



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. DACW43-9-19-152  
DATED: April 17, 2019

**BID OPENING WILL BE CONDUCTED**

**DATE: MAY 23<sup>th</sup>, 2019**

**TIME: 2:00pm**

**LOCATION:**

**U.S. ARMY CORPS OF ENGINEERS  
ST. LOUIS DISTRICT, REAL ESTATE  
1222 SPRUCE STREET  
ST. LOUIS, MISSOURI 63103-2833  
314-331-8163**

**NOTE:** A Pre-Bid Conference will be held at 8:00 AM, on Thursday, April 25<sup>th</sup>, 2019, and 8:00 AM, on Tuesday, April 30<sup>th</sup>, 2019 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: **93**

Term: **4 Years, 7 Months**

Beginning: **June 1<sup>st</sup>, 2019**

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**  
**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: Corps of Engineers St Louis District, 1222 Spruce Street, St Louis, MO 63103, until May 22<sup>nd</sup>, 2019.

**1. INSPECTION INFORMATION:** Arrangements for an inspection of the lease units are to be made with the Project Manager, **Wappapello Lake, 10992 Highway T, Wappapello, Missouri**. 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"**. The maps are believed to be correct, but any error or omission in the description of the property or on the maps shall not constitute any ground or reason for nonperformance of the provisions and conditions of the lease or claim by the lessee for any refund or deductions from the rental. All acreages stated in this Notice of Availability are approximate. Prospective applicants should verify the actual useable acreage for each lease unit.

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

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

**5. TERMS AND CONDITIONS OF LEASING:**

**a. Form of Lease**

1. The successful applicant will be required to enter into a lease with the United States substantially in accordance with the copy of the lease form attached hereto. The lease will be subject to any existing easements for electric power transmission lines, telephone or telegraph lines, water, gas, gasoline, oil, or sewer pipelines, or other facilities located on the property covered by said lease.

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

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

**4.** If your application is successful, you will receive an award letter and a copy of the lease executed by the United States. In the event the application is unsuccessful, you will be informed by letter and your un-cashed check or money order will be returned.

**b. Term.** The leases will be for a period of four (4) years, seven (7) months, beginning **June 1<sup>st</sup>, 2019 and ending December 31<sup>st</sup>, 2023**, as specified on the application sheet. The period of June 1<sup>st</sup>, 2019 to December 31<sup>st</sup>, 2019 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.** While the term of the lease will be for 4 years 7 months, period, the period from June 1<sup>st</sup>, 2019 to December 31<sup>st</sup>, 2019 will be considered the first year of the lease. The annual rental payment will be due on April 1<sup>st</sup> of each year in advance. The first rental payment must be made as a deposit accompanying the bid.

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

**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 Wappapello 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 bidding 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 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 May 22<sup>nd</sup>, 2019.

**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

<b>NOTICE NO. DACW43-9-19-152</b> <b>DATE OF OPENING: May 23<sup>rd</sup>, 2019</b> <b>TIME OF OPENING: 2:00 pm</b>	<b><u>SEALED BID – DO NOT OPEN</u></b>  U.S. ARMY CORPS OF ENGINEERS ST. LOUIS DISTRICT 1222 SPRUCE STREET REAL ESTATE DIVISION, ROOM 4.302 ST. LOUIS, MISSOURI 63103-2833
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Outer Envelope Label To: REAL ESTATE DIVISION

<i>Your Return Address</i>	U.S. ARMY CORPS OF ENGINEERS ST. LOUIS DISTRICT 1222 SPRUCE STREET REAL ESTATE DIVISION, ROOM 4.302 ST. LOUIS, MISSOURI 63103-2833
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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, **Wappapello Lake, 10992 Highway T, Wappapello, Missouri 63966.**

**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 314-331-8163 for an escort to the bidding room at the Robert A Young Building. The bid opening doors will close at 2:30 pm.

**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**  
**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 **DACW43-9-19-152**, dated **April 17<sup>th</sup>, 2019**, 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 in the form of cash or check:

**TERM:** The duration of this lease is four (4) years, seven (7) months. The first year starting June 1<sup>st</sup>, 2019 and ending December 31<sup>st</sup>, 2019. Consideration will be collected April 1<sup>st</sup> of every year.

**DEPOSIT:** Enclosed are separate money orders or checks, payable to Finance and Accounting Officer, U.S. Army Corps of Engineers, totaling \$\_\_\_\_\_ to cover the required deposit, which is equal to the first rental payment.

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





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)**

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**Printed Name**

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**Signature**

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**Street Address**

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**City, State and Zip Code**

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**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:** DACW43-1-19-153  
(FOR OFFICIAL USE)

**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 REGULATIONS  
For  
Agricultural/Hay Leases  
Wappapello Lake, Missouri**

**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/her 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/her 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 Operations Project Manager or his/her representative 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 to the lease or to request a change to the planting and work schedule.

h. All leases may be any combination of row crops or hay as determined and approved in the annual crop plan.

**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/her 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** – Lessee will use Project supplied padlocks for government owned field access gates. Lessee will coordinate with Wappapello Lake Environmental Stewardship personnel if there are any issues with the Project supplied padlocks on any of the gates. Any damage to the gates caused by the lessee will be the responsibility of the lessee to fix. Gates are to be closed at all times and locked at the end of each work day. Access for official business and farming practices only. Lessees failing to return government-issued keys will be billed at a rate of \$250.00 per key. Lost keys are to be replaced at \$250.00 per key, per incident. Until these fees are paid, all future bids will result in rejection.

6.        **LAND USE REQUIREMENTS VIOLATIONS** - In the event the lessee violates one or more of the Land Use Requirements contained herein the Lessee will pay the Government upon demand \$100 administrative costs plus actual cost, in satisfaction of liquidated damages, an amount to be documented by the said officer and a bill for same will be presented to the Lessee. 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 Wappapello Lake Project Office. The lessee is the only person whom the Corps 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 lease 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 that are not gravel surfaces 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. LIME AND FERTILIZER REQUIREMENTS

- a. Fertilizer shall be applied at or above the rate specified in the soil test for the crop specified in the planting and work schedule.
- b. Lime shall be applied to maintain the soil at or above the rate specified in the soil test.
- c. Field border strips are excluded from the fertilizer and lime 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 of government property. Any spills or accidents shall be immediately reported to the Operations Manager or his representative and properly cleaned up. 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** only be used on government property after attaining approval from the Project Operations Manager or his/her representatives.

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 Missouri. Alternately, a contracted licensed commercial applicator may be employed.

g. Prior to use, the Operations Manager or his/her representative must approve all pesticides in writing. Approval period will take five working days.

h. The Lessee shall submit a pre-use pesticide application form (See 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/her 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. Minimal tillage is defined as one light disking and one cultivation with 30-70 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.

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 the crop acres for each lease will left standing each year.

ii. The location of the ten (10) percent standing crop wildlife food will be chosen prior to harvest by the Operations Manager or his/her representative to provide the maximum benefit to wildlife. The lessee shall contact the Operations Manager or his/her 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 15 March of the following crop year. After this date, the lessee may harvest the crop remaining in the fields if the field is scheduled to be planted in crops. The lessee may not harvest standing crop wildlife food in fields scheduled to be idle. The lessee will be required to leave the standing crop wildlife food or any remaining unharvested crop on the final year of the lease.

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, twice annually with the first mowing occurring between June 15 to July 15 and the second occurring between September 1 and September 30. 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, shall be mowed twice annually with the first mowing occurring between June 15 and July 15 and the second occurring between September 1 and September 30.

ii. Buffer Zones – A Wildlife buffer zones and riparian zones are



marked in the field. They are not to be mowed, farmed or used as turn areas for equipment.

**14. CROP ROTATIONS, MANIPULATIONS AND HARVEST**

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

b. The lessee shall leave all crop residue and grain lost during harvesting operations. There shall be no tilling, disking, or other soil disturbances between 30 October and 1 April.

15. **FALLOW FIELDS** - In the event the lessee deems it unprofitable to crop a specific field or series of fields in any given year, an alternative to planting must be performed. Lessee must perform either a one-time disking or mowing of the normally-cropped portions to control the growth of weedy tree/shrub species.

16. **TREE REMOVAL** - As part of federal guidance to preserve endangered bat habitat, no standing trees (whether dead or alive) are to be removed from 15 March through 31 October, without prior approval from the Operations Manager, or his/her representative.

17. **HAY** – If lessee chooses to hay any or all portions of a lease, 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 bailed and all bales will be removed from government property within 15 days after bailing. The seed varieties, if applied, must be approved by the Operations Manager, or his/her representative.

**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:

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**\*\*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) Date: \_\_\_\_\_

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

\_\_\_\_\_  
(Approving Official) Date: \_\_\_\_\_

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

---

Licence expiration date

---

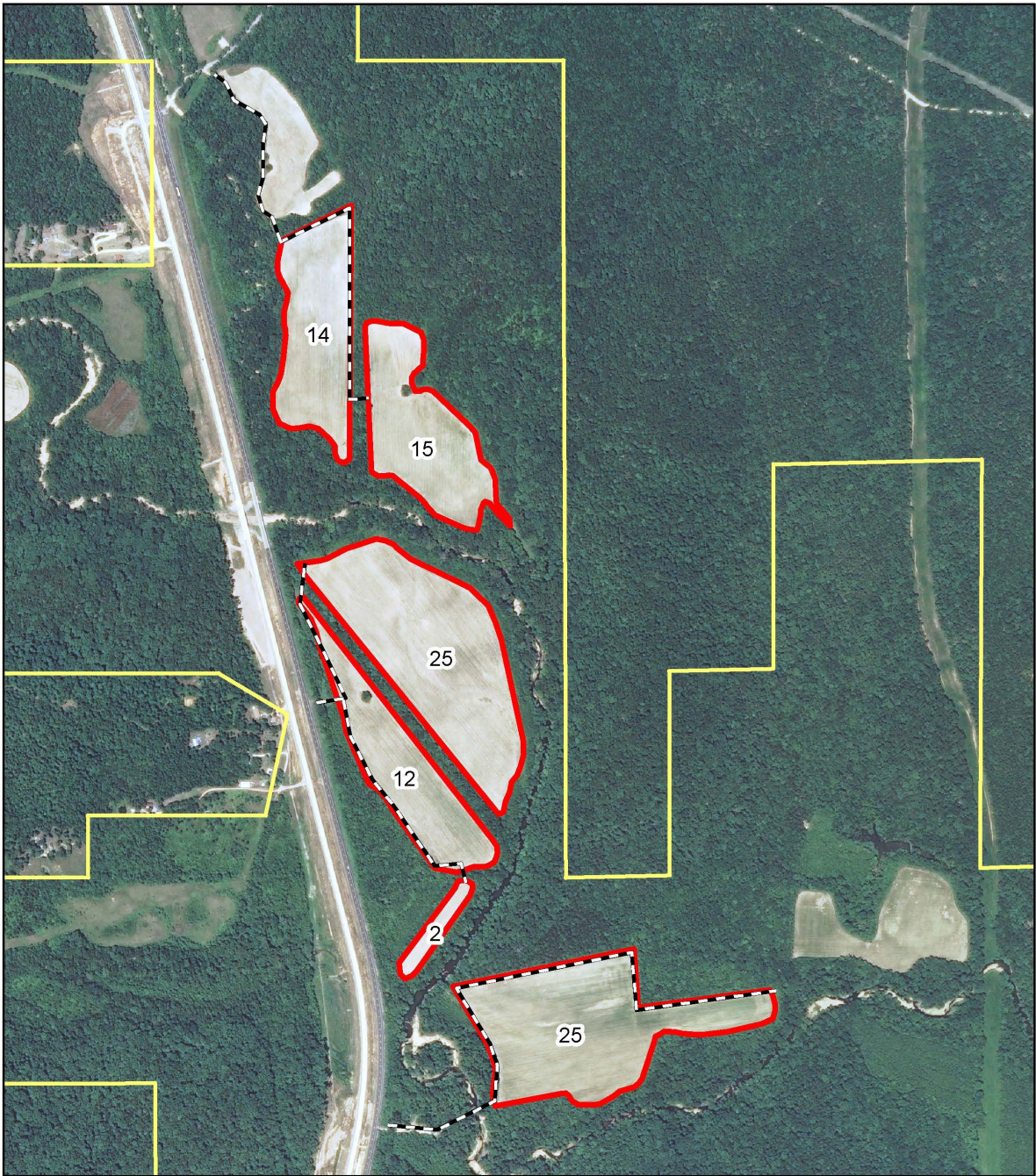
License type

---

Signature of applicator	Date
-------------------------	------

Signature of lessee	Date
---------------------	------

**ATTACHMENT “D”**  
**(MAP)**



**LEGEND**

-  Leased Fields
-  Access Roads
-  Wappapello Boundary

ITEM #  
OTTER CREEK EAST  
Contract #DACW43-1-19-153

FIELD ACRES - 93  
T27N, R6E, S18, 19, 20  
Tract #'s 353, 354, 355  
366, 367