, and substance of the bid. A Bidder's request for confidential treatment must be supported by the legal basis in FOIA or other law or rule that warrants the confidential treatment.

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 (Exhibit A). The cover letter shall indicate the awarded License Area, acreage, price per year, 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, Farm License fee, and sign the Farm License Agreement.

The prospective Farm Licensee must provide the following:

- 2026 Farm License Fee
- A copy of a valid State of Illinois Department of Agriculture, Pesticide ID Card for everyone applying herbicide/pesticide in the License Area, including contractors
- Signed Exhibits (if applicable)
- A list of all people working in the Farm License Area

The Prospective Farm Licensee shall sign the Farm License Agreement and provide the above documentation by August 31, 2025. If the required documentation, signed Farm License Agreement and Farm License Fee is not received by August 31, 2025, the prospective farm licensee will forfeit the Bid Security. The Farm License will then be awarded to the second highest qualified bidder, and the bidder will be prohibited from bids within the Forest Preserve's Farm License Program for the next three years.

The Farm License shall be for a **3-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, 2026, 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.

The Certificate of Insurance is required as part of the Special Use Permit application that must be submitted by the Licensee using the Forest Preserve's online portal by January 1 of each calendar year during the license period. A Special Use Permit must be issued by the Forest Preserve before any activities take place on Forest Preserve property.

2. Farm License Fees

License fees shall be paid no later than August 31, 2025, (bid deposit will be applied to payment) for the 2026 production year upon execution of License. Annual license fees shall be paid no later than September 30, for the following production years of the Farm License.

Payments shall be sent to the Forest Preserve District of Will County, 17540 West Laraway Road, Joliet, Illinois 60433, Attention: Judith Wallace, Land Management Coordinator. 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 at the Forest Preserve's Land Management Coordinator.

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 the 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 the 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. The causes of 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 Goals

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 crops or hay in the license area more than thirty (30) days.
- Conventional tillage, unless it is approved as a component of the Farm License as a field improvement and written permission is given.
- Spray application (including aerial applications) of neonicotinoid pesticides
- The use of neonicotinoid-treated corn and soybean seed.
- The use of Dicamba and products containing Dicamba.
- No Fall Nitrogen Applications

b. Regenerative Agriculture Goals

- Improve soil structure, reduce erosion, and increase organic matter utilizing 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 in 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 when applying nutrients or when planting in the spring, provided less than one-third of the total row area is tilled.**

Cutting off 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

(https://efotg.sc.egov.usda.gov/api/CPSFile/5507/329_IL_CPS_Residue_and_Tillage_Management_No_Till_2015). 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 2025 are available upon request and will be available by January 2026. Soil test results shall be used 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 roadways. 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 an 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 and 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. Occasionally,

fallen trees or brush will need to be removed to keep fields and access open. Basin risers should 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 replacement 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: This work may be proposed by the Licensee, but must be approved in advance by the Forest Preserve District.

h. Pesticide Application

Pesticide applicators must adhere to all pesticide label requirements, warnings, restrictions, and application rates. The use of neonicotinoid-treated corn and 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.

i. Fall Nitrogen Applications

There will be no Fall applications of Nitrogen-Based Fertilizers (Anhydrous Ammonia) permitted.

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 an Exhibit) if applicable. 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. Cover Crop Incentive Program

The land use and cropping for agricultural leases shall be rotated crops. The use of cover crops to protect soil, water and nutrient resources is strongly encouraged.

The use of cover crops is non-mandatory. If the Licensee chooses to participate in the Cover Crop Incentive Program, 10% of the annual Farm License Fee will be submitted as a separate check payable to the Forest Preserve District of Will County as the Cover Crop Security. The amount due for the annual Farm License Fee will be reduced by 10%. Upon verification of compliance with this Cover Crop Incentive Program, the 10% Cover Crop Security will be returned to Licensee within 10 days of December 31. If the Licensee is not in compliance with this Cover Crop Incentive Program by December 31, the Cover Crop Security will be forfeited to the Forest Preserve as liquidated damages, not as penalty.

An appropriate cover crop shall be planted after harvest. The species and planting rate of cover crops must be proposed by the Licensee and approved in advance by the Forest Preserve. Cover crops must achieve 60% vegetative coverage by December 31. Documentation to the Forest Preserve shall be provided regarding species planted, planting rate per Acre and date planted. Cover Crop Summary reporting forms provided by the Forest Preserve may be used for reporting (See Exhibit E) or Licensee may use their own.

8. Reporting

Licensee shall report all nutrients and pesticides (herbicide, insecticide, fungicide, etc.) and rates applied to all fields. Corn and Soybean seed tags or bag label shall also be submitted. Crop Summary reporting forms provided by the Forest Preserve may be used for reporting (See Exhibit D) or, Licensee may use their own. Reporting forms are due no later than September 1st. Failure to report in a timely manner is a violation of license terms.

Licensees participating in Cover Crop Incentive Program shall report cover crop species, planting rates, planting dates and plan for termination and/or incorporation by December 31. (See Exhibit E)

9. 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/ cover crop incentive program (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. Field Access

Licensee must have established field access and/or have received permission from adjacent landowner/tenant farmer to access the field via neighboring property.

11. Exhibits

Exhibit A.....Draft of Farm License Agreement

Exhibit B.....Farm Area Persons

Exhibit C.....Farm Program Specifications

Exhibit D.....Crop Summary Reporting Form

Exhibit E.....Cover Crop Reporting Form

EXHIBIT A

Draft of Farm License

Sugar Creek Preserve

SUG1

2026 - 2028 Farm License Agreement
SUG1: 26-

FARM LICENSE AGREEMENT

License Area I.D.: SUG1

LICENSE NO. 26-_____

ORDINANCE NO._____

TRACT NO. 181,237,252,264,418

LICENSEE: _____

PRESERVE: Sugar Creek Preserve

AGREEMENT made this 14th day of August 2025, between the FOREST PRESERVE DISTRICT OF WILL COUNTY, a Body Corporate and Politic, 17540 W. Laraway Road, Joliet, IL 60433, LICENSOR, and Licensee, Address, LICENSEE.

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

| FPD Tract No. | Field No. | Acreage | FS Farm | Row Crop or Grass Hay | HEL or NHEL |
|---------------|-----------|---------|---------|-----------------------|-------------|
| 237 | 1 | 42.3 | 12042 | Row Crop | HEL |
| 237 | 2 | 7.8 | 11867 | Row Crop | NHEL |
| 264 | 3 | 6.7 | 11867 | Row Crop | NHEL |
| 264 | 4 | 15.1 | 11867 | Row Crop | NHEL |
| 418 | 5 | 5.6 | 11867 | Row Crop | NHEL |
| 181 | 6 | 32 | 11867 | Row Crop | NHEL |
| 252 | 7 | 15.7 | 11867 | Row Crop | NHEL |
| 181 | 8 | 5.3 | 11867 | Row Crop | NHEL |
| Total Acres | | 130.50 | | | |

and commonly known as Sugar Creek Preserve and further described on location maps: Exhibits A1, A2, and A3, attached to and made a part of this Agreement by reference (herein referred to as LICENSE AREA), with 130.50 acres of Row Crop.

WHEREAS, LICENSEE desires to use the above-described real estate for farming purposes for the 2026 agricultural production year with annual review and approved extensions through the 2028 agricultural production years conditioned upon annual review and approval by LICENSOR's Board of Commissioners; and

WHEREAS, the LICENSOR hereby grants to the LICENSEE a FARM LICENSE for the 2026-2028 farm production years 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:

2026 - 2028 Farm License Agreement

SUG1: 26-

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. LICENSEE shall pay LICENSOR for License Area SUG1 for each year of the LICENSE. LICENSEE has issued a Bid Security at the time of bidding equal to 10% of the Base Bid Total. This Bid Security will be applied to 2026 Farm License payment. LICENSEE agrees that the 2026 LICENSE Fee shall be paid at the time of the Award of LICENSE and no later than August 31, 2025. Failure to pay the LICENSE fee by this date will terminate the LICENSE and the LICENSE shall be granted to the next highest qualified bidder. The annual LICENSE fees shall be paid no later than September 30, for each of the following production years of the LICENSE.

Payments shall be sent to LICENSOR's address noted above and to the attention of: Land Management Coordinator.

3. If the LICENSEE chooses to participate in the Cover Crop Incentive Program, 10% of the annual LICENSE Fee will be submitted as a separate check payable to the LICENSOR as the Cover Crop Security. The amount due for the annual LICENSE fee outlined above will be reduced by 10%. Upon verification of compliance with the Cover Crop Incentive Program by December 31, the Cover Crop Security will be returned to the LICENSEE. If the LICENSEE is not in compliance with the Cover Crop Incentive Program by December 31, the Cover Crop Security will be forfeited to the LICENSOR.

4. LICENSOR is responsible for farming within the footprint of the LICENSE AREA, and not outside the LICENSE AREA limits. The acreage of farming within the LICENSE AREA is approximate, based on digitized field limits on recent aerial photographs.

5. 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 people, including subcontractors, who will be performing any work within the LICENSE AREA. Besides these identified people, 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.

6. The LICENSEE has inspected the LICENSE AREA prior to signing this FARM LICENSE, has received (or shall receive) the results from 2025 soil testing of the LICENSE AREA, and accepts the condition of the LICENSE AREA "as is", including, but not limited to the soil conditions of the LICENSE AREA.

7. The LICENSEE understands that they have no rights, including farming said property or utilizing any structures on said property except for those rights granted under this LICENSE. LICENSEE shall not damage, destroy, or suffer damage to any structure, utilities or other installed fixture including but not limited to signs or fences or any trees or existing buffer area located

2026 - 2028 Farm License Agreement

SUG1: 26-

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 excepted. 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.

8. The LICENSEE understands that the License Fee of \$/____year for row crops shall be in effect for a period of 3 agricultural production years, and is further defined as beginning on January 1, 2026, at 12:00 AM and ending on December 31, 2028 at 11:59 PM.

9. 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 no-till and/or strip till methods. If there are highly erodible land (HEL) fields on the parcel, the LICENSEE is responsible for working with the LICENSOR to develop, implement and maintain a conservation farming plan.

10. The LICENSEE shall ensure that adequate soil nutrients are present by reviewing, prior to fertilizing, the most recent soil test results provided by the LICENSOR. Maintenance amounts of N, P and K shall be applied annually by the LICENSEE according to the recommendations in the University of Illinois Agronomy Handbook.

11. LICENSEE shall provide LICENSOR with a list of all herbicides, pesticides, seed treatments and nutrients that LICENSEE may want to utilize within the licensed area. Such a list shall be reviewed by LICENSOR and become an attachment to this LICENSE. LICENSEE shall provide LICENSOR a copy of a valid State of Illinois Department of Agriculture, Pesticide ID Card for everyone applying herbicide/pesticide in the LICENSE AREA, including contractors. The LICENSEE shall be liable for future claims for damage or injuries attributable to the chemicals applied by the LICENSEE, LICENSEE's employees or subcontractors, and shall hold LICENSOR and its Commissioners, officers, agents, attorneys and employees harmless from the same.

12. It is agreed that this Farm License be devoted to row crops (and grass hay), unless prior written permission has been granted by the LICENSOR.

13. Existing buffer areas shall be left in place and LICENSEE acknowledges that it is the LICENSOR's goal of incorporating buffers up to 50 feet from woodlands, waterways, streams, creeks, lakes, ponds, wetlands or permanent waterways and that 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 a vegetated buffer of 5 feet from any of the LICENSOR's boundary signs on or along any Forest Preserve property boundary lines. If the LICENSEE damages Forest Preserve boundary signs, they shall contact the LICENSOR to obtain replacement boundary signs and for location assistance. Installation of the replacement signage is the responsibility of the LICENSEE.

2026 - 2028 Farm License Agreement

SUG1: 26-

14. LICENSOR reserves the right to enter upon said land to inspect, make improvements thereon, and for 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.

15. 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 or termination 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. LICENSEE is prohibited from sublicensing any of the LICENSE AREA, and any such sublicensing shall be grounds for termination of this LICENSE for cause.

16. 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 the 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 January 1, 2026. 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 pesticides and nutrients, for other purposes, or the contractor must provide proof of insurance for the above referenced amount.

17. 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 Forest Preserve, 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.

18. SPECIAL CONDITIONS

A. The LICENSEE understands that Farm Program Specifications within the 2026 Farm License Program Bid Packet and attached hereto as Exhibit C, are additional LICENSE conditions governing the LICENSE granted as well as the LICENSE AREA.

B. The LICENSEE understands it is the goal of the LICENSOR to be responsible stewards of the land and decrease or eliminate the use of certain pesticides. The use of neonicotinoid-treated corn or soybean seed is prohibited on the FARM LICENSE AREA.

2026 - 2028 Farm License Agreement
SUG1: 26-

The use of Dicamba and products containing Dicamba is prohibited on the FARM LICENSE AREA.

C. 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 LICENSOR, the 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 the required maintenance, the LICENSEE must contact the LICENSOR.

D. LICENSEE understands the LICENSE AREA will be subject to inspections to verify compliance with the Farm Program Specifications. 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. LICENSE AREAS will also be inspected for the presence or absence of invasive weeds. In the event an infestation of invasive weeds is discovered, LICENSEE must immediately provide the LICENSOR with a course of action to remedy the infestation.

LICENSOR:

FOREST PRESERVE DISTRICT OF WILL COUNTY

BY: _____
Tracy Chapman, Executive Director

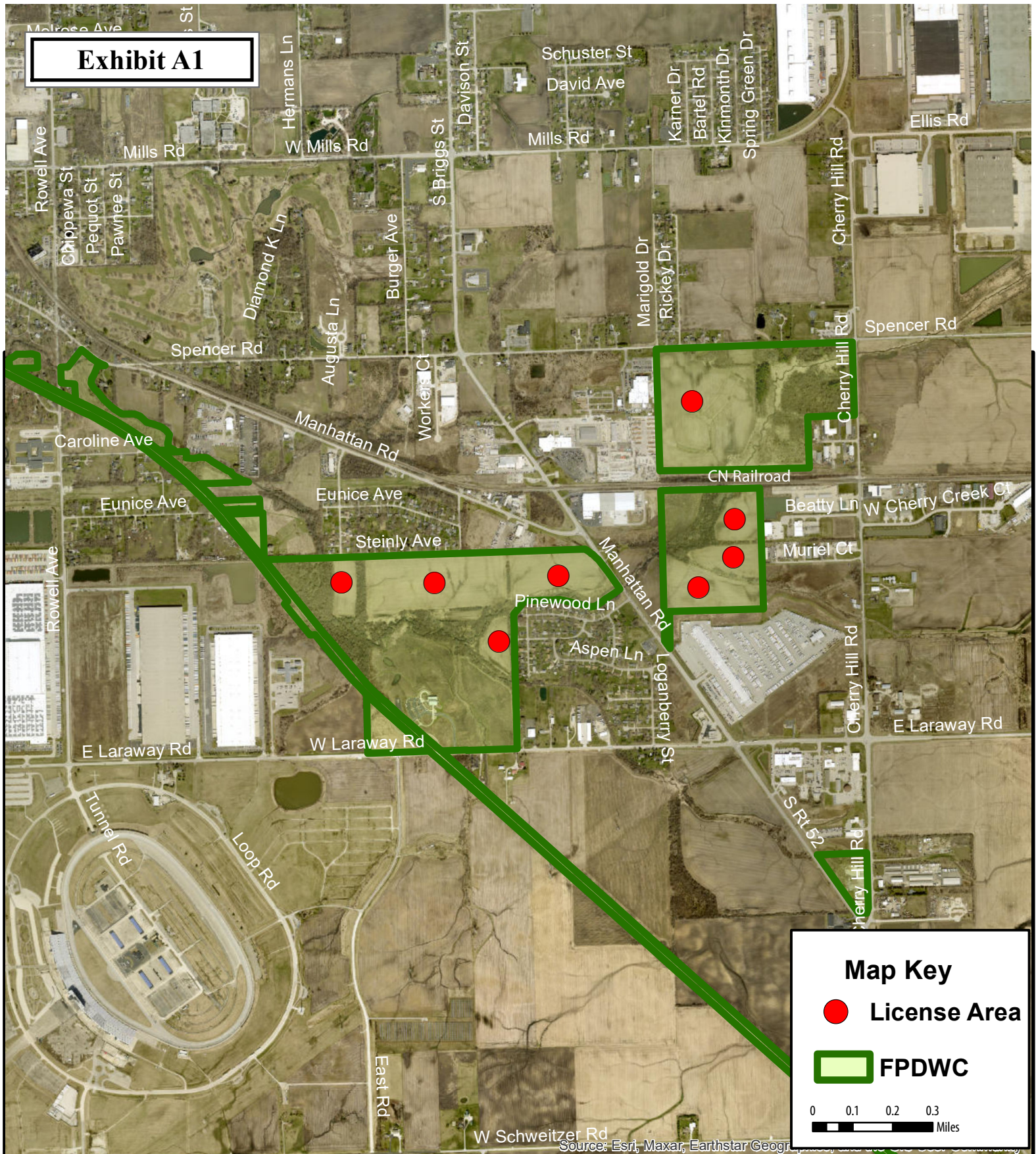
DATE: _____

LICENSEE:

BY: _____
----- Farm Operator

DATE: _____

Exhibit A1



2026-2028 Location Map SUG1
 130.5 Acres
 Sugar Creek Preserve
 Forest Preserve District of Will County

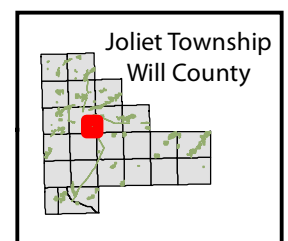


Exhibit A2

Spencer Rd

Marigold Dr

Rickey Dr

W Spencer Rd

Spencer Rd

Cherry Hill Rd

Field 1
Acres 42.3
HEL

Maintain Grass Strips/Waterway

CN Railroad

Field 2
Acres 7.8
NHEL

Field 3
Acres 6.7
NHEL

Field 4
Acres 15.1
NHEL

Maintain Access Lane

Beatty Ln

Muriel Ct

Cherry Hill Rd

Map Key

 License Area

 FPDWC

 Access

0 0.04 0.08 0.12
Miles

Source: Esri, Maxar, Earthstar Geogr



2026-2028 Farm License Area SUG1
(Map A) 71.9 Acres
Sugar Creek Preserve
Forest Preserve District of Will County

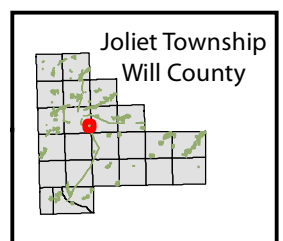
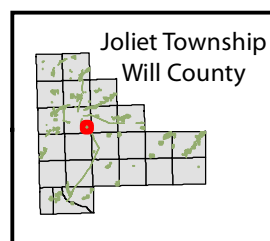


Exhibit A3



2026-2028 Farm License Area SUG1
(Map B) 58.6 Acres
Sugar Creek Preserve
Forest Preserve District of Will County



2026 - 2028 Farm License Agreement
SUG1: 26-

EXHIBIT B

The LICENSEE has listed the following persons, including any subcontractors, who will be performing any work on the LICENSE AREA, commonly known as SUG1, Sugar Creek Preserve. 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:

| Name | Affiliation (Company Name, Employee) | Phone Number |
|------|--|--------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

LICENSEE Signature

Date: _____

LICENSEE Printed Name

2026 - 2028 Farm License Agreement

SUG1: 26-

EXHIBIT C: 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 (Exhibit A). The cover letter shall indicate the awarded License Area, acreage, price per year, 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, Farm License fee, and sign the Farm License Agreement.

The prospective Farm Licensee must provide the following:

- 2026 Farm License Fee
- A copy of a valid State of Illinois Department of Agriculture, Pesticide ID Card for everyone applying herbicide/pesticide in the License Area, including contractors
- Signed Exhibits (if applicable)
- A list of all people working in the Farm License Area

The Prospective Farm Licensee shall sign the Farm License Agreement and provide the above documentation by August 31, 2025. If the required documentation, signed Farm License Agreement and Farm License Fee is not received by August 31, 2025, the prospective farm licensee will forfeit the Bid Security. The Farm License will then be awarded to the second highest qualified bidder, and the bidder will be prohibited from bids within the Forest Preserve's Farm License Program for the next three years.

The Farm License shall be for a **3-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, 2026, 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.

The Certificate of Insurance is required as part of the Special Use Permit application that must be submitted by the Licensee using the Forest Preserve's online portal by January 1 of each calendar year during the license period. A Special Use Permit must be issued by the Forest Preserve before any activities take place on Forest Preserve property.

2. Farm License Fees

License fees shall be paid no later than August 31, 2025, (bid deposit will be applied to payment) for the 2026 production year upon execution of License. Annual license fees shall be paid no later than September 30, for the following production years of the Farm License.

Payments shall be sent to the Forest Preserve District of Will County, 17540 West Laraway Road, Joliet, Illinois 60433, Attention: Judith Wallace, Land Management Coordinator. 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 at the Forest Preserve's Land Management Coordinator.

2026 - 2028 Farm License Agreement

SUG1: 26-

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 the 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 the 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. The causes of 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 Goals

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 crops or hay in the license area more than thirty (30) days.
- Conventional tillage, unless it is approved as a component of the Farm License as a field improvement and written permission is given.
- Spray application (including aerial applications) of neonicotinoid pesticides
- The use of neonicotinoid-treated corn and soybean seed.
- The use of Dicamba and products containing Dicamba.
- No Fall Nitrogen Applications

b. Regenerative Agriculture Goals

- Improve soil structure, reduce erosion, and increase organic matter utilizing 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

2026 - 2028 Farm License Agreement

SUG1: 26-

tillage are allowed in 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 when applying nutrients or when planting in the spring, provided less than one-third of the total row area is tilled.**

Cutting off 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

([https://efotg.sc.egov.usda.gov/api/CPSFile/5507/329_IL_CPS_Residue_and Tillage Manageme nt No Till 2015](https://efotg.sc.egov.usda.gov/api/CPSFile/5507/329_IL_CPS_Residue_and_Tillage_Management_No_Till_2015)). 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 2025 are available upon request and will be available by January 2026. Soil test results shall be used 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 roadways. 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 an 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 and 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. Occasionally, fallen trees or brush will need to be removed to keep fields and access open. Basin risers should 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 replacement signage is the responsibility of the Licensee.

2026 - 2028 Farm License Agreement

SUG1: 26-

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: This work may be proposed by the Licensee, but must be approved in advance by the Forest Preserve District.

h. Pesticide Application

Pesticide applicators must adhere to all pesticide label requirements, warnings, restrictions, and application rates. The use of neonicotinoid-treated corn and 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.

i. Fall Nitrogen Applications

There will be no Fall applications of Nitrogen-Based Fertilizers (Anhydrous Ammonia) permitted.

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 an Exhibit) if applicable. 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. Cover Crop Incentive Program

The land use and cropping for agricultural leases shall be rotated crops. The use of cover crops to protect soil, water and nutrient resources is strongly encouraged.

The use of cover crops is non-mandatory. If the Licensee chooses to participate in the Cover Crop Incentive Program, 10% of the annual Farm License Fee will be submitted as a separate check payable to the Forest Preserve District of Will County as the Cover Crop Security. The amount due for the annual Farm License Fee will be reduced by 10%. Upon verification of compliance with this Cover Crop Incentive Program, the 10% Cover Crop Security will be returned to Licensee within 10 days of December 31. If the Licensee is not in compliance with this Cover Crop Incentive Program by December 31, the Cover Crop Security will be forfeited to the Forest Preserve as liquidated damages, not as penalty. An appropriate cover crop shall be planted after harvest. The species and planting rate of cover crops must be proposed by the Licensee and approved in advance by the Forest Preserve. Cover crops must achieve 60% vegetative coverage by December 31. Documentation to the Forest Preserve shall be provided regarding species planted, planting rate per Acre and date planted. Cover Crop Summary reporting forms provided by the Forest Preserve may be used for reporting (See Exhibit E) or Licensee may use their own.

2026 - 2028 Farm License Agreement

SUG1: 26-

8. Reporting

Licensee shall report all nutrients and pesticides (herbicide, insecticide, fungicide, etc.) and rates applied to all fields. Corn and Soybean seed tags or bag label shall also be submitted. Crop Summary reporting forms provided by the Forest Preserve may be used for reporting (See Exhibit D) or, Licensee may use their own. Reporting forms are due no later than September 1st. Failure to report in a timely manner is a violation of license terms.

Licensees participating in Cover Crop Incentive Program shall report cover crop species, planting rates, planting dates and plan for termination and/or incorporation by December 31. (See Exhibit E)

9. 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/ cover crop incentive program (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. Field Access

Licensee must have established field access and/or have received permission from adjacent landowner/tenant farmer to access the field via neighboring property.

11. Exhibits

| | |
|----------------|---------------------------------|
| Exhibit A..... | Draft of Farm License Agreement |
| Exhibit B..... | Farm Area Persons |
| Exhibit C..... | Farm Program Specifications |
| Exhibit D..... | Crop Summary Reporting Form |
| Exhibit E..... | Cover Crop Reporting Form |

EXHIBIT E: Cover Crop Reporting

| Farm I.D. | Field # | Crop Year | License Holder |
|--------------------------|--|-----------|----------------|
| | | | |
| COVER CROP | | | |
| Type (circle one) | a. Grass and Legume b. Rye b. Wheat d. Oats c. Other (*write species below) d. None | | |
| Other Species planted | | | |
| Planting Date | | | |
| Installation Method | | | |
| Termination Date | | | |
| Termination Method | a. Herbicide b. Rolling/ crimping c. Other (*describe below) | | |
| Other Termination Method | | | |

Proposal Form

Applicants Name: _____

1. Farm License Area:

Sugar Creek Preserve, SUG1

2. Bid Opening:

Date: June 25, 2025

Time: 9:00 AM Prevailing Time

Place: Forest Preserve District of Will County
17540 W. Laraway Road
Joliet, Illinois 60433

3. References:

If the applicant does not have more than five (5) years experience, submit a minimum of three (3) references.

| Contact Person | Address/City/Phone | Dates Worked For/With |
|----------------|-----------------------------|-----------------------|
| A. _____ | _____ _____ () _____ | _____ |
| B. _____ | _____ _____ () _____ | _____ |
| C. _____ | _____ _____ () _____ | _____ |

4. Bid Document Checklist:

The following is a checklist of documents which should appear in the Bid packet. Bidder shall complete the checklist and contact the Forest Preserve if any of the documents have been omitted.

| Section | No. of Pages | Yes | No |
|-----------------------------|--------------|--------------------------|--------------------------|
| Invitation for Bids | 3 | <input type="checkbox"/> | <input type="checkbox"/> |
| Instructions to Bidders | 2 | <input type="checkbox"/> | <input type="checkbox"/> |
| Farm Program Specifications | 6 | <input type="checkbox"/> | <input type="checkbox"/> |
| Proposal Form | 2 | <input type="checkbox"/> | <input type="checkbox"/> |

5. Addendum:

Bidder acknowledges receipt of the following addendum to the Contract and has attached the addendum to the Proposal Form. When addenda to the Contract were not issued, indicate "None."

Addendum Number

Date of Addendum

Applicant Name: _____

6. Proposal Form

2026-2028 Farm License Years

| Description | Quantity | Unit | Unit Bid | Total |
|---|----------|-------|----------|-----------|
| Base Bid: | | | | |
| Sugar Creek Preserve, SUG1 (130.5 Ac) | 3 | Years | \$ | \$ |
| Base Bid Total | | | | \$ |
| | | | | |
| Cover Crop Incentive Program 10% of Base Bid Total (optional)* | | | | \$ |
| Adjusted Bid Total (Base Bid – Cover Crop Incentive) | | | | \$ |
| | | | | |
| Bid Security 10% of Base Bid Total | | | | \$ |

“* If Licensee declines to participate in Cover Crop Incentive Program, enter “N/A”.

7. Applicant Information:

Applicant and Company Name _____

Address _____

Telephone _____ Fax _____ Email _____

Signature _____ Date _____