



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

**NOTICE OF AVAILABILITY  
TO LEASE GOVERNMENT PROPERTY  
Located at LAKE SHELBYVILLE, ILLINOIS  
for Agricultural Purposes Only**

NOTICE NO. DACW43-9-20-017  
DATED: February 10, 2020

**BID OPENING WILL BE CONDUCTED**

**DATE:** March 12, 2020

**TIME:** 2:00pm

**LOCATION:**

**U.S. ARMY CORPS OF ENGINEERS  
ST. LOUIS DISTRICT, REAL ESTATE  
1222 SPRUCE STREET  
ST. LOUIS, MISSOURI 63103  
314-331-8157**

**NOTE:** A Pre-Bid Conference will be held on **Wednesday, February 21, 2020, at 9:00 AM,**  
**at the Lake Shelbyville Project Office.** All prospective applicants should read the package  
carefully and attend the scheduled pre- bid conference.

**Property to be leased:**

Number of Items: **16**

Usable Acres: **288.0 acres**

Term: **4 years, 9 months, and 15 days**

Beginning: **March 16, 2020**

Ending: **December 31, 2024**

**\*\*See attached application for details**

**A copy can also be obtained online at: <http://www.mvs.usace.army.mil/Missions/Real-Estate/NOA/>**

**NOTICE OF AVAILABILITY**  
**For Leasing Property of the United States**  
**Lake Shelbyville, Illinois**

Sealed applications, subject to the conditions and terms contained herein, will be received at the Office of the Real Estate Contracting Officer: U.S. Army Corps of Engineers St Louis District, 1222 Spruce Street, St Louis, MO 63103, until March 11<sup>th</sup>, 2020.

1. **INSPECTION INFORMATION:** Arrangements for an inspection of the lease units are to be made with the Project Manager, **Lake Shelbyville, 1989 State Highway, Box 128B, Shelbyville, Illinois 62565**. It is the responsibility of each applicant to inspect the lease areas, 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, **EXHIBIT "B"**. 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, and 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. The lease will be subject to any existing easements for electric power transmission lines, telephone or telegraph lines, water, gas, gasoline, oil, or sewer pipelines, or other facilities located on the property covered by said lease.

2. Maintenance requirements contained therein are an integral part of the consideration for the tract and failure to accomplish required maintenance could result in revocation of the lease for noncompliance

3. 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.

4. 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 and your un-cashed check or money order will be returned.

**b. Term.** The leases will be for a period of four (4) years, nine (9) months, and fifteen (15) days, beginning **March 16, 2020 and ending December 31, 2024**, as specified on the application sheet. The period of March 16<sup>th</sup>, 2020 to December 31<sup>st</sup>, 2020 will be considered the first year of the lease.

**c. 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.

**d. Payments of Rental.** The lease will provide in-kind services in lieu of the payment of cash rental to the United States. All in-kind services must be completed within the thirty (30) day period after notification has been received. If all requested services are not completed by 1 January of the following calendar year, cash rental must be provided as rental.

**e. In-kind services for work items in lieu of Cash Rental:** The one (1) year lease 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 "A."** Performance of in-kind services is considered payment of fair market value rental. The lease may be terminated if the Lessee does not comply with the terms and conditions of, or is in default under the Land Use Requirements. Failure to comply with the Land Use Requirements will also be considered non-payment of consideration. The Lessee will owe fair market value cash rental if the agreed in-kind services are not performed or with failure to comply with the Land Use Requirements.

**f. Deposit Required for Term Rental.** No application will be considered unless it is accompanied with a separate deposit for each application. The required deposit is to be equal to but not less than ten (10) percent of the annual rental services offered for each application, in order to guarantee that the applicant will enter into a written lease and pay the balance with the required in-kind services. Such deposit must be in the form of a check or money order, payable to the U.S. Army Corps of Engineers, St Louis District. In the event of default by the successful lease applicant, that applicant's deposit may be applied by the Government to any Government loss, cost and expense occasioned thereby, including any incurred in leasing the property and any difference between the rent for another lease, if the latter amount is less. The applicant is liable for the full amount of damages sustained by the Government because of his default; such liability is not limited to the amount of the applicant's deposit. Deposits of unsuccessful lease applicants will be returned, without interest, as promptly as possible after rejection.

**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 at Lake Shelbyville. The Government makes no guaranty or warranty, either expressed or implied, with respect to the property.

**i. Award of Lease.** Leases will be awarded to the highest bidder 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. Identical offers will be decided by drawing lots. An award letter, along with a copy of the lease to be signed and returned by the Lessee, will be sent to the winning applicant.

**j. Acceptance of Applications.** All applications will remain open for acceptance or rejection for three (3) 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.

**k. 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.

## **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. Respondents are expected to inspect the property and form their own conclusions as to its suitability for the stated purposes.

**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 and the required deposit for each application.

**c. 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.

**d. Submission of Applicants.** 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 this 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. Mailed bids must be received by 2:00 pm, March 12<sup>th</sup>, 2020.

**e. 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 To: REAL ESTATE DIVISION**

<p><b>NOTICE NO. DACW43-9-20-017</b>  <b>DATE OF OPENING: March 12<sup>th</sup>, 2020</b>  <b>TIME OF OPENING: 2:00 pm</b></p>	<p><b><u>SEALED BID – DO NOT OPEN</u></b></p> <p><b>U.S. ARMY CORPS OF ENGINEERS  ST. LOUIS DISTRICT  1222 SPRUCE STREET  REAL ESTATE DIVISION, ROOM 4.302  ST. LOUIS, MISSOURI 63103-2833</b></p>
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**Outer Envelope Label To: REAL ESTATE DIVISION**

<p><i>Your Return Address</i></p>	<p><b>U.S. ARMY CORPS OF ENGINEERS  ST. LOUIS DISTRICT  1222 SPRUCE STREET  REAL ESTATE DIVISION, ROOM 4.302  ST. LOUIS, MISSOURI 63103-2833</b></p>
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**f. 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.

**g. Application Modifications, Withdrawals, or 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, 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 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.

**h. Opening of Applications.** At the time fixed for the opening, applications contents will be made public. Applicant Social Security numbers or Tax Identification numbers will not be made public.

**i. Default.** In the event that the successful responder fails to enter into a lease within thirty (30) days after receipt of Government notification that his/her offer has been accepted and receipt of a draft lease for execution, or 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. The applicant may also be placed on the no-bid list which would preclude them from bidding on Lease Units in the future.

**j. Additional Information.** Arrangements for inspection, individual tract maps, and additional copies of the notice, application sheets, or other additional information may be obtained from the office of the Operations Manager, U.S. Army, Corps of Engineers, **RURAL ROUTE 4, BOX 128B, SHELBYVILLE, ILLINOIS 62565**

**k. Attendance to Bid Openings and Pre-bid Meetings.** If you plan to personally attend the bid opening, please be aware that proper identification will be required to access to the Robert A. Young Building. All attendees possessing adequate identification must be escorted to the bid opening room by an employee of the team. Please call 314-331-8166 for an escort to the bidding room at the Robert A Young Building. The bid opening doors will close at 2:00 p.m.

**7. 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.

**APPLICATION FORM**  
**FOR LEASING PROPERTY OWNED BY THE UNITED STATES**  
**Lake Shelbyville, Illinois**

**TO:**  
**Real Estate Contracting Officer**  
**St Louis District Office**  
**1222 Spruce Street**  
**St Louis, MO 63103**

**DATE:** \_\_\_\_\_

**Dear Miss/Sir:**

The undersigned, in accordance with the Notice for Availability, Number **DACW43-9-20-017**, dated **February 10<sup>th</sup>, 2020**, 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 in the form of In-Kind Services set out below:

**TERM:** All items are for crop/hay, beginning **March 16, 2020** and ending **December 31, 2024**

**DEPOSIT:** 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 not less than ten percent (10%) of the value of the in-kind services I can perform.

**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



**IN-KIND SERVICES: Bidders must identify item(s) they wish to perform.**

Bid the monetary amount of in-kind services you are willing to provide per acre per year:

\$ \_\_\_\_\_/acre/year

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.

ITEM NO.	LEASE UNIT	TOTAL ACRES	SPECIAL REQUIREMENTS	IN-KIND SERVICES YEARS 1-5
1	Mccabe's S3, T11N, R4E	25.1	Land Use Requirements _____	
2	Denham S21, T11N, R4E	23	Land Use Requirements _____	
3	Ree's Ridge S6, T12N, R5E	18.1	Land Use Requirements _____	
4	Refuge Point S1, T12N, R4E	23.5	Land Use Requirements _____	
5	South Sand Creek S19&S20, T12N, R5E	10.9	Land Use Requirements _____ Shall be Dove Field Schedule F	
6	North Sand Creek S17, T12N, R5E	17.5	Land Use Requirements _____	
7	Wolf Creek Rd S5, T12N, R5E	24.5	Land Use Requirements _____	
8	Beaver Lake S33, T13N, R5E	9.7	Land Use Requirements _____	
9	Hidden Pond S35&36, T13N, R5E	16.8	Land Use Requirements _____	
10	South Crooked Bridge S6, T12N, R6E	8.1	Land Use Requirements _____	

<b>11</b>	North Crooked Bridge S5&6, T12N, R6E	18.5	Land Use Requirements_____
<b>12</b>	Baumgartner's S31, T13N, R6E	6.5	Land Use Requirements_____
<b>13</b>	Bruce East S36, T13N, R5E	26.7	Land Use Requirements_____
<b>14</b>	Bill Horn S23, T13N, R5E	17.1	Land Use Requirements_____
<b>15</b>	West Eden Street S11, T13N, R4E	16.9	Land Use Requirements_____
<b>16</b>	Whitley Creek Dove S31, T12N, R6E	25.1	Land Use Requirements_____ Shall be Dove Field Schedule F

**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 lessee's 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. Schedule D or Schedule H hay lease considered as leaving 100% crop

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, \_\_\_\_\_ (Name), certify that I am the  
\_\_\_\_\_ (Title) 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.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Corporate Secretary or  
Appropriate Officer**

(AFFIX CORPORATE SEAL)

**TAXPAYER IDENTIFICATION NUMBER**

**NAME:**

**LEASE NO:**

**PROJECT: 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 is 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 (SSN):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed name:** \_\_\_\_\_

(Failure to fill out the blanks will nullify the bid)

**LAKE SHELBYVILLE, ILLINOIS  
LAND USE REQUIREMENTS  
EXHIBIT "A"  
GENERAL REQUIREMENTS**

**1. General:**

a. The Government, in striving to manage and protect environmental features on project lands has developed the following Land Use Requirements. These requirements incorporate concepts of good land management and wildlife protection to promote sustained benefits to users of project lands.

b. The Lessee agrees to furnish all equipment and labor and to conduct all farming operations in accordance with the lease, and the land use practices set forth herein. All operations shall be accomplished in a timely manner without further notice and at no expense to the Government unless otherwise provided.

c. The Lessee agrees to conduct all farming operations in accordance with the land use practices set forth herein and in accordance with the crop rotation plan attached hereto and made a part hereof; provided, however, that the crop rotation plan may be modified by the Operations Manager upon application of the lessee, in the event of crop failure, or other unusual circumstances warranting such modification. Approval of requested modifications will be dependent on the requirements of the Lake Shelbyville Project and the Food Security Act of 1985.

**2. Leases issued as a result of this NOA will contain the following conditions:**

a. The Lake Shelbyville Project Office will be notified prior to the start of any farming operations.

b. The Lessee shall be required to adhere to the following crop rotation schedules, as indicated in the descriptions of items for lease:

SCHEDULE A	SCHEDULE B	SCHEDULE C	SCHEDULE D
2020 - Soybeans	2020 - Corn	2020 - Soybeans	2020 - Oats
2021 - Corn	2021 - Soybeans	2021 - Wheat	2021 - 2 cutting hay
2022 - Soybeans	2022 - Corn	2022 - Corn	2022 - 2 cutting hay
2023 - Corn	2023 - Soybeans	2023 - Soybeans	2023 - 2 cutting hay
2024 - Soybeans	2024 - Corn	2024 - Corn	2024 - 2 cutting hay
SCHEDULE E	SCHEDULE F	SCHEDULE G	SCHEDULE H
2020 - Wheat	2020 - Corn/soybeans	2020 - Dove field	2020 - Soybeans/Nurse Crop
2021 - Corn	2021 - Dove field	2021 - Corn/soybeans	2021- 2 Cutting hay
2022 - Beans	2022 - Corn/soybeans	2022 - Dove field	2022 - 2 cutting hay
2023 - Wheat	2023 - Dove field	2023 - Corn or soybeans	2023 - 2 cutting hay
2024 - Corn	2024 - Corn/ soybeans	2024 - Dove field	2024 - 2 cutting hay

**c.** The hay leases shall be planted with legumes/grasses over-seeded or drilled into a wheat nurse crop or any other appropriate method of establishment during the established time frame. Legumes/grasses approved for planting include: clover, rye, alfalfa, timothy, red top; singly or in combination. Legumes/grasses will be seeded at the rate of twelve to twenty pounds per acre. Lessee may harvest one cutting of hay during 2020 and two cuttings of hay per year thereafter, between the dates of June 15 and September 1 each year the lease is in effect. All hay bales shall be removed from the leased area as soon as possible after baling (30 days maximum).

**d.** A 30-foot wide buffer strip will be left around the edge of all fields over five acres in size and on both sides of any fence row, ditch, or vegetation strips, etc., which extends into the field. Buffer strips will be identified in the field, if requested by the lessee, by staking by Lake Shelbyville personnel; or if the Project Office decides staking is necessary to prevent over cropping. The buffer strips will not be disturbed by tillage, turning, travel or handling of pesticides, herbicides, fuel, oil, etc. The Lessee will mow all fescue buffer strips once each year between July 15 and September 1 and may be baled for hay by the Lessee if so desired. Any buffers converted to warm season grasses will not be mowed.

**e.** The Lessee will furnish and apply the following:

**1.** During the first year of the lease, the Lessee will have a soil test performed on all crop and hay fields at their expense. A copy will be provided to the Operations Manager or his representative. Flood prone lands as designated by the Operations Manager are not subject to this provision. The specified amount of fertilizer will be applied each year the lease is in effect. The Operations Manager will be notified at least 24 hours prior to the application of fertilizer in order that inspection may be scheduled. Weight receipts for fertilizer, for each individual field, will be provided to the Lake Shelbyville Project Office within two (2) weeks after each application has been completed. The Lessee may inspect lease maps that are available for your information prior to bidding at the Lake Shelbyville Project Office. Any existing buffer strips around the perimeter of lease fields are excluded from the above fertilizer requirements, and are so reflected in the acreages given for each parcel.

**2.** With prior written approval of the Operations Manager, the Lessee may furnish and apply all lime required to build and maintain the soil to levels specified by the soil test. The Operations Manager or his representative will be notified at least 24 hours prior to the application of lime so that inspection of the work may be scheduled. Weight receipts for lime will be provided to the Government within two (2) weeks after application has been completed.

**f.** Five (5%) percent of the featured crop in each unit will be left standing, unharvested, each year as directed by the Project Office. The Lessee must contact the Project Office at least one week prior to harvest for directions on where to leave the 5%. The entire wheat crop or hay crop on the first cutting shall be available for harvest. For

the second cutting of the hay crop a 30 foot field border shall be left standing. During the year(s) in which corn is planted, it may be conventionally harvested as mature corn, or chopped for silage.

g. All 16 of the lease units being advertised contain the 11 in-kind services listed below. Please note: Applicants will be chosen based upon the highest bidder and the bidder's willingness to provide the most in-kind services identified in this Land Use Requirement. All applicants shall provide in-kind services that applicant selected from the list below with your initial bid offer.

1. Leave \_\_\_% of crop standing (minimum of 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. Schedule D or Schedule H considered as leaving 100% of crop

h. There will be no fall plowing.

i. Any chemicals utilized by the Lessee on the lease area must be coordinated with and have prior approval of the Operations Manager before application is made. **The Lessee will submit a pre-use form, APPENDIX “A”, by pre-work conference of each year of all pesticides that maybe used on the lease area in the following year. Note: Each pesticide use request must have the following information attached to pre-use request and must have the following attached to pre-use form: photocopies of pesticide applicator’s license, material safety data sheet (MSDS) and manufacturer’s label. Note: In the first year of the lease this list must be submitted at the pre-work conference.** Chemicals without proper label clearance will not be permitted for use. Receipts for chemicals will be turned into the Lake Shelbyville Project Office within two (2) weeks after application has been completed. Lessee must fill out a pesticide report for each type of chemical used if the Lessee has more than one lease, a separate report must be filled out for each lease. The report will be turned into the Lake Shelbyville Project Office within two (2) weeks after the application of the pesticides has been completed. The following information is to be included: Pesticide trade name, EPA class, EPA registration number, the target



pest, location where applied (Lake Shelbyville), the total estimated amount used (gallons) and the total estimated acreage. The report to be used is included in **APPENDIX "B."**

Prior to application of any chemical, the Lessee will contact the Operations Manager. The lessee, accompanied by the Operations Manager or his representative, will inspect the area. If chemical treatment is needed, the lessee and Operations Manager will discuss the chemicals to be used, the rate, and method of application. Prior to the day of application of the chemicals, the lessee will contact the Operations Manager who will have the option of being present when the chemical is mixed and applied.

**j.** All crop residue and grain lost during harvesting operations will be left in the field, except for the winter wheat rotation.

**k.** No livestock will be permitted on leased sites.

**l.** There will be no plowing, disking or other soil disturbance to any existing man-made waterway. Each existing grass waterway within the leased area will be mowed when the buffer strips are mowed between July 15 and September 1.

**m.** Access to all fields is the responsibility of the respective Lessees if public access is not available. Access across public lands will be by routes designated by the Operations Manager or his authorized representative. Repair, improvement or widening of existing agricultural-lease access roads or trails will be reported to and coordinated with the Operations Manager prior to initiating any such work. Field access roadways will not be widened by the Lake Shelbyville Project Office beyond their existing widths at the time of bid acceptance.

**n.** Any foreign materials generated by this lease, such as seed and fertilizer bags, herbicide containers, etc., will be removed immediately from leased property. All farming equipment will be promptly removed after farming operations are completed, each year.

**o.** All farming operations, both tillage and fertilization will be in accordance with accepted soil conservation practices to prevent excessive soil erosion, compaction or rutting.

**p.** All leased areas are available for public use for hunting and/fishing. In the event problems occur due to public use of the leased area, the lessee will contact the Operations Manager to arrive at a mutually agreeable solution.

**q.** Any violation of the lease terms or use of the leased area for other than purposes authorized by the lease agreement may result in revocation of the lease.

**r.** Government keys issued to the Lessee will be turned in when the lease

agreement has expired to the Government's key control officer. If any key(s) are lost and/or not returned, a fee of \$500.00 will be assessed to the lessee. The Contractor shall NOT reproduce keys. Key control officer may inventory keys at any time.

s. Ag lease Items 5 and 16 require a dove field rotation every other year. USACE will supply seed, fertilizer, and chemical. The Lessee will **furnish all labor** to establish the field. This will include any field preparation, pre and post emergent application and planting. If straight sunflowers are planted the post emergent application must be applied at the 2-8 leaf stage.

All of the seed, fertilizer, and chemical must be purchased in advance by USACE. If the Lessee fails to establish the dove field by May 10, a third party will be hired by USACE and the Ag. Lessee will be billed for the cost of establishment.

t. A quality food plot is expected and the following requirements must be met. All food plot seed, fertilizer, and chemical will be purchased by the Lessee. Wild game sorghum will be used in any food plots less than 1 acre in size. Roundup Ready Corn, soybeans, or wild game sorghum may be used in any food plot over 1 acre in size. Contractor will apply chemical herbicide(s) to all food plots for control of both broadleaves and grasses common to the Lake Shelbyville area. Fertilizer in the following quantities and analysis or their equivalent will be applied to all wildlife food plots in between disking's:

46-0-0 - 150 lbs. per acre  
0-46-0 - 125 lbs. per acre  
0-0-60 - 80 lbs. per acre

Failure to plant or provide a quality food plot will result in a 1:1 loss of the Lessee's harvestable crop above and beyond the agreed upon percentage left standing. For an example: If the Lessee has agreed to plant 3 acres of food plots for in-kind services and the fields are either not planted or fail due to neglect (failure to fertilize, spray, improper planting depths, etc.) then 3 additional acres will be left standing in the Lessee's harvestable ag field. The USACE expects the in-kind food plots to look like the Lessee harvestable crop fields.

**3. Restoration of Field Accesses:** When the Operations Manager has determined that access to a leased area has deteriorated to a point it hinders the lessee from entering the leasehold, the Lessee may be required to restore that portion of the access within the leased area. In-kind services may be available if written approval is obtained from the Operations Manager prior to starting. The written approval must be signed by the Operations Manager and agreed to by the Lessee and shall include the location of the access indicated on a map, details as to what restoration is to be done and the materials required. The written approval must be submitted with the request for in-kind services in accordance with paragraph 5 below.

**4. Additional Maintenance, Repair, Protection and Restoration:** When it is determined to be in the interest of the Government to carry out additional work

requirements including, but not limited to, soil and water conservation, fertilizer applications, and wildlife habitat improvements, the Lessee may be reimbursed for a portion of the costs of the in-kind services in lieu of cash rental to the Government as provided in the lease. Prior to proceeding with the work, any such agreement will be reduced to writing in the form of a supplemental agreement to the lease, unless otherwise provided for in these requirements. Detailed cost estimates for the work to be performed must be included in the supplemental agreement. **Generally the Lessee will furnish labor, equipment and materials and will be reimbursed through in-kind services for cost approved by the Operations Manager as stated in paragraph 5 below.**

**5. Procedures for In-Kind Services to Insure Credit for Work Performed:**

- a. The Lessee must obtain written approval from the Operations Manager prior to starting any in-kind services. The written approval must be signed by the Operations Manager and agreed to by the Lessee.
- b. The Lessee shall perform the applicable work requirements in accordance with the provisions and schedules set forth, and when completed, the Lessee shall submit a request to the Operations Manager for the in-kind services due under said provisions. The request shall include a statement prepared and signed by the Lessee of the work performed, including an itemized list of the materials used and incorporated. The request shall be accompanied by a set of original invoices, which have been marked "paid" and signed by the vendor, to cover all materials and services. **The request must also include a copy of the written approval signed by the Operations Manager authorizing the work performed.** All discrepancies between the invoices and the itemized list, such as minor non-returnable materials, left over and returned items must be explained.
- c. The request for in-kind services along with the receipted original invoices must be submitted within 30 days after completion of the work to facilitate inspection by project personnel. Requests for in-kind services submitted to the Operations Manager more than 30 days after the completion of the work must be accompanied by a statement explaining the delay. The Operations Manager must sign the statement attesting to the validity of the delay. If such a statement does not accompany the late request for in-kind services, it will be returned unprocessed. The Operations Manager or his representative will verify that the work is satisfactory and then forward the request to the Real Estate Division recommending that in-kind services be approved.
- d. The Lessee must comply with the terms and conditions of the in-kind services identified in the Land Use Requirements. This lease may be terminated if the Lessee fails to comply with the terms and conditions of, or is in default under the Land Use Requirements. Failure to comply with the Land Use Requirements will also be considered non-payment of consideration. In-kind services requested

must be completed satisfactorily or cash payment will be required.

**6. Land Use Requirements Violations:** In the event the lessee violates one or more of the Land Use Requirements contained herein the Lessee will pay the Government upon demand \$100 administrative costs plus actual cost, in satisfaction of liquidated damages, an amount to be documented by the said officer and a bill for same will be presented to the Lessee.

## BID ITEMS

Shelby County, Lake Shelbyville, Illinois – Note that Pond Mowing, Clover mowing and Food Plots are the acres located within 1 mile of the Ag Lease.

Item #	Description of Lease Fields	Approximate Acreage	Pond Mowing	Clover Mowing	Food Plots	In Kind Options Available
1	MCCABE'S, part of Tracts 139, and 146, approx. 2.5 miles East of Shelbyville, in Section 3, T11N, R4E. No Public Access. Approx. 22.9 tillable acres, 2.2 acres buffer strips. <b>Public access is not available.</b>	25.1		2.6	1	1, 2, 3, 5, & 8
2	DENHAM'S, part of Tract 528 and 529, approx. 5 miles NW of Windsor, Sec. 21, T12N, R5E. Approx. 17.1 tillable acres, 5.9 acres buffer strips.	23				1, 2, 3 & 4
3	REES RIDGE, part of Tracts 650, 651 and 652 approx. 7 miles NW of Windsor, in Section 5, T12N, 5RE. Public access is available. Total acreage includes 10.1 tillable acres, 8.0 acres buffer strips.	18.1	0.5	1.5	1.25	1, 2, 3, 5, 8 & 9
4	REFUGE POINT, part of Tracts 625, 626, & 627, approx. 3 miles E of Findlay, in Section 1, T12N, R4E. <b>Public access is not available.</b> Total acreage includes 14.7 tillable acres, 8.8 acres buffer strips.	23.5		1.0	5.0	1, 2, 3, 5, 6, 7 & 8

5	*SOUTH SAND CREEK, part of Tract 501, approx. 6 miles NW of Windsor, in Sections 19 and 20, T12N, R5E. Public access is available. Approx. 5.5 tillable acres, 5.4 acres buffer strips. *Requires crop rotation schedule F.	10.9	0.7	0.7		1, 2, 3, 8 & 9
6	NORTH SAND CREEK, part of Tracts 524 and 525, approx. 5 miles NW of Windsor, in Section 17, T12N, R5E. Public access is available. Approx. 14.8 tillable acres, 2.7 acres buffer strips.	17.5		0.4	0.7	1, 2, 3, 5, 8 & 10
7	WOLF CREEK ROAD, approx ½ mile east of Wolf Creek State Park in Section 5, T12 N, R5E. Public access is available. Approx. 17.7 tillable, 6.9 buffer stripes.	24.5		1.7	1	1, 2, 3, 5 & 8

Moultrie County, Lake Shelbyville, Illinois - Note that Pond Mowing, Clover mowing and Food Plots are the acres located within 1 mile of the Ag Lease.

Item #	Description of Lease Fields	Approximate Acreage	Pond Mowing	Clover Mowing	Food Plots	In Kind Options Available
8	BEAVER LAKE, part of Tract 1178, approx. 3 miles Southeast of Kirksville, in Section 33, T13N, R5E. Public access is available. Approx. 7.5 tillable acres, 2.2 acres buffer strips.	9.7	.25	5.0	1.8	1, 2, 3 & 8
9	HIDDEN POND, part of Tracts 1274 and 1285. Approx. 0.5 miles NW of Bruce in Sections 35 and 36, T13N, R5E. Public access is available. Approx. 12.0 tillable acres, 4.8 acres buffer strips.	16.8	1.5	3.2	7.0	1, 2, 3, 5 6, 8 & 9
10	SOUTH CROOKED BRIDGE, part of Tracts 731-1, approx. 2 miles SE of Bruce in Section 6, T12N, R6E. Public access is available. Approx. 7.6 tillable acres. 0.5 acres buffer strips.	8.1	1.7	1.2	2.0	1, 2, 3, 5, 8 & 9
11	NORTH CROOKED BRIDGE (WHITLEY BOTTOMS & MESSMORES). Part of Tracts 727, 729, 731-1 and 802. Approx. 2 miles SE of Bruce in Sections 5 and 6, T12N, R6E. Public access is available. Approx. 17.6 tillable acres. 0.9 buffer strips.	18.5			5.0	1, 5 & 6

12	BAUMGARTNER'S, part of Tract 1261, approx. 1 mile NE of Bruce, in Section 31, T13N, R6E. <b>No Public Access.</b> Approx. 5.3 tillable acres, 1.2 acres buffer strips.	6.5				1, 2 & 3
13	BRUCE EAST, part of Tracts 1265, 1267, 1273, approx. 2 miles NE of Bruce, in Section 36, T13, N5E. Public access is available. Approx. 20.4 tillable acres, 8 acres buffer strips.	26.7				1, 2 & 3

Moultrie County, Lake Shelbyville, Illinois Public access is available.

Item #	Description of Lease Fields	Approximate Acreage	Pond Mowing	Clover Mowing	Food Plots	In Kind Options Available
14	BILL HORN, part of Tract 1217, approx. 3.5 miles SE of Sullivan, in Section 25, T13N, R5E. <b>No Public Access.</b> Total acreage includes 12.7 tillable acres, 4.4 acres buffer strips.	17.1		0.5	2.0	1, 2, 3, 5 & 8
15	WEST EDEN STREET, part of Tracts 1426, 1427, & 1428, approx. 4 miles NW of Kirksville, in Section 11, T13N, R4E. Public access is available. Approx. 16.9 tillable acres. No buffer strips.	16.9				1
16	*WHITLEY CREEK DOVE, part of tracts 1253 & 1260, approx. 2 miles E of Bruce, in Section 31, T12N, R6E. Public access is available. Total acreage includes 18.3 tillable acres, 6.8 acres buffer strips. *Requires crop rotation schedule F.	25.1				1 & 10



## APPENDIX "A"

### U. S. ARMY CORPS OF ENGINEERS ST. LOUIS LAKE SHELBYVILLE CHEMICAL USAGE WORK SHEET

#### PRE-USE PESTICIDE APPLICATION FORM

CONTRACT / LEASE NO. DACW43-\_\_\_\_\_ TRACT NO. \_\_\_\_\_

CONTRACTOR/LESSEE \_\_\_\_\_

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

City: \_\_\_\_\_ ST \_\_\_\_\_

Phone \_\_\_\_\_

APPLICATOR'S NAME \_\_\_\_\_ STATE LICENSE NO. \_\_\_\_\_

Address: \_\_\_\_\_ Category Title: \_\_\_\_\_

City: \_\_\_\_\_ ST \_\_\_\_\_ Date of Expiration: \_\_\_\_\_

Phone: \_\_\_\_\_

TARGET PEST \_\_\_\_\_

DESCRIPTION OF TREATED AREA \_\_\_\_\_

PESTICIDES (TRADE NAME) \_\_\_\_\_

FORM APPLIED \_\_\_\_\_

ACTIVE INGREDIENTS \_\_\_\_\_

EPA REGISTRATION \_\_\_\_\_ EPA CLASSIFICATION \_\_\_\_\_  
(SINGLE WORD)

ADDITIONAL REMARKS \_\_\_\_\_

DISAPPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Operations Manager

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Operations Manager

**\*Pesticides must be approved by the Lake Shelbyville Project Office before pesticides are applied.**

**APPENDIX "B"**  
**ANNUAL PEST CONTROL PLAN**

**ANTICIPATED USAGE  
REPORT**

**FIELD OFFICE:** \_\_\_\_\_

**CALENDAR YEAR:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ACTUAL USAGE  
REPORT**

**DISTRICT:** \_\_\_\_\_

**PAGE:** \_\_\_\_\_

=====

**PESTICIDE TRADE  
NAME:**

**EPA CLASS:**

**EPA REGISTRATION NO:**

\_\_\_\_\_  
\_\_\_\_\_  
**TARGET  
PEST:**

**LOCATION**

**DESCRIPTION:**

**TOTAL ESTIMATED  
QUANTITY:**

\_\_\_\_\_  
**TOTAL ESTIMATED  
ACREAGE:**

=====

**PESTICIDE TRADE  
NAME:**

**EPA CLASS:**

**EPA REGISTRATION NO:**

\_\_\_\_\_  
\_\_\_\_\_  
**TARGET PEST:**

**LOCATION**

**DESCRIPTION:**

**TOTAL ESTIMATED  
QUANTITY:**

\_\_\_\_\_  
**TOTAL ESTIMATED  
ACREAGE:**

=====

**PESTICIDE TRADE  
NAME:**

**EPA CLASS:**

**EPA REGISTRATION NO:**

\_\_\_\_\_  
\_\_\_\_\_  
**TARGET PEST:**

**LOCATION**

**DESCRIPTION:**

**TOTAL ESTIMATED  
QUANTITY:**

\_\_\_\_\_  
**TOTAL ESTIMATED  
ACREAGE:**

=====

**PESTICIDE TRADE  
NAME:**

**EPA CLASS:**

**EPA REGISTRATION NO:**

\_\_\_\_\_  
\_\_\_\_\_  
**TARGET PEST:**

**LOCATION**

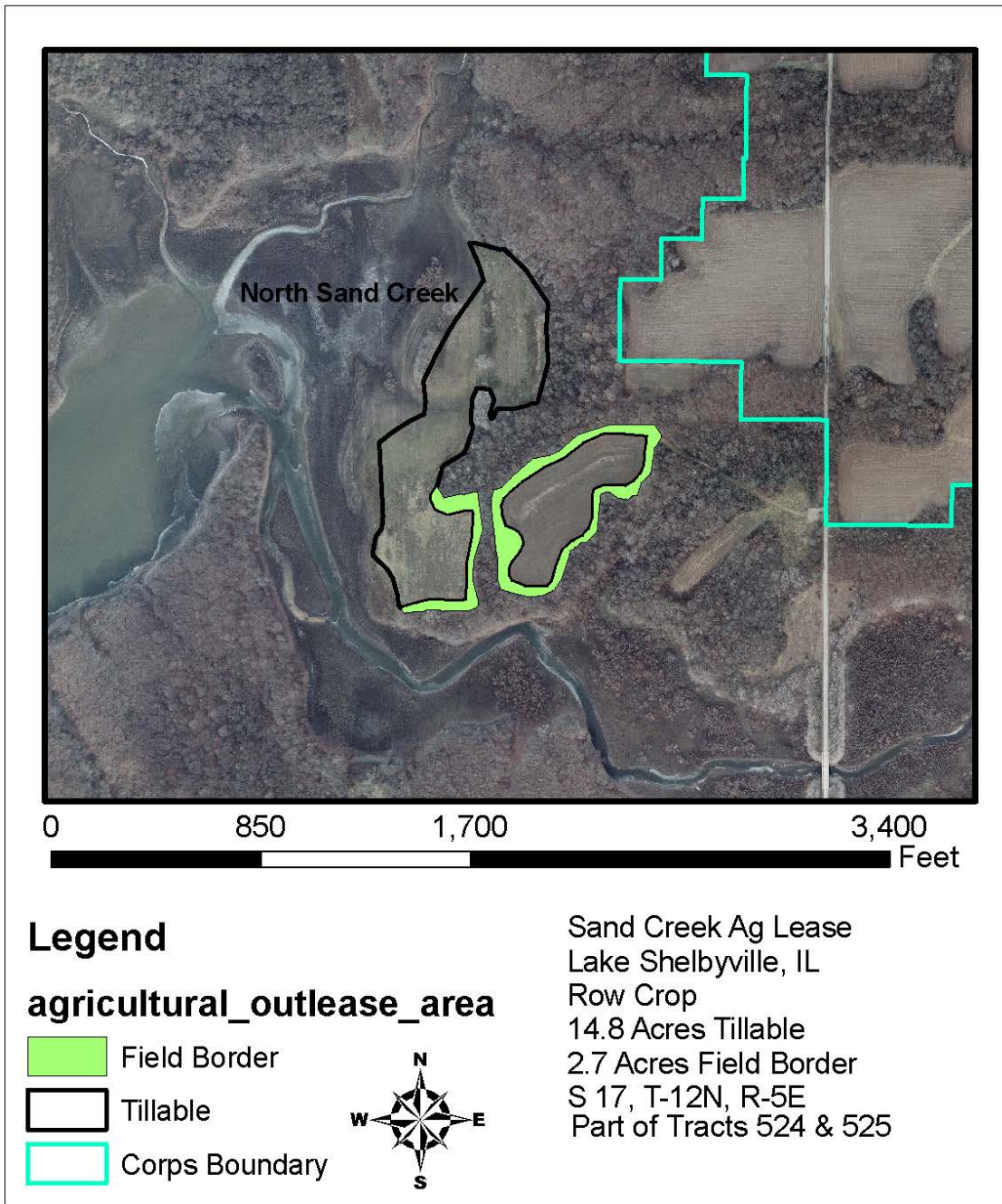
**DESCRIPTION:**

**TOTAL ESTIMATED  
QUANTITY:**

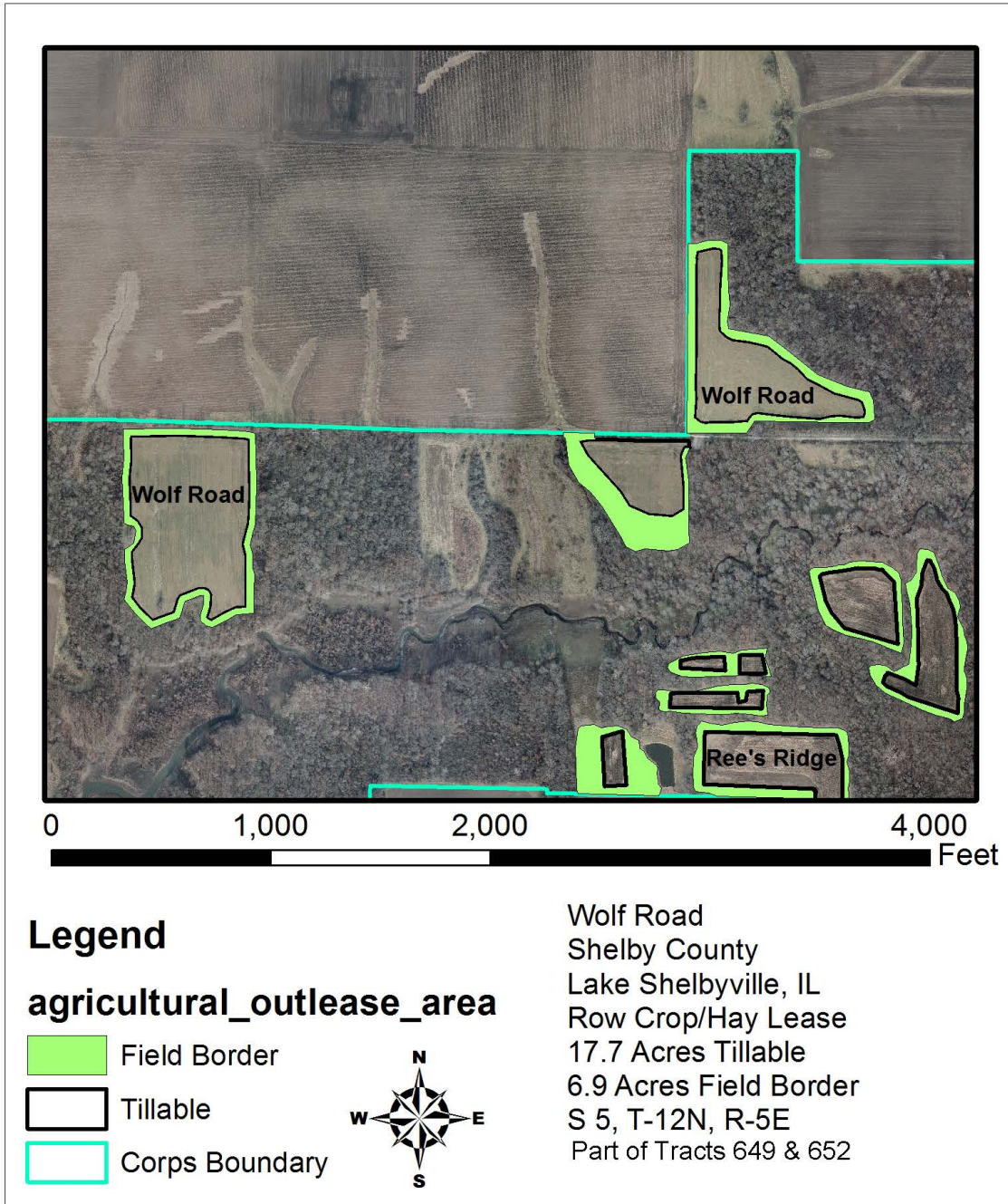
\_\_\_\_\_  
**TOTAL ESTIMATED  
ACREAGE:**

## EXHIBIT "B"

### North Sand Creek Ag Lease (Exhibit A)

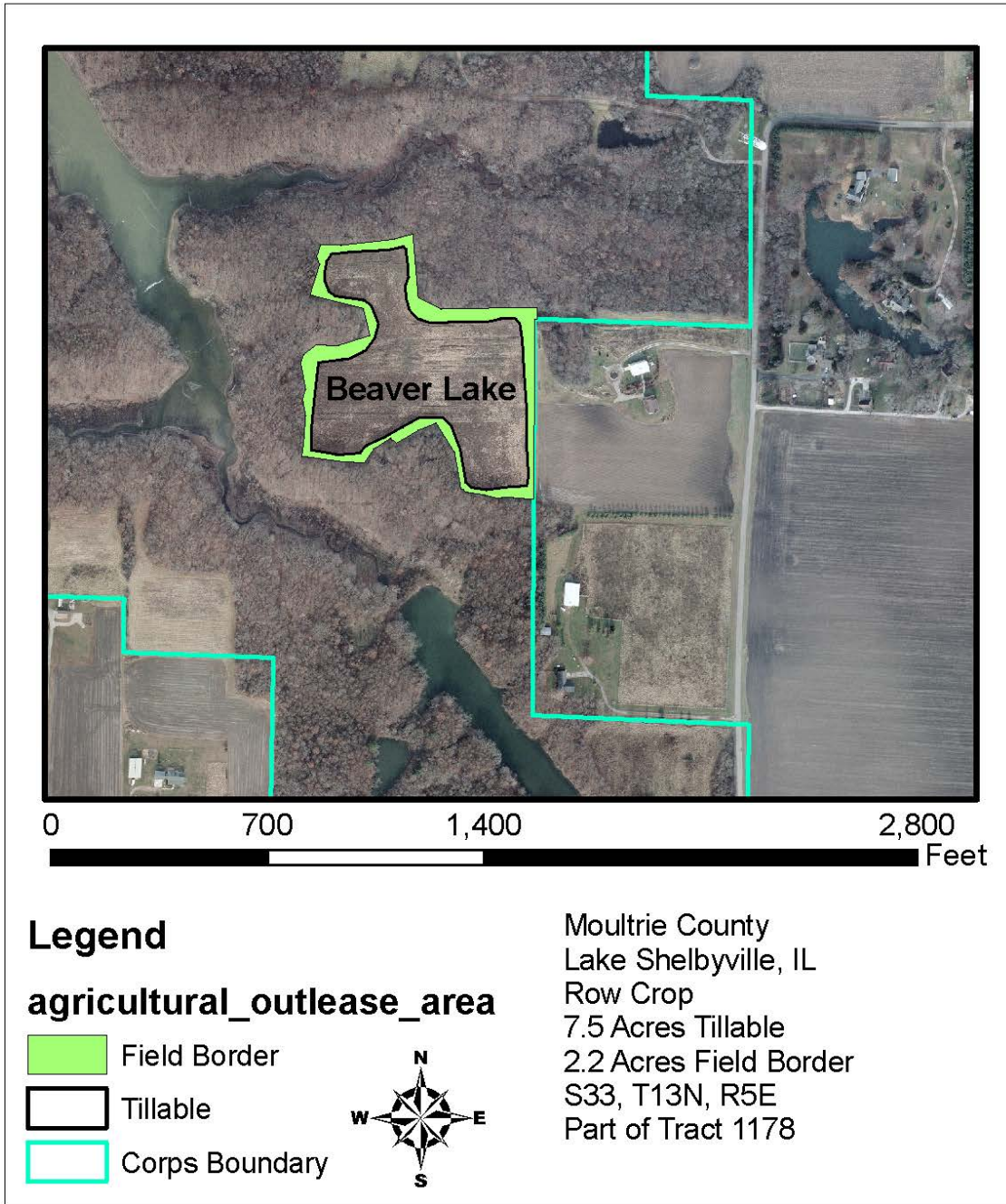


## Wolf Road Ag Lease - (Exhibit A)

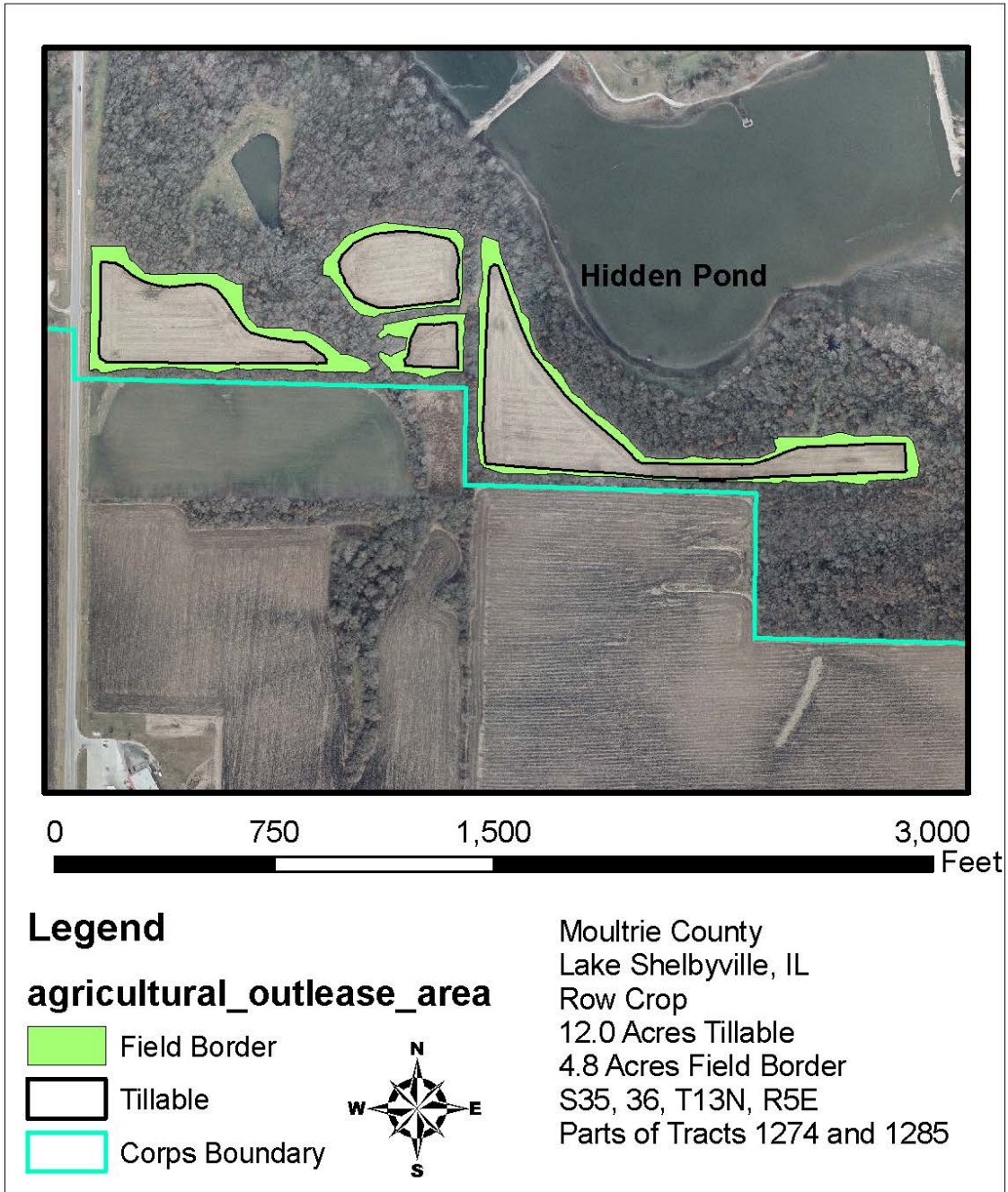




## Beaver Lake Ag Lease (Exhibit A)

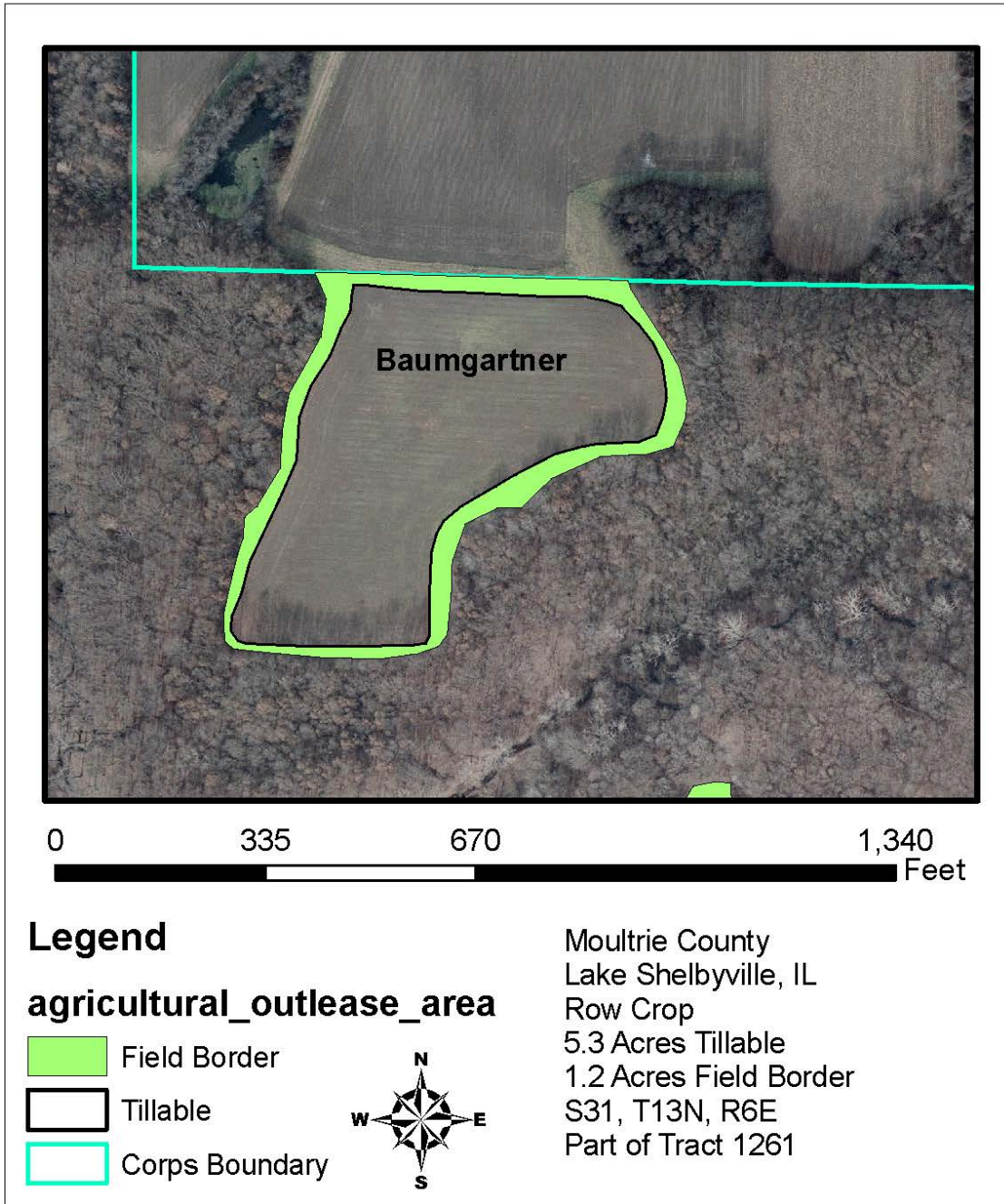


## Hidden Pond Ag Lease (Exhibit A)

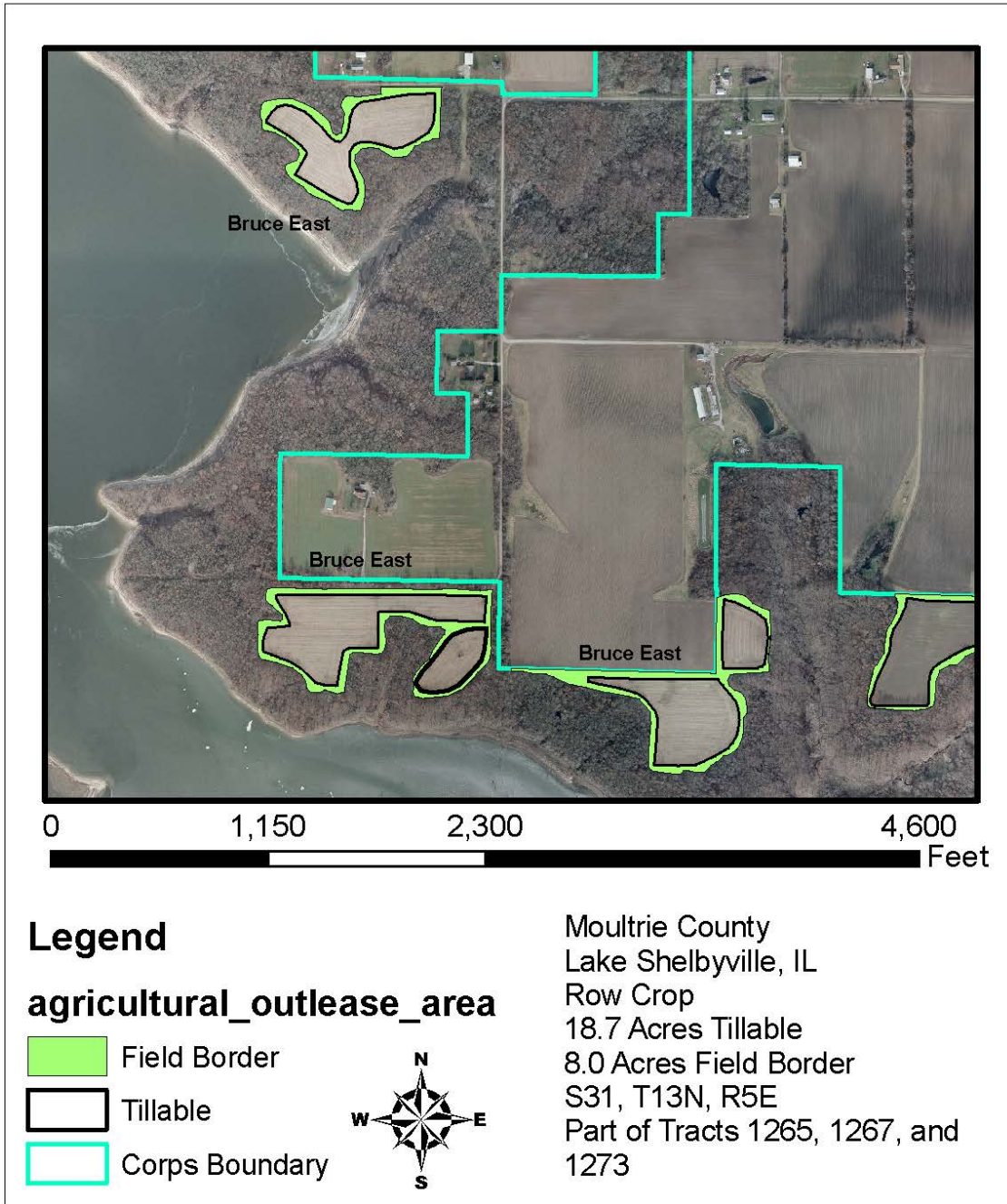




## Baumgartner's Ag Lease (Exhibit A)

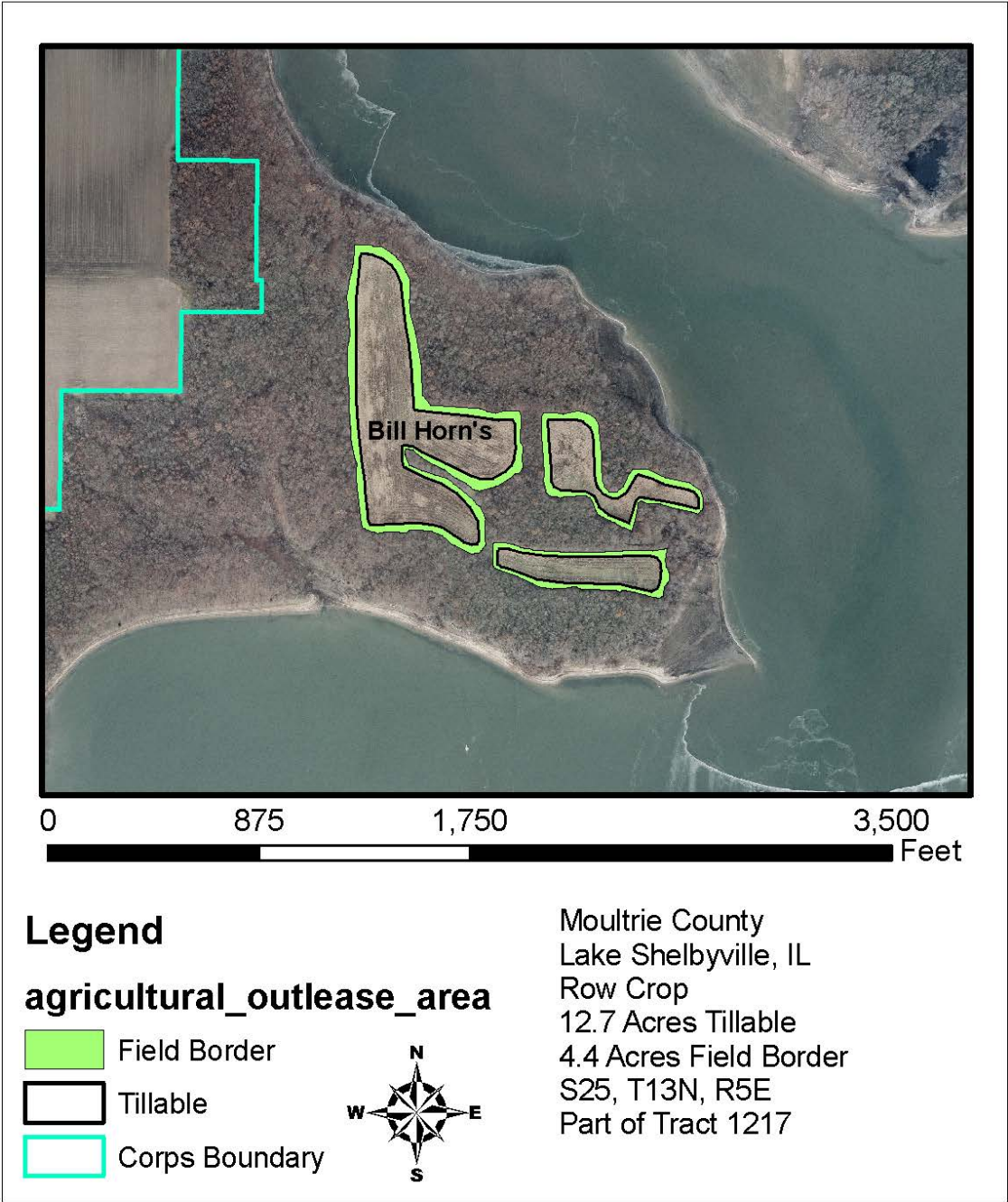


## Bruce East Ag Lease (Exhibit A)

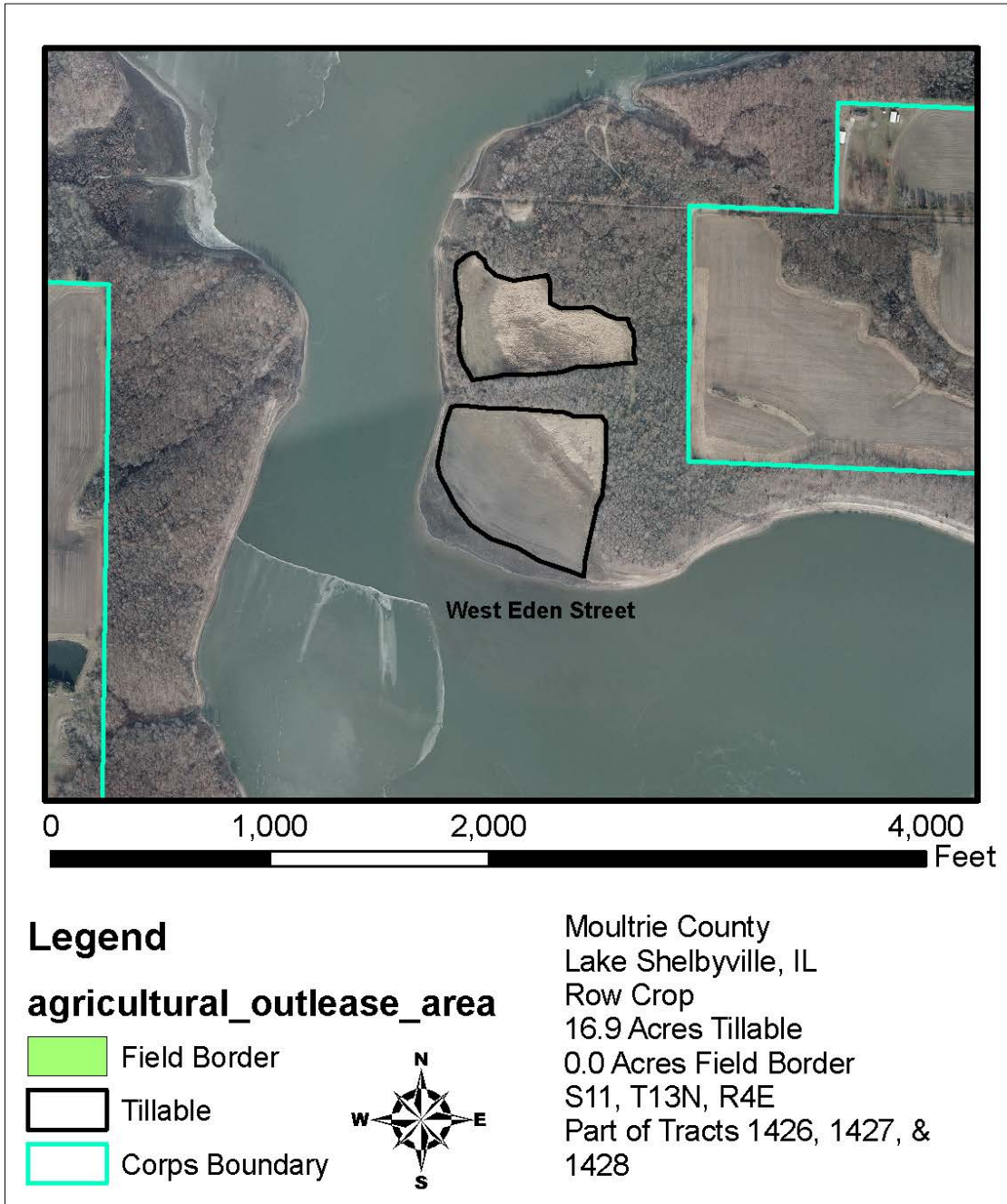




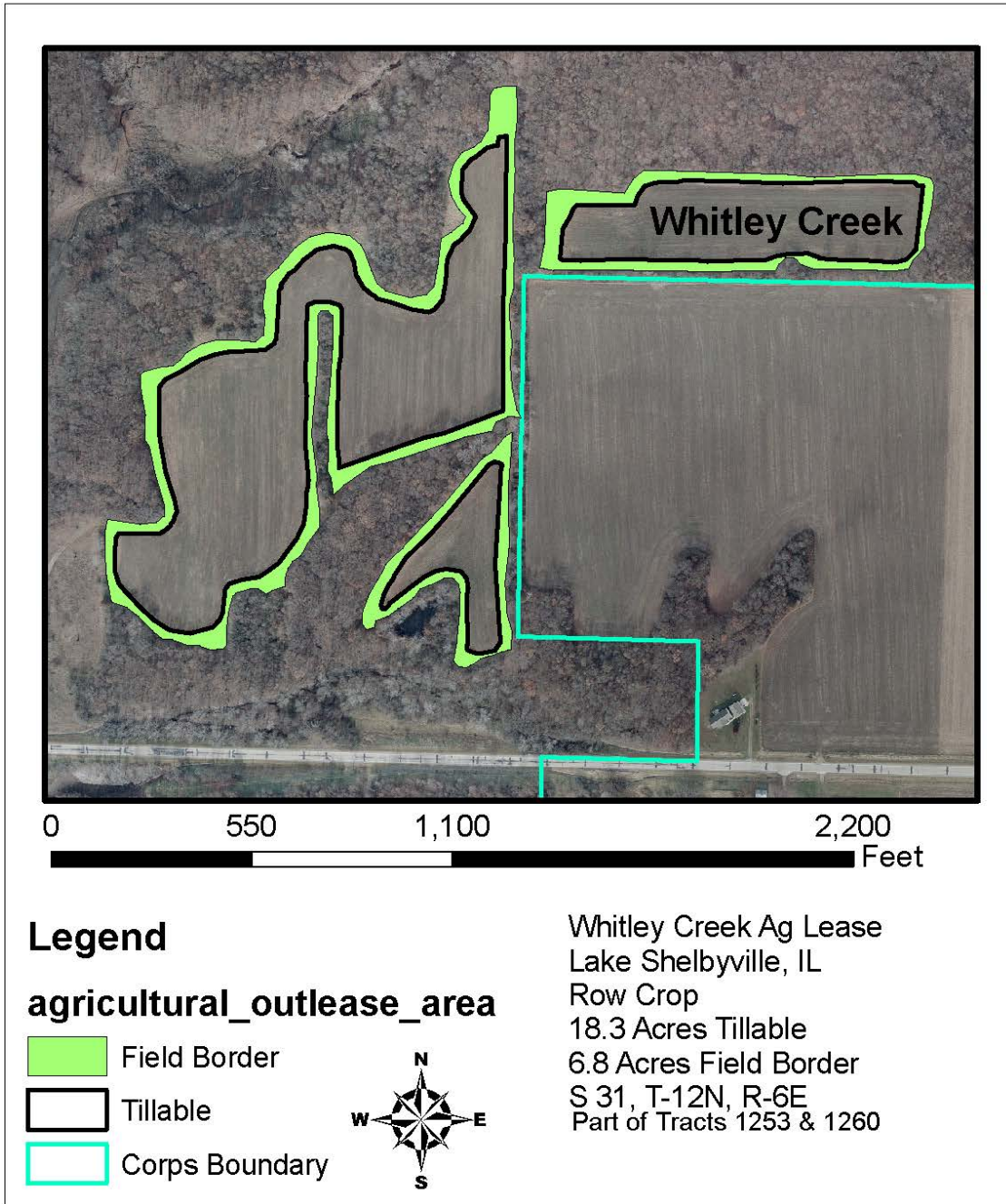
Bill Horn Ag Lease (Exhibit A)



## West Eden St. Ag Lease (Exhibit A)

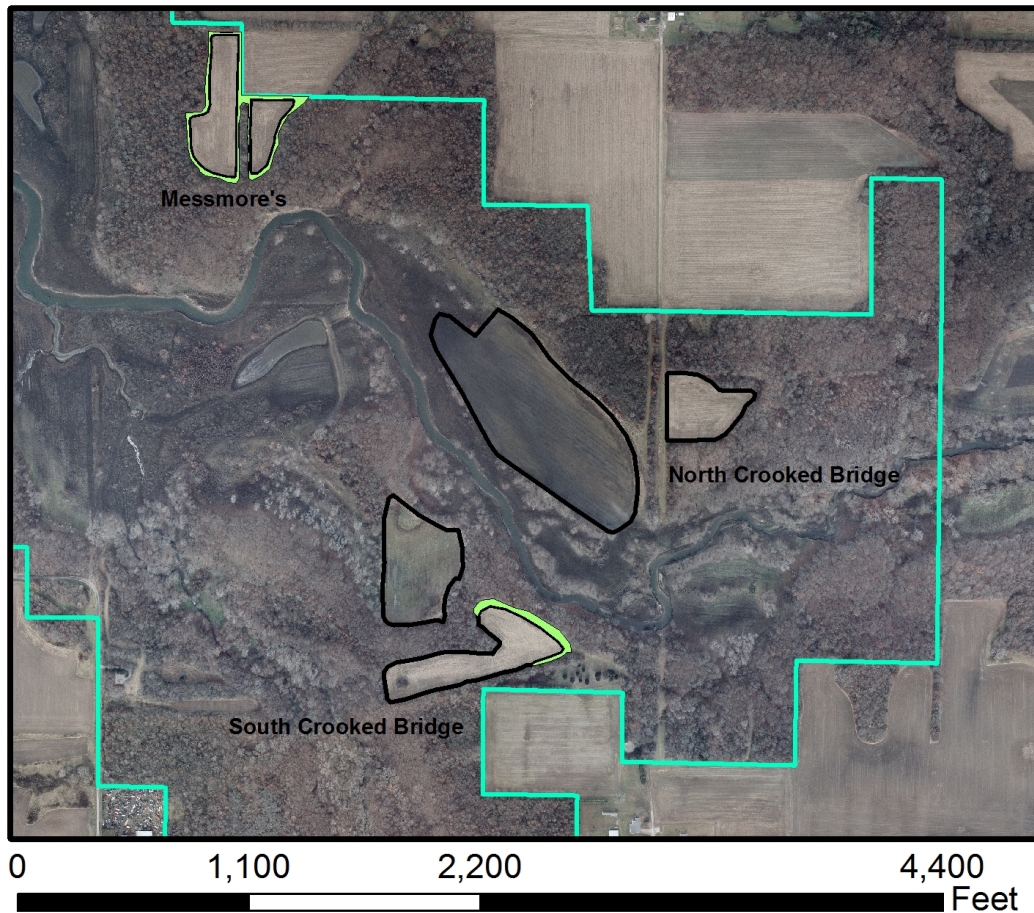


## Whitley Creek Ag Lease (Exhibit A)





# North Crooked Bridge Ag Lease - includes Messmore's (Exhibit A)



## Legend

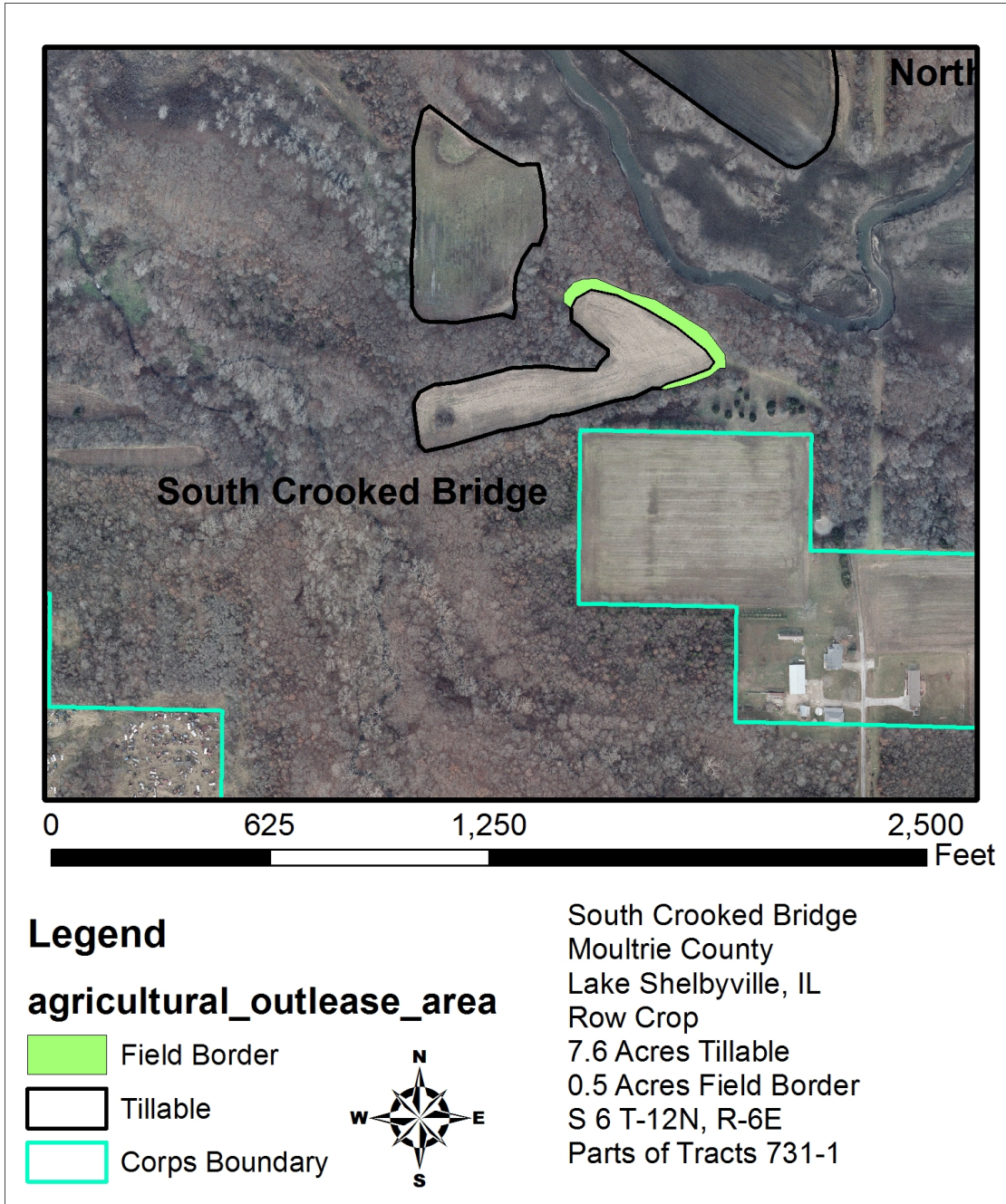
### agricultural\_outlease\_area

- Field Border
- Tillable
- Corps Boundary



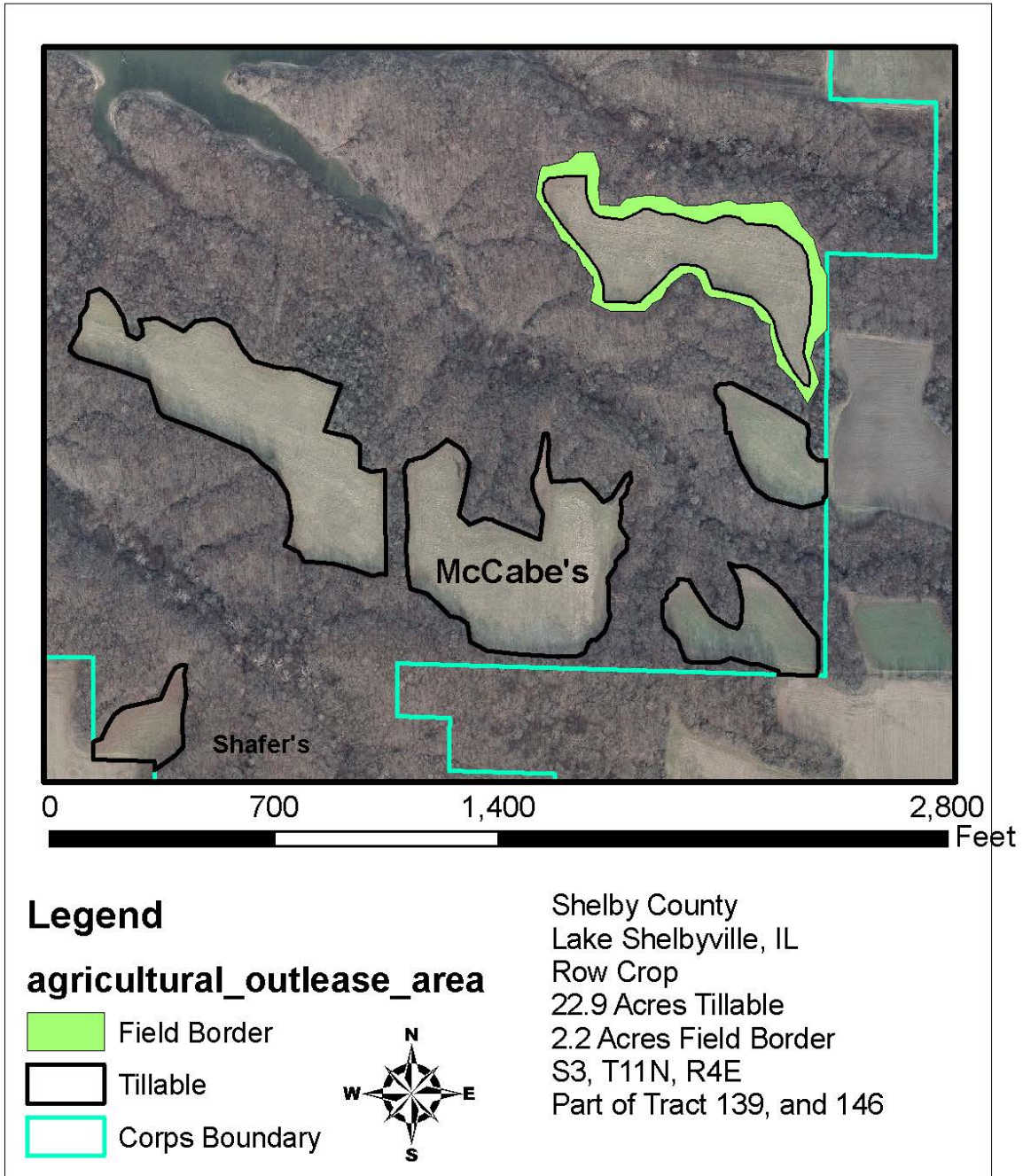
North Crooked Bridge  
Moultrie County  
Lake Shelbyville, IL  
Row Crop  
17.6 Acres Tillable  
0.9 Acres Field Border  
S 5, 6 T-12N, R-6E  
Parts of Tracts 727, 729, 731-1  
and 802

## South Crooked Bridge Ag Lease -(Exhibit A)

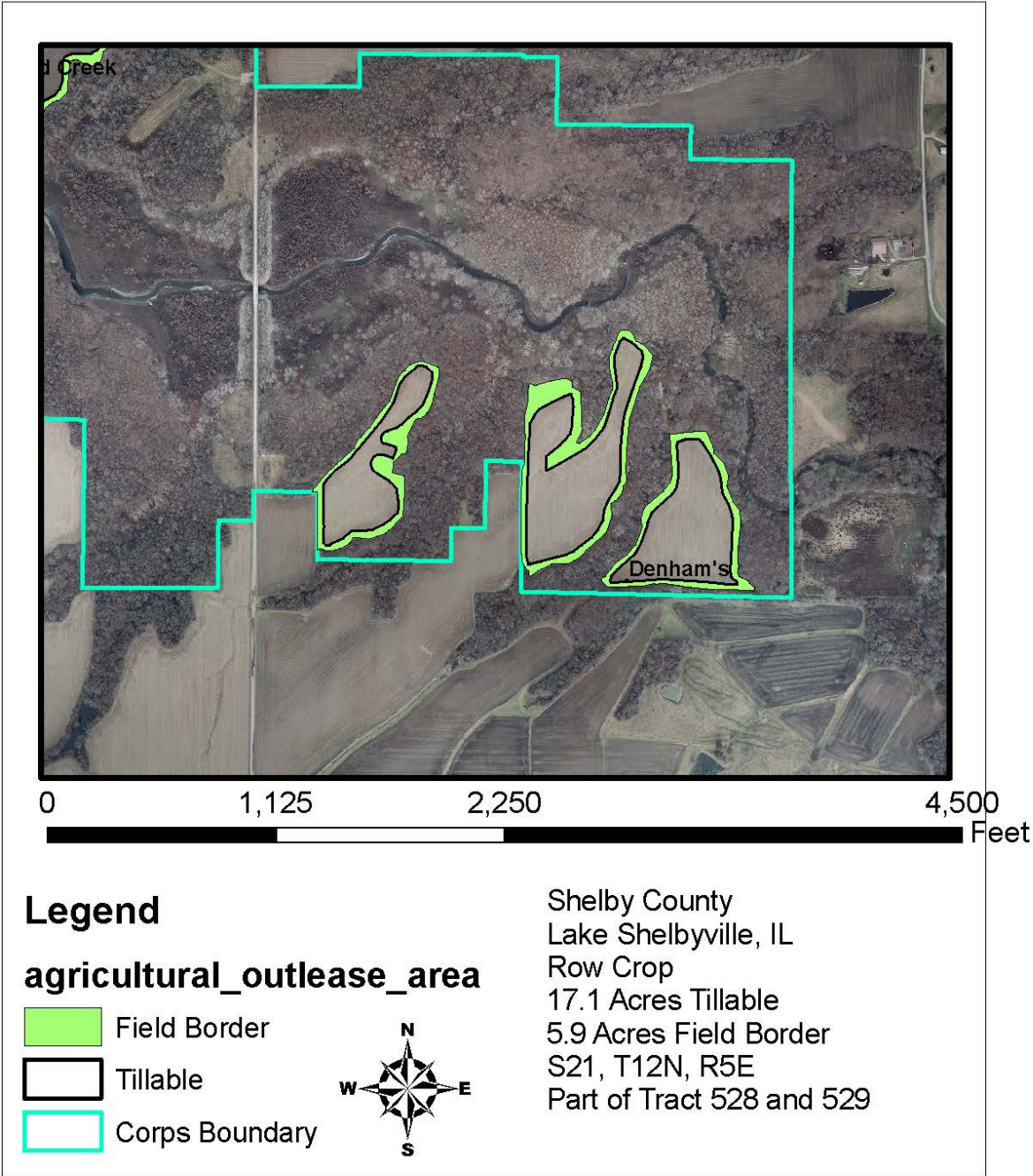




## McCabe's Ag Lease (Exhibit A)

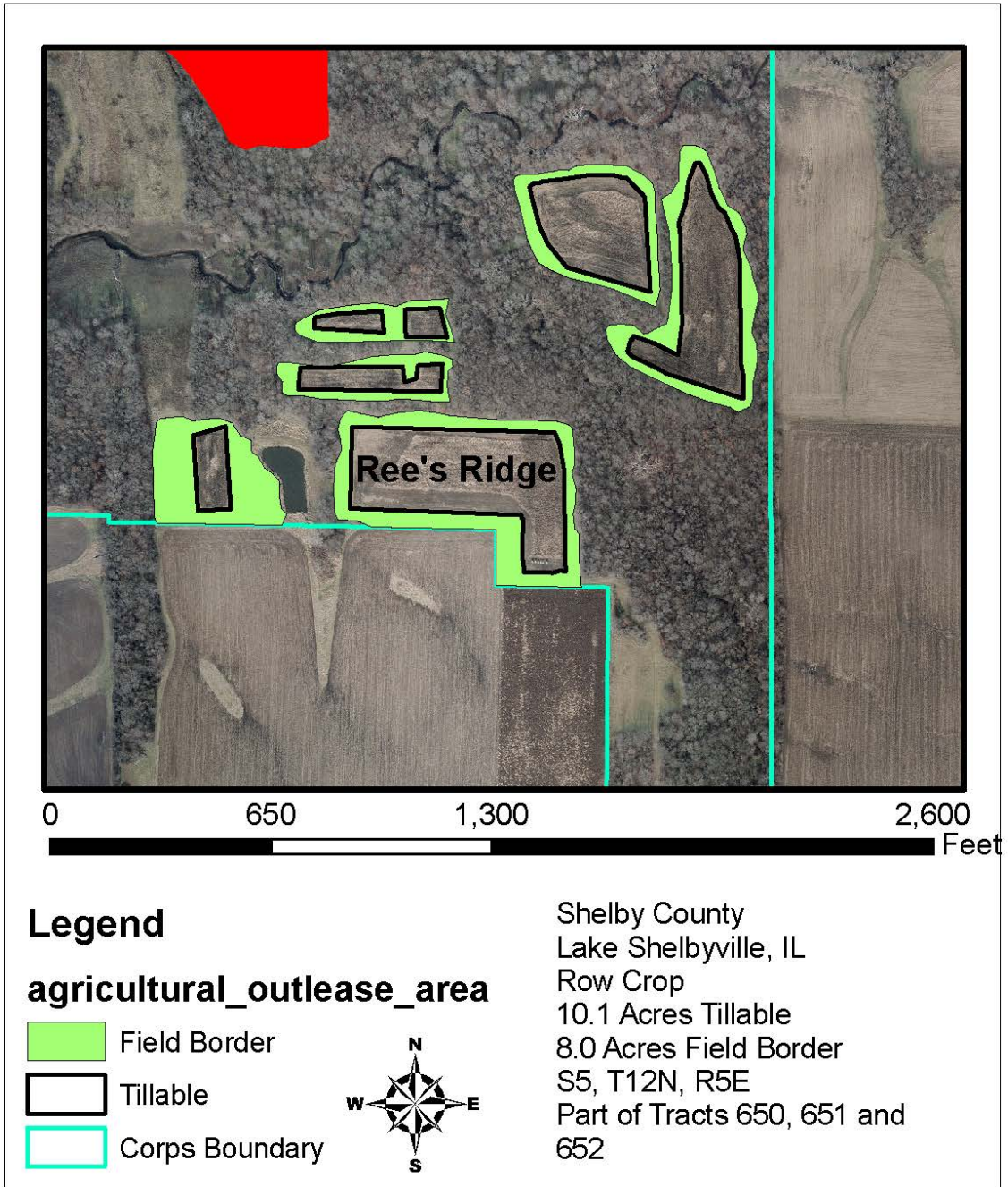


# Denham's Ag Lease



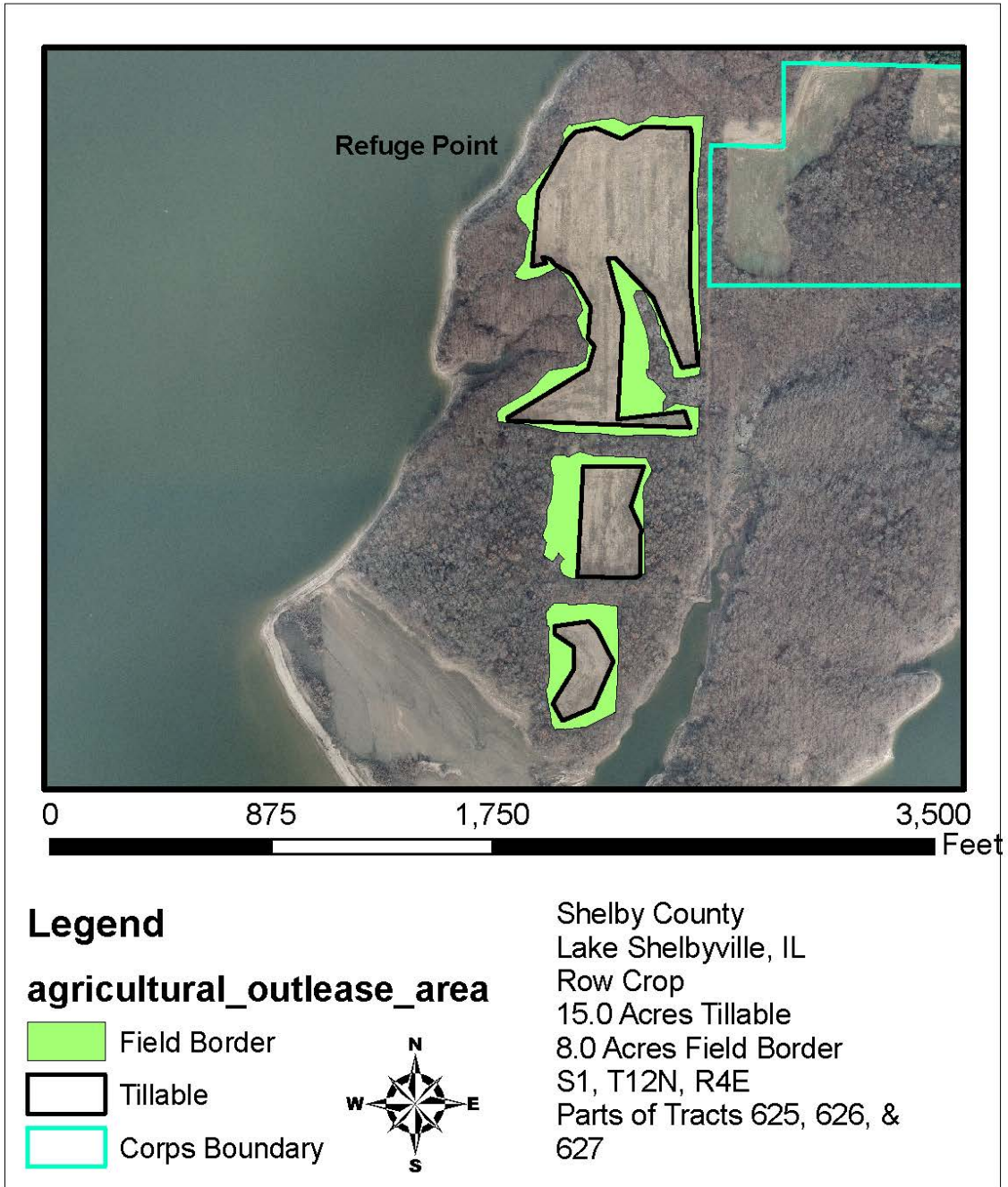


## Ree's Ridge Ag Lease (Exhibit A)





## Refuge Point Ag Lease (Exhibit A)



## South Sand Creek Ag Lease (Exhibit A)

