

# Cooperative Agricultural Opportunity at Mingo National Wildlife Refuge

The U.S. Fish and Wildlife Service (Service) is seeking bids to farm two parcels (Farm Unit 1 & Farm Unit 2) within the Mingo National Wildlife Refuge (NWR). Cooperative Agriculture is used at Mingo NWR to achieve waterfowl management objectives by providing habitat and supplementing natural food resources throughout the waterfowl migration. As a result, this farming program requires that agricultural crops be planted, cultivated, and harvested in accordance with Special Conditions for Farming (**Attachment 1**) and other requirements described below.

## I. What & Where:

*Unit 1* is approximately 127 acres described in the attached Crop Plan and Field Description. (**Attachment 2**)

*Unit 2* is approximately 104 acres described in the attached Crop Plan and Field Descriptions (**Attachment 2**).

1. Farm Units will be rented for a period of three crop years beginning **February 1, 2024**, and ending December 1, 2026.
2. Farm Units are located within the Mingo National Wildlife Refuge east of Puxico, MO in Wayne and Stoddard Counties (**Attachment 3** includes Map of Field Locations).

## II. How to bid:

1. Review General Conditions for Bids (see Section III below).
2. Complete and return Bid Sheet(s) (**Attachment 4**) along with the Special Use Permit Application (**Attachment 5**) to: Mingo National Wildlife Refuge office, 24279 MO-51, Puxico, MO 63960, by **4p.m. on Thursday, November 30, 2023**.
3. Cooperators will be selected through an open and competitive process where applications will be scored and ranked by a panel according to objective criteria outlined on Bid Sheet (**Attachment 4**). **Please Note: cooperators will be scored and ranked based on the entirety of the selection criteria, not solely on bid amount (e.g. highest bid does not guarantee selection).**
4. Questions regarding the bid process: contact Ben Mense, Refuge Manager, or Corey

Kudrna, Assistant Refuge Manager, at 573-222-3589.

5. Site visits can be arranged by calling the Refuge office at 573-222-3589.

### III. General Conditions for Bids:

1. Bids will be on a per acre basis. Bidders will need to determine what they are willing to pay per acre farmed for each year's cropping plan; then take that average for the three years. This average price per acre will be the bid. This is the price the bidder will pay each year for acres farmed. Bids will need to be recorded in the appropriate place, on the Bid Sheet (**Attachment 4**).
2. Bids will be valid for a 3-year period with a Special Use Permit issued in Year 1 (2024) and renewed annually for the two subsequent years (2025-2026). If the Cooperator does not honor the bid, farming rights will be given to the next highest-ranking applicant in this bid cycle or re-bid at the discretion of the Service. If it is re-bid, the original Cooperator will not be allowed to bid at that time.
3. Once a bid is accepted, 25% of the annual payment must be made each year by **February 1** upon the issuance of the Special Use Permit. The remaining 75% of the payment will be made each year by **December 1**.

Farm Unit 1 Example:

\$10/acre x 127acres = \$1,270 total annual rental payment (2024)

\$10/acre x 127acres = \$1,270 total annual rental payment (2025)

\$10/acre x 127acres = \$1,270 total annual rental payment (2026)

Year	Feb. 1	Dec. 1	Total
2024	\$317.50	\$952.50	\$1,270
2025	\$317.50	\$952.50	\$1,270
2026	\$317.50	\$952.50	\$1,270
<b>Total Payment for 3 Years</b>			<b>\$3,810</b>

### IV. Crop Plan:

The Crop Plan for Farm Units cover the planting, tending and harvest of (Unit 1 127 acres) and (Unit 2 104 acres) crops. The Cooperator must agree with and sign Special Conditions for Farming (**Attachment 1**). Designated crops will be planted on farm acreage and harvested each year by the Cooperator, with the exception of a portion of the of the crop which will be left in the field for migrating waterfowl. Cooperators position of harvest is based on portion planted each year. The chart below designates cooperators portion eligible for harvest. Refuge staff will designate where crops will be left standing each year. In the case of soybean planting, 100% of the crop will be harvested by the cooperator, who in turn will be required to plant a cereal rye or wheat cover crop at a minimum rate of 60lbs per acre. When moist soil units (MS 3 or Charlies Thicket) are

planted to soybean an equal acreage of millet food plots will be planted in a designated refuge moist soil unit. Millet food plots are to be planted between July 15th and August 15th. Cooperators may drill millet seed at 25lbs or broadcast 50 lbs. per acre minimum.

% of Acres Cooperator Planted	Cooperators % harvest share %	Refuge % share of harvest
50% or less	50%	50%
50% to 70%	60%	40%
70% to 90%	70%	30%
90% to 100%	80%	20%

In the rare occasion that more than ½ of the fields are not able to be farmed during a year because of flooding, the Refuge Manager will allow the Cooperator an additional year in the bid cycle as long as they honor the original bid price. If crops were planted and destroyed by flooding and the Cooperator received insurance payments and/or replanted crops, this would be considered a year farmed and an additional year would not be given. Annual payments will be based on all tillable acreage identified in the Farm Unit Crop Plan for the given year. If the Cooperator chooses not to carry crop insurance, the Cooperator accepts all risk and liability for annual payments. Annual payment amounts will not be reduced.

#### V. Permitting Requirements:

Before work onsite, the Cooperator must have an approved Special Use Permit (FWS form 3-1383-C) for the year farmed. The Special Use Permit will be issued and approved by the Refuge Manager and include an annual farm plan that identifies crops to be planted, use of pesticides, use of best management practices, and special conditions. The Special Use Permit also requires the Cooperator to submit a final Harvest Report identifying acres planted along with herbicide applications. The Special Use Permit is completed, issued, and signed by the Refuge Manager.

1. The Cooperator will be required to sign the Special Conditions for Farming (**Attachment 1**).

#### VI. Reporting Requirements

1. The Cooperator will be required to submit a final Harvest Report (**Attachment 6**) by December 1 annually.
2. Certified seed labels and receipts must be submitted to the Refuge Manager by the Cooperator before any planting occurs.
3. Upon completion of the farming year, the Cooperator will receive a successful or unsuccessful rating from the Refuge Manager. This determination will be made by using

the Farming Checklist and Evaluation (**Attachment 7**). If the Cooperator receives an unsuccessful rating, farming rights will be given to the next highest-ranking applicant from the bidding process or if none of the original applicants are interested it will be rebid. The Cooperator may receive an unsuccessful rating for not complying with crop plans, meeting planting deadlines of specified crops, or other general conditions.

## **VII. Summary of Cooperative Agriculture Program**

Individuals have the opportunity to submit a bid/per acre for the Cooperative Agricultural Opportunity at Mingo National Wildlife Refuge. The selected Cooperator will be responsible for the following specifications for the Cooperative Agriculture Program:

1. Plant specified acreage for Farm Unit(s) to crop rotation designated in the annual Farm Unit Crop Plan for a 3- year period.
2. Harvest portions corn milo leaving a specified portion for the refuge share each year. The refuge portion standing crops may be designated in any field locations for migrating waterfowl.
3. Harvest 100% of soybean crop each year, planting an equivalent acreage of cereal rye or winter wheat cover crop or millet food plot.
4. Follow Special Conditions for Farming (**Attachment 1**).
5. Submit Harvest Report (**Attachment 6**).
6. Follow guidelines on pesticide use and end of year reporting requirements (**Attachments 1 & 8**).

# Mingo National Wildlife Refuge –Attachment 1

## Special Conditions for Farming

- A. The government share of the total farm acreage will consist of designated crops provided by the Cooperator. See **Attachment 2** for the total farmable acreage of crop for each Farm Unit. Government share of unharvested crop is detailed on page 3 of the Cooperative Agricultural Opportunity notice in section VII and Summary of Cooperative Agriculture Program.
  
- B. Cooperator is required to implement and/or maintain site specific Best Management Practices (BMPs):
  - 1. Land alterations included but not limited to, ditching, land leveling, filling, and clearing will be done only upon approval of Refuge Manager.
  - 2. No drainage will be permitted prior to February 1 of each year.
  - 3. No fall disking is allowed without prior approval from Refuge Manager. Any acreage disked in the fall will require a winter cover crop.
  
- C. The use of GMO (genetically modified organisms) crops is not allowed on the Refuge.
  
- D. Seeds may not be treated with neonicotinoids. Neonicotinoids are a class of insecticides chemically similar to nicotine. They are marketed and distributed in various forms including sprays, powders and seed treatments. Trade names containing neonicotinoids may include (but are not limited to) Acceleron®, Acetamiprid®, Actara®, Adage®, Adjust®, Admire®, Advantage®, Alpine®, Arena®, Assail®, Belay®, Calypso®, Celero®, Centric®, Clutch®, Confidor®, Cruiser®, Dinotefuran®, Encore®, Flagship®, Gaucho®, Helix®, Inside®, Intruder®, Legend®, Merit®, Meridian®, Nipsit®, Platinum®, Poncho®, Pravado®, Premise®, Regent®, Safari®, Scorpion®, Titan®, Touchstone®, Tristar®, and Venom®. Active ingredients include: acetamiprid, clothianidin, dinotefuran, imidacloprid, nithiazine, sulfoxaflor, thiacloprid, and thiamethoxam.
  
- E. An approved Pesticide Use Proposal is required before pesticide application and the Cooperator is required to follow associated guidelines:
  - 1. See attached decision tree for chemicals that will be available for approval through an Annual Pesticide Use Permit (**Attachment 8**). The pesticides in (**Attachment 9**) have been approved with limited use for several years on the refuge. Currently, the refuge does not have any pesticide tank mixes approved but cooperators may request them annually. Regional herbicide policy is subject to change altering available chemicals. Requests for pesticides or tank mixes that are not on the approved list should be made as soon as possible and

- accompanied with detailed justification. Approval of chemicals not occurring on the list cannot be guaranteed by the Service.
2. Pesticides/herbicide may not be applied until an approved Annual Pesticide Use Permit for the chemical has been received by the Cooperator.
  3. Approved chemicals will only be used when the level of pest occurrence observed through crop scouting indicates pest density is at the economic threshold level.
  4. Chemical application on any other vegetation is prohibited.
  5. Pesticide label application instructions will be adhered to and efforts will be made by the Cooperator to reduce use of chemicals through alternative nonchemical pest control techniques.
  6. The Cooperator is required to report pesticide use on the day of application and in Harvest Report (Attachment 6) and furnish to Refuge Manager by **December 1**.
  7. Misuse of approved chemicals or use of any unapproved chemicals will result in termination of this farming agreement.
- F. The Cooperator may begin farming operations **February 1st**.
- G. Cooperator may enroll and participate in Farm Service Agency (FSA) programs. The Cooperator is required to notify Refuge Manager of enrollment in FSA program(s). All acreage reporting will be the responsibility of the Cooperator. The Refuge Manager will provide the Stoddard County FSA Office a copy of Annual Special Use Permits.
- H. The Cooperator is responsible for weed control on field edges. Weed control activities will be determined during an annual meeting each January, and will be documented in writing, by an addendum, which is attached to and becomes part of the agreement.
- I. Additional acreages may be added to Farm Units upon agreement between the Refuge Manager and Cooperator. Likewise, acreages can be subtracted from Farm Units upon agreement between the Refuge Manager and Cooperator. Any changes in bid package acreages will be made in writing, by an addendum, which is attached to and becomes part of the agreement.
- J. Plant and soil tests may be conducted by the Service at any time to determine chemical or fertilizer applications that have been applied to ensure units are in compliance with approved permits.
- K. Cooperator agrees that the agricultural crops of the type and acreages specified in the Farm Unit Crop Plan must be planted, cultivated, and harvested during the year of the agreement. Should weather conditions limit planting time frames for a particular crop (i.e. fields are too wet for planting corn in time), crops may be substituted with prior approval from the Refuge Manager. Changes in the agreement must be made prior to planting, in writing by an addendum, which is

attached to and becomes part of the agreement.

- L. Cover crops are subject to change if substitutions are made to the crop rotation agreements. Changes will be included in the crop substitution addendum, which is attached to and becomes part of the agreement.
- M. Only cover crops authorized in the Farm Unit Crop Plan for a specified year will be planted on the Refuge. Cereal rye or wheat may be planted after fall harvest, but before November 1. Any deviation from that date must have prior approval from the Refuge Manager.
- N. Cover crop seeding must follow the recommendations of the NRCS or other resource experts such as Midwest Cover Crops Council; information and resources can be found at <http://mccc.msu.edu/statesprovince/missouri/>
- O. The following cover crop seeding rates must be followed: Cereal rye or wheat at a rate of 60lbs per acre. Cover crop seeding rates listed are the minimum seeding rates required. Cooperators can choose to seed at heavier rates, but no lower.
- P. Cooperator can choose to harvest cover crop seed prior to terminating crop, but it is not required.
- Q. The Refuge share of cover crops will be winter ground cover for soil and water conservation, soil enrichment, and noxious weed control, as well as, foraging and wintering habitat for wildlife.
- R. The Cooperator is authorized to use Service pumps. The Cooperator shall bear at his/her expense the charge for all fuel costs required to grow crops addressed in this agreement. The Refuge will be responsible for the routine maintenance and operation of Service pumps.
- S. In the event of failure of the pump system or other facilities and equipment where the major maintenance or replacement responsibility rests with the Service, if the Service is unable to make prompt repairs or replacement because of the government contracting process, priorities or fund limitations, the Cooperator may make repairs at his/her own expense. This in no way obligates the Service to reimburse the Cooperator and no obligation to the Cooperator is given or implied. The Service shall in no way guarantee operation of irrigation systems, nor be responsible for loss of a portion of or all crops because of failure of any part of irrigation systems including pumps, water supply, etc.
- T. All crops shall be planted and harvested as early as possible with a target date for completion of harvesting operations of **November 15**. Refuge crops will be fertilized at the same rate as the Cooperator's and receive every other like kind treatment (crop scouting, pesticides, tillage, etc.).

- U. The Cooperator will abide by all appropriate State and Federal regulations pertaining to storage, use, and disposal of hazardous materials (oils, solvents, pesticides, pesticide containers, etc.). The Cooperator will immediately notify Refuge Manager in event of any accidental hazardous material release and take appropriate measures to contain the release.
- V. Burning of any kind is not permitted on the refuge by the Cooperator.
- W. Any violation of these conditions will be grounds for termination or non-renewal of this agreement.

**I understand and agree to all special conditions of the Cooperative Farming Agreement.**

\_\_\_\_\_  
Cooperator's Signature

\_\_\_\_\_  
Date

## Mingo National Wildlife Refuge –Attachment 2

### Farm Unit Crop Plan and Unit Description

See Farm Unit table for crops to be planted by field year. It is recommended that a soil test be completed, and fertilizer and lime be applied to each field as needed. Crop rotation for moist soil (MS) fields will be determined between Refuge Management and Cooperator prior to the planting season and could include, but is not limited to, milo, corn, or rice. The crop rotation will be finalized in writing, by an addendum, which is attached to and becomes part of the agreement.

<b>Farm Unit 1</b>					
<b>Tract #</b>	<b>Acres</b>	<b>USDA Identification</b>	<b>2024 Crop</b>	<b>2025</b>	<b>2026</b>
Ditch 4 North	30	Farm 4877, Tract 8993, CLU 4	SOYBEANS (Cereal Rye Cover Crop)	1Corn 2Milo 3SOYBEANS (Cereal Rye or wheat Cover Crop)	1Corn 2Milo 3SOYBEANS (Cereal Rye or wheat Cover Crop)
Ditch 4 South	38	Farm 4877, Tract 8993, CLU 6	SOYBEANS (Cereal Rye Cover Crop)	1Corn 2Milo 3SOYBEANS Cereal Rye or Wheat Cover Crop	1Corn 2Milo 3SOYBEANS (Cereal Rye or wheat Cover Crop)
Ditch 3 North	33	Farm 4877, Tract 8994, CLU 1	SOYBEANS (Cereal Rye Cover Crop)	1Corn 2Milo 3SOYBEANS Cereal Rye or Wheat Cover Crop	1Corn 2Milo 3SOYBEANS (Cereal Rye or wheat Cover Crop)
Charlies Thicket	22	Farm 4701, Tract 8990, CLU 4	SOYBEANS 22 acres of Millet in designated area	1Corn 2Milo 3SOYBEANS 22 acres of Millet in designated area	1Corn 2Milo 3SOYBEANS 22 acres of Millet in designated area
<b>Total Acreage</b>	<b>127</b>	<b>Acreage by Farm Year</b>	<b>127</b>	<b>127</b>	<b>127</b>

<b>Farm Unit 2</b>					
<b>Tract #</b>	<b>Acres</b>	<b>USDA Identification</b>	<b>2024 Crop</b>	<b>2025</b>	<b>2026</b>
Hwy 51 North	37	Farm 4877, Tract 1324, CLU 4	1Corn 2Milo 3SOYBEANS (Cereal Rye or wheat Cover Crop)	1Corn 2Milo 3SOYBEANS (Cereal Rye or wheat Cover Crop)	1Corn 2Milo 3SOYBEANS (Cereal Rye or wheat Cover Crop)
Hwy 51 South	28	Farm 4877, Tract 1324, CLU 2	1Corn 2Milo 3SOYBEANS (Cereal Rye or wheat Cover Crop)	1Corn 2Milo 3SOYBEANS (Cereal Rye or Wheat Cover Crop)	1Corn 2Milo 3SOYBEANS (Cereal Rye or wheat Cover Crop)
Moist Soil Unit 3	39	Farm 8784, Tract13245, CLU 2	1Corn 2Milo 3SOYBEANS (39 acres of Millet in designated area)	1Corn 2Milo 3SOYBEANS (39 acres of Millet in designated area)	1Corn 2Milo 3SOYBEANS (39 acres of Millet in designated area)
<b>Total Acreage</b>	<b>104</b>	<b>Acreage by Farm Year</b>	<b>104</b>	<b>104</b>	<b>104</b>

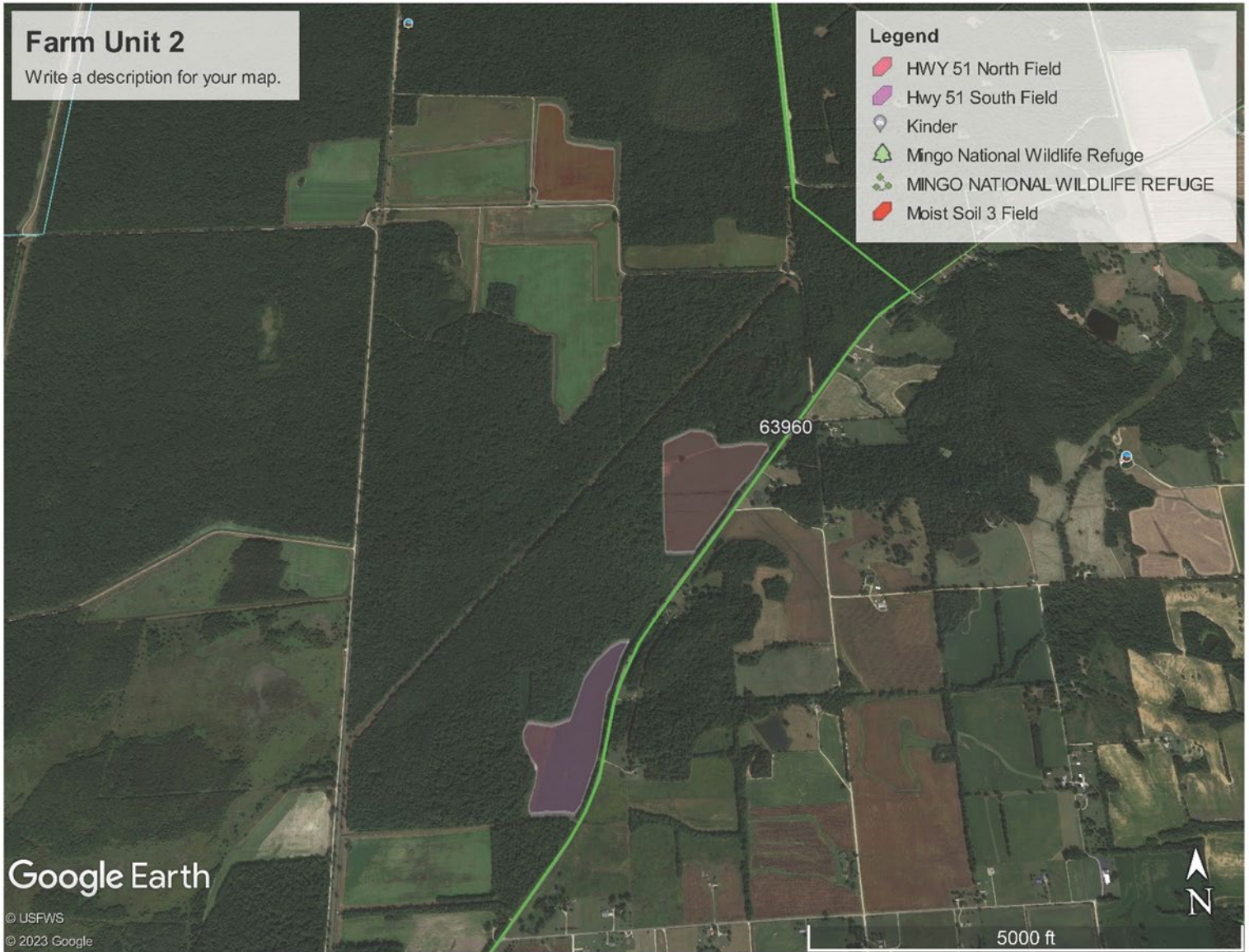
\*Note: Soil composition data may be obtained from USDA's Web Soil Survey

# Mingo National Wildlife Refuge - Attachment 3



# Mingo National Wildlife Refuge - Attachment 3

## Farm Unit 2



## **Mingo National Wildlife Refuge – Attachment 4 Bid Sheet Instructions:**

1. Complete this Bid Sheet (**Attachment 4**).
2. Complete 1<sup>st</sup> Page of Special Use Permit Application (**Attachment 5**).
3. Place Bid Sheet and Special Use Permit Application in an envelope and seal.
4. Mail or deliver sealed envelope to Mingo NWR by **Thursday, November 30, 2023 at 4:00 p.m.**

Proposals are to be submitted to the Refuge Headquarters in a sealed envelope marked ***Cooperative Farming Proposal, U.S. Fish & Wildlife Service, Mingo National Wildlife Refuge, 24279 State HWY 51, Puxico, MO 63960.*** The envelopes may be submitted either by mail or hand delivery to the refuge office. In either case, proposals will only be accepted between *November 7* and *November 30, 2023*. ***Proposal envelopes must be received in the refuge office by November 30, 2023 at 4:00 pm.*** All proposals will be opened on ***December 5, 2023***. The individual with the highest ranked proposal will be notified within 10 days of selection.

Interested cooperators should complete the additional information section below. Cooperators will be selected through an open and competitive process where applications will be scored and ranked by a panel using the following criteria:

- Experience in cultivation of crops, including knowledge of soil composition, chemistry, moisture, fertility, water needs, and pest problems.
- Experience in cultivation of crops, including personal experience on NWRS lands or comparable conservation lands.
- Demonstrated ability to successfully cultivate crops under restrictions listed above (e.g. non-GMO crops, non-neonicotinoid pesticides, and limitations on pesticides).
- Ownership or access to the proper equipment, materials, labor, or other resources to participate in the Cooperative Agriculture Agreement (equipment and personnel).
- Dollar bid amount per acre. \* Please evaluate the attached Crop Plan and place your bid based upon the average you would pay per acre each year. This will be your competing bid. Your annual rent will be your bid amount per acre multiplied by acreage by farm year for each Farm Unit you are bidding on. (\*Note: Cooperator will be scored and ranked based on the entirety of the above criteria, not solely on bid amount (e.g. highest bid does not guarantee selection))

**Be as detailed as possible when filling out the attached bid sheet. Applicants must address in their application how they will meet the criteria outlined in the above bulleted points (attach additional sheets if necessary).** In the event of a tie, the winning applicant will be randomly drawn from a pool of equally ranked competing applicants.

**Mingo National Wildlife  
Refuge Attachment 4—**

**BID SHEET  
National Wildlife Refuge System**

**Mingo National Wildlife Refuge  
24279 State HWY 51 Puxico, MO 63960**

**APPLICANT INFORMATION:**

Name (Proposal Submitter): \_\_\_\_\_

Partner Name (if applicable): \_\_\_\_\_

Name of Business or Farm: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Tax ID #: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Work Cell

E-mail Address: \_\_\_\_\_

**BID INFORMATION:**

*Write your bid amount for the corresponding Unit(s) in the space(s) provided below. If you are not bidding on a particular unit, leave that space blank or write N/A.*

Unit Name: \_\_\_\_\_ Bid Amount (\$/acre): \_\_\_\_\_

Unit Name: \_\_\_\_\_ Bid Amount (\$/acre): \_\_\_\_\_

**ADDITIONAL INFORMATION** *(Refuges will customize this section to reflect any additional information needed for the*

Current Pesticide Applicator's License  Yes  No (Check One) Type: \_\_\_\_\_ Cert #: \_\_\_\_\_

Expiration: \_\_\_\_\_

*Describe how your proposed activity, based on your background, knowledge, and experience, meets the objective criteria by which the Service will evaluate your application as outlined in the Service's notice of the opportunity (Notice). In addition, please identify how your proposed activity is different from the description of the opportunity outlined in the Notice.*

*Describe your experience in farming operations (including number of years) or other related experience.*

*Describe your experience relating to cultivating high-energy crops, organic crops, and/or crops under similar environmental conditions to the Refuge:*

*Please describe what in-kind services you are willing to assist the Refuge with in conducting a successful cooperative agriculture program (e.g. mowing, disking, erosion mitigation, constructing and maintaining fence to contain livestock, levee construction and laser leveling):*

*List all available equipment in good working condition, for example harvesters, tractors, implements, trucks & trailers.*

*Equipment:*

*Personnel available:*

*Please provide contact information for the last three landowners or managers you have worked with and indicate if you are willing to accommodate a visit to prior to beginning operations.*

*Attach additional sheets if necessary.*

*Describe your experience specific to farming operations on National Wildlife Refuges or comparable conservation lands:*

*List all available equipment in good working condition, for example harvesters, tractors, implements, trucks & trailers. Attach additional sheets if necessary.*

*Equipment:*

*Personnel available:*

*Describe your experience working with non-GMO and non-neonicotinoid treated seeds and limitations on pesticides:*

Certification: I hereby certify that I have read and, if selected, agree to the permit conditions listed in the bid package. The U.S. Fish and Wildlife Service reserves the right to reject any or all bids. I further certify that the information submitted in this bid sheet is complete and accurate to the best of my knowledge and belief. I understand that any false statement herein may subject me to the criminal penalties of 18 U.S.C. 1001

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## NOTICES

All information you provide will be considered in reviewing this application. False, fictitious, or fraudulent statements or representations made in the application may be grounds for revocation of the permit and may be punishable by fine or imprisonment (18 U.S.C. 1001).

### PRIVACY ACT STATEMENT

**Authority:** The information requested is authorized by the National Wildlife Refuge System Administration Act (16 U.S.C. 668dd-ee) and the Refuge Recreation Act (16 U.S.C. 460k-460k-4).

**Purpose:** To collect the applicant's information to process permits allowing for commercial activities such as: guiding hunters, anglers or other outdoor users; commercial filming; agriculture; rental of cabins and trapping while on the National Wildlife Refuge System.

**Routine Uses:** The information will be used by the refuge's administrative office for processing Commercial Activity Special Use permits. More information about the routine uses maybe found in the Systems of Records Notice, FWS -5 National Wildlife Refuge Special Use Permits.

**Disclosure:** Providing the information is voluntary. However, submission of information is required to process and approve commercial activity usage on the National Wildlife Refuge System.

### PAPERWORK REDUCTION ACT STATEMENT

We are collecting this information subject to the Paperwork Reduction Act (44 U.S.C. 3501) to evaluate the qualifications, determine eligibility, and document permit applicants and to respond to requests made under the Freedom of Information Act and the Privacy Act of 1974. The information that you provide is required to obtain or retain a benefit; however, failure to provide all required information is sufficient cause for the U.S. Fish and Wildlife Service to deny a permit. False, fictitious, or fraudulent statements or representations made in the application may be grounds for revocation of the Special Use Permit and may be punishable by fine or imprisonment (18 U.S.C. 1001). According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. OMB has approved this information collection and assigned control number 1018-0102.

### ESTIMATED BURDEN STATEMENT

The public reporting burden for this information collection varies based on the requested specific refuge use. We estimate the relevant public reporting burden for the Commercial Activity Special Use Permit Application form to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Service Information Clearance Officer, U.S. Fish and Wildlife Service, 5275 Leesburg Pike, MS: PRB (JAO/3W), Falls Church, VA 22041-3803, or via email to [Info\\_Coll@fws.gov](mailto:Info_Coll@fws.gov). Please do not send your completed form to this address.

# Mingo National Wildlife Refuge – Attachment 5

FWS Form 3-1383-C  
U.S. Department of the Interior

OMB Control No. 1018-0102  
Expires 01/31/2024



## COMMERCIAL ACTIVITIES SPECIAL USE PERMIT APPLICATION



### National Wildlife Refuge System

Refuge Name:

Address:

Attn: (Refuge Official)

E-Mail:

Phone #:

**For Official Use Only:**

Approved Permit #:

Station #:

Permit Term: from  to

**Note: We do not require all information for each use. See instructions at the end of the notice and contact the refuge to determine applicability of a particular item.**

1a) Identify the type of Permit you are applying for:  New  Renewal  Modification  Other

1b) Have you applied, or do you intend to apply, to any other refuges for this same activity?  Yes  No

1c) If yes, which refuges?

### Applicant Information

2) Full Name:  3) Title:

4) Business Name:

5) Physical Address:

City/State/Zip:

6) Mailing Address: (if different than above)

City/State/Zip:

7) Business Phone #:  8) Business Fax #:

9) E-mail:  10) Business Tax ID #:

11a) Within the past 5 years, has the company (entity), its owners, or any employees who have or will be expected to operate on the refuge, been convicted, pled nolo contendere, forfeited collateral, or are currently under charges for any violations of any State, Federal, or local law, or regulations related to fish and wildlife or permit activities?  Yes  No

11b) If you answered "YES" to question #11a, provide the individual's name, date of charge, charge(s), location of incident, court, and action taken for each violation.

12) List **known** assistants/subcontractors/subpermittees: (Only required if the assistants/subcontractors/subpermittees will be operating on the refuge without the permittee being present. If unknown at time of application we may require this under "special conditions" to permit before approval.)

Name/Business	Address	Phone #

**Activity Information:**

13a) Choose a Commercial Activity: **Guided Recreation**  **Audio/Visual Recording**  **Recreation Events**  **Cabins**   
**Transportation Services**  **Agricultural Use**  **Marine Salvage/Storage**  **Mineral Lease**  **Other**

13b) Specify Type of Activity if 'Other' was chosen:

**Note: Depending on the activity for which you are requesting a permit, we may ask you for the following activity information. Please contact the refuge where the activity is being conducted to determine what information is required.**

14) Describe activity by specifically identifying timing (occupancy timeline), frequency, and how the activity is expected to proceed:

15) Specifically identify location(s) and/or attach a map: (GPS location(s) preferred)

16) If drones will be used, describe why the drone is needed and provide specifics on how it will be used:

17) For Guided Operations estimate number of clients if applicable: Per Day  Per Season

18) Inquire with refuge if Plan of Operation is required. Is a Plan of Operation attached? Yes  No  N/A

19) Inquire with refuge if a trip schedule is required. Is a trip schedule attached? Yes  No  N/A

### License/Insurance Coverage/Certification/Permit

**Note: Contact the refuge where the activity is going to be conducted to determine if we will require any type of license(s), insurance(s), certification(s), or permit(s). We may process this Special Use Permit while the applicant obtains them.**

20) List and attach a copy of any **licenses** you have for equipment operation (i.e., aviation or commercial boats), pesticide application(s), transporters, or others, if required:

License Type	Number	Expiration Date

21) List and attach any **insurance coverage(s)** you have such as general liability, aviation, grounding liability, contaminants applicator, medical evacuation, or others, if required:

Insurance Type	Carrier	Expiration Date

22) List and attach any **certifications** you have such as rat free, hull inspections, CPR/First Aid, or others, if required:

Certificate Type	Expiration Date

23) List and attach other Federal, State, or Tribal **permits**, if required:

Permit Type	Permit Number	Expiration Date

## Logistics and Transportation

**Note: We do not require all information for each use. See instructions at the end of the notice and contact the refuge to determine applicability of a particular item.**

24a) Does the activity require personnel to stay overnight on the refuge? Yes  No  N/A

24b) If yes, list names of personnel involved:

List Names	List Names	List Names	List Names

25) Identify and describe all major equipment/gear and materials needed for activity, if required:

26a) Provide detailed information on the logistics for onsite, intersite, and/or ship-to-shore transportation to or on the refuge, if required:

26b) Provide descriptions, license plate and/or identification numbers of vehicles used for onsite transportation, if required:

Vehicle Type	Plate/I.D./Registration #	Vehicle Type	Plate/I.D./Registration #

26c) Provide descriptions, license plate and/or identification numbers of vehicles used for intersite transportation, if required:

Vehicle Type	Plate/I.D./Registration #	Vehicle Type	Plate/I.D./Registration #

26d) Provide descriptions, license plate and/or identification numbers of vehicles used for ship to shore transportation, if required:

Vehicle Type	Plate/I.D./Registration #	Vehicle Type	Plate/I.D./Registration #

27a) Is fuel cache needed? Yes  No  N/A

27b) Specific location(s) of fuel caches: (GPS Coordinates preferred)

28) Is a Safety Plan attached?  
Yes  No  N/A

### Work and Living Accommodations

29) Specifically describe onsite work and/or living accommodations, including spike camps:

30) Specifically describe on or offsite hazardous material storage or other on or offsite material storage space: (Including on and offsite fuel caches.)

**Sign, date, and print this form and return it to the refuge for processing. By signing this application, I agree my operations will conform to the information I have provided in this application, and I understand that any deviations or changes to this information must receive prior written approval.**

31) Signature of Applicant: \_\_\_\_\_ Date of Application: \_\_\_\_\_

## NOTICES

No Members of Congress or Resident Commissioner shall participate in any part of this contract or to any benefit that may arise from it, but this provision shall not pertain to this contract if made with a corporation for its general benefit.

The Permittee agrees to be bound by the equal opportunity "nondiscrimination in employment" clause of Executive Order 11246.

## PRIVACY ACT STATEMENT

**Authority:** The information requested is authorized by the National Wildlife Refuge System Administration Act (16 U.S.C. 668dd-ee) and the Refuge Recreation Act (16 U.S.C. 460k-460k-4).

**Purpose:** To collect the applicant's information to process permits allowing for commercial activities such as: guiding hunters, anglers or other outdoor users; commercial filming; agriculture; rental of cabins and trapping while on the National Wildlife Refuge System.

**Routine Uses:** The information will be used by the refuge's administrative office for processing Commercial Activity Special Use permits. More information about the routine uses maybe found in the Systems of Records Notice, FWS-5 National Wildlife Refuge Special Use Permits.

**Disclosure:** Providing the information is voluntary. However, submission of information is required to process and approve commercial activity usage on the National Wildlife Refuge System.

## PAPERWORK REDUCTION ACT STATEMENT

We are collecting this information subject to the Paperwork Reduction Act (44 U.S.C. 3501) to evaluate the qualifications, determine eligibility, and document permit applicants and to respond to requests made under the Freedom of Information Act and the Privacy Act of 1974. The information that you provide is required to obtain or retain a benefit; however, failure to provide all required information is sufficient cause for the U.S. Fish and Wildlife Service to deny a permit. False, fictitious, or fraudulent statements or representations made in the application may be grounds for revocation of the Special Use Permit and may be punishable by fine or imprisonment (18 U.S.C. 1001). According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. OMB has approved this information collection and assigned control number 1018-0102.

## ESTIMATED BURDEN STATEMENT

The public reporting burden for this information collection varies based on the requested specific refuge use. We estimate the relevant public reporting burden for the Commercial Activity Special Use Permit Application form (Commercial) to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Service Information Clearance Officer, U.S. Fish and Wildlife Service, 5275 Leesburg Pike, MS: PRB (JAO/3W), Falls Church, VA 22041-3803, or via email to [Info\\_Coll@fws.gov](mailto:Info_Coll@fws.gov). Please do not send your completed form to this address.

## GENERAL CONDITIONS AND REQUIREMENTS

1) Responsibility of Permittee: The permittee, by operating on the premises, shall be considered to have accepted these premises with all facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination, the permittee shall give up the premises in as good order and condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The permittee will fully repay the Service for any and all damage directly or indirectly resulting from negligence or failure on his/her part, and/or the part of anyone of his/her associates, to use reasonable care.

2) Operating Rules and Laws: The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county, and State laws applicable to the operations under the permit as well as all Federal laws, rules, and regulations governing national wildlife refuges and the area described in this permit. The permittee shall comply with all instructions applicable to this permit issued by the refuge official in charge. The permittee shall take all reasonable precautions to prevent the escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of refuge fires.

3) Use Limitations: The permittee's use of the described premises is limited to the purposes herein specified and does not, unless provided for in this permit, allow him/her to restrict other authorized entry onto his/her area; and allows the U.S. Fish and Wildlife Service to carry on whatever activities are necessary for: (1) protection and maintenance of the premises and adjacent lands administered by the U.S. Fish and Wildlife Service; and (2) the management of wildlife and fish using the premises and other U.S. Fish and Wildlife Service lands.

4) Transfer of Privileges: This permit is not transferable, and no privileges herein mentioned may be sublet or made available to any person or interest not mentioned in this permit. No interest hereunder may accrue through lien or be transferred to a third party without the approval of the Regional Director of the U.S. Fish and Wildlife Service and the permit shall not be used for speculative purposes.

5) Compliance: The U.S. Fish and Wildlife Service's failure to require strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or be considered as a giving up of the U.S. Fish and Wildlife Service's right to thereafter enforce any of the permit's terms or conditions.

6) Conditions of Permit not Fulfilled: If the permittee fails to fulfill any of the conditions and requirements set forth herein, the U.S. Fish and Wildlife Service shall retain all money paid under this permit to be used to satisfy as much of the permittee's obligation as possible.

7) Payments: All payment shall be made on or before the due date to the local representative of the U.S. Fish and Wildlife Service by a postal money order or check made payable to the U.S. Fish and Wildlife Service.

8) Termination Policy: At the termination of this permit the permittee shall immediately give up possession to the U.S. Fish and Wildlife Service representative, reserving, however, the rights specified in paragraph 11 below. If he/she fails to do so, he/she will pay the U.S. Fish and Wildlife Service, as liquidated damages, an amount double the rate specified in this permit for the entire time possession is withheld. Upon yielding possession, the permittee will still be allowed to reenter as needed to remove his/her property as stated in paragraph 11 below. The acceptance of any fee for the liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an affirmation of the permittee's action nor shall it operate as a waiver of the U.S. Fish and Wildlife Service's right to terminate or cancel the permit for the breach of any specified condition or requirement.

9) Revocation Policy: The Regional Director of the U.S. Fish and Wildlife Service may revoke this permit without notice for noncompliance with the terms hereof, or for violation of general and/or specific laws or regulations governing national wildlife refuges, or for nonuse. It is at all times subject to discretionary revocation by the Director of the Service. Upon such revocation the U.S. Fish and Wildlife Service, by and through any authorized representative, may take possession of said premises for its own and sole use, and/or may enter and possess the premises as the agent of the permittee and for his/her account.

10) Damages: The U.S. Fish and Wildlife Service shall not be responsible for: any loss or damage to property including but not limited to crops, animals, and machinery; injury to the permittee or his/her relatives or to the officers, agents, employees, or any other(s) who are on the premises from instructions; the sufferance from wildlife or employees or representatives of the U.S. Fish and Wildlife Service carrying out their official responsibilities. The permittee agrees to hold the U.S. Fish and Wildlife Service harmless from any and all claims for damages or losses that may arise to be incident to the flooding of the premises resulting from any associated government river and harbor, flood control, reclamation, or Tennessee Valley Authority activity.

11) Removal of Permittee's Property: Upon the expiration or termination of this permit, if all rental charges and/or damage claims due to the U.S. Fish and Wildlife Service have been paid, the permittee may, within a reasonable period as stated in the permit or as determined by the U.S. Fish and Wildlife Service official in charge, but not to exceed 60 days, remove all structures, machinery, and/or equipment, etc., from the premises for which he/she is responsible. Within this period the permittee also must remove any other of his/her property including his/her acknowledged share of products or crops grown, cut, harvested, stored, or stacked on the premises. Upon failure to remove any of the above items within the aforesaid period, they shall become the property of the U.S. Fish and Wildlife Service.

#### INSTRUCTIONS FOR COMPLETING APPLICATION

You may complete the application portion verbally, in person, or electronically and submit to the refuge for review. Note: Please read instructions carefully as not all information is required for each activity. Contact the specific refuge headquarters office where the activity is going to be conducted to determine applicability of a particular item. We may add special conditions or permit stipulations to permit prior to approval.

1a-c) Identify if permit application is for new, renewal, or modification of an existing permit, whether or not you have or will be applying to another refuge for the same activity, and for which refuge(s). Permit renewals may not need all information requested. Contact the specific refuge headquarters office where the activity is going to be conducted to determine applicability of this requirement.

2-9) Provide applicant and/or business full name, organization or business name (if applicable), physical and mailing address, phone, fax, and e-mail.

10) Provide tax identification number of business or individual.

11a-11b) Check box answering the question regarding any violations of State, Federal, or local law, or regulations related to fish and wildlife or permit activities, if required. If **you answered yes to question 11a**, supply the detailed information requested in question 11b. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require information on violations of State, Federal, or local law, or regulations related to fish and wildlife or permit activities.

12) Provide the names and addresses of known assistants, subcontractors, or subpermittees. We may require names and address if the assistants, subcontractors, or subpermittees will be operating on the refuge without the permittee being present. Volunteers, assistants, subcontractors, or subpermittees that are accompanied by the permittee need not be identified.

13) Activity type: identify commercial activity type (such as, guided recreation, audio/visual recording, recreational events, agriculture activities such as haying, grazing, crop planting, logging, beekeeping, and other agricultural products, building or occupying cabins, or other commercial uses). Describe other commercial uses if not one of the listed categories. Applicants in Alaska should contact the specific refuge headquarters office where the activity is going to be conducted if you have questions regarding commercial or subsistence activities.

14) Describe Activity: provide detailed information on the activity, including timing and occupancy timeline, frequency, how the activity is expected to proceed, etc. Permit renewals may not need activity descriptions if the activity is unchanged from previous permit. Most repetitive activities do not require an activity description for each visit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine applicability of this requirement.

15) Location: identify specific location (GPS coordinates preferred) if not at a named facility, and/or attach a map with location. Most repetitive activities may not require identification of a location. In addition, permit renewals may not require a location if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a location is required.

16) If a drone will be used for this activity, describe in detail why the drone is necessary to complete the activity and provide specifics on how the drone will be used.

17) Estimate number of clients per day or per season.

18) Attach a Plan of Operation, if required. Most repetitive activities do not require a Plan of Operations for each visit. In addition, permit renewals may not require a Plan of Operations if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office listed where the activity is going to be conducted to determine if a Plan of Operations is required.

19) Attach trip schedule, if required. Most repetitive activities will require trip schedules for each visit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if trip schedules are required.

20) Specifically identify types and numbers of licenses and attach a copy, as required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of licenses required, and to coordinate the simultaneous application for multiple types of licenses. We may process this Special Use Permit while licenses are being sought, but we may or may not issue the Special Use Permit until appropriate licenses are obtained.

21) Specifically identify names, types, carriers of insurance, and attach copies if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of insurance required, and to coordinate obtaining several types of insurance simultaneously with this permit. We may or may not issue this Special Use Permit while other types of insurance are being obtained.

22) Specifically identify types and numbers of other certifications and attach copies if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of certifications required, and to coordinate the simultaneous application of multiple certifications. We may or may not issue this Special Use Permit while other certifications are being obtained.

23) Specifically identify types and numbers of other State, Federal or tribal permits and attach copies, if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of permits required, and to coordinate the simultaneous application of multiple State, Federal or tribal permits. We may process this Special Use Permit while other State, Federal or tribal permits are being sought, but we may or may not issue the Special Use Permit until other appropriate State, Federal or tribal permits are obtained.

24a-24b) Provide name(s) of any personnel required to stay overnight, if applicable.

25) Identify all equipment and materials that will be used, if required. Most repetitive activities do not require a list of equipment. In addition, permit renewals may not require a list of equipment if the event is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a list of equipment is required.

26a-26d) Describe and provide vehicle descriptions and license plate or identification numbers of all vehicles, including boats and airplanes, if required. Motor vehicle descriptions are only required for permittee vehicle, and/or if the vehicle will be operated on the refuge without the permittee being present. Motor vehicles that are accompanied by the permittee as part of a group (convoy) activity need not be identified if cleared in advance by refuge supervisor. Specifically describe ship-to-shore, intersite (between islands, camps, or other sites) and onsite transportation mechanisms, and license plate or identification numbers, if required.

27a-27b) Identify specific location(s) of fuel cache(s) (GPS coordinates preferred), if required.

28a-28b) Attach safety plan if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require a safety plan.

29) Specifically describe onsite work and/or living accommodations, if required. Include descriptions and locations (GPS coordinates preferred) of spike camps or other remote work and/or living accommodations that are not part of the base of operations. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require descriptions of on-site work and/or living accommodations.

30) Specifically describe onsite or offsite hazardous material storage, or other material storage space (including on and offsite fuel caches), if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require descriptions of hazardous material storage or other on-site material storage.

31) Print the application (if using the fillable version). Date and sign the application and return to refuge for processing. By signing this application, you agree your operations will conform to the information you have provided in this application, and understand that

any deviations or changes to this information must receive prior written approval. The refuge official will review and, if approved, fill out a Special Use Permit, sign, and return a copy to you for signature and acceptance.

**SUPPLEMENTAL INSTRUCTIONS FOR USE OF FORM 3-1383-C FOR  
APPLICATIONS FOR COOPERATIVE AGRICULTURE OPPORTUNITIES ON THE NWRS**

14) Describe how your proposed activity, based on your background, knowledge and experience, meets the objective criteria by which the Service will evaluate your application as outlined in the Service's Notice of Cooperative Agricultural Opportunity (Notice). In addition, if applicable, please identify how your proposed activity is different from the description of the cooperative agricultural opportunity outlined in the Notice.

18) Does not need to be filled out at time of application. However, this section must be filled out, in coordination with the Service, after the opportunity is awarded and before applicant begins any cooperative agricultural on the NWRS.

Logistics and Transportation

24a-30) Do not need to be filled out at time of application. However, these sections must be filled out, in coordination with the Service, after the opportunity is awarded and before applicant begins any cooperative agricultural on the NWRS.

**THIS APPLICATION FORM IS NOT VALID AS A PERMIT  
BUT MAY BE USED AS A REFERENCE DOCUMENT ATTACHED TO THE OFFICIAL PERMIT.  
ONLY OFFICIAL REFUGE PERSONNEL MAY ASSIGN A VALID PERMIT NUMBER AND PERMIT TERM  
TO THIS APPLICATION FORM AFTER THE PERMIT HAS BEEN APPROVED.**

**Mingo National Wildlife Refuge – Attachment 6**  
Final Harvest Report

Please complete the form and return to Mingo National Wildlife Refuge.

<b>Field</b>	<b>Crop Acres</b>	<b>Acres Planted</b>	<b>Crop</b>	<b>Yield/ Acre</b>	<b>Pesticides &amp; Specific Pest Targeted</b>	<b># Applications &amp; Rates</b>
<b>Total Acreage</b>						

*Mingo National Wildlife Refuge is located at 24279 State HWY 51, Puxico, MO 63960*





**Mingo National Wildlife Refuge – Attachment 7**  
**Farming Checklist and Evaluation**

Special Use Permit # \_\_\_\_\_

Cooperator Name: \_\_\_\_\_

Special Use Permit signed and issued prior to start of farming activities? Yes No

25% of annual payment received by February 1<sup>st</sup>? Yes No

Amount: \$ \_\_\_\_\_ Date: \_\_\_\_\_

Pesticide Use Proposals requested and issued prior to pesticide application? Yes No

Special Use Permit submitted to county Farm Service Agent? Yes No

Seed labels and receipts submitted to Refuge Manager prior to seeding? Yes No

Chemical receipts submitted within 10 days of all chemical applications? Yes No

Crop Plan as identified in the SUP was carried out? Yes No

Final Harvest Report submitted to Refuge Manager by December 31<sup>st</sup>? Yes No

75% of annual payment received by December 1<sup>st</sup>? Yes No

Amount: \$ \_\_\_\_\_ Date: \_\_\_\_\_

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Rating:  Successful  Unsuccessful

\_\_\_\_\_  
 Cooperator

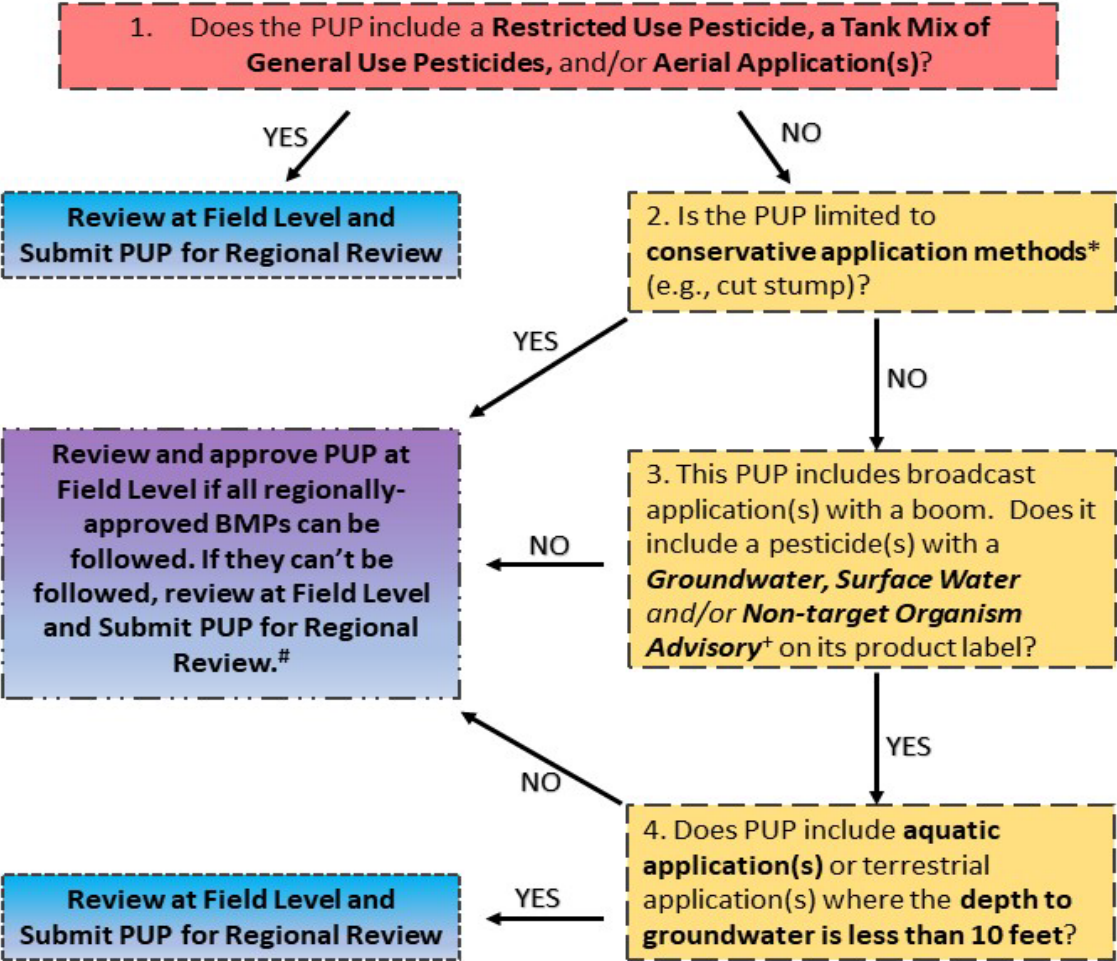
\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Refuge Manager

\_\_\_\_\_  
 Date

**Mingo National Wildlife Refuge – Attachment 8**  
**Pesticide Use Proposal Checklist and Evaluation**

**USFWS Midwest Region Pesticide Use Proposal Approval Decision Tree**



- The Federal Insecticide, Fungicide, and Rodenticide Act requires that all product label restrictions are followed.
- The USFWS IPM Policy requires an approved PUP prior to pesticide application and that the PUP has the appropriate level of environmental analysis and has a Section 7 form, which reflects recent T & E species listing(s) and/or range expansion(s)
- #Field level approval requires all regionally approved BMPs are followed. Any deviation from these BMPs requires elevated approval.

## **Mingo National Wildlife Refuge – Attachment 9**

### Mingo National Wildlife refuge 2022 approved Pesticide List

1. Select 2 EC, Arrow, Volunteer, Clethodim 2EC
2. Warrant
3. Ultra Blazer
4. Permit Plus
5. Tracer, Blackhawk
6. Paramount
7. Accent
8. Garlon 4, Remedy, Ultra, Triclopyr 4,
9. Clipper
- 10.Roundup Original, Gly star plus, Rodeo,
- 11.Shredder, 2 4D Amine
- 12.Sonar Q, Curtrine-Plus
- 13.Aquathol Super K Grannular
- 14.Garlon 3A
- 15.Stalker, Habitat, Imazapyr 2 SL, Polaris AC
- 16.Callisto
- 17.Intimidator
- 18.Fusilade
- 19.Verdict
- 20.Armezon
- 21.Valor SX
- 22.Prevathon