



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 WAPPAPELLO LAKE, MISSOURI
for Agricultural Purposes Only**

**NOTICE NO. DACW43-9-24-046
DATED: January 17, 2024**

BID OPENING WILL BE CONDUCTED

DATE: February 6, 2024

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 **January 30, 2024, at 1:00 PM, at the Wappapello 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: **1 Lease**

Usable Acres: **40 Total Acres**

Term: **4 years and 10 months with option for additional 5 year renewal**

Beginning: **March 1st, 2024**

Ending: **December 31st, 2028**

****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
Wappapello Lake, Missouri

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 February 6, 2024.

1. **INSPECTION INFORMATION:** Arrangements for an inspection of the lease units are to be made with the Natural Resources Staff, **Wappapello Lake, 10992 Missouri T, Wappapello, MO 63966**. 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 Natural Resources Staff.
2. **DESCRIPTION:** See attached maps for description of the property, **EXHIBIT “B-1”**. 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 non-compliance.
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 **Five (5) Years**, beginning **March 1st, 2024** and ending **December 31st, 2028**, as specified on the application sheet.

c. Payments of Rental. The term of the lease will be for Five (5) Years, 15-day period. Annual rent more than \$1000 will be on a semi-annual basis, payable on March 15 and September 15 of each year in advance.

d. 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.

e. 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 Natural Resources Staff at Wappapello Lake. The Government makes no guaranty or warranty, either expressed or implied, with respect to the property.

f. 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.

g. 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.

h. 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, February 6, 2024.**

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. DACW43-9-24-046
DATE OF OPENING: Feb. 6, 2024
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 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 Natural Resources Staff, U.S. Army, Corps of Engineers, **Wappapello Lake Project Office, 10992 Missouri T, Wappapello, MO 63996.**

k. Attendance to Bid Opening 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 **314-331-8625** for an escort to the bidding room at the Robert A. Young Building. The bid opening doors will close at 2:00 pm on February 6, 2024. No one will be permitted to enter the bid opening nor submit a bid after 2:00 pm on February 6th.

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
Wappapello Lake, Missouri

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 **DACW43-9-24-046**, dated **January 17, 2024**, for the leasing of property at Wappapello Lake, Missouri, 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 set out below:

TERM: All items are for crops, beginning **March 1st, 2024** and ending **December 31st, 2028**.

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

ITEM NO.	LEASE UNIT	TOTAL ACRES	SPECIAL REQUIREMENTS	RENTAL PER YEAR
1.	Little Creek T27N, R7E, S3	40	Land Use Regulations	\$ _____

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: WAPPAPELLO LAKE, MISSOURI

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 at
Wappapello Lake, Missouri

The lessee agrees to conduct all farming operations in accordance with the land use practices set forth herein. **Failure to follow any conditions set forth in the land use regulations may result in lease termination.**

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 Agricultural/Hay Leases may be any combination of row crops and hay crops as determined by lessee.

1. **PRE-WORK CONFERENCE** –Initially, lessee must attend a pre-work conference prior to any farming operations. The conference will be held at the Wappapello 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 SDS sheet must be supplied for all pesticides used.
- e) Phone number or alternate method to be reached during the hours of 8 a.m. to 4p.m. (answering machine, home phone, cell phone, etc.).
- f) A crop plan identifying planting/management for each field within the lease.

2. **ACCESS** - Access to or across Government-owned land shall be by routes designated by the Operations Manager (See Lease Maps for Route Locations). Access is limited to the lessee and their authorized employees only for agricultural practices. **Maintenance of field access roads and creek crossings are the responsibility of the lessee.** 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 roads will not be tilled or planted in row crops and will be a minimum of ten feet in width. 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 24 feet in width and must be taken into consideration when bidding. Field roads will vary in width and potentially be less than 16' in width. **Gates accessing lease areas are to be closed at all times. All gates will be closed and locked at the end of each workday.** All areas are available for walk-in public use for hunting, fishing, and other recreation activities. **During Firearms Deer Season all farming practices and vehicular access is prohibited.**

3. **KEYS** – The Government will issue keys for gates within the lease area. A maximum number of four (4) 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 the lease 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 will result in rejection.
4. **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, tie back chains, posts, fencing, or any rutting caused by harvesting, planting, vandalism, or any other activities. **Gates that are damaged in a way that keeps them from being closed and locked will be repaired within 48 hours.** All 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.
5. **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 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 the respective growing season.** The lessee shall not burn trash, stubble, debris, or other crop residue without permission from the Operations Manager.
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 until 1 April, except approved winter wheat plantings, as crop residue will be left to reduce soil erosion and provide ground cover.
9. **NUTRIENT REQUIREMENTS** – Lime or fertilizer shall be applied to maintain the soil fertility at rates to maximize crop production. The Government will not provide current soil test results, and if the lessee desires this information, it will be his/her responsibility to perform/conduct soil tests. The Corps may acquire soil test to check soil fertility.
10. **SUCCESSION CONTROL** – In order to maintain succession control, the lessee is required to bush-hog all grass and non-planted fields and other areas of the lease, to include access roads, twice during the growing season. The first mowing should occur between 15 June and 30 June and the second mowing should occur between 1 September and 15 September of each year.

11. USE OF PESTICIDES –

- a) All lessees using pesticides on government property are required to have a “private applicator’s license” issued by the State of Missouri and the license number 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.
- b) Prior to use, the Project Office must approve all pesticides in writing. All pesticides will be approved on a case-by-case basis. 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 (Attachment 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. WILDLIFE FOOD – To supplement the food supply for wildlife, ten percent (10%) of the leased acres for each lease area must be left standing each year. The acreage to be left may be designated in one field or in several different fields. The location of the ten percent (10%) wildlife food will be chosen prior to harvest by the Operations Manager or his/her representative to provide the maximum benefit to wildlife. The ten percent wildlife food left from a previous year may be mowed and/or harvested after 1 April to reduce volunteer seed germination. The lessee shall contact the Operations Manager or his/her representative prior to harvesting for directions on the location of the leave requirements. Wheat will not be kept as designated leave. **Leased ground designated as hay, will be required to no-till drill and fertilize ten percent (10%) of the hay acreage in food plots consisting of a combination of Wheat/Oat/Winter Pea/Barkant Turnip.** Using no till practices, lease holder will plant a combination of wheat/oat/winter peas, and Barkant turnip seeds in rows spaced no less than 3” and no more than 6” apart at depths and soil conditions specified by and in accordance with the manufacturer’s recommendations. Rates planted per acre will be 50 pounds of both wheat and oats, 25 pounds of winter peas, and 2 lbs of Barkant turnips. The crops cannot be planted before August 15th and must be planted before October 1st. Food Plots will be fertilized using a hopper-type buggy that evenly broadcasts fertilizer, at the rate of 100-50-50 actual pounds of fertilizer per acre. Nitrogen must be treated to stop volatilization. Fertilizer must be applied within ten days of the crop planting.

14. TREE REMOVAL – As part of federal guidance to preserve endangered bat habitat, no standing trees (whether dead or alive) may be removed without prior written permission from the Operations Manager, or his/her representative. Only trees that are deemed to be encroaching on roadways or posing a hazard will be considered for removal and removal will be limited to 1 November through 31 March.

15. HAY – If lessee chooses to hay any or all portions of a lease, the cutting of hay crops including silage shall be accomplished from 15 May through 15 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, if applied, must be approved by the Operations Manager, or his or her representative.

16. EQUIPMENT - All equipment shall be promptly removed from the lease area no later than 15 September of each year, unless being used for harvest operations or approved by the Operations Manager, or his or her representative. Any equipment not approved for remaining on the lease after 15 September may be impounded. Any impoundment fee incurred will be charged to the lessee.

APPENDIX "A"
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 _____

Submitted By: _____ Date: _____
Signature of Applicator

Approved _____ Disapproved _____

Natural Resource Specialist DATE: _____

Reason for disapproval: _____

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

**APPENDIX “B”
POST-USE PESTICIDE REPORT**

Easement / Lease No. DACW _____

Area of Application _____

Lessee / Easement Holder _____

Address _____

City _____

Phone # _____

Pesticide (Trade Name) _____

Target Pest _____

Number of Applications _____

Acres and Type of Area Applied to _____

Pesticide EPA Registration # _____

EPA Classification _____ General Use _____ Restricted Use

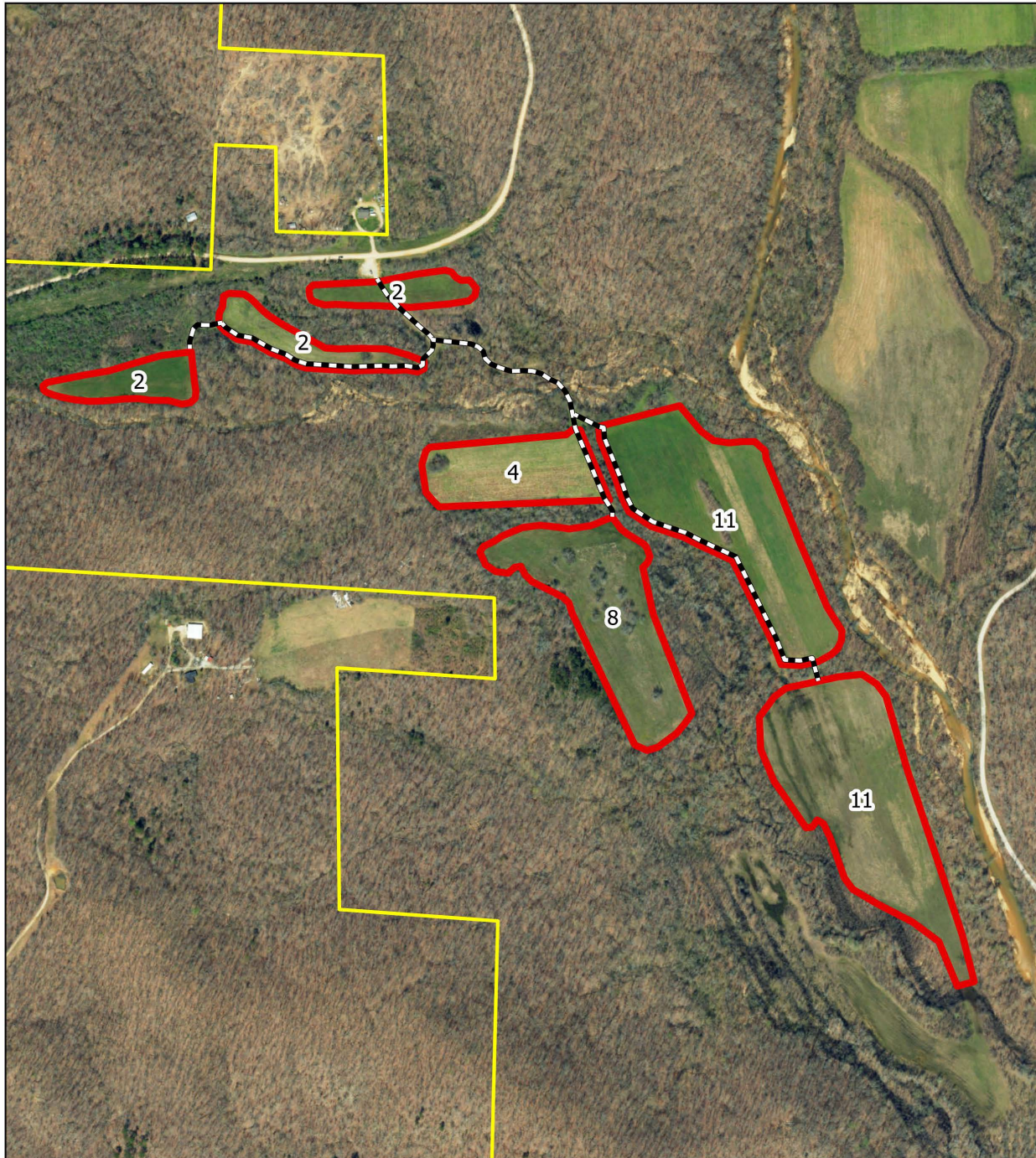
Total Amount Applied _____

Additional Remarks _____

Signature of Lessee

Signature of Applicator

EXHIBIT "B-1"



LEGEND

- Leased Fields
- Access Roads
- Wappapello Boundary

Item # 20
LITTLE CREEK
Contract #

FIELD ACRES - 40
T27N, R7E, S3,
Tracts #'s 116, 123, 124,