

1. Policy Introduction

The Agricultural Land Use Policy (Policy) of the Forest Preserve District of Kane County (District), effective April 9, 2024, Resolution FP-R-24-04-3084, shall govern the stewardship and licensing of agricultural lands held by the District and comply with General Use Ordinance FP-O-~~26-03-#####23-07-0593~~. Upon adoption of Resolution FP-R-~~26-06-#####4-04-3084~~ by the Board of Commissioners, the revised Policy shall be in effect on July/April 149, 2026.

2. Agricultural Land Use

Farmland is acquired by the District with the intent of a transition to a land use such as natural area restoration or development for public use and enjoyment. Keeping farmland in production is an important interim land use. The continuation of a current farming operation on acquired land provides for the suppression of undesirable vegetation on the landscape (if the land was left fallow), sustains the farming culture of Kane County, and provides revenue for the District. The District has the responsibility of implementing best management practices and sound stewardship on all its holdings, and agricultural land is included in this philosophy.

3. Farm Program Goals

The goals of the District's Farm Program include the long-term ecological health of District property, and the environment, by implementing agricultural practices based on regenerative agriculture goals, soil health principals and related conservation farming concepts. Conservation tillage methods and utilizing a continuous cover will help reduce erosion, improve soil structure, increase the diversity of organisms within the soil biome, and lend to overall soil health. Integrated pest management, responsible herbicide use and nutrient management has benefit to water quality and wildlife habitat. Conservation practices such as vegetated field buffers and in-field prairie strips will reduce surface run off of sediment and nutrients, provide habitat for wildlife and reduce erosion. Monitoring the chemical and physical properties of our farmland using a suite of testing protocols will establish a baseline matrix and define future trends in order to guide management decisions. These prescribed practices are stipulated within the Farm Program License Agreement (Exhibit A).

4. Farm Program License Agreement

4.1 Granting of the Farm Program License Agreement

When real estate is acquired by the District, the tenancy stipulated in the land sales contract for farmland, hay ground, and buildings (used for farm operations) shall be honored. The tenant shall furnish the District with an extant Certificate of Insurance, naming "The Forest Preserve District of Kane County" as additional insured and comply with the insurance requirements in the Farm Program License Agreement (Farm License). The current tenant will be offered to enter into a Farm License with the District (providing the tenant is in good standing with the District), effective upon expiration of the current agreement, or March 1 of the following year, whichever comes first. If the current tenant refuses the offer to enter into an agreement, a tenant shall be secured via the District's on-line procurement portal-Lottery System (Exhibit B), for the upcoming Farm Program year. In the absence of tenancy appointed in the land sales contract, the District will offer the current operator right of first refusal to enter into a Farm License (providing the operator is in good standing with the District). If the current operator refuses the offer to enter into a Farm License agreement, a tenant shall be secured via the District's on-line procurement portal-Lottery System.

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Notification

~~of farmland available via the Lottery System shall be mailed to prospective farmers. Applicants may submit an on-line form, or mail a completed form to the District.~~

4.2 Terms and Fees

The Farm License shall be granted for a single, or multiple terms, from March 1, to February 28. Number of terms are dependent on restoration timelines, grant or bond restrictions, and type of cropping systems. During the term of the Farm License, 50% of the license fee is due by March 31 and the balance (50%) shall be due by December 15. A map of the licensed premises, depicting parcel and preserve name, number of acres, and row crop or hay, shall be included with the Farm License. The acres indicated in the Farm License shall be used to calculate the license fees. As a courtesy, invoices will be mailed to each Licensee.

~~4.3~~ Calculation of Rental Rates

~~Cash rent rates are based on predominance of soil productivity rating (average yields) of non-irrigated corn crops found on the USDA NRCS Web Soil Survey¹. The pricing is assigned a land class of excellent, good, and average for row crops.~~

Land Class	Price per Acre
Excellent	\$285.00
Good	\$255.00
Average	\$200.00

~~The above rates were presented as proposed reduced rates and approved by the Forest Preserve District Executive Committee for the 2017 farm rents, on December 9, 2016. Poor soils remained at \$190.00 per acre and hay ground rate remains at \$120.00 per acre.~~

4.3 Calculation of Rental Rates

The cash rent rates for Land Class A, B, and C are based on the average Soil Productivity Index (Bulletin 811) calculated for each Land Class, and utilizing the Illinois Agricultural District Cash Rent Adjustment Factor, 2025¹. Rental Rate = $-156 + (3.21 \times \text{Ave SPI}) + \text{AD adjustment (19)}$.

<u>Land Class</u>	<u>SPI</u>	<u>Rental Rate</u>
<u>Excellent (Class A)</u>	<u>133-147 (Ave 140)</u>	<u>\$312.00</u>
<u>Good (Class B)</u>	<u>117-132 (Ave 125)</u>	<u>\$264.00</u>
<u>Average (Class C)</u>	<u>100-116 (Ave 108)</u>	<u>\$210.00</u>
<u>Fair (Not Prime)</u>	<u><100</u>	<u>\$190.00</u>

Rates in table utilize 2025 Illinois Agricultural District Cash Rent Adjustment Factor.

Hay ground will remain at \$120.00 per Acre and Fair Land Class (formerly Poor soil class) will remain at \$190.00 per acre.

4.4 Acreage Reduction and Parcel Retirement

The District reserves the right to reduce the acreage of the licensed premises at any time. Licensee shall be notified in writing of the Districts intent to retire a parcel or reduce the number of acres affecting the licensed premises.

- i. Written notice of acreage reduction, or permanent retirement of parcels, for the next term of the Farm License, shall precede the Farm License renewal documents.
- ii. Written notice of acreage reduction ~~during the term given after execution~~ of the Farm License, and prior to ~~crop planting~~ ~~March 1~~, shall include an amendment to the Farm License and revised invoice reflecting the reduced license fee for the term of the Farm License.
- iii. Written notice of acreage reduction given after crops have been planted, during the term of the Farm License, shall cause for the District to compensate the Licensee for crop loss caused by the immediate use and occupancy by the District, following the crop loss event. Compensation shall be calculated using the Farm License's per acre price, multiplied by the number ~~of~~ acres reduced. The compensation amount shall be deducted from the second license fee of current crop year.

4.5 Covenant Against Assignment of Sublease

The Licensee is not entitled to assign, sub-license, sub-lease or rent the licensed premises to another party, either verbally or in writing. Assignments by the Licensee is grounds for immediate termination of the Farm License.

4.6 Organic Farm Program License Agreement

The District and Licensee may choose to enroll all, or part, of the licensed premises in the Organic Farm Program. The Organic Farm Program License Agreement (Exhibit B) incorporates the rules and regulations of the National Organic Program and USDA organic regulations (Title 7 CFR Part205) for organic crop production. The Organic Farm Program License Agreement (Organic Farm License) shall be a term of six (6) years, renewable by the Licensee, providing the Licensee has remained in compliance and is in good standing with the District. The Organic Farm License fees during the transition from conventional farming to certified organic farming shall be reduced by seventy five (\$75.00) dollars per acre, per year, for the first three years of the License. The license fee for the remainder of the license term, and subsequent renewals shall not be discounted. The Licensee must provide the District with the name of the certifying agent, crop advisor, and organic farming plan, which is acceptable to the District prior to entering into the Organic Farm License. The Licensee shall provide proof of organic certification annually. In the event the Licensee is non-compliant with the terms of the Organic Farm License and/or intentionally negligent during the transition period, and fails to obtain organic certification, the Organic Farm License may be terminated and the difference of discounted license fee and full license fees collected.

5. Conservation Farming Practices

5.1 Tillage

Allowable tillage practices are no-till^{1,2}, strip till, and other conservation tillage methods³ that maintains crop residues on the soil surface after planting. No fall tillage is ~~permitted~~, ~~permitted~~; ~~however~~ ~~however~~, the District reserves the right to grant written permission for tillage when requested in writing from the Licensee.

5.2 Pesticide/herbicide Use

Pesticide, herbicide, fungicide, and insecticide (collectively, pesticides) applicators and operators must adhere to all label requirements, warnings, restrictions, and application rates of pesticides used. Applicators and operators must adhere to all label precautionary statements and instructions to control pesticide drift, surface runoff, and protect groundwater. Pesticide treated seeds can be toxic to non-target wildlife and must be planted according to label requirements and avoid leaving exposed seeds on the soil surface. Any spill of treated seed in the field must be removed by the Licensee immediately. Licensee shall use practices to minimize seed dust from treated seeds when planting by using a seed lubricant, to protect areas off site. The following herbicides/pesticides (and any formula containing) are restricted from use: atrazine, zidua, paraquat/paraquat dichloride,

dicamba/salts of dicamba, and spray application of any neonicotinoid product. The planting of neonicotinoid treated soybean seed is prohibited. Products with residual carry over effect on grass or broadleaf plants beyond the growing season are prohibited. The use of prohibited herbicides and pesticides is grounds for immediate termination of the Farm License at the sole discretion of the District.

5.3 Timing of Hay Cutting

Hay ground included in the Farm License shall not have a first cutting until July 1. Delayed hay cutting allows for grassland birds to nest, and provides for successful fledgling survival. Additional cuttings require permission from the District.

5.4 Nutrient Management and Soil Health

The maintenance of appropriate soil pH and nutrient levels, according to the recommendations in the University of Illinois Agronomy Handbook³, is the responsibility of the Licensee. Fall application of nitrogen is not allowed. The use of bio-solids is strictly prohibited on District land. Application of manure may only be applied with written authorization from the District. If the Licensee performs soil tests, the results shall be submitted to the District. Soil health tests shall be carried out by the District on a revolving schedule, sampling one-third (1/3) of total farmland acres per year, and a fee of three dollars and fifty cents (\$3.50) per acre shall be added to the annual license fee. Soil health tests shall provide results of the chemical, biological and physical properties of a given farm parcel as well as detect residual herbicides. The results provide baseline soil conditions to share with the Licensee as a supplement to nutrient management and tillage programs, define conditions and trends in order to guide land management decisions, and made available when new parcels enter the program ~~and/or are available through the Lottery System.~~

5.5 Conservation Plans

The Licensee is expected to remain in compliance with all NRCS Conservation Plans adopted and submitted to NRCS or other local agricultural office affiliated with the USDA. The District may install field edge buffers and in-field vegetated strips as conservation field improvements. The Licensee may be responsible for annual maintenance and shall not plant through installed buffers and strips. The District will work with the Licensee to achieve and maintain conservation goals.

5.6 Conservation Crop Rotation

A crop rotation plan shall be completed by the Licensee at the time of executing the Farm License. The following table is provided within the Farm License, to be completed by the Licensee:

Property Name	20##24 Crop	Cover Crop
		Corn, Soybeans, Wheat, or Hay
Field(s) #		

The crop rotation plan may be amended as needed, double cropping requires permission from the District.

6. Reporting

By November 30 of each year, the Licensee shall submit the Farm Program Reporting Form (Exhibit C) to the District. The Licensee will furnish the details of herbicide and nutrient applications as well as seed brand and seed treatments on the reporting form. Seed tags shall also be provided by the Licensee.

7. Farm Program Compliance

The Licensee is expected to abide by all rules and conditions of the Farm License, including the submission of reporting forms and Certificate of Insurance. Field assessments will be conducted to monitor compliance with tillage and other conditions of the Farm License. Non-compliance may result in the termination of the Farm License. If issues arise that hinder the Licensee's ability to comply with the agreed conditions of the Farm License, the Licensee must contact the District as soon as possible. All rules, regulations and conditions within the Farm License, attached hereto as Exhibit A, shall be incorporated herein.

8. Other Agricultural Use

The District may elect to pursue new types of agricultural use on its farmland. Including, but not limited to; livestock grazing, specialty crops, and agroforestry. The procurement process shall be tailored to the specific use being adopted.

¹ Schnitkey, G., N. Paulson, and C. Zulauf. "Relationships between Average Cash Rents and Soil Productivity." *farmdoc daily* (15): 184, Department of Agricultural and Consumer Economics, University of Illinois at Urbana-Champaign, October 7, 2025.

Link: <https://farmdocdaily.illinois.edu/2025/10/relationships-between-average-cash-rents-and-soil-productivity.html>

⁴NRCS Web Soil Survey <https://www.nrcs.usda.gov/resources/data-and-reports/web-soil-survey>

²¹329_IL_Residue and Tillage Management, No Till 2022
https://efotg.sc.egov.usda.gov/api/CPSFile/35675/329_IL_CPS_Residue_and_Tillage_Management_No_Till_2022

²³345_IL_Residue and Tillage Management, Reduced Till 2022

https://efotg.sc.egov.usda.gov/api/CPSFile/35678/345_IL_CPS_Residue_and_Tillage_Management%2c_Reduced_Till_2022

³⁴University of Illinois Agronomy Handbook <http://extension.cropsciences.illinois.edu/handbook/>

Exhibits

A Farm Program License Agreement

~~B Lottery System~~

~~BC Organic Farm Program License Agreement~~

~~CD Farm Program Reporting Form~~