

**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM**

FACILITIES PLANNING COMMITTEE

April 24, 2025

Item G.2. **Nicholls State University's** request for approval to lease a section of the Nicholls Farm to Ducks Unlimited, Inc., a non-profit corporation domiciled in Memphis, Tennessee, in accordance with LSA-R.S. 17:3361.

EXECUTIVE SUMMARY

The University Farm consists of approximately 270 acres. The farm is used extensively by faculty of the Nicholls State University Biology Department to cultivate and produce Louisiana native plant material vital for coastal restoration projects. Field-based laboratory experiences and service learning projects focused on restoration projects have resulted in a formal collaboration at the Nicholls Farm with Ducks Unlimited.

This proposed lease of approximately 105 acres would create an additional collaborative partnership between Nicholls and Ducks Unlimited. The objective of this project is to improve water quality within the Bayou Folse watershed as part of the Louisiana Restoration Area Environmental Assessment #4 NRDA Nutrient Reduction Project. Ducks Unlimited will fund and construct the wetland unit. This project will include the construction of a wetland unit (approximately 105 acres) that will serve as a "filtering wetland" to improve water quality in Bayou Folse (Exhibit A-Figure 1). Surface water will be pumped from Bayou Folse into the constructed wetland and held for several months to allow sediments to settle out and nutrients to assimilate via wetland vegetation. After the water holding period, water will be slowly released from the unit back into Bayou Folse. The constructed wetland will help filter sediment and nutrients from surface water and thereby improve water quality within Bayou Folse. Additionally, the constructed unit will provide important wetland habitat for a variety of wetland-dependent wildlife species.

The terms and conditions of the lease agreement insurance policies shall meet all of the standards, specifications, and conditions outlined in Exhibit B. Construction of the wetland unit will include: (1) dirt work for construction of levees, (2) installation of multiple culverts for field drainage and access, (3) installation of multiple water control structures (culverts with flashboard risers and stop logs) to control water levels and slowly release water from the unit, and (4) construction of a pump station to pump water from Bayou Folse into the unit (Exhibit C). Engineering plan for the constructed wetland are also attached (Exhibit A-Figure 2).

This project is scheduled to begin construction in late FY 2025, with most work done during FY 2026. The project will commence upon ULS Board approval and execution of documents. Cost of the construction project is estimated to be \$325,000 fully funded by Ducks Unlimited.

The term of this lease shall be for a period commencing the date of execution and ending at midnight on the 30th day of June 2027, or at such time as donation of improvements is executed whichever occurs first.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request for approval to lease land in Lafourche Parish totaling approximately 105 acres to Ducks Unlimited, Inc.

BE IT FURTHER RESOLVED, that Nicholls State University has obtained final review from UL System staff, legal counsel, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to execution of documents.

BE IT FUTHER RESOLVED, that the President of Nicholls State University or his or her designee shall be authorized to execute a lease on the above said property in Lafourche Parish on behalf of Nicholls State University.

AND FURTHER, that Nicholls State University will provide System office with copies of all final executed documents for Board files.



Nicholls State University

Office of the President

P.O. Box 2001 | Thibodaux, LA 70310 | 985.448.4003 | 985.448.4920 [F]

April 1, 2025

Via Electronic Transmittal Only

President Rick Gallot
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear President Gallot:

Nicholls State University requests consideration and approval of the following item to be placed on the agenda for the April 24, 2025 meeting of the Board of Supervisors for the University of Louisiana System:

Lease Agreement with Ducks Unlimited, Inc.

Thank you for your assistance in this matter.

Sincerely,

Jay Clune, PhD
President

JC/apf

Enclosures

- c: Mr. Terry Braud, Executive Vice President for Finance & Administration
Mr. Jonathan Terrell, Vice President for Collegiate Athletics/Athletic Director
Dr. Michele Caruso, Vice President for Student Affairs
Dr. Todd Keller, Vice Provost/Chief Academic Officer
Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success
Ms. Paulette Mayon, Assistant Vice President for Business Affairs & Ethics
Ms. Alison Hadaway, Director of Human Resources
Mr. Jerad David, Director of Communications & Legislative Affairs
Ms. Caitlin Westerman, Internal Auditor
Dr. Martin Meder, Faculty Senate President

GROUND LEASE

**STATE OF LOUISIANA
PARISH OF LAFOURCHE**

KNOW ALL MEN BY THESE PRESENTS THAT:

**BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA
SYSTEM** with and on behalf of Nicholls State University, represented herein by Dr. John Clune duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as "**LESSOR**" and,

DUCKS UNLIMITED, INC., a non-profit corporation, domiciled in Memphis Tennessee, with its address of One Waterfowl Way Memphis, TN, 38120, represented herein by its duly authorized representative Karen Waldrop, Chief Conservation Officer.

Hereinafter referred to as "**TENANT**", have covenanted and agreed as follows:

WITNESSETH

ARTICLE 1 LEASE OF PROPERTY

1.1 Lease of Property. In accordance with R. S. 17:3361, Lessor, in consideration of the rent, covenants, agreements and conditions hereinafter set forth, which TENANT hereby agrees shall be paid, kept and performed by TENANT, does hereby lease, let, demise and rent exclusively unto Tenant, and Tenant does hereby rent and lease from Lessor the following described property, together with all improvements thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Lafourche Parish, Louisiana, to-wit:

All the property outlined in red on Exhibit A, the "Leased Property".

1.2 Habendum Clause. TO HAVE AND TO HOLD a lease upon the Leased Property unto Tenant, Tenant's heirs and successors.

1.3 Designation of Instrument. This contract of lease, including all terms, provisions, covenants, agreements and conditions thereof, is hereafter sometimes referred to as the or this "Lease".

1.4 Purpose. The primary purpose for which Tenant is leasing the Lease Property, and for which Lessor is granting this Lease, is for Tenant to construct a wetland unit as described in Attachment A, the Nicholls State University Farm, hereinafter the “Project” at an approximate cost of \$325,000.00. Plans and specifications described in Exhibit C for improvements in the Project must be approved by Lessor prior to installation.

ARTICLE 2 TERM

2.1 Term. The term of this Lease shall be for a period commencing the date of execution and ending at midnight on the 30th day of June 2027 or at such time as donation of improvements is executed whichever occurs first.

ARTICLE 3 RENT

3.1 Consideration. In consideration of said Lease, Tenant shall pay one dollar (\$1.00) per year and does agree to proceed with the improvements in the Project as defined in Article 1.4 in substantial accordance with standards satisfactory to Lessor.

ARTICLE 4 WARRANTY

4.1 Non- Warranty. This Lease is made by Lessor and accepted by Tenant without any warranty of title or recourse whatsoever against Lessor, and without any warranty as to the fitness of the Leased Property.

4.2 Access. Lessor reserves the right, and shall, at all times, have access to the Leased Property for the exercise of all rights as Owner not specifically leased hereunder.

ARTICLE 5 UTILITIES

5.1 Payment. Lessor shall pay all utilities incurred with the operation of the Leased Property, as well as all deposits and service charges in connection therewith.

ARTICLE 6 MAINTENANCE AND REPAIRS

6.1 Obligation to Maintain. Tenant shall be obligated to keep the Leased Property in a reasonable state of cleanliness, considering the contractual activities contemplated by Tenant.

6.2 Right of Inspection. Lessor shall, at all reasonable times, have access to the Leased Property for purposes of inspection of the same.

6.3 Regulations. Tenant hereby agrees that it shall comply with all laws and ordinances regulating its operations of Leased Property and that it will secure, at its own expense, all necessary permits and licenses from all governmental agencies or bodies.

ARTICLE 7 IMPROVEMENTS

7.1 Ownership. Tenant agrees that all permanent improvements or alterations made to the Leased Property shall become the property of Lessor and Tenant shall not be entitled to any credit, reimbursement or payment for such improvements at the time of the donation of the project to the Lessor. At the end of the lease period, Tenant shall donate or execute any other document necessary to convey any movable property which is incidental to or an accessory to the permanent improvement constructed on the Leased Property by Tenant.

7.1.2 Liens. Tenant, in connection with any work, construction, alteration or remodeling of Leased Property does hereby agree to indemnify, defend and hold Lessor harmless from any lien or privilege which may be filed against the Leased Property by virtue of any work or improvements done by or for the account of Tenant, the agents, contractors or subcontractors, and Tenant shall remove by payment or bonding, any such lien or privilege within thirty (30) days of filing of the same.

7.2 Installation of Movable. Tenant shall have the right to install any furniture, fixtures, equipment, machinery or other chattels or property of a similar non-permanent nature on the Leased Property.

7.2.1 Ownership. Lessor agrees that the title to all property placed on the Leased Property by Tenant as described in 7.2 shall be vested and remain with Tenant during the term of this Lease, ceasing at the time of the termination of the Lease and donation of the Project as described herein.

ARTICLE 8 INSURANCE

8.1 Insurance by Tenant. During the term of this Lease Tenant, and the Tenant's contractors and sub-contractors shall, at Tenant's, contractor's and sub-contractor's sole cost and expense, keep and maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. The terms and conditions of said policies shall meet all the standards, specifications, and conditions outlined in Exhibit B.

8.1.1 Builder's Risk and Fire and Extended Coverage. Fire and extended coverage, together with vandalism and malicious mischief insurance for the full insurable value of the Leased Property and all improvements situated on the Leased Property, so as to avoid a co-insurance penalty at the time of any loss.

8.1.2 Comprehensive General Liability Insurance. Comprehensive general liability insurance insuring Tenant and Lessor against liability to the public or to any person using or present on the Leased Property, including the building and improvements located thereon during the term of the Lease or any extension thereof, which insurance shall be in the amount of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. Policy coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

8.1.3 Named Insured. All policies of insurance shall state Lessor as a named insured, and, if applicable, contain a loss payable clause for the benefit of Lessor and/or be properly endorsed with a waiver of subrogation against Lessor.

8.1.4 Non-Cancellation Agreement. Each policy of insurance shall, to the extent obtainable, contain an agreement by the insurer that such policies shall not be canceled unless at least thirty (30) days prior written notice is given to Lessor.

8.2 Certificates of Insurance. Tenant, and the Tenant's contractors and sub-contractors shall provide Lessor, within five (5) days after the effective date of this Lease, certificates of insurance evidencing the effectiveness of the insurance coverage required under 8.1, which certificates of insurance shall bear notations evidencing the payment of premiums or accompanied by other reasonable evidence of such payment by Tenant and Tenant's contractors and sub-contractors.

ARTICLE 9 TAXES AND ASSESSMENTS

9.1 Personal Property Taxes. Tenant shall be responsible for all property taxes or assessments during the terms of this Lease on the personal property, equipment, leasehold interest, furniture and fixtures, whether movable or immovable, which Tenant may place on the Leased Property.

ARTICLE 10 INDEMNITY

10.1 Indemnity. Tenant, the Tenant's contractors and sub-contractors shall indemnify, defend and hold harmless Lessor of and from any and all suits, claims, actions, causes of action, losses, expenses or damages, including attorney's fees, relating to, in connection with, or arising out of or resulting from the use and enjoyment of the Leased Property and all privileges granted herein by this Lease to Tenant, with respect to all persons, including all agents, employees, servants or invitees of Tenant, as well as all property, whether emanating by way of intentional acts, negligence, non-performance or strict liability, and Lessor is further extended the immunity from liability provided by LSA-R.S. 9:3221. As a further consideration of this contract, Tenant, for itself and its successors, assigns, agents, contractors, employees, invitees, customers and licensees, especially releases Lessor from any and all warranties against vices and/or defects, of the Leased Property and all liability for damages

suffered from said vices and/or defects and Tenant obligates itself to hold Lessor harmless against any loss for damages or injuries that may be suffered by any person, including Tenant's agents, contractors, employees, invitees and licensees, caused by or resulting from any defects of the Leased Property. In addition, Tenant agrees to defend Lessor in any legal action against it and pay in full or satisfy any claims, demands, or judgments made or rendered against Lessor and to reimburse Lessor for any legal expense, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action.

ARTICLE 11 ASSIGNMENT OR SUBLEASE

11.1 Assignment or Sublease. Tenant shall not have the right to assign the Lease in whole or in part, nor sublet the Leased Property, in whole or part, without the prior written consent of Lessor. Any attempted assignment or sublease without the written consent of Lessor shall be null and void as to Lessor.

ARTICLE 12 DEFAULT

12.1 Default. If Tenant shall default in any condition or covenant of this Lease, and if such default continues for a period of thirty (30) days after Lessor has notified Tenant of such default and its intention to declare the Lease forfeited, it is thereupon considered terminated or should an execution be issued against Tenant then, and in such event, this Lease shall become null and void.

12.2 In the event of default, Tenant agrees to pay all costs of eviction, repossession, or other judicial remedies available by law and agrees to pay reasonable attorney fees. Lessor shall be entitled to twelve (12%) per annum interest on such amount due after default until paid and said attorney fees shall not be less than (15%) nor more than twenty-five (25%) of the amount due.

ARTICLE 13 NOTICES

13.1 Notices. Any notice, communication, and/or consent provided or permitted to be given, made or accepted by either party must be in writing, and unless otherwise expressly provided herein, shall be deemed properly given or served only if delivered personally to the other party hereto or sent by certified mail, return receipt requested, to the respective parties at the following address:

Lessor: Nicholls State University
 c/o Dr. Quenton Fontenot
 Director of Research and Sponsored Programs
 Professor of Biological Sciences
 P. O. Box 2021
 Thibodaux, LA 70310

Tenant: c/o Cassidy Lejeune
Director of Conservation Programs – South Louisiana
Ducks Unlimited, Inc.
125 Southpark Road
Lafayette, LA 70508

Notice deposited in the mail in the manner set forth above shall be effective, unless otherwise stated in this Lease, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. The parties hereto shall have the right to change their respective addresses for the receipt of notices only upon giving of at least fifteen (15) days written notice to the other party by way of certified mail, return receipt requested.

ARTICLE 14 SURRENDER OF POSSESSION

14.1 Surrender of Possession. At the expiration of the Lease, or its termination Tenant is obligated to immediately peaceably surrender possession to Lessor. Tenant expressly waives any notice to vacate at the expiration of this Lease and all legal delays, and hereby confesses judgment, including costs, placing Lessor in possession to be executed at once. Should Lessor allow or permit Tenant to remain on the Leased Property after the expiration of this Lease, or the expiration of any renewal term of this Lease, such shall expressly not be construed as a reconduction of this Lease.

ARTICLE 15 SPECIFIC PERFORMANCE

15.1 Specific Performance. Should Lessor or Tenant fail to perform any of the respective obligations of each set forth in this Lease, then the other party shall have the right to demand specific performance and/or damages, plus reasonable attorney's fee.

ARTICLE 16 BINDING EFFECT

16.1 Binding Effect. With the exceptions hereinabove mentioned, all the covenants, provisions, terms and agreements and conditions of this Lease shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto as fully as upon said parties.

ARTICLE 17 GENDER

17.1 Gender. Where the word "Lessor" or the word "Tenant" occurs in this instrument or is referred to the same shall be construed as singular or plural, masculine, feminine or neuter.

**ARTICLE 18
SEVERABILITY**

18.1 Severability. If any provisions of this Lease shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions shall be deemed stricken and deleted here from to the same extent and effect as if never incorporated herein. All other provisions hereof shall continue in full force and effect.

**ARTICLE 19
EFFECTIVE DATE**

19.1 Effective Date. The effective date of this Lease shall be the date of execution stated below.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Memphis State of Tennessee on this ____ day of _____, 2025.

WITNESSES:

DUCKS UNLIMITED, INC

Dr. Karen Waldrop
Chief Conservation Officer

NOTARY PUBLIC

Print Name:
Notary ID #
My Commission is: _____

WITNESSES:

NICHOLLS STATE UNIVERSITY

Dr. John Clune, President

NOTARY PUBLIC

Print Name:
Notary ID #My Commission is: _____

EXHIBIT A

NRDA Nutrient Reduction – NSU Bayou Folsé Filtering Wetland Phase II

Project Location

The project is located at the Nicholls State University Farm, approximately 3 miles east of the university in Thibodaux, Louisiana (Lafourche Parish). The farm is approximately 270 acres and Bayou Folsé runs through the property. The wetland unit that will be constructed at the farm is approximately 105 acres and will be located adjacent to Bayou Folsé; map of project site is below (Figure 1).



Figure 1. Property is located south of HWY 1 and west of Thoroughbred Park Dr. in Thibodaux, LA (Lat: 29°45'23.097"N, Long: 90°46'57.842"W). Project includes five units for a total of approximately 105 acres (red polygon).

Project Description

The objective of this project is to improve water quality within the Bayou Folsé watershed as part of the Louisiana Restoration Area Environmental Assessment #4 NRDA Nutrient Reduction Project. This project will include the construction of a wetland unit (approximately 105 acres) that will serve as a “filtering wetland” to improve water quality in Bayou Folsé. Surface water will be pumped from Bayou Folsé into the constructed wetland and held for a period of time to allow sediments to settle out and nutrients to assimilate via natural wetland processes. After the water holding period, water will be slowly released from the units back into Bayou Folsé. The constructed wetland will help filter sediment and nutrients from surface water

and thereby improve water quality within Bayou Folse. Additionally, the constructed unit will provide important wetland habitat for a variety of wetland-dependent wildlife species.

Construction of the wetland unit will include: (1) dirt work for construction of levees, (2) installation of multiple culverts for field drainage and access, (3) installation multiple water control structures (culverts with flashboard risers and stop logs) to control water levels and slowly release water from the unit, and (4) construction of a pump station to pump water from Bayou Folse into the unit. Engineering plan for the constructed wetland is below (Figure 2).

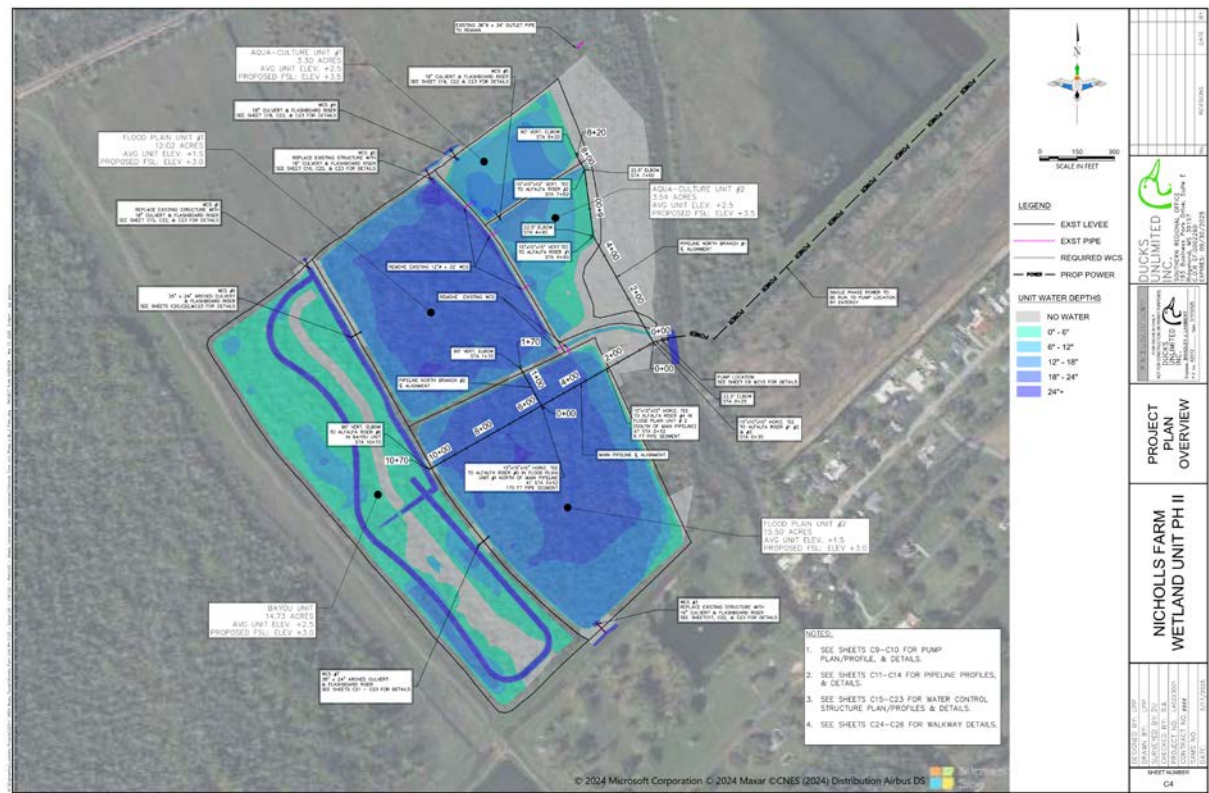


Figure 2. Engineering plan for the constructed wetland at the Nicholls State University farm.

Project Schedule

This project is scheduled for construction in FY 2025 (July 1, 2024 to June 30, 2025). The project will be bid out in the spring of 2025 and construction will probably commence during late spring or early summer of 2025.

Project Funding

Source	Amount
NRCS (N2219CPT00103686)	\$325,000.00 (estimated)

The \$325,000 budget will cover construction contracts and materials needed to complete the project according to the engineering plan (Figure 2).

EXHIBIT B

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). **"Claims Made" form is unacceptable.**
2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage. Exception: Employer's liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers, or 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises

owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

EXHIBIT C

CONSERVATION PRACTICES DESCRIPTIONS

656 – Constructed Wetland

A Constructed Wetland is an artificial wetland ecosystem with hydrophytic vegetation for biological treatment of water. The purpose is to improve surface water quality that is contaminated from agricultural, livestock, or aquaculture activities, storm water runoff, or other water flows. A constructed wetland is typically applied where wetland function can be created or enhanced to provide water quality benefits.

OPERATION AND MAINTENANCE:

- Maintenance of water level in wetland appropriate for vegetation and in accordance with “special considerations” (see below).
- Utilize “stop logs” in outlet structure to ensure slow release of water from the wetland.
- Monitor wetland performance.
- Inspect and maintain inlet and outlet structures.
- Inspect and maintain embankments (levees) of the wetland.
- Control of unwanted rodents or vectors (mosquitoes).
- Vegetation plantings – give priority to native wetland plants that provide wildlife and pollinator benefits and that have potential to improve water quality.
- Utilize hydrologic controls to have dry periods and utilize dry periods to burn, disk or surface disturb every 3 to 5 years to set back succession and control undesirable plants.

Special Considerations:

1. Acres enrolled in program must be irrigated with surface water.
2. No rice cultivation or crawfish harvesting is permitted on acres enrolled in the program.
3. Project partners will develop an operational plan for timing of flooding, depth of flooding, duration of flooding, and release of water.
4. In conjunction with operational plan, project partners will establish a monitoring plan to evaluate the effectiveness of the constructed wetland to improve surface water quality.
5. Adaptive management will be utilized via monitoring results to periodically revise the operational plan.