



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. DACW43-9-21-098  
DATED: April 21, 2021

<b>BID OPENING WILL BE CONDUCTED</b>
<p><b>DATE:</b> May 19, 2021</p> <p><b>TIME:</b> 2:00pm</p> <p><b>LOCATION:</b></p> <p><b>U.S. ARMY CORPS OF ENGINEERS ST. LOUIS DISTRICT, REAL ESTATE 1222 SPRUCE STREET ST. LOUIS, MISSOURI 63103 314-331-8157</b></p>

**NOTE:** A Pre-Bid Conference will be held on **April 29, 2021, at 9:00 AM, 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**

Usable Acres: **59.5 acres**

Term: **Two (2) Years, Seven (7) months, Twelve (12) Days**

Beginning: **May 19<sup>th</sup>, 2021**

Ending: **December 31<sup>st</sup>, 2023**

**\*\*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**  
**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: U.S. Army Corps of Engineers St Louis District, 1222 Spruce Street, St Louis, MO 63103, until May 19<sup>th</sup>, 2021.

1. **INSPECTION INFORMATION:** Arrangements for an inspection of the lease units are to be made with the Project Manager, **Rend Lake, 11981 Rend City Rd., Benton, IL 62812** 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 hay 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 **Two (2) Years, Seven (7) months, Twelve (12) Days**, beginning **May 19<sup>th</sup>, 2021 and ending December 31<sup>st</sup>, 2023**, as specified on the application sheet. The period of May 19<sup>th</sup>, 2021 to May 18<sup>th</sup>, 2022 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 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 **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. 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 guaranty or warranty, either expressed or implied, with respect to the property.

**h. 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.

**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 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, May 19<sup>th</sup>, 2021.

**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. DACW43-9-21-098</b> <b>DATE OF OPENING: May 19<sup>th</sup>, 2021</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, **1222 Spruce Street, St. Louis, Missouri 63103**

**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**  
**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 **DACW43-9-21-098**, dated **April 21<sup>st</sup>, 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 rental in the form of In-Kind Services set out below:

**TERM:** beginning **May 19<sup>th</sup>, 2021** and ending **December 31<sup>st</sup>, 2023**

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

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

Bid the monetary amount of the 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:

<b>Mowing:</b>	<b>YES</b>	<b>NO</b>
Open fields/ food plots: \$19.15/acre	<input type="checkbox"/>	<input type="checkbox"/>
Overgrown fields/ boundary line with skid steer: \$1,200.00/acre	<input type="checkbox"/>	<input type="checkbox"/>
<b>Planting including seed cost:</b>		
Food plot (grass for hay): \$153.00/acre	<input type="checkbox"/>	<input type="checkbox"/>
Pollinator plot: \$173.00/acre	<input type="checkbox"/>	<input type="checkbox"/>

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: _____



**HONKER'S POINT – IN-KIND SERVICES****Bidders must identify item(s) they wish to perform:**

Bid the monetary amount of the 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:

<b>Mowing:</b>	<b>YES</b>	<b>NO</b>
Open fields/ food plots: \$19.15/acre	<input type="checkbox"/>	<input type="checkbox"/>
Overgrown fields/ boundary line with skid steer: \$1,200.00/acre	<input type="checkbox"/>	<input type="checkbox"/>
<b>Custom Farming:</b>		
Ground prep, fertilizing, planting, harvesting: \$ 132.70/ acre	<input type="checkbox"/>	<input type="checkbox"/>
Purchase seed corn: \$198.00/bag	<input type="checkbox"/>	<input type="checkbox"/>
<b>Planting including seed cost:</b>		
Food plot (grass for hay): \$153.00/acre	<input type="checkbox"/>	<input type="checkbox"/>
Winter Cover (planted behind corn): \$135.00/acre		
Pollinator plot: \$173.00/acre	<input type="checkbox"/>	<input type="checkbox"/>

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 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: 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.

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)

**EXHIBIT "A"**  
**LAND USE REQUIREMENTS**  
**For Agricultural (Hay) Leases and In-kind Services at**  
**Rend Lake, Illinois**

The lessee agrees to conduct all farming operations in accordance with the land use practices set forth herein. The lessee may not enter into any current or future farm subsidy programs based on these leased lands without prior written permission from the St. Louis District. The policy of the U.S. Army Corps of Engineers is to allow participation in programs sponsored by the United States Department of Agriculture (USDA), but such participation, if any, shall be subject to absolute compliance with the terms of the lease and with the requirements of the land use regulations. This shall be regardless of whether the lease terms and land use regulations are compatible with the requirements of the U.S.D.A. program.

All Hay Leases may be any combination of forage and/or silage crop as determined by lessee and approved by the Operations Manager.

**1. ACCESS** - Access to or across Government-owned land shall be by routes designated by the Operations Manager. Access is limited to the lessee and their authorized employees only for agricultural practices. Maintenance of field access roads is the responsibility of the lessee. Access will be a minimum of twenty feet in width and will include field roads and borders between all fields and wood lines/fencerows. Proposed repair, improvement or widening of existing roads or trails to obtain access to an area shall be reported to and coordinated with the Project Office prior to starting any repair or improvement activity. Field access roads will be maintained with a vegetative cover where possible. No new roads shall be constructed without prior approval of the Operations Manager. Field access gates are a minimum of 16 feet and a maximum of 30 feet in width and must be taken into consideration when bidding. Gates accessing lease areas are to be closed at all times. All gates will be closed and locked upon completion of daily work activities. All areas are available for walk-in public use for hunting, fishing and other recreation activities.

**2. KEYS** – The Government will issue keys for gates within the lease area. A maximum number of two (2) keys will be issued to the lessee. Lessees will retain their keys throughout the term of the lease and will be allowed in lease areas for official business only. All keys must be returned by the end of the lease term, or shortly following lease's expiration date. Lessees failing to return government-issued keys will be billed at a rate of \$250 per key. Until these fees are paid, all future bids/lease proposals will result in rejection.

**3. DAMAGE TO GOVERNMENT PROPERTY** - The lessee shall be responsible for restoring and/or repairing any damage to government property including but not limited to gates, posts, fencing, or any rutting caused by harvesting, planting or other activities. Any such damage will be repaired and/or replaced to its original condition at

no cost to the Government or paid for in accordance with a billing letter prepared by the Government.

**4. 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 no later than 10 November of each year, unless approved by the Operations Manager. Any equipment not approved for remaining on the lease after 10 November, may be impounded. Any impoundment fee incurred will be charged to the lessee. All down timber or debris on access roads or in leased acreage must be removed and placed along fencerows or field borders prior to field preparation, or within respective growing season. The lessee shall not burn trash, stubble, debris, or other crop residue without permission from the Operations Manager.

**5. PRE-WORK CONFERENCE** – Initially, lessee must attend a pre-work conference prior to any farming operations. The conference will be held at the Rend lake Project Office and will be scheduled at a mutually agreeable time between the Corps and the lessee. The following should be submitted by the lessee at the pre-work conference:

- a. A list of all employees who may access the leased area.
- b. Pre-Use application forms for all pesticides proposed to be used on the lease area.
- c. If pesticides are going to be used on the leased area, the lessee must furnish a copy of the private applicator's license or a copy of the commercial applicator's license.
- d. A MSDS sheet must be supplied for all pesticides used.
- e. Phone number to be reached during the hours of 8 a.m. to 4 p.m.

**6. INSPECTION** – The Operations Manager or his/her representative reserves the right to inspect each lease for compliance with the lease terms. Project personnel will complete periodic inspections.

**7. VIOLATIONS** – Any violation of the lease terms, land use regulations, or use of the lease area for purposes other than those authorized may result in revocation of the lease, removal from the bidder's list, forfeiture of deposit, and appropriate restitution if deemed necessary.

**8. SOIL DISTURBANCE** – Both tillage and fertilization shall be in accordance with accepted soil conservation practices to prevent excessive soil erosion and to maintain high soil nutrient levels. Some areas may require the use of no-till practices as deemed necessary by the Operations Manager. Areas will not be tilled after harvest,

unless approved for winter cover plantings, as crop residue will be left to reduce soil erosion and provide ground cover.

**a.** 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.

**9. NUTRIENT REQUIREMENTS** – The lessee shall apply fertilizer to maintain the soil fertility at rates to maximize crop/hay production. The Government will schedule and provide current soil testing and results. The Government will also apply lime as recommended by the soil test results.

**10. SUCCESSION CONTROL** – In order to maintain succession control, the lessee is required to bush-hog all grass, pollinator fields, and non-planted areas of the lease, to include access roads, twice during the growing season. The first mowing should occur between 15 April and 15 May and the second mowing should occur between 1 August and 31 August.

**11. USE OF PESTICIDES** – All lessees using pesticides on government property are required to have a “private applicator’s license” issued by the State of Illinois and a copy of the license must be submitted to the Operations Manager prior to any pesticide use on government property. 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. Prior to use, the Project Office must approve all pesticides in writing. The lessee will submit a pre-use form (Appendix A) for all potential pesticide varieties by April 1. All pesticides will be approved on a case-by-case basis and only “general use” pesticides will be considered. Pesticides must be used in strict accordance with U.S. Environmental Protection Agency standards and manufacturer’s label. The lessee will submit a post use form (Appendix B) of all pesticides used on the lease area by 1 September of each year.

**12. WEED CONTROL** – Weeds may be controlled through cultivation, herbicide applications, proper seedbed preparations, proper planting depths, narrower row widths, or a combination of these. If vegetation considered detrimental to Corps property or project wildlife is identified on the lease acreage, the lessee shall effectively control this vegetation during the recommended time frames to 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.

**13. TREE REMOVAL** – As part of federal guidance to preserve endangered bat habitat, no standing trees (whether dead or alive) are to be removed from April 1 through 30 September, without prior approval from the Operations Manager, or his/her representative.

**14. HAYING** – The cutting of hay crops shall be accomplished from 15 May through 30 September. Hay will not be stacked or stored on government property

without prior approval from the Operations Manager. All cut and/or windrowed grass will be promptly baled, and all bales will be removed from government property within 15 days after baling. The seed varieties must be approved by the Operations Manager, or his or her representative.

**15. SILAGE CHOPPING** – The chopping of corn silage must be completed before September 1, ideally during the second or third week of August. Ten (10) % of the crop shall be left in small sections/strips throughout each field and not just along the field edge. This is for wildlife cover. The corn can be harvested after March 15 of the following year unless directed otherwise by the Operations Manager, or his or her representative, for the planting of a winter cover.

**16. IN-KIND SERVICES** – There is no monetary payment for the use of Government lands within this hay lease. Payment will be made through in-kind services.

**a.** Scheduled pollinator fields are the lessee's responsibility to prepare the grounds, supply and sow the seed, and maintain for the duration of the lease. The seed mix must be native and approved by the Operations, or his or her representative, prior to purchasing and sowing. As long as the planting is successful, the lessee only has to purchase and sow the seed once during the first year of the lease. If it is not successful, the lessee must retry until successful.

**b.** Scheduled boundary line maintenance is the responsibility of the lessee to maintain ten feet on the Corps side of the boundary posts and two feet around each post a minimum of once per year. The posts should always be visible and the 10 feet should always be accessible. The Government will provide the line supplies and labor to keep the correct post and monument markings.



**BID ITEMS:**

<b>Buttonbush Bay Hay Lease</b>				
	2021	2022	2023	Measurement
Field A	Plant Pollinator Seed	Reseed if poor results	Mow 1x	1 AC
Field B	Grass Hay Crop – Harvest 2x/yr	Grass Hay Crop – Harvest 2x/yr	Grass Hay Crop – Harvest 2x/yr	6 AC
Field C	Grass Hay Crop – Harvest 2x/yr	Grass Hay Crop – Harvest 2x/yr	Grass Hay Crop – Harvest 2x/yr	1.5 AC
Field D	Plant Pollinator Seed	Reseed if poor results	Mow 1x	4 AC
Field E	Grass Hay Crop – Harvest 2x/yr	Grass Hay Crop – Harvest 2x/yr	Grass Hay Crop – Harvest 2x/yr	8.5 AC
Field F	Grass Hay Crop – Harvest 2x/yr	Grass Hay Crop – Harvest 2x/yr	Grass Hay Crop – Harvest 2x/yr	4 AC
Field G	Mow 2x/yr	Mow 2x/yr	Mow 2x/yr	4.5 AC
Field H	Grass Hay Crop – Harvest 2x/yr	Grass Hay Crop – Harvest 2x/yr	Grass Hay Crop – Harvest 2x/yr	7 AC
Boundary Line	Clear/Mow 10 ft Wide	Clear/Mow 10 ft Wide	Clear/Mow 10 ft Wide	1 MI
Access Roadway/ Field Boundary	Mow 2x/yr	Mow 2x/yr	Mow 2x/yr	5 AC

<b>Honker's Point Hay Lease</b>				
	2021	2022	2023	Measurement
Field A	Grass Hay Crop - Harvest 2x/yr	Grass Hay Crop - Harvest 2x/yr	Grass Hay Crop - Harvest 2x/yr	8 AC
Field B	Grass Hay Crop - Harvest 2x/yr	Grass Hay Crop - Harvest 2x/yr	Grass Hay Crop - Harvest 2x/yr	13 AC
Field C	Corn followed by winter cover	Corn followed by winter cover	Corn followed by winter cover	8.5 AC
Field D	Corn followed by winter cover	Corn followed by winter cover	Corn followed by winter cover	3 AC
Field E	Clear Debris from Field / Plant Pollinator Seed	Reseed if poor results	Mow 1x	3.5 AC
Field F	Clear Debris from Field / Plant Pollinator Seed	Reseed if poor results	Mow 1x	5 AC
Access Roadway/ Field Boundary	Mow 2x/yr	Mow 2x/yr	Mow 2x/yr	3.5 AC

## APPENDIX "A"

### U. S. ARMY CORPS OF ENGINEERS ST. LOUIS REND LAKE 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 Rend Lake Project Office before pesticides are applied.**

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

**ANTICIPATED USAGE  
REPORT**

**ACTUAL USAGE  
REPORT**

**FIELD OFFICE:**

**DISTRICT:**

**CALENDAR YEAR:**

**DATE:**

**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:**

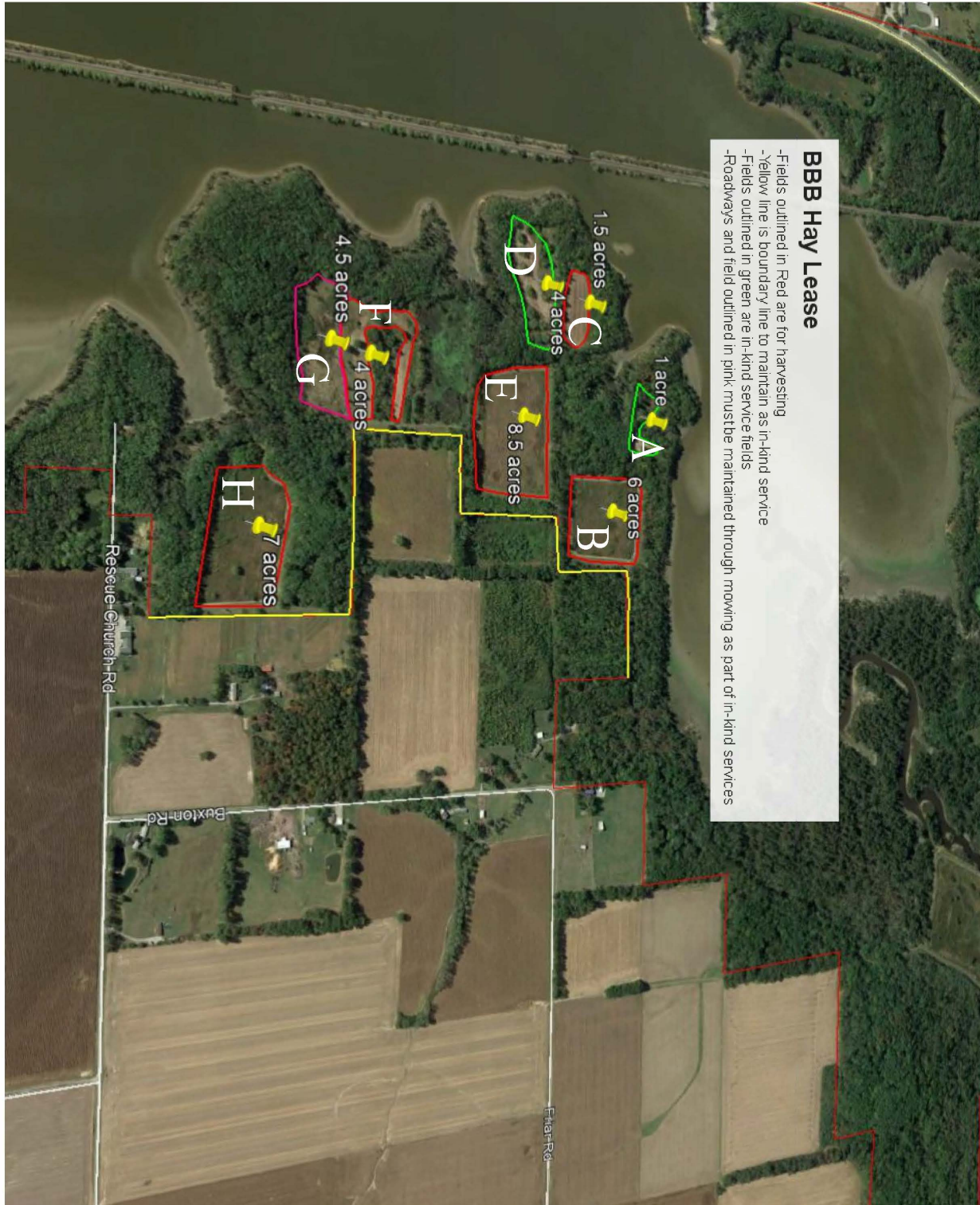
**TOTAL ESTIMATED  
QUANTITY:**

**TOTAL ESTIMATED  
ACREAGE:**

## EXHIBIT "B"

### Maps

#### Buttonbush Bay





## Honker's Point

