



Notice No. DACW43-9-22-023

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 REND LAKE, ILLINOIS
For Agricultural Purposes Only**

**NOTICE NO. DACW43-9-22-023
DATED: December 21, 2021**

BID OPENING WILL BE CONDUCTED

DATE: JANUARY 27, 2022

TIME: 2:00 PM

LOCATION:

**U.S. ARMY CORPS OF ENGINEERS
ST. LOUIS DISTRICT, REAL ESTATE
1222 SPRUCE STREET
ST. LOUIS, MISSOURI 63103-2833
314-331-8157**

NOTE: A Pre-Bid Conference will be held at 0900 on Thursday, January 13, 2022 at the Rend Lake Project Office. All prospective applicants should read the package carefully and attend the scheduled pre-bid conference.

Property to be Leased:

Number of Items: **2 Leases**

Usable Acres: **East Side 261.5, West Side 420.5, Total 682**

Term: **3 years with two potential one-year options to renew**

Beginning: **February 1, 2022**

Ending: **January 31, 2025**

****See attached application for details**

**A full copy of the advertisement 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
Rend Lake, Illinois

Sealed applications, subject to the conditions and terms contained herein, will be received at the Office of the Real Estate Contracting Officer: Corps of Engineers St. Louis District, 1222 Spruce Street, St. Louis, MO 63103, on or before 2:00 pm on January 27, 2022.

1. INSPECTION INFORMATION: Arrangements for an inspection of the lease units are to be made with the Project Manager, **Rend Lake, 11981, Rend City Road, Benton, Illinois**. It is the responsibility of each applicant to inspect the tract, 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, **Attachment "D-1" through "D-10"**. 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.

b. Term. The leases will be for a period of three (3) years, beginning **February 1, 2022 and ending January 31, 2025**, as specified on the application sheet.

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 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, cash rental must be provided.

e. In-kind services for work items in lieu of Cash Rental: The three (3) 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 “**ATTACHMENT 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 the cash rental amount per acre bid if the agreed in-kind services are not performed or with failure to comply with the Land Use Requirements.

f. 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.

g. 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 Rend Lake. The Government makes no guarantee or warranty, either expressed or implied, with respect to the property.

h. Award of Lease. Leases will be awarded to the highest bidder (applicant) 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 and a copy of the lease to be signed and returned by the Lessee, will be sent to the winning applicant.

i. 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.

j. 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.

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 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 p.m. on January 27, 2022.

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

NOTICE NO. DACW43-9-22-023
DATE OF OPENING: January 27, 2022
TIME OF OPENING: 2:00 pm

SEALED BID – DO NOT OPEN

**U.S. ARMY CORPS OF ENGINEERS
ST. LOUIS DISTRICT
1222 SPRUCE STREET
REAL ESTATE DIVISION, ROOM 4.302
ST. LOUIS, MISSOURI 63103-2833**

Outer Envelope Label To: REAL ESTATE DIVISION

Your Return Address

**U.S. ARMY CORPS OF ENGINEERS
ST. LOUIS DISTRICT
1222 SPRUCE STREET
REAL ESTATE DIVISION, ROOM 4.302
ST. LOUIS, MISSOURI 63103-2833**

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 on 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, **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 as will show the official character and authority of the office signing, dual 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 no 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, application 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. 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, **Rend Lake Project Office, 11981 Rend City Road, Benton, Illinois 62812.**

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 314-331-8157 for an escort to the bidding room at the Robert A. Young Building. The bid opening doors will close at 2:00 pm on January 27, 2022. No one will be permitted to enter the bid opening nor submit a bid after 2:00pm on January 27th. Please note that due to COVID pandemic, all attendees must wear a mask and adhere to federal COVID regulations.

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.

APPLICATION FORM
FOR LEASING PROPERTY OWNED BY THE UNITED STATES
Rend Lake, 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 **DACW43-9-22-023**, dated **December 21, 2021**, for the leasing of property at Rend Lake, 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 rent in the form of In-Kind Services set out below:

TERM: This is a three (3) year lease, starting February 1, 2022 and ending January 31, 2025. In-Kind Services to be completed on an annual basis.

NOTE: ALL LEASE UNITS ARE SUBJECT TO THE REQUIREMENTS SET FORTH IN THE LAND USE REQUIREMENTS.

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

The list of potential In-kind services that could be assigned to you to perform as the lessee along with their monetary value are below. Check yes if you have the capabilities of providing the listed service and are willing to provide them based on the listed monetary value. Check no if you do not have the capabilities or if you are not willing to provide them based on the listed monetary value:

	YES	NO
Mowing:		
Open fields/food plots: \$20.00/acre	<input type="checkbox"/>	<input type="checkbox"/>
Overgrown fields/fence rows: \$75/acre	<input type="checkbox"/>	<input type="checkbox"/>
Soil, Rough Opening:		
Disking/ tandem: \$16.00/acre	<input type="checkbox"/>	<input type="checkbox"/>
Disking/ heavy or offset: \$19.00/acre	<input type="checkbox"/>	<input type="checkbox"/>
Soil Finishing:		
Vertical tillage: \$19.00/acre	<input type="checkbox"/>	<input type="checkbox"/>
Field cultivating: \$16.00/acre	<input type="checkbox"/>	<input type="checkbox"/>
Land rolling: \$7.50/acre	<input type="checkbox"/>	<input type="checkbox"/>
Seeding:		
Planting: \$20.00/acre	<input type="checkbox"/>	<input type="checkbox"/>
No-till planting: \$23.00/acre	<input type="checkbox"/>	<input type="checkbox"/>
Drilling grass seed or small grain: \$19.00/acre	<input type="checkbox"/>	<input type="checkbox"/>
Broadcasting seed with tractor: \$13.00/acre	<input type="checkbox"/>	<input type="checkbox"/>
Chemical Application:		
Ground spraying with tractor broadcasting: \$8.00/acre	<input type="checkbox"/>	<input type="checkbox"/>

Fertilizer Application:

Ground spreading with tractor broadcasting: \$7.00/acre

Spreading lime: \$7.00/ton

Excavator: \$120.00/hour

Backhoe: \$100.00/hour

Clearing invasive species: \$200.00/hour

Straw baling, Small Square: \$1.00/bale

Please list any additional in-kind services that you perceive as useful to the Government that you can provide, along with what you would charge for each service.

Service: _____

Monetary Value: _____

Service: _____

Monetary Value: _____

Service: _____

Monetary Value: _____

Service: _____

Monetary Value: _____

Service: _____

Monetary Value: _____

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 therefore will not be considered.

(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 name 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: _____
(FOR OFFICIAL USE)

PROJECT: REND LAKE, 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.

You 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)

ATTACHMENT "A"

**LAND USE REQUIREMENTS
For Agricultural Leases and In-Kind Services at
Rend Lake, Illinois**

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. The intent of this agricultural lease is to use conventional farming practices to achieve wildlife management goals.

b. The Lessee agrees to furnish all equipment, seed, fertilizer, pesticides, and other materials and services as detailed in this lease. The Lessee will conduct all farming operations in accordance with the lease. All operations shall be accomplished in a timely manner without further notice and at no expense to the Government unless otherwise provided.

c. No livestock will be permitted on leased sites.

d. 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 or his representative to arrive at a mutually agreeable solution.

e. The Lessee will conduct operations in a manner that will subject wildlife to the least possible disturbance on or adjacent to the leased area.

f. The Lessee shall notify the Operations Manager or his representative prior to the start of any farming activities.

g. The Lessee will conduct all farming operations in accordance with the planting and work schedule (see paragraph 17). The crop rotation plan may be modified by the Chief of Real Estate upon application by the Lessee in the event of crop failure or other unusual circumstances warranting such modification. Changes will only be granted due to natural conditions which prevent the planting of, or sustained growth of the scheduled crop. Time constraints, equipment problems, and other non-natural issues will not be acceptable as reasons for failure to plant or harvest crops in accordance with the lease or to request a change to the planting and work schedule.

NOTE: The Lessee may not enter into any current or future farm subsidy programs based on the leases to be issued under this Invitation for Bids without prior written permission from the St. Louis District. Lessee may participate in United States Department of Agriculture (U.S.D.A.) programs provided that they are in compliance with the terms of the lease and with the requirements of the Corps land use management plan. Said compliance shall be regardless of whether the lease terms and management plans are compatible with the requirements of the U.S.D.A. program. These lands are not eligible for enrollment in CRP, CREP or similar programs

2. INSPECTION. The Operations Manager or his representative reserves the right to inspect each lease for compliance with the lease terms. Project personnel will complete regular inspections.

3. DAMAGE TO GOVERNMENT PROPERTY. The Lessee shall be responsible for restoring and/or repairing any Government lands damaged during planting, cultivation, harvesting, or any other activities. This also applies to any damage done to gates, fence posts, fencing, buffer strips, trees, or any other damage caused by the Lessee. Any such damage will be repaired or replaced at no cost to the Government. If the Lessee fails to complete repairs/replacement to the satisfaction of the Government, the Government may by contract or otherwise, perform the repair/replacement and charge the Lessee any cost incurred by the Government that is directly related to the performance of such repair/replacement.

4. EQUIPMENT AND DEBRIS REMOVAL – All debris, such as seed and fertilizer bags, herbicide containers, miscellaneous refuse, etc., shall be removed from government property at the end of each day. All equipment shall be promptly removed from the area immediately after planting and harvesting operations are complete, unless otherwise approved in writing by the Operations Manager. Any equipment not approved for remaining on the lease after harvest may be impounded. The Lessee may be charged a \$50 impoundment fee and may be subject to penalties outlined in the collateral forfeiture pursuant 36 CFR Part 327 of the Code of Federal Regulations. All down timber or debris on entrance roads or in leased crop acreage must be removed and placed along fence rows or field borders prior to field preparation. The Lessee shall not burn trash, stubble, debris, or other crop residue, subject to penalties outlined in the collateral forfeiture pursuant 36 CFR Part 327 of the Code of Federal Regulations. The lease holder shall be held responsible for all violations, including those committed by employees or contractors working on the Lessee's behalf.

5. KEYS AND LOCKS / ACCESS – The Lessee will provide their own locks to be placed on agricultural lease gates. The lock should be placed in a way to not obstruct other locks from securing the gates open or closed. The gates may only be open to pass through. During this time, the gate arms must be secured to the posts. After entering an area, the gates must be closed and secured behind the lessee while working inside the area. Access is only provided to perform work and to inspect field conditions. Access is not permitted for recreational purposes.

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 costs, 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. 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. The lease holder shall be held responsible for all violations, including those committed by employees or contractors working on the Lessee's behalf.

7. PRE-WORK CONFERENCE – Each year, the Lessee must attend a pre-work conference prior to any operations. The conference will be held at the Rend Lake Project Office. The Lessee is the only person whom the Government will correspond with in writing and verbally. This responsibility may not be delegated by the Lessee. The following shall be submitted by the Lessee at the pre-work conference:

- a. A list of telephone numbers at which the Lessee may be contacted.

- b. A list of all employees who may access the leased area.
- c. Completed Pre-Use application forms for all pesticides proposed to be used on the leased area.

8. ACCESS

a. Access to or across Government-owned land shall be by routes designated by the Operations Manager. The Lessee must use only the routes designated as field access roads. Field buffer strips and waterways will not be used for travel or access.

b. Maintenance of field access roads is the responsibility of the Lessee. These roads will not be planted in crops and shall be maintained at a minimum of twenty feet in width. Field access roads will be maintained with a vegetative cover where possible.

c. Field access road and gate width must be taken into consideration when bidding. Field access roadways will not be widened by the Government beyond their existing widths at the time of bid acceptance. No new roads shall be constructed without prior approval of the Operations Manager.

9. FERTILIZER REQUIREMENTS

a. Fertilizer shall be applied at or above the rate specified in the soil test results, provided by the Government, for the crop specified in the planting and work schedule. The Lessee may obtain copies of the most current soil analysis at the Rend Lake Project Office.

b. The Lessee shall notify the Operations Manager or his representative at least 24 hours prior to the application of fertilizer.

c. The Lessee shall submit weight receipts for fertilizer for all fields, to the Operations Manager or his representative by July 31 each year.

d. Field border strips are excluded from the fertilizer requirements.

10. WEED CONTROL – Weeds may be controlled through cultivation, herbicide application, proper seedbed preparation, proper planting depths, narrower row widths, or a combination of these. If any vegetation identified as a noxious weed under Federal or State noxious weed laws is present, the Lessee shall be responsible to effectively control growing weeds during the recommended time frames to control or prevent future re-infestation. Chemical treatment of noxious weeds must be approved by the Operations Manager and accomplished as recommended by the local extension agency.

11. USE OF PESTICIDES

a. The Government is required to monitor the use of pesticides on property under its jurisdiction. The use of pesticides will be kept to a minimum.

b. Pesticides must be used in strict accordance with U.S. Environmental Protection Agency standards and manufacturer's label.

c. All pesticide mixing shall be performed off government property. Any spills or accidents shall be immediately reported to the Operations Manager or his representative and properly removed. If a Lessee is unable to perform a cleanup of a spill, the Corps will contract out cleanup services and bill the Lessee.

d. Pesticides labeled as **Restricted Use** pesticides **SHALL NOT** be used on government property.

e. Insecticide use will not be permitted unless deemed absolutely necessary by the local extension service and approved in writing by the Operations Manager.

f. Any pesticide applied on government land shall be applied by a licensed applicator. Lessees applying pesticides must have a "private applicator's license" issued by the state of Illinois. Alternately, a contracted licensed commercial applicator may be employed.

g. Prior to use, the Operations Manager must approve all pesticides in writing. Approval period will take up to five working days.

h. The Lessee shall submit a pre-use pesticide application form (ATTACHMENT B) before or during the pre-work conference of each year for any pesticide that may be used on the lease area in that year. Note: Each pre-use pesticide application must be fully completed with the requested information and have a copy of the pesticide applicator's license and safety data sheet (SDS) or manufacturer's label attached.

i. The Lessee shall complete a post use pesticide report (ATTACHMENT C) for each chemical used. The post use report will be submitted to the Operations Manager or his representative within two (2) weeks after the application of the pesticides has been completed.

12. FARMING PRACTICES – All farming operations, including tillage and fertilization, shall be conducted in accordance with accepted soil conservation practices to prevent excessive soil erosion, compaction, and rutting and to maintain high soil nutrient levels. All lease areas require the use of minimal tillage or no-till practices. Minimal tillage is defined as the least amount possible of cultivation or soil disturbance done to prepare a suitable seedbed leaving a minimum of thirty (30) percent of the ground surface covered by crop residue at planting time. No-till is defined as no soil tilled before planting. Foliar herbicides are applied before or at planting to kill vegetation and other herbicides are applied to the soil to stop new weed growth. Any soil disturbance greater than described above shall be approved prior by the Operations Manager or his representative.

a. Maps showing which crops shall be planted in which fields for each year of the lease, will be provided to Lessee during the initial meeting after being selected for the lease.

13. ADDITIONAL REQUIRED SERVICES - In addition to farming in accordance with the planting and work schedule, the Lessee is required to provide services on leased land as described below at no additional cost to the government except as provided.

a. Standing Crop Wildlife Food

i. To supplement the food supply for wildlife, ten (10) percent of each corn and wheat crop shall be left un-harvested each year. All of the soybean crop may be harvested.

ii. The location of the ten percent standing crop wildlife food will be chosen prior to harvest by the Operations Manager or his representative to provide the maximum benefit to wildlife. The Lessee shall contact the Operations Manager or his representative prior to harvesting for directions on the location of the leave requirements

iii. This condition applies to all leased land. Failure to abide by this requirement will be grounds for revocation of the lease or being billed for the estimated value of the crop based on county acreage yields and market price plus administrative charges.

iv. The standing crop wildlife food will not be disturbed by harvesting, plowing, disking, or mowing until March 15 of the following crop year, unless directed by the Operations Manager or representative to enhance hunting opportunities. After this date, the lessee may harvest the crop remaining in the fields. On the final lease year, the lessee must harvest all desired standing crop wildlife food on fields between March 15 and April 1.

b. Succession Control

i. In order to maintain succession control (i.e. woody encroachment), the Lessee is required to mow all designated grass and non-planted areas of the lease to a height of not more than six (6) inches and not less than four (4) inches and woody vegetation up to 1 ½ inch caliper, annually, between July 1 and August 31.

ii. Field Border Strips – A twenty-foot border strip shall be left around the edge of all fields and both sides of any fence row, ditch, or vegetation strips, etc., which extends into the field. Border strips will be identified in the field, if requested by the Lessee. The Lessee will mow the border strips annually. Mowing will extend from the edge of the crop field to the tree line. Pockets of vegetation, along the field edge, beyond the 20-foot field border will also be mowed.

iii. Waterways – The Lessee will mow all waterways within the lease.

iv. Access Roads – The Lessee will mow grassy areas of access roads and routes, including the center and both sides of the access road to ditch or tree line, not to exceed 10 feet from the roadside.

14. IN-KIND SERVICES – The applicant will be chosen based on the highest bid price per acre of in-kind services the applicant is willing to provide, and filled out on the in-kind bid sheet. Past non-compliance of in-kind services will be taken into consideration when awarding the lease. Below is the list of potential in-kind services that may be required of you to perform along with the service description and monetary value. The value of each service was based on charges listed in the 2021 Iowa Farm Custom Rate Survey. The applicant may also write in additional in-kind services along with what the associated charge to provide that service. Services must be completed within thirty (30) days from assigned date. Services will be assigned and issued through a formal letter by the Operations Manager or representative. In kind service work may be scheduled on any Rend Lake Project lands managed by the USACE. The Government will provide field maps for assigned services. No services are allowed when field conditions are such that wheel rutting or compaction may occur. Lessee must notify the Operations Manager or his representative prior to starting work.

a. Mowing: The Lessee shall mow all vegetation to a height of not more than six (6) inches and not less than four (4) inches and woody vegetation up to 1 ½ inch caliper.

b. Soil, Rough Opening: The Lessee shall uniformly disk herbaceous and woody vegetation up to one and one-half (1 ½) inch caliper over the entire area. The Lessee shall make a minimum of four (4) passes over each area with each pass overlapping the previous pass until standing vegetation and soil are adequately cut and all woody vegetation up to 1 ½ inch caliper are cut or uprooted. The field shall be left in as relatively smooth condition without excessive dirt clods as possible.

c. Soil Finishing: The Lessee shall eliminate dirt clods and level the seedbed prior to seeding, and if necessary, after seeding.

d. Seeding: The Lessee shall completely and evenly plant the specified seed over the entire planting area. Seed will be purchased by the Government and will be available for pickup at the Rend Lake Project Office or local seed vendor if more convenient for the Lessee.

e. Chemical Application: The Lessee shall apply chemical to designated fields at the recommended rate to achieve a 100% kill of target species.

e. Fertilizer Application: The Lessee shall perform fertilizer application services consisting of evenly broadcasting fertilizers that meet or exceed the rate specified designated by the Operations Manager or his representative.

f. Excavator: Equipment must be capable of moving large rocks, culverts, and down trees. Work with excavator would mainly consist of stacking brush piles for burning, replacing culverts, and loading rock.

g. Backhoe: Equipment must be equipped with a front-end loading bucket capable of loading a minimum of one cubic yard. The Lessee will be responsible for calling JULIE (Call before you dig in IL) before performing a job requiring any digging.

h. Clearing Invasive Species: The Lessee shall perform clearing services consisting of mowing/mulching undesirable species such as autumn olive, Japanese honeysuckle, multiflora rose, etc.

i. Straw baling, small square: The Lessee shall bundle wheat straw into 12" x 18" x 36" square bales. Straw bales shall be tightly bound with baling twine. Bales bound with wire will not be accepted. The Lessee shall leave the bales where they deposit from the baler and the bales will be removed from the field by the Government.

15. OTHER IN-KIND SERVICES IN LIEU OF BID ITEMS - It may be determined that it is in the best interest of the Government to request other work items to be completed by the lessee in lieu of bid in-kind services, subject to the lessee's consent. This other work may include, but not be limited to, soil & water conservation, restoration of field accesses, and wildlife habitat improvements. In the event that such work is requested, a supplemental agreement to the lease will be developed and agreed to by the Lessee. The supplemental agreement will detail the scope of the requested work and provide itemized cost estimates.

16. PROCEDURES FOR IN-KIND SERVICES TO ENSURE CREDIT FOR WORK PERFORMED

a. The Lessee must complete all in-kind service work within thirty (30) days of work designation date.

b. The Lessee shall perform the applicable work requirements in accordance with the lease provisions and schedules.

c. The Lessee shall notify the Operations Manager or his representative within ten (10) days of completion of the work to allow for timely inspection of the work.

17. CROP ROTATIONS, MANIPULATIONS AND HARVEST

a. The Lessee shall plant crops in accordance with the schedule outlined in the Planting and Work Schedule.

b. Crops shall be planted during recommended planting dates for the area and no later than the applicable crop insurance final planting dates. Harvesting operations shall be completed by November 30 of each year. Unless otherwise approved by the Operations Manager or his designee, crops shall be planted by the dates listed below. In the event that crops are not planted annually due to natural conditions beyond control (ref paragraph 1 g) which prevent planting or sustained crop growth, the Lessee shall disk all fields that are not planted due to these conditions between July 1 and August 31 annually.

i. Corn shall be planted by May 20th each year

ii. Beans shall be planted by June 5th each year.

iii. Wheat shall be planted by October 31st each year.

c. The lessee shall leave all crop residue and grain lost during harvesting operations. There shall be no tilling, disking, or other soil disturbances between October 31st and March 15th.

Proposed East Side Crop Harvest Schedule				
	2022	2023	2024	Acreage
A	Corn	Soybeans	Corn	18
B	Corn	Soybeans	Corn	8
C	Corn	Soybeans	Corn	13
D	Soybeans	Corn	Soybeans	8
E	Soybeans	Corn	Soybeans	2
F	Soybeans	Corn	Soybeans	3.5
G	Soybeans	Corn	Soybeans	8
H	Corn	Soybeans	Corn	4
I	Corn	Soybeans	Corn	8
J	Soybeans	Corn	Soybeans	19
K	Soybeans/Wheat	Soybeans	Corn	22.5
L	Soybeans/Wheat	Soybeans	Corn	9
M	Corn	Soybeans	Corn	14.5
N	Corn	Soybeans	Corn	44
O	Corn	Soybeans/Wheat	Soybeans	11
P	Corn	Soybeans/Wheat	Soybeans	18

Proposed East Side Crop Harvest Schedule Continued				
	2022	2023	2024	Acreage
Q	Soybeans/Wheat	Leave Wheat	Soybeans	6
R	Corn	Soybeans	Corn	7
S	Soybeans/Wheat	Corn	Soybeans	18
T	Corn	Soybeans/Wheat	Soybeans (leave 5 acres of Wheat)	20

Proposed West Side Crop Harvest Schedule				
	2022	2023	2024	Acreage
A	Soybeans/Wheat	Leave Wheat	Soybeans	7
B	Soybeans	Corn	Soybeans	8.5
C	Corn	Soybeans	Corn	34
D	Soybeans/Wheat	Soybeans	Corn	51
E	Corn	Soybeans	Corn	8
F	Corn	Soybeans	Corn	13.5
G	Soybeans/Wheat	Soybeans	Corn	10.5
H	Soybeans	Corn	Soybeans	9.5
I	Soybeans	Corn	Soybeans	17
J	Corn	Soybeans/Wheat	Soybeans	18.5
K	Corn	Soybeans	Corn	14
L	Corn	Soybeans/Wheat	Leave Wheat	3

M	Soybeans	Corn	Soybeans	10.5
N	Soybeans	Corn	Soybeans	19
O	Corn	Soybeans	Corn	21
P	Corn	Soybeans	Corn	18.5

Proposed West Side Crop Harvest Schedule Continued				
	2022	2023	2024	Acreage
Q	Soybeans/Wheat	Soybeans	Corn	11
R	Corn	Soybeans	Corn	32
S	Soybeans	Corn	Soybeans	41
T	Corn	Soybeans	Corn	18
U	Soybeans	Corn	Soybeans	26
V	Corn	Soybeans	Corn	10.5
W	Soybeans	Corn	Soybeans	8.5
Corn	Soybeans	Corn	Soybeans	6

ATTACHMENT B

PRE-USE PESTICIDE APPLICATION

Contract / Lease Number _____

Compartment # / Area of Application _____

Contractor/Lessee/Easement Holder _____

Address _____

City _____

Phone Number _____

Pesticide (Trade Name) _____

Active Ingredients _____

Target Pest _____

Pesticide EPA Registration Number _____

EPA Classification:

General Use _____ Restricted Use _____

Treatment Method:

Foliar _____

Aerial spraying _____

Cut surface _____

Basal spray _____

Additional Remarks: _____

****NOTE: Photocopies of pesticide license and chemical label must be submitted with pre-use application.**

Submitted By: _____ Date: _____
(Signature of applicator)

Recommend Approval _____ Recommend Disapproval _____

(Recommending Natural Resource Specialist)

Approved _____ Disapproved _____

(Approving Official)

Reason for disapproval: _____

ATTACHMENT C

POST-USE PESTICIDE REPORT

Contract/Lease/Easement Number _____

Compartment # / Area of Application _____

Contractor/Lessee/Easement Holder _____

Address _____

City _____

Phone Number _____

Pesticide (Trade Name) _____

Active _____

Ingredients _____

Target _____

Pest _____

Pesticide EPA Registration Number _____

EPA Classification

General Use _____ Restricted Use _____

Amount Applied _____

Number of acres applied on _____

Additional Remarks _____

Applicator license number _____

License expiration date _____

License type _____

Signature of applicator

Date

Signature of lessee

Date

Attachment "D-1"



Attachment “D-2”



Attachment "D-3"



Attachment "D-4"



Attachment "D-5"



Attachment “D-6”



Attachment "D-7"



Attachment "D-8"



Attachment "D-9"



Attachment "D-10"

