



DEPARTMENT OF THE ARMY
ST. LOUIS DISTRICT CORPS OF ENGINEERS
1222 SPRUCE STREET
ST. LOUIS, MISSOURI 63103-2833

**Notice of Availability DACW43-9-15-01
For Agricultural purposes at LAKE SHELBYVILLE**

Shelbyville, Illinois

The opening will be held at 1:00 pm, December 8, 2014, at the:

**REAL ESTATE DIVISION
1222 SPRUCE STREET, ROOM 4.206
ST. LOUIS, MISSOURI 63103-2833**

For more information or to request a copy of the NOA please contact

**U.S. ARMY CORPS OF ENGINEERS
ST. LOUIS DISTRICT, REAL ESTATE DIVISION
1222 SPRUCE STREET
ST. LOUIS, MISSOURI 63103-2833
314-331-8180**

For questions on acreage, land, conservation practices, crops, pesticides, etc. contact

**U.S. ARMY CORPS OF ENGINEERS
LAKE SHELBYVILLE PROJECT OFFICE
1989 STATE HWY 16
SHELBYVILLE, ILLINOIS 62565
217-774-3951 Ext: 7049**

NOTE: A Pre-Bid Conference will be held at 8:00 AM, CDT, on November 19, 2014, at the Lake Shelbyville Project Office. All prospective applicants should read the package carefully and attend the scheduled pre-bid conference.

A copy can also be obtained online at: www.mvs.usace.army.mil/re/NOA/html

NOTICE OF AVAILABILITY TO LEASE GOVERNMENT PROPERTY

Lake Shelbyville, Illinois

PAGE 1 OF 10 PAGES

DATED: *November 10, 2014*

NOTICE NO.

DACW43-9-15-01

SEALED APPLICATIONS, IN DUPLICATE,
SUBJECT TO THE CONDITIONS AND TERMS
CONTAINED HEREIN, WILL BE RECEIVED AT
THE OFFICE OF THE DISTRICT ENGINEER,

**US ARMY CORPS OF ENGINEERS
ST. LOUIS DISTRICT
1222 SPRUCE STREET
ATTN: RE-M
ST. LOUIS, MISSOURI 63103-2833**

UNTIL THE TIME OF THE APPLICATION
OPENING AT THE PLACE SET FORTH BELOW:
DATE OF OPENING: *December 8, 2014*

TIME OF OPENING: 1:00 p.m.

PLACE OF OPENING:
US ARMY CORPS OF ENGINEERS
ST. LOUIS DISTRICT
1222 SPRUCE STREET
REAL ESTATE DIVISION, Room 4.206
ST. LOUIS, MISSOURI 63103-2833

ARRANGEMENTS FOR INSPECTION,
SECURING OF INDIVIDUAL TRACT
MAPS, ADDITIONAL COPIES OF
THE NOTICE AND APPLICATION
SHEETS AND ADDITIONAL
INFORMATION MAY BE OBTAINED
AT ANY OF THE BELOW
LISTED OFFICES:

DISTRICT ENGINEER
U.S. ARMY, CORPS OF ENGINEERS
ST. LOUIS DISTRICT
1222 SPRUCE STREET
ATTN: RE-M
ST. LOUIS, MISSOURI 63103-2833

TELEPHONE NO. 314-331-8805

PROJECT MANAGER
U.S. ARMY CORPS OF ENGINEERS
LAKE SHELBYVILLE PROJECT OFFICE
RURAL ROUTE 4, BOX 128B
SHELBYVILLE, ILLINOIS 62565

TELEPHONE NO. 217-774-3951

PROPERTY TO BE LEASED:

NUMBER OF ITEMS: 18
TOTAL ACRES: 265.8 crop acres
TERM: 5 years
BEGINNING: January 1, 2015
ENDING: December 31, 2020

**LAKE SHELBYVILLE, ILLINOIS
INSTRUCTIONS TO APPLICANTS**

1. INSPECTION INFORMATION: Arrangements for an inspection of the lease units are to be made with the Operations Manager, **Lake Shelbyville, 1989 State Hwy, Box 128B, Shelbyville, Illinois 62565**. It is the responsibility of each applicant to inspect the tracts, read the attached lease (including the Land Use Requirements) and discuss any areas of concern with the Operations Manager.

2. DESCRIPTION: See attached maps for description of the property. The maps are believed to be correct, but any error or omission in the description of the property or on the maps shall not constitute any ground or reason for nonperformance of the provisions and conditions of the lease or claim by the lessee for any refund or deductions from the rental. *All acreages stated in this Notice of Availability are approximate. Prospective applicants should verify the actual useable acreage for each lease unit.*

3. PURPOSE OF LEASING: The property may be leased for agricultural purposes.

4. AUTHORITY OF LAW: The authority of law for the granting of this lease is Title 10, United States Code, Section 2667.

5. TERMS and CONDITIONS of LEASING:

a. Form of Lease

(1) The successful applicant will be required to enter into a lease with the United States substantially in accordance with the copy of the lease form attached hereto.

(2) *Each applicant is to sign a TAXPAYER IDENTIFICATION form. Submit the signed pages with your application. Failure to include the required page may cause disqualification.*

(3) If your application is successful, you will receive an award letter and a copy of the lease executed by the United States. In the event the application is unsuccessful, you will be informed by letter.

b. Term. The leases will be for a period of five (5) years, beginning **January 1, 2015, and ending December 31, 2020** as specified on the application sheet.

c. Marking and Sealing Applications. **The Notice of Availability number and application opening time must be plainly marked on the sealed envelope in which applications are submitted.**

Inner Envelope Label

NOTICE NO. DACW43-9-15-01

DATE OF OPENING: December 8, 2014

TIME OF OPENING: 1:00 p.m.

SEALED BID – DO NOT OPEN

**US ARMY CORPS OF ENGINEERS
ST. LOUIS DISTRICT
1222 SPRUCE STREET
REAL ESTATE DIVISION, ROOM 4.206
Attn: Tim Kennedy
ST. LOUIS, MISSOURI 63103-2833**

Outer Envelope Label

Your Return Address

**US ARMY CORPS OF ENGINEERS
ST. LOUIS DISTRICT
1222 SPRUCE STREET
REAL ESTATE DIVISION, ROOM 4.206
Attn: Tim Kennedy
ST. LOUIS, MISSOURI 63103-2833**

d. Combining Lease Units. In the event an application is successful on more than one of the tracts advertised herein, they may be combined in one lease.

e. Late Charges for Overdue Payments.

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of rent. Interest will accrue from the rental due date. An administrative charge to cover the costs of processing and handling each late payment will also be imposed.

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent per annum on any payment, or portion thereof, more than 90 days past due. The penalty shall accrue from the date of delinquency and will continue to accrue until the debt is paid in full.

f. Payments of Rental

The multiple-year lease may provide for the payment of cash rental or in-kind services to the United States. Thereafter, **annually by January 1**, the Lessee shall provide in-kind services for work items approved in lieu of cash rental accomplished by the Lessee for the maintenance, protection, repair, restoration, and improvement of the leased premises as described in the Land Use Requirements attached as Exhibit "B".

g. Reservations and Crop Limitations. Lands comprising the project area were purchased with public funds primarily for flood control purposes. The recreational use of the project lands is also recognized. Utilization of these lands is administered as determined to be in the best interest of the public. It is anticipated that certain areas may be required for operational, recreational or other allocated purposes. In the event that it becomes necessary during a season of the lease to remove and convert all or a portion of the leasehold to another use, an equitable adjustment will be made in the rental in accordance with applicable provisions of the lease.

h. Warranty. The property described herein will be leased subject to the provisions and conditions of the Notice of Availability and the attached lease form. The property is now subject to inspection by prospective applicants. Applicants are expected to inspect the property and form their own conclusions as to its suitability for their purposes. The failure of any applicant to make such inspection will not constitute grounds for any claim for adjustment or for the withdrawal of his application after the time of application opening. Arrangements for such inspection may be made with the Operations Manager, **Lake Shelbyville**. The Government makes no guaranty or warranty, either expressed or implied, with respect to the property.

IT IS TO BE UNDERSTOOD AND AGREED THAT THERE IS NO WARRANTY OF ANY CHARACTER OTHER THAN THAT EXPRESSLY STATED IN THIS NOTICE OF AVAILABILITY.

6. INSTRUCTION to APPLICANTS:

a. Applicants Subject to These Terms. All applications submitted shall be deemed to have been made with full knowledge of all the terms herein contained.

b. Application Format. *Applications are to be signed and submitted on the application form attached hereto, and must be accompanied with the Taxpayer Identification Form, (see 5.a. (2). above) and the required deposit for each application. (see 6f below.)*

c. Execution of Applications. Each application must give a full address and telephone number of the applicant and be signed with his usual signature. Any additional sheets shall be identified with the applicant's name. An application executed by an attorney or agent in behalf of the applicant shall be accompanied by an authenticated copy of the Power of Attorney, or other evidence of authority to act on behalf of the applicant. If the applicant is a corporation, the CORPORATE CERTIFICATE must be executed. If the application is signed by the secretary of the corporation, the Certificate must be executed by some other officer of the corporation under the corporate seal. In lieu of the Corporate Certificate, there may be attached to the application copies of as much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

d. Qualification of Applicants. Applications qualified on an "all or none" basis will not be accepted. Other qualifications on applications which deviate from the terms of the Notice of Availability will be rejected.

e. Additional Information. Additional information required may be obtained from the office of the District Engineer, St. Louis District, Corps of Engineers, Attn: Real Estate Division, 1222 Spruce Street, St. Louis, Missouri 63103-2833, or the office of the Operations Manager, U.S. Army, Corps of Engineers, **Lake Shelbyville, 1989 State Hwy 16, Shelbyville, Illinois 62565.**

7. SUBMISSION of APPLICATIONS: It will be the duty of each applicant to have the application delivered by the time and at the place prescribed in the Notice of Availability. If the application is returned by mail, it is recommended that the application be submitted by Special Delivery or Certified Mail with return receipt for verification of delivery date. If there is any doubt that the mailed application will not arrive at the St. Louis District office on the date and by the time stated in the Notice of Availability, then it should be delivered in person. Applications will be securely kept, unopened. No responsibility will attach for the premature opening of an application not properly addressed and identified.

8. LATE APPLICATIONS, MODIFICATION OR WITHDRAWAL OF LATE APPLICATIONS: The person whose duty it is to open the applications will decide when withdrawal of an application will be considered. Applications may be modified or withdrawn only by written requests received from applicants prior to the time fixed for opening. Negligence in preparing the application confers no right to withdraw the application after it has been opened. *Applications, modifications, or withdrawals received after the time fixed for opening (March 27), and before award is made will be considered if sent by special delivery or certified mail not later than the 7th calendar day prior to the date specified for receipt of applications (March 27)* or if sent by mail and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt by said officer.

9. OPENING of APPLICATIONS: At the time fixed for the opening, application contents will be made public.

10. AWARD of LEASE: Applicants will be chosen based upon the highest bidder and the bidder's willingness to provide the most in-kind services identified in the Land Use Requirements, attached as Exhibit "B", and who is responsive to this Notice of Availability, provided that the applicant is responsible, the application is reasonable, and it is in the interest of the United States to accept it.

11. ACCEPTANCE of APPLICATIONS: All applications will remain open for acceptance or rejection for ten (10) days from the date of opening. Notice of award will be given as soon as practicable to the successful applicant or, to a duly authorized representative, in writing at the address indicated in the application.

12. REJECTION of APPLICATIONS: The right is reserved, as the interests of the Government may require, to reject at any time any and all applications, to waive any informality in applications received, and to accept or reject any items of any application unless such application is qualified by specific limitation.

13. DATA REQUIRED by the PRIVACY ACT of 1974: The personal information requested on the Notice of Availability and the lease document, for the lease of Government real property, as authorized by Title 10, USC, Section 2667, is needed and will be used to complete the lease, in the case of the successful offeror, and to contact all offerors. The lease document, containing the lessee's address, will be made available to members of the public upon request. The furnishing, by the offeror, lessee, of his/her telephone number and/or address is voluntary and will have no effect on their offer.

14. DEFAULT: In the event that the successful applicant fails to comply with the terms of this Notice, the Government may declare the applicant in default and retain the deposit as liquidated damages.

APPLICATION
FOR LEASING UNITED STATES REAL PROPERTY AT
LAKE SHELBYVILLE, ILLINOIS

DATE

TO: District Engineer
 US Army Corps of Engineers
 St. Louis District
 1222 Spruce Street, RE-A
 St. Louis, Missouri 63103-2833

SIR:

The undersigned, in accordance with your Notice for Availability No. **DACW43-9-15-01**, dated **November 10, 2014**, for the leasing of property at Lake Shelbyville, Illinois, and subject to all the conditions and requirements thereof, which, so far as they relate to this application, are made a part of it, proposes to enter into a lease for the property below, and hereby agree(s) to pay the rental and In-Kind Service set out below:

TERM: All items are for crops/hay, beginning January 1, 2015 and ending December 31, 2020;

NOTE: ALL LEASE UNITS ARE SUBJECT TO THE REQUIREMENTS SET FORTH IN THE LAND USE REQUIREMENTS. FOR EACH UNIT BID UPON, ENTER THE ANNUAL RENTAL BID AMOUNT AND THE IN-KIND SERVICES YOU ARE WILLING TO PERFORM.

ITEM NO.	LEASE UNIT	TOTAL ACRES	SPECIAL REQUIREMENTS	In-Kind Service(s) Years 1-5
1.	SHAFFER'S S3,4&10, T11N, R4E	24.9	Land Use Requirements	_____
2.	DENHAM S21, T12N, R5E	23	Land Use Requirements	_____
3.	REES RIDGE S5, T12N, R5E	18.1	Land Use Requirements	_____
4.	REFUGE POINT S1, T12N, R4E	23.5	Land Use Requirements	_____
5.	WILBORN CREEK WEST S15, T13N, R4E	43.7	Land Use Requirements	_____

ITEM NO.	LEASE UNIT	TOTAL ACRES	SPECIAL REQUIREMENTS	In-Kind Service(s) Years 1-5
6.	SOUTH SAND CREEK S19&20, T12N, R5E	10.9	Land Use Requirements	_____
7.	NORTH SAND CREEK S17, T12N, R5E	17.5	Land Use Requirements	_____
8.	WOLF CREEK RD S5, T12N, R5E	24.5	Land Use Requirements	_____
9.	BEAVER LAKE S33, T13N, R5E	9.7	Land Use Requirements	_____
10.	HIDDEN POND S35&36, T13N, R5E	16.8	Land Use Requirements	_____
11.	SOUTH CROOKED BRIDGE S6, T12N, R6E	8.1	Land Use Requirements	_____
12.	NORTH CROOKED BRIDGE S5&6, T12N, R6E	18.5	Land Use Requirements	_____
13.	BAUMGARTNER'S S31, T13N, R6E	6.5	Land Use Requirements	_____
14.	BRUCE EAST S36, T13N, R5E	26.7	Land Use Requirements	_____
15.	BILL HORN S25, T13N, R5E	17.1	Land Use Requirements	_____
16.	KIRKSVILLE ACCESS S30, T13N, R5E	12.9	Land Use Requirements	_____
17.	WEST EDEN STREET S11, T13N, R4E	16.9	Land Use Requirements	_____
18.	WHITLEY CREEK DOVE S31, T12N, R6E	25.1	Land Use Requirement	_____

IN-KIND SERVICES

- (1) Leave ___% of crop standing (minimum 10%)
- (2) Mow existing buffer strips only
- (3) Mow existing buffer strips and bale hay
- (4) Reestablish water ways in leased AG field
- (5) Plant 1 to 3 acres of food plots adjacent to Ag. lease on COE property. This is an annual requirement.
- (6) Plant 3 to 5 acres of food plots adjacent to Ag. lease on COE property. This is an annual requirement.
- (7) Plant wheat along shoreline each fall and leave standing – seed will be at lessees expense
- (8) Mow all clover fields within a 1 mile radius of the Ag. Lease area twice a year.
- (9) Mow around farm ponds within a 1 mile radius of the Ag. Lease area the week prior to Memorial Day and the week prior to Labor Day.
- (10) Mow Native Warm Season Grass (NWSG) buffer strips every other year
- (11) Remove ___ acres of brush/trees within a 1 mile radius of the ag lease as directed by the USCOE

- (12) Establish __% of existing row crop field to hay field in COE approved cool or warm season grass/legume mix.
- (13) Convert existing fescue field borders to an approved cool season grass/legume mixture.

Enclosed are separate money orders or checks, payable to Finance and Accounting Officer, U.S. Army Corps of Engineers, totaling \$_____ to cover the required deposit, which is full payment for each rental amount of up to and including \$1,000.00 and/or not less than ten percent (10%) deposit for each rental amount over \$1,000.00.

I (we) make this application with full knowledge of all the conditions and requirements herein-before set forth, and if this offer is accepted, I (we) agree to promptly execute an appropriate lease, which I (we) understand you will furnish me (us), and return all copies of the same to your office within ten (10) days from the date it is delivered to me (us). If I (we) fail or refuse to execute and return said lease as aforesaid, the Government may declare this application in default and deposit submitted within support hereof will be retained by the United States as liquidated damages.

(Applications must be signed and returned)

Printed Name

Signature

Street Address

City, State and Zip Code

Date **Telephone No.**

Note: If applying as a partnership, the names of the firm or partnership must appear above the signature. The application must then be signed by all of the partners or the application may be signed by any one of the partners as one of the firm, provided the names and addresses of all of the partners are listed on this application.

CORPORATE CERTIFICATE

I, _____, certify that I am the _____ of the Corporation named as applicant herein; that _____ of said Corporation; who signed said application on behalf of the Corporation, was known to me and was then _____ of the Corporation. I further certify that said officer was acting within the scope of the powers delegated to this officer by the governing body of the Corporation in executing this instrument.

SEAL

(signature/title)

TAXPAYER IDENTIFICATION NUMBER
Lake Shelbyville, Illinois

This Taxpayer Identification Sheet contains information subject to the Privacy Act of 1974 as amended.

ACCESS TO SOCIAL SECURITY NUMBERS- Notwithstanding section 552a of title 5, United States Code, creditor agencies to which a delinquent claim is owed, and their agents, may match their debtor records with the Social Security Administration records to verify name, name control, Social Security number, address, and date of birth.

Reference 31 U.S.C. § 7701 (c) each person doing business with a Federal agency must furnish to that agency such person's taxpayer identifying number and Section 4 of the Debt Collection Act of 1982 (Public Law 97-365, 96 Stat. 1749, 26 U.S.C. 6103 note).

As required by law, please provide your "taxpayer identification number" in the space below. For individuals, this number is most likely your social security number. Corporations and other entities should also have a tax I.D. number.

Your are hereby notified that this taxpayer identification number will be used for purposes of collecting and reporting on any delinquent amounts arising out of your relationship with the Army. Should delinquent amounts have to be written off; the number will be used to generate an IRS Form 1099-C reporting this as income to you. In addition, should this office pay money to you that are considered income, the number will be used to generate an applicable IRS Form 1099.

This office may not conduct business with you unless such number is provided.

Taxpayer identification number: _____

Signature: _____

Printed name: _____

(Must be signed and returned)