

Town of Greenville

Land Stewardship Committee

Draft-Meeting Notes

21 March 2016

Next Meeting: **26 April 2016 at 5:00 pm**

Participants: Jack Anderson, Larry Bentle, Erick Fowle, John Julius, Michelle Sargent (Steinacker) Pete Schroeder, Jim Resick, Dave Tebo.

Attachments:

- (1) Michelle's preparation notes for our 21 March 2016 mtg.
- (2) Greenville AEA map
- (3) Farmland Preservation application form
- (4) Instructions for Farmland Preservation Agreements
- (5) FAQs for Farmland Preservation Agreements within AEAs
- (6) Sample Farmland Preservation agreement between DATCP and owner
- (7) Example of soil test pricing (Rock River Labs)

Meeting notes:

1. Call to order. The meeting was called to order at 5:31 pm
2. Approval of Feb 15th minutes.
 - Motion made to approve as written by Pete Schroeder, seconded by Dave Tebo. Vote was to approve.
3. Old Business:
 - a. Agricultural Enterprise Area (AEA) tax credit status – Michelle Sargent (Steinacker Farm, Inc.)
 - b. AEA tax credit progress – Larry Bentle

Michelle and Larry gave an update on the status of tax credits of AEA land (see Attachments 1-7 provided by Michelle). In summary ([Attachment 1](#)) and in detail as follows:

- Michelle said tax credit has been approved for Steinacker land lying within our Greenville AEA ([Attachment 2](#)). The DATCP web site has an interactive map ([AEA overview & interactive map](#)) to determine if the land in question is within an AEA area or not. It must be within a DATCP certified AEA. Tax credit is approved for a period of 15 years or for the number of years remaining as an AEA designation, whichever is the shorter period.
- Michelle provided a tax credit application form ([Attachment 3](#)) and instructions ([Attachment 4](#)). Also, provided are some frequently asked questions ([Attachment 5](#)).

- A farm landowner can apply for and be approved for tax credits even if part of owned land lies within and part outside of the designated AEA. However, only acreage within the AEA is eligible for tax credit and the entire farm of the owner must comply with state soil and water conservation standards.
- Once DATCP certifies the subject land is in compliance with the tax credit program, an agreement is signed/notarized between the landowner and DATCP ([Attachment 6](#)).
- AEA acreage approved for tax credit must comply with county run-off conservation practices as per the county land conservation dept. and have a viable nutrient management plan. This plan is to be submitted annually to the county conservation department.
- Soil samples must be taken at least every 4 years with one sample per each 5-acre plot segment or smaller plot segments (per discretion of the landowner).
- A plan for nutrient management of the subject land must be made each year ([Soil & Water Conservation Compliance](#)). Items to be included in the yearly plan are tillage strategy, fertilizer plan, crop rotation & manure application).
- A certified laboratory must be used to analyze the collected soil samples. For example see ([Attachment 7](#)).
- A certified person must write the nutrient plan. Instruction at designated locations is provide at various times of the year for individual landowners to be certified and, therefore, write there own nutrient plans.
- Personnel certified in nutrient management can be located/identified via businesses that commercially apply fertilizer (e.g. Coops) or other select agribusinesses.

Larry has completed the tax credit application for the Bentle homestead land. The application has been submitted to the county conservation office, they have approved and mailed it to DATCP.

- When the initial application is approved by DATCP, it is returned (Attach 6). It must then be notarized and returned to DATCP. DATCP forwards your application to your local conservation office. This triggers a farm visit by the county conservation agent to review the subject land for adherence to conservation run-off practices. Recommendations may be made if needed. The landowner's nutrient management plan must also be reviewed/approved by the county conservation dept.
- Once all is approved a certificate is sent that approves the tax credit for the subject land. As stated above, a nutrient plan is to be submitted each year for basic review. Further farm visits are not needed to renew the tax credit certificate unless extraordinary circumstances arise.
- The AgPhD website provides a free app for your smart phone or tablet ([Soil test mobile app](#)) that, with minimal setup, generates a grid map of

your farm that shows exactly where to take soil samples. Walk or drive to the location guided by your smart device, take the sample and mark the location on the sample bag. Send the samples into their lab for certified analysis. The cost is approximately \$5 per acre if sampling in 5-acre grids. AgPhD will send a detailed report to you.

- NOTE: Local government zoning of a specified land area as a “Certified Farm Land Preservation Zoning District” together with the subject land also lying with an approved AEA allows farm landowners to qualify for increased tax credits ([Claiming tax credits; forms and FAQs](#)). Specific zoning action by local government is required to officially create/zone land with this designation.

4. New Business:

- a. Committee membership - reaffirm.
 - We would like to add some new members to increase overall representation and committee effectiveness. It was agreed to contact AEA participants/producers to see if they would like to serve on our committee. It was also suggested to consider a Fox Valley Technical School representative and will discuss this further at a future meeting.
- b. Land Stewardship Strategy Document – review
 - Eric Fowle discussed on a high level various parts of our Land Stewardship Strategy Document with as to where we are and does it still apply. Specifically we should review p. 9, which is our proposed implementation plan dated December 2011. It was decided all committee members should make notes in the strategy document to see where we are. Send thoughts back to Eric and when we meet in the fall (Nov/Dec) review the document in detail.
- c. Fox Cities Regional Partnership – discussion with AEA landowners.
 - Fox Cities Regional Partnership (FCRP) is an organization that may be able to support farm owners and possibly open up new opportunities. Dave Tebo will contact Rob Peterson of RCRP to see if he could attend our 26 April meeting. Dave will also contact the Steinacker’s to see if they are interested in attending.
- d. Discussion: Long-term agreements; how to proceed – Jim Resick
 - Long-term agreements were discussed. It was agreed that Jim would contact Doug Benke, a farm owner and also Waupaca County Town Chairman, who is knowledgeable in such agreements to see if he could attend a meeting in June. 20 June would be our first choice. At our April scheduled meeting on 26 April we can firm up the 20 June date.

- e. Discussion: Information provided by Coreen Fallat
 - We did not have time to discuss this agenda item and was postponed for a future meeting.

To Do:

- **Larry Bentle** to contact some AEA participants for possible committee membership.
- **Jim Resick** to contact Doug Benke to see if he can attend a June meeting and present on long-term agricultural agreements.
- **Dave Tebo** to contact Rob Peterson to determine if he can attend our 26 April meeting. Also see if a member of the Steinacker family can attend.

Our meeting was adjourned at 7:30 pm. Pete made the motion and Larry seconded it.

Our next meeting is on 26 April at 5:00 pm.

[Attachment 1](#)

[Attachment 2](#)

[Attachment 3](#)

[Attachment 4](#)

[Attachment 5](#)

[Attachment 6](#)

[Attachment 7](#)

- Attachment 1 -

March 21st Notes for AEA Area Meeting

Carla Masten
Outagamie County LCD
Phone: 920-832-5073
Fax: 920-832-4783

WEB site: datcp.wi.gov click on Environment and farmland preservation program.

GOOGLE: Wisconsin Farmland Preservation Tax Credit to find the website.
datcp.wi.gov

The website can answer a lot of questions. There is an interactive map to show where AEA area and Farmland preservation areas are in case you have purchased a piece of property and don't know if it has been entered into the program.

The 6 page Application with instructions for both entering and exiting the program is on the web page.

With-in the application you need to have:

Property Deed (Copy)
Tax Parcel Bill (copy) paid up to date
Aerial map / FSA map works very well b/c it shows the outline of the field and acres that are certified by the state.
Legal description is on your Tax bill or Property Deed.

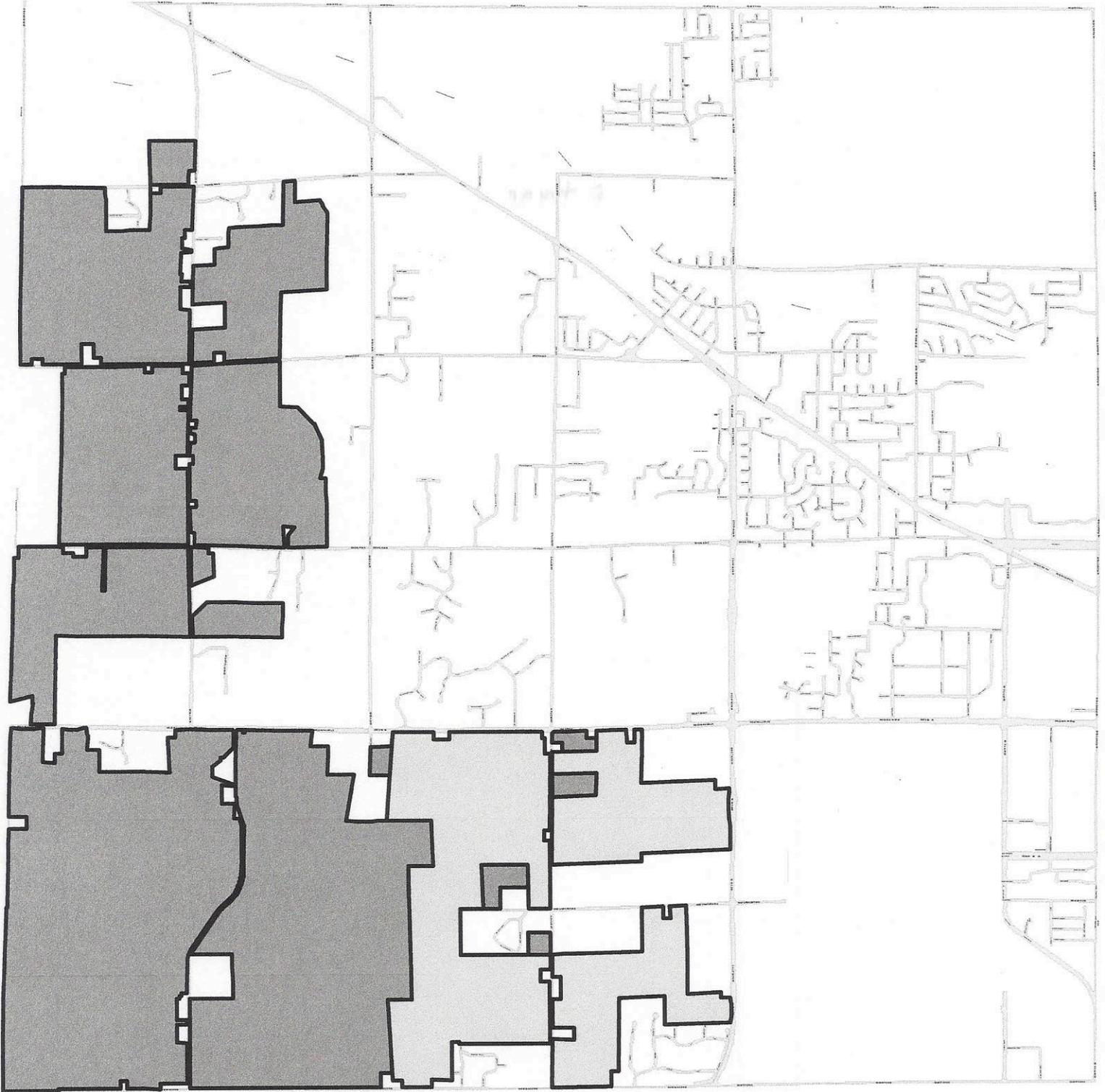
Certification of compliance with State Soil and Water Conservation:

Resident
Nutrient Management Program, which includes:

NMP written yearly by persons certified for NMP. The plan can be sent direct to the County by the person writing it, also a copy to you.
Soil Samples every 4 years in 5 acre grid / sample must go through a NMP certified lab, NMP writer should be able to give you a list of labs and what needs to be tested
Example: 20 acres = 4 samples
21 acres = 5 samples
Pricing varies: Rock River Laboratory
Crop Rotation: average bushel for the last year crop. Residue Credits
Tillage practices: Fall/Spring
Fertilizer Program: product, amount, timing of application. Includes starters/pop-ups
Manure/Bio-solid Application: possible, analysis of manure/biosolid

Greenville Greenbelt Agricultural Enterprise Area

- Attachment 2 -



Scale in Miles

0 0.25 0.5 0.75

This scale is approximate and is not based upon legally recorded survey or data.

-  Approved AEA
(1,388.6 acres)
Phase I
-  Approved AEA
(4,838.67 acres)
Phase II

Revised April 27, 2015

Source: Parcels - Outagamie County, 2015; Working Lands - Outagamie County, 2015; Greenbelt - ECWRPC; PLSS - WIDNR, 2013; Approved AEA, Petitioner, Cooperator - Town of Greenville, 2014/2015

Prepared February 16, 2015 By:
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This map provides data containing geographic information about the Town of Greenville. The data was obtained from multiple sources and agencies. The Town of Greenville provides this information with the understanding that it is not guaranteed to be current, correct or complete and assumes no responsibility for the accuracy of this map or its use or misuse. The map is intended for use as a general reference only.



Wisconsin Department of Agriculture, Trade and Consumer Protection
Division of Agricultural Resource Management
P.O. Box 8911
Madison, WI 53708-8911
(608) 224-4633

Farmland Preservation Program (ch. 91, Wis. Stats.)

**Farmland Preservation Agreement
APPLICATION FORM**

PART ONE: APPLICANT (LANDOWNER) INFORMATION

NAME OF APPLICANT AND SPOUSE (IF APPLICABLE) (CORRECT LEGAL NAME OF LANDOWNER(S))*

APPLICANT STATUS (CHECK ONE):

- INDIVIDUAL
- MARRIED
- LLC
- REGISTERED PARTNERSHIP
- CORPORATION
- OTHER (SPECIFY):
- TRUST OR ESTATE

NOTE: ADDITIONAL "OWNERS" SUCH AS LAND CONTRACT HOLDERS (VENDORS) AND LIFE ESTATE HOLDERS MUST SIGN THIS APPLICATION AND THE AGREEMENT FORM

APPLICANT CONTACT INFORMATION:

MAILING ADDRESS:

TELEPHONE:

EMAIL IF ANY:

APPLICANT SIGNATURE:

I certify that the information contained in this application is complete and accurate, to the best of my knowledge. I agree to provide reasonable clarification and documentation if needed. I understand that a material misrepresentation or omission in this application may be grounds for denying this application or for voiding a farmland preservation agreement created in response to this application.

Signed and certified this _____ day of _____, _____.

Signature of Applicant/Authorized Representative (and spouse if applicable):

_____ Date _____

_____ Date _____

*Please note: The agreement contract is drafted in the name of the current landowner(s). Any holder of a life estate is listed on the agreement and must also sign the agreement contract and this application form (See Part Four).

PART TWO: INFORMATION ABOUT LAND COVERED BY THE AGREEMENT ("COVERED LAND")

FARM LOCATION:

COUNTY:

AGRICULTURAL ENTERPRISE AREA:

NUMBER OF ACRES:

ACREAGE OF ENTIRE FARM (INCLUDING ALL LAND UNDER COMMON OWNERSHIP):

ACRES TO BE COVERED BY AGREEMENT:

NOTE: Please consider any future plans to use land for non-agricultural use before submitting the application.

CURRENT LAND USE OF COVERED LAND:

DESCRIBE THE CURRENT USES OF THE COVERED LAND:

DESCRIBE STRUCTURES LOCATED ON THE COVERED LAND:

NOTE: This includes the farm residence and farm buildings. This also includes nonagricultural uses and structures, including those owned or operated by third-parties (cell phone towers, telephone lines, commercial wind turbines, high voltage transmission lines, oil or gas pipelines, nonfarm residences, commercial buildings, industrial buildings, etc.). Please provide details.

Land affected by a materially conflicting land use may be excluded from a farmland preservation agreement unless the conflict is resolved to DATCP's satisfaction.

ELIGIBILITY OF COVERED LAND CHECKLIST – ALL BOXES MUST BE CHECKED FOR THE LAND TO BE ELIGIBLE FOR A FARMLAND PRESERVATION AGREEMENT (CONTACT COUNTY PLANNING OR CONSERVATION OFFICE WITH QUESTIONS ON ELIGIBILITY):

- All of the covered land is located in a farmland preservation area designated under the county's certified farmland preservation plan.
- All of the covered land is located in an agricultural enterprise area designated by DATCP under s. 91.84, Wis. Stats.
- The covered land is operated as part of a farm that produced at least \$6,000 in gross farm revenues during the taxable year preceding the year of this application, or at least \$18,000 in gross farm revenues in the 3 taxable years preceding the year of this application.

NOTE: Gross farm revenues means gross receipts from agricultural uses, less the cost or other basis of livestock or other agricultural items purchased for resale which are sold or otherwise disposed of during the taxable year. Gross farm revenue includes receipts accruing to a renter, but does not include rent paid to the landowner. However, gross farm revenue produced by the renter on the landowner's farmland can be used to meet this eligibility requirement.

PLEASE CHECK THE BOX TO AFFIRM THAT COMPLIANCE WITH SOIL AND WATER CONSERVATION STANDARDS IS A REQUIREMENT FOR FARMLAND PRESERVATION AGREEMENTS (CONTACT COUNTY CONSERVATION DEPARTMENT WITH QUESTIONS):

- Please check the box to acknowledge the farm associated with the covered land must meet the applicable soil and water conservation standards in place on the date the agreement is effective (see s. ATCP 50.04 Wis. Adm. Code). The agreement takes effect when it is signed by all landowners and the department.

PART THREE: PARCEL INFORMATION FOR COVERED LAND

TO COMPLETE THE AGREEMENT, THE FOLLOWING DOCUMENTS MUST BE SUBMITTED WITH THE APPLICATION.

- COVERED LAND - PARCEL WORKSHEET. *Please fill out and include the worksheet found on the last page of the application.*
- LEGAL DESCRIPTION(S) OF COVERED LAND. *Please attach a prior-recorded deed or land contract covering the affected parcel. If the proposed farmland preservation agreement will cover only a portion of the entire deed or land contract parcel, please also enclose a legal description of the portion to be excluded.*
- PROPERTY TAX STATEMENT(S). *Please attach the most recent property tax statement for each affected parcel to verify tax parcel number (ID #). This is the number used by the register of deeds for recording documents.*
- MAP(S) SHOWING COVERED LAND. *Please attach a recent aerial photo to show land to be covered, with parcel lines shown and/or the most recent plat book map with parcels identified and structures and natural features delineated.*

PART FOUR: OTHER REQUIRED SIGNATURES (ATTACH ADDITIONAL SHEETS IF NECESSARY)

OTHER OWNERS, IF ANY:

NOTE: All owners must sign this application in addition to the farmland preservation agreement.

OTHER OWNER NAME (PRINTED):

ADDRESS:

SIGNATURE: _____ DATE _____

OTHER OWNER NAME (PRINTED):

ADDRESS:

SIGNATURE: _____ DATE _____

LAND CONTRACTS, IF ANY:

NOTE: Land contract sellers must sign this application and the farmland preservation agreement, acknowledging that their interest is subject to the agreement.

LAND CONTRACT SELLER NAME(S) (PRINTED):

ADDRESS:

SIGNATURE: _____ DATE _____

SIGNATURE: _____ DATE _____

LIFE ESTATE HOLDERS, IF ANY:

NOTE: All holders of a life estate must sign this application and the farmland preservation agreement.

LIFE ESTATE HOLDER (PRINTED):

ADDRESS:

SIGNATURE: _____ DATE _____

REAL ESTATE MORTGAGES OR LIENS, IF ANY:

NOTE: Real estate mortgage and lien holders must sign the farmland preservation agreement application, acknowledging they have been notified of the existence of an application for a farmland preservation agreement and that the land will be subject to the land use restrictions contained in the farmland preservation agreement. The signature of the mortgage or lien holder shall not be construed as a subordination of its mortgage or lien rights nor as of any other significance.

MORTGAGE OR LIEN HOLDER(S) (PRINTED):

ADDRESS:

MORTGAGE OR LIEN TYPE(S):

MORTGAGE OR LIEN HOLDER SIGNATURE(S): _____ DATE _____

TITLE _____

MATERIAL EASEMENTS AND LEASES, IF ANY:

NOTE: Land materially affected by a conflicting easement or lease must be excluded from a farmland preservation agreement. Easement holders must sign the agreement application acknowledging notice of existence of the farmland preservation agreement application and that the land will be subject to the land use restrictions contained in the farmland preservation agreement. The signature of the easement holder shall not be construed as a subordination of its easement rights.

EASEMENT OR LEASE HOLDER(S) AND ADDRESSES:

EASEMENT OR LEASE TYPE(S):

EASEMENT OR LEASE HOLDER SIGNATURE(S): _____ DATE _____

SUBMITTAL INSTRUCTIONS

Submit the complete application to the County Clerk of the county in which the farm is located: The county will fill in the section below and file the original copy of the application with the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP). Check below to indicate the following have been included:

- APPLICATION FORM. *Please make sure that the application includes all required signatures.*
- COVERED LAND - PARCEL WORKSHEET. *Please fill out and include the document found on the last page of the application.*
- LEGAL DESCRIPTION(S) OF COVERED LAND. *Please attach a prior-recorded deed or land contract covering the affected parcel. If the proposed farmland preservation agreement will cover only a portion of the entire deed or land contract parcel, please also enclose a legal description of the portion to be excluded.*
- PROPERTY TAX STATEMENT(S). *Please attach the most recent property tax statement for each affected parcel to verify tax parcel number (ID #). This is the number used by the register of deeds for recording documents.*
- MAP(S) SHOWING COVERED LAND. *Please attach a recent aerial photo to show land to be covered, with parcel lines shown and/or the most recent plat book map with parcels identified and structures and natural features delineated.*

For County Use Only

County official checks appropriate box, signs and distributes copies *within 60 days* after the applicant files the complete application with the County Clerk. The County Clerk may forward the application to the land conservation or the planning and zoning department.

- County APPROVES.** By checking this box, the county finds that the land covered by this application is all of the following:
 - Located in a *farmland preservation area* designated in the county's *certified farmland preservation plan*.
 - Located in designated Agricultural Enterprise Area ()
- COUNTY DISAPPROVES.** By checking this box, the county finds that this application fails to meet the above requirements

For the County of _____ Signed this _____ day of _____, _____.

Authorized signature: _____

Title: _____

NOTE: County distributes signed copies as follows (and keeps a copy for its own records):

- *Original copy* to DATCP at the following address (if county *approves* application)
 - Wisconsin Department of Agriculture, Trade and Consumer Protection
 - Agricultural Resource Management Division
 - WORKING LANDS
 - PO Box 8911
 - Madison, WI 53708-8911
- Copy to the applicant (whether approved or disapproved).



Wisconsin Department of Agriculture, Trade and Consumer Protection
Division of Agricultural Resource Management
P.O. Box 8911
Madison, WI 53708-8911
(608) 224-4633
Rev. (7/14)

- Attachment 4 -

Farmland Preservation Program (ch. 91, Wis. Stats.)

Farmland Preservation Agreements INSTRUCTIONS

WHAT IS A FARMLAND PRESERVATION AGREEMENT?

A farmland preservation agreement is a voluntary agreement between the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) and the landowner:

- The landowner agrees to preserve land for agricultural use and comply with state soil and water conservation standards.
- In return, the landowner may claim state farmland preservation tax credits on the covered land. The covered land is also exempt from special assessments for sanitary sewers and water.
- A farmland preservation agreement runs with the land and is binding on subsequent owners of the covered land for the term of the agreement.

Applicable Law

Owners of eligible farmland may choose to enter into a farmland preservation agreement under s. 91.60 (1), Wis. Stats.

- Farmland preservation agreements may only be created in agricultural enterprise areas. DATCP designates these areas in response to local petitions.
- Landowners in agricultural enterprise areas may enter into new 15-year agreements, and may claim the farmland preservation tax credit. (Only Wisconsin residents may claim tax credits.)
- Tax credits are paid as a flat amount per acre of covered land (\$5 per acre, or \$10 per acre if the land is also covered by farmland preservation zoning).
- An agreement may cover all or part of a farm. However, the entire farm must comply with state soil and water conservation standards in order for the landowner to claim tax credits on that portion of the farm that is covered by the agreement. Please contact your local land conservation department with questions related to conservation compliance.
- Land covered by an agreement is restricted to the following uses:
 - *Agricultural uses.*
 - *Accessory uses* such as farmhouses, farm structures, and farm activities that are incidental to an agricultural use.
 - *Undeveloped natural resource and open space uses.*
 - *Minor pre-existing uses*, such as local telephone lines, which are compatible with agricultural use.

A farmland preservation agreement, and the rights and responsibilities of the parties under the agreement, is interpreted in light of the farmland preservation law as it existed on the effective date of the agreement. The agreement takes effect when it is signed by all landowners and the department. A farmland preservation agreement does not exempt a landowner from compliance with zoning ordinances or other applicable law.

HOW CAN I APPLY FOR A FARMLAND PRESERVATION AGREEMENT?

A landowner applying for a farmland preservation agreement must complete the "Farmland Preservation Agreement Application Form" (ARM-LWR-471) and submit it to the County Clerk of the county in which the land is located. All required documentation must be attached to the application. A county may charge a reasonable processing fee for processing the application.

The "Farmland Preservation Agreement Application Form" consists of four parts:

- Part 1: Applicant (Landowner) Information
- Part 2: Information about Land to be Covered by the Agreement ("Covered Land")
- Part 3: Parcel Information for Covered Land
- Part 4: Other Required Signatures

Part 1: Applicant (Landowner) Information

In this section, the applicant is asked to provide basic information such as address, telephone and e-mail address. The applicant or authorized representative (and spouse, if applicable), must sign the application before an agreement contract can be developed. Please note the agreement contract will be made with the current landowner(s). The holder of a life estate must sign both the application and the farmland preservation agreement.

Part 2: Information about Land to be Covered by the Agreement ("Covered Land")

The applicant is asked to provide information about the land to be covered by the agreement, including the location and total acreage. The applicant must provide information about current land use, land eligibility, and compliance with soil and water conservation standards.

Location, Acreage, and Current Land Use: The applicant must describe the use of the covered land and provide information on any existing structures located on the covered land. If the current land use or the existing structures conflict with the terms of the agreement, DATCP may exclude the land from coverage under the agreement.

It is acceptable for the applicant to exclude some land from coverage under the agreement contract. Please note that if the excluded land is withheld for purposes that conflict with the goals of the agricultural enterprise area program or for purposes that will likely impair or limit agricultural use on other lands in the agricultural enterprise area or lands proposed for inclusion under a farmland preservation agreement the department may decline to enter into an agreement on any land owned by the landowner. If the applicant chooses to exclude a portion of their land from the agreement contract, a legal description of the land to be excluded must be provided with the application.

Eligible Land: Under the law, land is eligible for a farmland preservation agreement if ***all*** of the following apply:

- The land is located in a farmland preservation area designated in a certified county farmland preservation plan.
- The land is located in an agricultural enterprise area that DATCP has designated by rule under s. 91.84, Wis. Stats., in response to a local petition.
- The land is operated as part of a farm that produced at least \$6,000 in gross farm revenues during the tax year preceding the year in which the landowner applies for the agreement, or a total of at least \$18,000 in gross farm revenues during the last 3 tax years preceding the year in which the landowner applies for the agreement. Gross farm revenues means gross receipts from agricultural uses, less the cost or other basis of livestock or other agricultural items purchased for resale which are sold or otherwise disposed of during the taxable year. Gross farm revenue includes receipts accruing to a renter, but does not include rent paid to the landowner. However, gross farm revenue produced by the renter on the landowner's farmland can be used to meet this eligibility requirement. Only the landowner may claim tax credits.

Compliance with Soil and Water Conservation Standards: The farm associated with the covered land must meet the applicable soil and water conservation standards in place on the date the agreement is effective (see s. ATCP 50.04, Wis. Adm. Code). The agreement takes effect when it is signed by all landowners and the department. Contact the county's conservation department for more information on the soil and water conservation standards.

Part 3: Parcel Information for Covered Land

In order to develop an accurate farmland preservation agreement, the applicant must provide DATCP with information about the parcels to be included for coverage under the agreement. The application includes a worksheet called the "Covered Land – Parcel Worksheet" to aid in gathering required parcel information.

Part 4: Other Required Signatures

A landowner applying for a farmland preservation agreement must disclose all of the following in the application (DATCP may require a formal title search or third-party documentation, but does not ordinarily do so):

- *Other owners of the covered land.* All owners must sign the application and the farmland preservation agreement.
- *Life estate holder on the covered land.* All life estate holders must sign the application and the farmland preservation agreement.
- *Seller (or seller's successor in interest) as well as the purchaser (vendee) under any existing land contract affecting the covered land.* These interests must sign the application and the farmland preservation agreement.
- *Persons holding other real estate interests in the farm* (such as mortgage, lien, lease, easement, right-of-way or mineral interests). These other interests must sign the agreement application signifying notification of the agreement application. These other interests are not required to sign the farmland preservation agreement.

DATCP may exclude land from coverage if clouds on title, or conflicting real estate interests are not resolved to DATCP's satisfaction.

WHAT ARE THE NEXT STEPS?

County Review

Once complete, the county must review the application to determine whether the land covered by the proposed agreement meets all of the following requirements:

- The land is located in a farmland preservation area identified in the county's certified farmland preservation plan.
- The land is located in an agricultural enterprise area that DATCP has designated under s. 91.84, Wis. Stats.

Within 60 days after the County Clerk receives a complete application, the county must make its findings and give a copy to the applicant. If the county finds that the above requirements are met, it must send a completed application and attachments to DATCP.

DATCP Review

DATCP will review each application forwarded by a county. If everything is in order, DATCP may enter into a farmland preservation agreement with the landowner. DATCP may decline to enter into an agreement if any of the following apply:

- The application is incomplete.
- The covered land is not located in a farmland preservation area identified in a certified county farmland preservation plan.
- The covered land is not located in an agricultural enterprise area that DATCP has designated under s. 91.84, Wis. Stats.
- The landowner fails to provide clarifying information or documentation reasonably required by DATCP.
- Any owner of the covered land fails or refuses to sign the agreement.
- The covered land is subject to conflicting uses or property interests that materially impair the purposes of the agreement, and the conflicts cannot be resolved to DATCP's satisfaction.

Agreement Preparation

DATCP will prepare a farmland preservation agreement, based on the attached "Farmland Preservation Agreement Application Form". All required signatories must sign the final agreement contract. Signatures must be notarized.

Agreement Recording

DATCP will record the signed farmland preservation agreement with the county Register of Deeds (DATCP will pay the recording fee). The agreement takes effect when signed by all required parties and DATCP. The agreement runs with the land and is binding on subsequent owners of the covered land, for the duration of the agreement.

CAN LAND (SOME OR ALL) BE RELEASED FROM COVERAGE UNDER AN AGREEMENT?

At any time prior to the expiration of a farmland preservation agreement, DATCP may release land from coverage under the agreement (including an agreement created prior to July 1, 2009). DATCP may release all or part of the land covered by the agreement (a complete release terminates the agreement). A release must be requested on a release form from DATCP, signed by all persons having an ownership interest in the covered land at the time of the request. Before DATCP grants a release:

- DATCP must find that the release will not impair or limit agricultural use of other protected farmland in the area.
- The landowners requesting the release must collectively pay a conversion fee as provided in s. 91.66(1)(c), Wis. Stats. The amount of the conversion fee is based on the amount of land released. Conversion fee revenues are deposited to the state Working Lands Trust Fund.

If DATCP releases land from coverage under a farmland preservation agreement prior to the expiration date of the agreement, DATCP must record a copy of the release with the county Register of Deeds (the release takes effect on the recording date).

These release procedures do *not* apply to the normal expiration of a farmland preservation agreement at the end of its specified term. That expiration occurs automatically without any further action or recording by the landowner or DATCP and without any payment of conversion fees.

A landowner who wishes to apply for the release of land from an existing farmland preservation agreement prior to the scheduled expiration date of the agreement, should submit a completed request to release land from a farmland preservation agreement form. If a landowner has specific questions or concerns, they may call 608-224-4633, send an email to DATCPWorkingLands@wisconsin.gov, or send a written request to the address at the top of page one.

Farmland Preservation Agreements in Designated Agricultural Enterprise Areas

-Frequently Asked Questions-

This factsheet provides information specific to agreements signed after July 1, 2009 that are located within an agricultural enterprise area (AEA) designated by the state.

What are the eligibility requirements for entering into a farmland preservation agreement?

Only the owners of the land are eligible to enter into a farmland preservation agreement. To enter into a farmland preservation agreement, the acres to be covered by the agreement must be located in a designated agricultural enterprise area (AEA) and included in a farmland preservation area in the certified county farmland preservation plan.

Although there is no minimum acreage requirement, claimants must have earned \$6,000 in gross farm revenue in the past year or \$18,000 in the past three years.¹ Eligible participants do not have to be the farm operator; landowners that rent out their land are eligible for the program. However, in order to be eligible for the tax credit, the land itself must produce \$6,000 in gross farm revenue in the past year or \$18,000 in the past three years, and rent cannot be included.

To claim the income tax credit on land covered by a farmland preservation agreement, the entire farm must be in compliance with the state's soil and water conservation standards.² A farm is all land under common ownership that is primarily devoted to agricultural use.

What are the benefits of having a farmland preservation agreement?

By entering into a farmland preservation agreement, you are indicating your commitment to continue farming the land that you own. In return for this commitment, you may claim the farmland preservation income tax credit. This credit is equal to \$5 per acre (\$10 per acre if you are also in a certified farmland preservation zoning district).³ Information on claiming the tax credit can be found on the Wisconsin Department of Revenue's website at <http://www.revenue.wi.gov/>. Search for "farmland preservation" to navigate to the most up to date instructions and form.

A farmland preservation agreement does not protect land from annexation or from the exercise of eminent domain for public works projects. However, land in agricultural use and covered by a farmland preservation agreement is exempt from special assessments levied by a political subdivision, special purpose district or other local governmental entity for sanitary sewer or water. This protection is available to a landowner within a designated AEA once they enter into a farmland preservation agreement with the state.

¹ Income from CRP contracts counts as gross farm revenue.

² The applicable soil and water conservation standards are those identified in [Chapter ATCP 50](#) of the Wisconsin Administrative Code at the time the agreement is effective.

³ Use Wisconsin Department of Revenue's Schedule FC-A.

What are the land use restrictions under a farmland preservation agreement?

Farmland preservation agreements signed after July 1, 2009 are for 15 years and require the land to remain in the following uses for the term of the agreement:

- agricultural use,
- accessory use,
- undeveloped natural resource and open space use, or
- minor pre-existing use which is compatible with agricultural use

Remember that other local ordinances (such as zoning and land division ordinances) continue to apply to your land, regardless of whether you sign an agreement. In many instances, these local ordinances establish limits on non-farm residential or commercial development of agricultural land.

In order to claim the income tax credit on land covered by a farmland preservation agreement, you must also comply with the state soil and water conservation standards (which includes a nutrient management plan).⁴ Conservation compliance is required on the entire farm, regardless of whether all owned land is covered under an agreement. If you rent your land to an operator, the operator must follow soil and water conservation standards on rented acres.

Land covered by an agreement does not require you to allow public access.

What uses are allowed as accessory uses?

There are a number of uses that can be considered allowable “accessory” uses under an agreement. Some examples include residences such as the farm residence, or a residence occupied by an individual earning more than 50% of his or her gross income from the farm (if owned by the farm owner/operator). A residence for a child or parent of the farm owner/operator is not an allowable accessory use unless the farm owner/operator retains ownership of the residence.

An allowable accessory use may also include buildings or structures that are an integral part of, or incidental to an agricultural use. If this use, such as a building, structure, improvement, activity, or business operation, is on a farm and used for an agricultural use, then that use can be considered an allowable accessory use. Some examples of possible accessory uses that contain buildings or structures include:

- Wind turbines used to generate energy for the farm where it is located
- A grain drying or storage bin
- A dairy or food processing facility
- Waste processing facility

Other businesses or activities that are carried out by the owner or operator of the farm may also be allowed as accessory uses. These uses must not require an additional building, must not limit the agricultural use of the farm, and may not employ more than four full-time employees annually. Some examples may include a day care, an accounting office, or a portrait studio run out of the farm residence.

⁴ The applicable soil and water conservation standards are those identified in [Chapter ATCP 50](#) of the Wisconsin Administrative Code at the time the agreement is effective.

Non-metallic mining operations are not acceptable accessory uses. The land under this use would need to be excluded from coverage under the farmland preservation agreement.

How do I show compliance with the soil and water conservation standards?

Landowners show compliance with the soil and water conservation standards by receiving a certificate of compliance from the county land conservation committee. If you have not yet received a certificate of compliance, you must contact your county land conservation department to schedule a time to discuss your farm's compliance status.

How do I claim the farmland preservation tax credit?

To claim the farmland preservation tax credit once you have a farmland preservation agreement, you will need to file Schedule FC-A. Once eligible, you may claim a credit equal to \$5 per acre, or \$10 per acre if you are also in a certified farmland preservation zoning district.

Can I sign a farmland preservation agreement for just a portion of my land?

When completing the agreement application, you may choose to exclude a portion of owned land, including a portion of a parcel, from coverage under the agreement. If you wish to exclude land from coverage, you must provide the department with a clear description of the land to be excluded from the agreement in writing and attach the description to the respective deed. The description must include the parcel number and the acreage of the excluded area. The excluded area must also be shown on an aerial photo. You may develop the description, or get assistance to develop the description.

To claim the income tax credit, you must be in compliance with state soil and water conservation standards on all owned acres, regardless of whether they are all covered by the agreement. In addition, if you choose to exclude a portion of a parcel from coverage, be aware to claim the accurate credit for those acres. For example, if 35 acres of a 40 acre parcel is covered by an agreement, then only those 35 acres are eligible for the tax credit associated with the agreement (\$5/acre or \$10/acre if zoned). If the parcel is in a farmland preservation zoning district, the landowner may claim the \$10/acre credit on the 35 acres, but may only claim the \$7.50/acre credit on the remaining 5 acres that were excluded from coverage under the agreement.

The department may decide not to enter into an agreement with a landowner in a case where the pattern of excluded land may indicate future land use that is inconsistent with farmland preservation.

Can I sell my land once it is under a farmland preservation agreement?

Yes. The agreement runs with the land and is recorded by the county register of deeds. Because of this, the new landowner, if eligible, may also claim the farmland preservation tax credit on the land that was purchased or transferred from you.

If you do decide to sell or transfer any portion of the land covered by the agreement contract, it is important to make a note of how much land is still eligible under your agreement contract. Remember, you may only claim the farmland preservation tax credit on the land that you still own, therefore keeping good records will make it easier to accurately complete your income tax return.

When you sell land or otherwise transfer ownership, consider providing a copy of the farmland preservation agreement to the new owner or suggest that they contact the register of deeds office for a

copy. This will help the new owner to better understand their obligations and enable them to claim the tax credit on the acres that they now own.

Can land be removed from under a farmland preservation agreement?

At the landowner's request, land can be removed from an agreement at any time prior to the expiration of the agreement. To remove an agreement, for each acre of covered land released, the landowner is required to pay a conversion fee equal to three times the per acre value of the highest value category of tillable cropland in the town in which the land is located, as specified by the Department of Revenue in the most recent "*Use-Value Guidelines for Agricultural Assessment*" found at <http://www.revenue.wi.gov/report/a.html>. The owner of the land at the time it is removed from the agreement is responsible for paying the conversion fee.

If you do decide to remove any portion of land from coverage under the agreement contract, it is important to make a note of how much land is still covered by the agreement. Remember, you may only claim the farmland preservation tax credit associated with a farmland preservation agreement on land that is still covered by an agreement. Therefore keeping good records will make it easier to accurately complete your income tax return.

When do the agreements expire?

Farmland preservation agreements expire at the end of the contract. Agreements entered into after July 1, 2009 expire 15 years from the day the contract is signed by the state. These agreements are recorded at the county register of deeds, and therefore do not terminate upon death of the operator or sale of the land. Upon expiration of an agreement, you may choose to enter into a new contract for another 15 year term.

How do we apply for a farmland preservation agreement?

To get a farmland preservation agreement, you must submit a completed application form to the county. The county must review and approve the application and forward the completed application to the Wisconsin Department of Agriculture, Trade and Consumer Protection. Once received, the department reviews the application and enters into the agreement with the landowner.

To prepare for completing the application and claiming the tax credit:

- Determine what land you want covered by the agreement
- Communicate your interest in entering into an agreement with other owners of the farm, those with a real estate interest in the farm, and any renters operating land to be covered
- Contact your county to verify eligibility. The county may be able to assist with:
 - Confirming the location of the parcels within a farmland preservation area and within a designated Agricultural Enterprise Area
 - Obtaining a legal description for the land to be covered
 - Identifying the tax identification number of any parcels to be covered
 - Obtaining an aerial map that shows the area to be covered
- Gather all required paperwork (deeds, property tax bills, map of the parcels)
- Work with the county land conservation department to determine compliance status and obtain a certificate of compliance



Wisconsin Department of Agriculture, Trade and Consumer Protection

Phone: (608) 224-4500

Website: <http://datcp.wi.gov>

Email: DATCPWorkingLands@wisconsin.gov

ARM-PIR-216 (December 2015)



Wisconsin Department of Agriculture, Trade and Consumer Protection
Agricultural Resource Management Division
PO Box 8911
Madison, WI 53708-8911
(608)224-4633

- Attachment 6 -

FARMLAND PRESERVATION AGREEMENT

Sec. 91.60, Wis. Stats.

County of _____

Town of _____

Agreement No. _____

Covers Approximately _____ Acres.

Agricultural Enterprise Area No. _____

THIS AGREEMENT TAKES EFFECT WHEN IT IS SIGNED BY ALL OWNERS OF THE LAND COVERED BY THE FARMLAND PRESERVATION AGREEMENT AND BY THE DEPARTMENT AND REMAINS IN EFFECT FOR 15 YEARS FROM THAT DATE.

This space is reserved for recording data

Return to:

Department of Agriculture, Trade and Consumer Protection
ARM-Farmland Preservation
PO Box 8911
Madison, WI 53718-6777

Parcel Identification Number: _____

The Parties enter into this Farmland Preservation Agreement ("Agreement") pursuant to s. 91.60(1), Wis. Stats., for the purpose of preserving farmland and making the Landowner eligible for farmland preservation tax credits under s. 71.613, Wis. Stats.

PARTIES

The Parties to this Agreement ("Parties") are as follows:

(1) The Wisconsin Department of Agriculture, Trade and Consumer Protection ("Department") is an agency of the State of Wisconsin. The Department administers Wisconsin's Farmland Preservation Law under ch. 91, Wis. Stats. On behalf of the State of Wisconsin, the Department is authorized under s. 91.60(1), Wis. Stats., to enter into farmland preservation agreements with owners of eligible land.

(2) The following persons (collectively referred to as "the Landowner") are the owners of the "Covered Land," and are jointly and severally obligated by this Agreement:

NAME(S)

ADDRESS(ES)

COVERED LAND

This Agreement applies to the land that is specifically described in *Appendix A* to this agreement ("Covered Land").

AUTHORITY, PURPOSE AND CONSIDERATION

The Department enters into this Agreement under authority of s. 91.60(1), Wis. Stats., in order to carry out the State of Wisconsin's purpose to preserve land for agricultural use. In consideration for the covenants made under this Agreement, the Landowner and succeeding owners of the Covered Land may for the duration of this Agreement claim farmland preservation tax credits on the Covered Land to the extent provided in s. 71.613, Wis. Stats. For the duration of this Agreement, the Covered Land is also exempt from special assessments for sanitary sewers and water to the extent provided in s. 91.70, Wis. Stats.

EFFECTIVE DATE AND TERM

This Agreement takes effect when it is signed by all of the Parties. This Agreement remains in effect for 15 years from its effective date. This Agreement terminates automatically on the scheduled termination date, without any further action or recording by the Parties.

LAND USE RESTRICTIONS

The Landowner agrees to the following land use restrictions on the Covered Land for the duration of this Agreement:

General Restrictions

The Covered Land is limited to the following uses (*see DEFINITIONS below*):

- (1) Agricultural uses.
- (2) Accessory uses.
- (3) Undeveloped natural resource and open space uses.
- (4) The following pre-existing uses that have no material adverse impact on agricultural use of the Covered Land and are compatible with agricultural use on the covered land and adjacent lands (*identify allowed pre-existing uses, if any*): These pre-existing uses may be maintained, but may not be materially expanded.

Special Restrictions, If Any

The following special restrictions apply to the Covered Land (*enter additional restrictions, if any*):

SOIL AND WATER CONSERVATION STANDARDS (FARM CONSERVATION PRACTICES)

The Landowner agrees to comply with the soil and water conservation standards that are in place on the effective date of the agreement, as prescribed under s. ATCP 50.04, Wis. Adm. Code. The landowner must comply with applicable standards on the entire farm even if this agreement covers only a portion of the farm. If the Landowner leases the land to another person who uses the land for agricultural purposes, the Landowner will ensure that the leaseholder also complies with those conservation practices.

AGREEMENT RUNS WITH THE LAND

This Agreement runs with the Covered Land for the term of the Agreement. This Agreement binds, benefits and is enforceable by the Parties and their successors and assigns, including subsequent owners of the Covered Land, except that a person with a real estate interest in the Covered Land is not liable for a breach of this Agreement that occurs after that person has transferred all of his or her interest.

ACCESS TO COVERED LAND

This Agreement does not require the Landowner to allow public access to the Covered Land. However, the Landowner agrees to permit reasonable access by authorized representatives of the Department and the county land conservation committee, for the purpose of monitoring compliance with this Agreement.

RELEASING LAND FROM AGREEMENT

At the Landowner's request, the Department may at any time prior to the expiration of this Agreement release some or all of the Covered Land from this Agreement as provided in s. 91.66, Wis. Stats. For each acre of Covered Land released from this Agreement, the Landowner must pay a conversion fee as provided in s. 91.66(1)(c), Wis. Stats. A Landowner is not required to pay a conversion fee at the normal expiration of this Agreement, but only when the Landowner asks the Department to release Covered Land prior to the scheduled expiration date of this Agreement.

AMENDMENTS

The Parties may, by mutual consent, amend this Agreement at any time prior to the expiration of this Agreement. Amendments must be consistent with the purposes of this Agreement, and with applicable law including ch. 91, Wis. Stats., as it applies at the time of amendment. An amendment must be in writing. An amendment takes effect when signed by all of the Parties (or their successors in interest). The expiration date of the amended Agreement must be the same as that of this original Agreement (an amendment may not be used to extend the term of this Agreement).

APPLICABLE LAW

This Agreement, and the benefits and responsibilities of the Parties under this Agreement, will be interpreted in light of s. 71.613 and ch. 91, Wis. Stats., and related administrative code provisions, as they exist on the effective date of this agreement (or, to the extent affected by an amendment to this agreement, on the effective date of the amendment). This Agreement does not exempt the Landowner from any duty to comply with other applicable law, including other applicable land use regulations or zoning ordinances.

ENFORCEMENT

The Department, in addition to pursuing any other remedy provided by law, may bring an action in circuit court under s. 91.68, Wis. Stats., to enforce this Agreement. The Department may ask the court to restrain by temporary or permanent injunction any change in land use that violates this Agreement, and may seek a civil forfeiture for a change in land use that violates this Agreement. The Department may seek a civil forfeiture of up to twice the fair market value of the Covered Land at the time of the violation.

DEFINITIONS

In this Agreement:

- (1) **"Agricultural use"** means any of the following activities conducted for the purpose of producing an income or livelihood:
 - (a) Crop or forage production.
 - (b) Keeping livestock.
 - (c) Beekeeping.
 - (d) Nursery, sod or Christmas tree production.
 - (e) Floriculture.
 - (f) Aquaculture.
 - (g) Fur farming.
 - (h) Forest management.
 - (i) Enrollment of land in a federal agricultural commodity payment program or a federal or state agricultural land conservation payment program.
- (2) **"Accessory use"** means any of the following land uses on a farm:
 - (a) A building, structure or improvement that is an integral part of, or is incidental to, an agricultural use.
 - (b) An activity or business operation that is an integral part of, or incidental to, an agricultural use.
 - (c) A farm residence.
 - (d) A business, activity or enterprise, whether or not associated with an agricultural use, that is conducted by the owner or operator of a farm, that requires no buildings, structures or improvements other than those described in subd. 1. or 3., that employs no more than 4 full-time employees annually, and that does not impair or limit the current or future agricultural use of the Covered Land or other protected farmland.
- (3) **"Farm"** means land under common ownership that is primarily devoted to agricultural use.
- (4) **"Farm residence"** means a single-family or duplex residence that is the only residential structure on the farm or is occupied by any of the following:
 - (a) An owner or operator of the farm.
 - (b) A parent or child of the owner or operator of the farm.
 - (c) An individual who earns more than 50 percent of his or her gross income from the farm.

AGREEMENT SIGNED BY THE PARTIES

The following Parties make and sign this Agreement:

<p>LANDOWNER SIGNATURE</p> <p>_____</p> <p style="text-align: center;">Date</p> <p>State of Wisconsin))ss County of _____)</p> <p>This instrument was acknowledged before me on the _____ day of _____, 20__ , by</p> <p>_____</p> <p style="text-align: center;">Notary Signature</p> <p>(Please print name of Notary) _____ Notary Public, State of Wisconsin</p> <p>My commission expires (is permanent) _____</p>	<p>LANDOWNER SIGNATURE</p> <p>_____</p> <p style="text-align: center;">Date</p> <p>State of Wisconsin))ss County of _____)</p> <p>This instrument was acknowledged before me on the _____ day of _____, 20__ , by</p> <p>_____</p> <p style="text-align: center;">Notary Signature</p> <p>(Please print name of Notary) _____ Notary Public, State of Wisconsin</p> <p>My commission expires (is permanent) _____</p>
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STATE OF WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION

<p>Alison Volk, Chief</p> <p>State of Wisconsin))ss County of _____)</p> <p>This instrument was acknowledged before me on the _____ day of _____, 20__ , by _____</p> <p>as <u>Chief of the Land Management Section</u> of The Wisconsin Department of Agriculture, Trade, and Consumer Protection.</p> <p>_____</p> <p style="text-align: center;">Notary Signature</p> <p>(Please print name of Notary) _____ Notary Public, State of Wisconsin</p> <p>My commission expires (is permanent) _____</p>	<p>Land Management Section Division of Agricultural Resource Management</p> <p style="text-align: right;">Date</p>
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CONSENT TO AGREEMENT

APPENDIX A

The following Holder of an Interest in the Covered Land hereby agrees that the Holder's Interest is subject to the terms of this Agreement between the Landowner and the Department.

SIGNATURE OF DESIGNEE

Signature

Print Name as _____ of _____

being the owner and holder of a certain _____ which is recorded at _____ in the County Register of Deeds Office against said premises does hereby subordinate its interest and join in and consent to said farmland preservation agreement free of said lien.

State of Wisconsin)
)ss
County of _____)

This instrument was acknowledged before me on the _____ day of _____, 20____, by

as _____ of _____
(Title)

Notary Signature

(Please print name of Notary) _____
Notary Public, State of Wisconsin
My commission expires (is permanent) _____

This Instrument was drafted by the Wisconsin Department of Agriculture, Trade and Consumer Protection based on Department Form # ARM-LWR-471 (7/14)

APPENDIX A

Legal Description of Covered Land:

SAMPLE

Testing Options & Pricing for Wisconsin Soils

Soil Sampling and Field Mapping Services

***Routine Analysis:**
 pH, Buffer pH, Organic Matter, Phosphorus, Potassium, Calcium, Magnesium, Estimated CEC, and Percent Base Saturation..... \$8.00

Corn Cyst Nematode:
 Cyst nematode count and identification for analytical purposes..... \$35.00

Textural Analysis:
 %Sand, %Silt, and %Clay..... \$20.00

Boundary Mapping:
 \$25.00 per-field minimum..... \$1.00/ac

Conventional Sampling:..... \$7.75 ea.

***Complete Analysis:**
 Includes Routine Analysis PLUS Boron, Zinc, Sulfur, Manganese, Copper, Iron, and Soluble Salts..... \$16.00

Atrazine and Compounds:..... \$170.00

Plant Tissue Analysis:
 Nitrogen, Phosphorus, Potassium, Calcium, Sulfur, Boron, Manganese, Zinc, Copper, Iron, Aluminum, and Sodium..... \$30.00

Grid Sampling:
 Includes GPS soil sampling and electronic transfer of sample point data
 2.5 Acre..... \$3.99/ac
 5.0 Acre..... \$2.99/ac

***Create Your Own Package:**
 Manganese, Copper, Iron, boron, Sulfur, Zinc, or Soluble Salts..... \$2.00 ea.
 Sodium..... \$3.50
 Chloride..... \$9.50

Plant Tissue Plus:
 Tissue analysis is paired with soil analysis to create a comprehensive look at the soil/plant nutrient relationship..... \$46.00

VRT Mapping:
 Variable rate fertilizer recommendations and maps for one year..... \$2.50/ac

VRT Spreader File..... \$1.00/ac

Lawn and Garden Kits:
 pH, Buffer pH, Organic Matter, Phosphorus, Potassium, and a fertilizer recommendation of your choice:
 Lawn, Flower Garden, or Vegetable Garden..... \$13.00

Petiole Nitrate Nitrogen..... \$10.00

Late Season Corn Stalk Nitrogen..... \$10.00

Yearly VRT Fertilizer Recommendation Update..... \$1.00/ac

Prices for sampling and mapping do not include analysis.
 Prices are subject to change without notice.

Wildlife Food Plot Kits:
 pH, Buffer pH, Organic Matter, Phosphorus, Potassium, and a fertilizer recommendation..... \$13.00

Manure Analysis:
 Ammonia N, Nitrogen, Phosphorus, Potassium, and Sulfur..... \$32.00

Free Sample Pickup

Managed Pasture Kits:
 pH, Buffer pH, Organic Matter, Phosphorus, Potassium, and a fertilizer recommendation..... \$13.00

Fertilizer Analysis:
 Nitrogen, Phosphorus, Potassium, and Sulfur..... \$28.00
 Lime: Calcium/Magnesium Ration..... \$15.00
 Lime Grade..... \$25.00

Rock River Laboratory values your time. We will arrange for free pickup of samples from your location during the heavy volume seasons. We will also cover the cost of shipping your samples during the slower seasons. We will send you prepaid shipping labels, or you may print free UPS labels on our website. Please contact us to set up arrangements for your location.

Nitrogen Testing (N):
 Nitrate Nitrogen, no recs..... \$10.00
 Preplant Soil Nitrate Test (PPNT) with recommendation..... \$20.00
 Presidedress Soil Nitrate Test (PSNT) with recommendation..... \$10.00

*Volume discounts are available based on your bi-monthly invoice total

\$250—\$500 = 3%
 \$501—\$1000 = 5%
 Over \$1001 = 10%

P. 1 of 1