



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Flint Hills National Wildlife Refuge
P. O. Box 128
Hartford, Kansas 66854



September 13, 2019

Dear Ag Producer,

Thank you for your interest in cooperative farming at the Flint Hills National Wildlife Refuge. The refuge has 417 acres of farm ground for bid. Contracts for the units will be awarded by competitive (sealed) bid. Farming contracts will be based upon **cash rent per acre**. The money will be collected by March 1st each year of the awarded contract. The refuge will hold a meeting October 17, 2019 at 9:00 a.m. at the Flint Hills National Wildlife Refuge office(530 W. Maple Ave., Hartford KS 66854) to award contracts to winning bidders. All entries/bids **MUST** be submitted by 9:00 a.m. October 17, 2019 to be considered. The meeting is open to the public and interested bidders do not need to be present at the bid opening/drawing. A single page 1 of the Special Use Permit(attached) and individual bid sheets must be completed for each farm package bid on. In the event that the higher bidder declines to accept the offer, an additional offer may or may not be made to the next highest bidder from the bids received.

The Flint Hills National Wildlife Refuge is one of over 560 units of the National Wildlife Refuge System, the nation's premier network of lands managed for fish and wildlife conservation. Many units of the National Wildlife Refuge System, including the Flint Hills National Wildlife Refuge work closely with local agricultural producers to provide share opportunities that support both agricultural and wildlife conservation needs.

Please call if you have any questions or if I may be of assistance.

Sincerely,

Jack Bohannon
Refuge Manager
(620) 392-5553 x.103



Commercial Activities Special Use Permit Application

Refuge Name: Flint Hills National Wildlife Refuge

Address: 530 W. Maple Ave., Hartford, KS 66854

Attn: (Refuge Official) Jack Bohannon

E-Mail: jack_bohannon@fws.gov

Phone #: 620-392-5553

For Official Use Only:

Approved Permit #:

Station #: 64580

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)

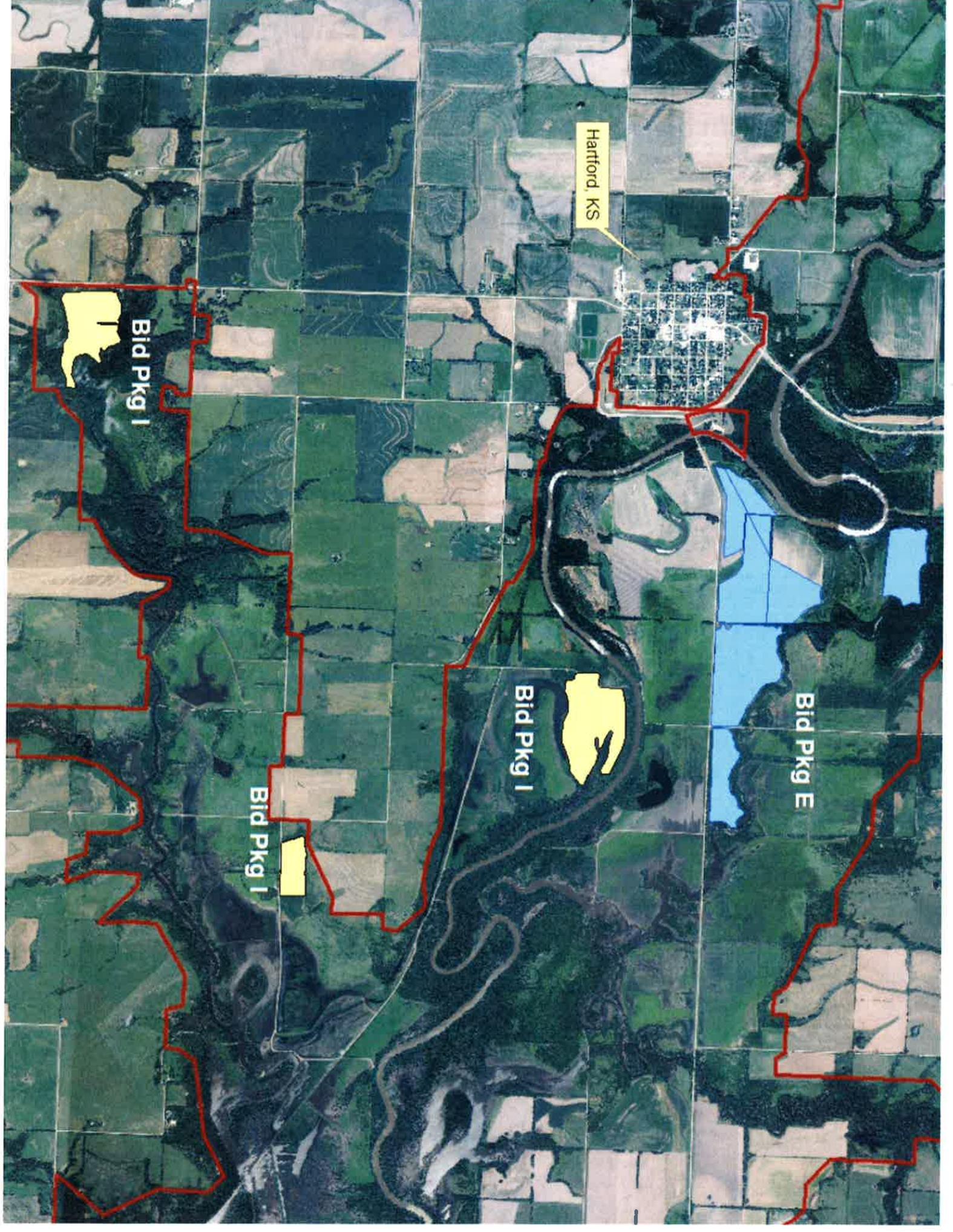
City/State/Zip:

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.



Hartford, KS

Bid Pkg I

Bid Pkg I

Bid Pkg E

Bid Pkg I

**Agriculture Unit E (247Acres)
CROPPING PATTERN**

FIELD # ACRES	2020 Crop	2021 Crop	2022 Crop
Field #1E 121 acres	Soybeans	Corn or Milo	Soybeans
Field #2E 76 acres	Soybeans	Corn or Milo	Soybeans
Field #3E 31 acres	No Farming	Golden, Brown, Pearl or Japanese Millet	No Farming
Field #4E 38 acres	Soybeans	Corn or Milo	No Farming

Cooperative farming will be determined by competitive (sealed) bidding. Bids will be accepted as **cash bid per acre** on this bid sheet. The cooperator will harvest 100% of all crops planted.

Flint Hills National Wildlife Refuge (NWR) reserves the right to reject any or all bids. The term of this Cooperative Agricultural Agreement will be from March 1, 2020 through the harvest of the 2022 crop or 12/31/2022. All money will be collected by March 1, for that year's rent.

******* SPECIAL NOTES*******

Some refuge farm fields are located in very low areas that are subject to frequent and/or unpreventable flood events. Therefore, Bidders are advised to consult their Farming Insurance Carrier regarding policy in covering crop losses resulting from flood events on refuge properties!

ALL seeds planted on the Refuge are required to be non-GMO as indicated by the seed supplier/lable and free of seed treatments that include neonicotinoids.

BID: _____ Annual Cash Rent Per Acre

Name (Print):

Address:

Telephone:

Signature:

Place bid form in a sealed envelope and write **Farming Bid - Farm Unit E** on **outside of envelope**. Deliver or mail to Flint Hills NWR, P.O. Box 128, Hartford, KS. 66854

***** Entry Deadline *****

Entries/bids must be received at the refuge office by 9:00am, October 17, 2019. Bids will be opened at 9:01 am on October 17, 2019. Lottery system (random draw) will be used in the event of any ties.



4 E

1 E

2 E

3 E

**Agriculture Unit I (151 Acres)
CROPPING PATTERN**

FIELD # ACRES	2020 Crop	2021 Crop	2022 Crop
Field #1I 71 acres	Soybeans	Corn or Milo	Soybeans
Field #2I 52 acres	No Farming	Soybeans	Corn or Milo
Field #3I 28 acres	No Farming	Soybeans	Golden, Brown, Pearl, Japanese Millet or Milo

Cooperative farming will be determined by competitive (sealed) bidding. Bids will be accepted as **cash bid per acre** on this bid sheet. The cooperator will harvest 100% of all crops planted.

Flint Hills National Wildlife Refuge (NWR) reserves the right to reject any or all bids. The term of this Cooperative Agricultural Agreement will be from March 1, 2020 through the harvest of the 2022 crop or 12/31/2022. All money will be collected by March 1, for that year's rent.

******* SPECIAL NOTES *******

Some refuge farm fields are located in very low areas that are subject to frequent and/or unpreventable flood events. Therefore, Bidders are advised to consult their Farming Insurance Carrier regarding policy in covering crop losses resulting from flood events on refuge properties!

ALL seeds planted on the Refuge are required to be non-GMO as indicated by the seed supplier/lable and free of seed treatments that include neonicotinoids.

BID: _____ Annual Cash Rent Per Acre

Name (Print):

Address:

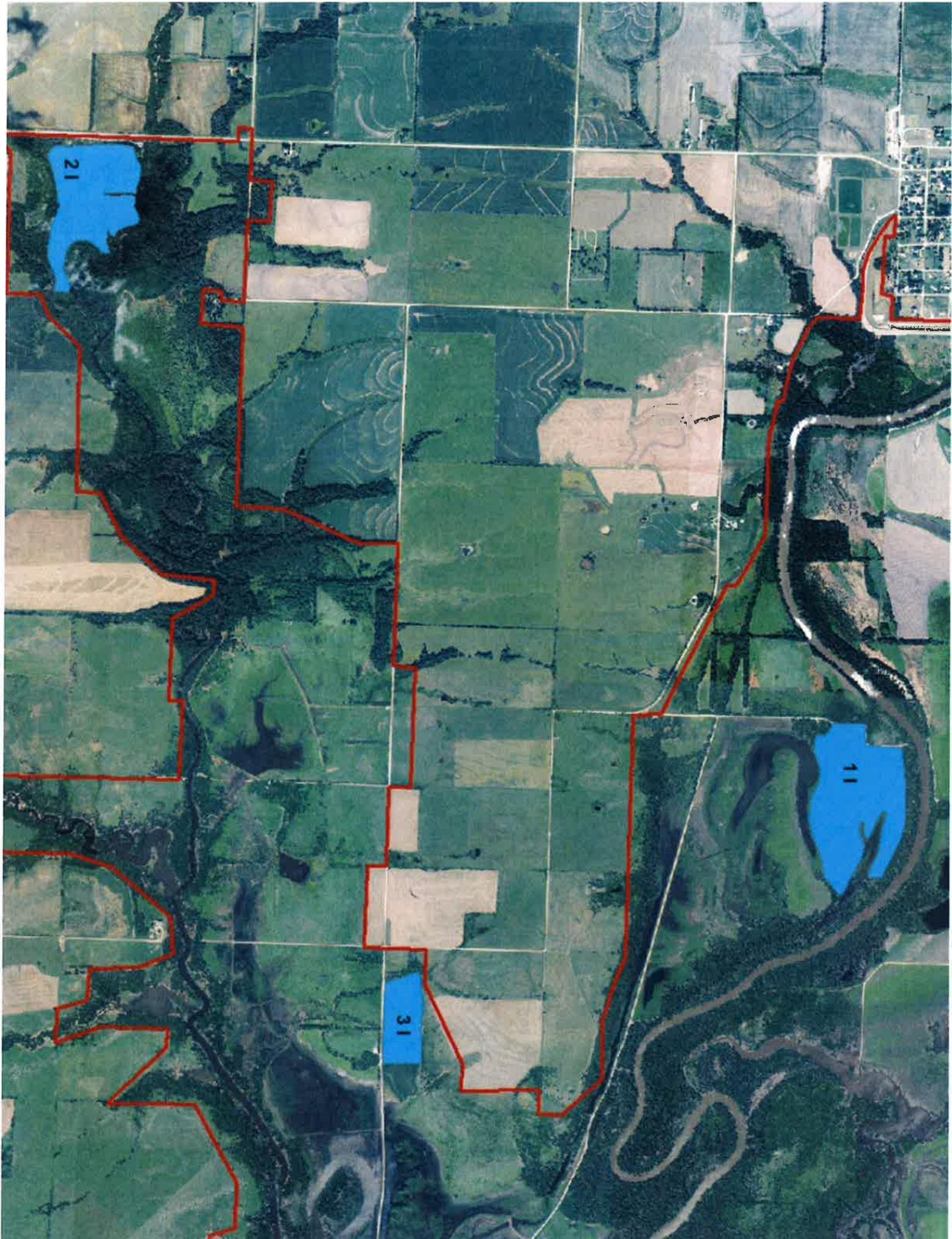
Telephone:

Signature:

Place bid form in a sealed envelope and write **Farming Bid - Farm Unit I** on **outside of envelope**. Deliver or mail to Flint Hills NWR, P.O. Box 128, Hartford, KS. 66854

***** Entry Deadline *****

Entries/bids must be received at the refuge office by 9:00am, October 17, 2019. Bids will be opened at 9:01 am on October 17, 2019. Lottery system (random draw) will be used in the event of any ties.





United States Department of the Interior



FISH AND WILDLIFE SERVICE
Flint Hills National Wildlife Refuge
530 West Maple
Hartford, Kansas 66854
(620) 392-5553

Cooperative Agricultural Conditions

- 1) We reserve the right to cancel a Cooperative Agricultural Agreement to meet wildlife management objectives or other environmental concerns.
- 2) The cooperator is responsible for all production costs including the cost of any refuge share of the crop, if any. Violations of this agreement are the responsibility of the assigned cooperator, and the individual who committed the violation.
- 3) Subcontracting of Flint Hills NWR agricultural land is prohibited, and a Cooperative Agricultural Agreement cannot be transferred.
- 4) Fall tillage is prohibited without prior written approval from the refuge manager. Crop stubble will be left in the field throughout the winter months. Spring tillage can begin on March 1.
- 5) Refuge personnel may or may not be available to burn residue/stubble before spring planting operations. Requests for burning should be submitted at least 2 weeks in advance of the target date, **if your request is approved**, a tilled perimeter (minimum 15' wide) around the intended burn area will be required. We recommend that our cooperators not rely on burning and plan for a contingency, such as drilling into existing residue or applying a mechanical treatment, unless no-till restrictions are in place for that field. Cooperators are not permitted to conduct burning operations on Refuge property.
- 6) The Refuge Manager or his assignee must be notified at least 12 hours before planting crops or any herbicide application. Planting or herbicide application may only be conducted during daylight hours, unless authorized by the Refuge Manager or his assignee.
- 7) **ALL SEEDS planted on the refuge are required to be non-GMO as indicated by the seed supplier/labeled and free of seed treatments that include neonicotinoids.**
- 8) The following herbicides have been approved for cooperator use at Flint Hills NWR: Glyphosate, 2,4-D, Aim EC, Dual II Magnum, Pursuit (water quality advisory), Dicamba, Poast, Impact, Extreme, Select Max and Ultra Blazer. Generic chemicals or other chemical names may be utilized as long as the active ingredient and formulation is identical to those listed above. Any updates to the approved herbicide list will be passed along as they are

received. An approved herbicide list will be made available to the farming cooperators each year. Aerial application of any herbicide is prohibited. **All Insecticides are prohibited.** The cooperator must submit a pesticide use report, by September 30 of each year, which includes: Name, Application Rate, Number of Applications, Date Applied, and acres treated. All chemical use must follow label directions and the following Best Management Practices.

- Ground-based application only (e.g., ground-propelled hydraulic sprayers, backpack sprayers, hand sprayers, wick applicators, etc.).
- Do not exceed 1 application per site per year unless stated otherwise for individual pesticide active ingredients.
- Minimum 25-foot treatment buffer from all surface water resources, unless stated otherwise for individual pesticide active ingredients or for specific pesticide use patterns.
- During treatment of grass or herbaceous targets, careful review of the label for herbicide activity on trees or other non-target woody plants should always be considered prior to use under their dripline.
- Field-level approval is not available for those treatment sites with any of the following soil characteristics (use online tools such as NRCS' Web Soil Survey (<http://websoilsurvey.nrcs.usda.gov/>) to determine soil characteristics for your locale):
 1. Course-textured soils;
 2. Soils with less than 2% organic matter;
 3. Ground water table is less than 10 feet from soil surface; or
 4. Underlying bedrock that has high potential for infiltration (e.g., Karst topography).
- Do not apply pesticides to slopes >5% if significant rainfall is predicted within 24 hours.
- Do not apply pesticides when wind velocity exceeds 7 mph or when inversion conditions exist. Assess wind direction, wind speed, and inversion conditions using measurement devices such as anemometers and windsocks.
- Select nozzles and operate application equipment such that spray droplets produced are ASAE droplet spectrum category medium (i.e., Volume Median Diameter = 250-350 microns) or coarser.
- Whenever practical use drift reduction nozzles and strive for boom pressures that produce droplets with median diameters no less than 500 microns(ASAE Droplet Size Category = Very Coarse).
- No spraying when air temperatures exceed 85°F when spray mixes contain 2,4-D or Dicamba.
- Do not allow boom height to exceed 20 inches above target canopy.
- Where possible, use a dye for non-crop spot treatment to indicate treated areas.
- Only use surfactants that are practically non-toxic or slight acute toxicity (LC50>10 mg/L (ppm)) to aquatic organisms when applying pesticides within 25 feet of surface water resources. Surfactants that fulfill the criteria include: Agri-Dex, LI-700, Hasten Modified Vegetable Oil, Freeway, Dyne-Amic and Kinetic.

9) The United States shall not be responsible for any loss or damage to property including, but not limited to, growing crops, animals, and machinery or injury to the permittee or his/her relatives, or to the officers, agents, employees, or any other who are on the premises from instructions or by the sufferance of wildlife or employees or representatives of the

Government carrying out their official responsibilities. Flint Hills NWR is located within the Corps of Engineers, John Redmond Flood Control Project. Crop flooding can occur and should be taken into consideration when farming this ground. The permittee agrees to save the United States or any of its agencies harmless from any and all claims for damages or losses that may arise to be incident to the flooding of the premises. Wildlife damage to crops is also a consideration when farming on a wildlife refuge. Wildlife cannot be harassed, harmed or driven off refuge farm fields for crop protection purposes.

- 10) All trash and related debris including seed and chemical containers must be removed daily. Equipment, supplies and harvested product such as bales, may not be stored on Refuge property. Stored is defined as being left, not utilized for a period of more than 10 days.
- 11) If the cooperator expires/passes during the contract period, unharvested crops become the property of legal heir or administrator, and the Cooperative Agricultural Agreement is terminated after crop harvest. If death occurs and any land is involved in any tillage operations, the agreement will be terminated upon harvest of crops intended, or immediately if desired by individual who represents legal authority for the estate.
- 12) The annual/multi-year cropping plan will be established by the refuge manager prior to the beginning of farming. Permission to change specified crops must be provided by the refuge manager **in writing**. In situations where significant flooding occurs, cropping plans may be re-written.
- 13) All money for cash rent will be paid to the Flint Hills NWR by **CASHIERS CHECK** on or before March 1st of that contract year prior to farming operations. If payment is not made on time it will be the Refuge Manager's discretion to allow it to go to the next highest bid or withdraw that area from the cooperative agricultural program. If wheat was planted the previous year and the cooperator does not pay by March 31st, then the planted wheat becomes the property of the Flint Hills NWR. Fall tillage is prohibited without prior written approval from the refuge manager. Crop stubble will be left in the field throughout the winter months. Spring tillage can begin on March 1st after payment has been made. At time of payment the Refuge Manager will review the Cooperative Agricultural Agreement terms and contract terms with the cooperator and obtain signatures validating said contract.
- 14) Bailing of the crop residue following harvest is not permitted. If there is a crop failure, the refuge reserves the right to make a determination on allowing bailing of the failed crop. Millet that has been planted as a crop may be bailed and removed from the refuge as part of the harvesting of the crop.
- 15) The cooperator will be required to provide a reliable phone number and be available at that number.
- 16) Any crop that is the subject of an insurance settlement is no longer eligible for harvest regardless of renter status.
- 17) Cash rent does not transfer rights to modify drainage or other characteristics of crop fields or adjacent property. Destruction, alteration, movement, or unauthorized surface disturbance of government property is a violation of federal regulation and punishable as such. Flood

debris removal is the responsibility of the Ag producer. Activities other than normal farming practices must be approved by the Refuge Manager.

- 18) All farming areas are identified on the attached maps, and these maps depict the boundaries of the areas to be farmed, any farming activity outside of that boundary is prohibited. Farming areas will be identified by a three sided white fiberglass post on site and all farming must stay within those areas. Any question pertaining to the location of a field border should be referred to the Refuge Manager prior to farming. Caution: Field boundaries are subject to change and previous farming may have occurred beyond the newly established boundary.
- 19) Only non-GMO (non-Genetically Modified Organism) crops and seed not treated with neonicotinoid agents are permitted to be planted on Refuge property, unless designated on the Cooperative Agricultural Agreement. Non-GMO seed is defined as seed that is developed, marketed, labelled and sold as Non-GMO seed. Cooperative farmers should be advised that U.S. Fish and Wildlife Service reserves the right to collect random seed samples either during planting, from the ground following planting, or plant material in or from any farm field on the refuge. These samples will be for field or laboratory analysis.
- 20) If a cover crop has been planted in a field that is subsequently cooperatively farmed, the farmer will be responsible for killing off the cover crop the following spring before planting.
- 21) Failure of the cooperator to comply with terms of the agricultural agreement/Special Use Permit and/or farming conditions will be considered cause for revocation of the agricultural agreement and disqualification from competing for future farming contracts. If a cooperator forfeits or chooses not to honor the cooperative agreement it is null and void.
- 22) By signing below I understand and agree to all terms and conditions specified on these Cooperative Agricultural Conditions and the Cooperative Agricultural Agreement on the Flint Hills National Wildlife Refuge.

_____ Date _____
Cooperator's Signature

_____ Date _____
Issuing Officer's Signature