

REND LAKE CONSERVANCY DISTRICT

CASH FARM LEASE PROGRAM
2025-2029

BID SPECIFICATIONS

November 2024 Bid

Rend Lake Conservancy District Notice to Bidders 5-Year Cash Farm Lease Program

The Rend Lake Conservancy District (RLCD) is accepting bids for a "5-Year Cash Farm Lease Program" on all Tracts, Fields, and Farms of District land in Jefferson and Franklin Counties. Bid documents are available from Judith Markham at the RLCD Administrative Office at 11231 Marcum Branch Road in Benton, Illinois, 62812, 618-439-4321, or e-mailing request to comptroller@rendlake.org. Bids are due at 2:00 p.m. on Tuesday November 19, 2024.

If you need USDA maps of the tracts go to rendlake.org or call RLCD at 618-439-4321.

BID PROCEDURES & GENERAL REQUIREMENTS

BID PROCEDURES

Bids are to be submitted in sealed envelopes marked as follows:

"Farm Lease – November 19, 2024 Bid Opening"

Bids are to be submitted on the attached bid form to:

RLCD Administrative Office
Attn: Farm Bid
11231 Marcum Branch Road
P O Box 907
Benton, Illinois 62812

BID AWARD

The purpose of this bid is to award contract(s) to a Lessee(s) or Farmer(s) for the purpose of a "**Cash Lease Farm Program**" for all tracts, fields, and farms of District Land. The Board will be awarding bids to the bidders that exemplify the best ability to meet the goals of the District to maximize lease income while protecting and improving fertility and erosion control. **While "maximum lease income" is important, it is not the sole criteria that the Board will use in awarding the leases.** The Rend Lake Conservancy District reserves the right to refuse any or all bids, to waive any informality in the bid procedure and accept the bid considered to be in the best interest of the District.

Bids must be made by tract. No reductions or refunds will be made due to the incorrectness of the maps, plats, or FSA materials. If the tracts offered are not legally accessible or able to be rented due to disputed ownership or lack of ownership, the lease, as to those lands only, will be void and refunds will be made. The District reserves the right to refuse any, all, or a part of any or all bids. The District reserves the right to use the subsequent bidders if the initial bidder is unable to complete the request in the "Cash Lease Farm Program."

THOSE CHOSEN MUST SHOW THE ABILITY TO WORK COOPERATIVELY WITH THE DISTRICT TO MEET THE SPECIFICATIONS AND PLANS OF THE USDA FOR FERTILITY AND EROSION CONTROL THROUGH VARIOUS GRANT PROGRAMS. Examples of prior grants received will improve your chance of being selected.

BID PROCEDURES & GENERAL REQUIREMENTS (continued)

BID BOND, PERFORMANCE BOND, AND SERVICE CONTRACT

A bid bond is not required. A performance bond is not required for row crops. A contract is required. A copy of the Rend Lake Conservancy District Farm Lease that will be used is enclosed and made a part of these specifications.

QUESTIONS

Bidders may contact Judith Markham at 618-439-4321 or e-mail her at comptroller@rendlake.org with questions about the bid. Only those questions addressed in a written addendum to all who received bid packets from the District shall be considered to modify these bid specifications.

SERVICE REQUIREMENTS & LOCATIONS

The District will enter into lease agreements with Lessees/Farmers for the purpose of a Cash Lease Farm Program. The District has approximately 17 tracts of land for lease. The tracts are listed on the attached bid form.

Tracts, Farms, and Fields are listed in accordance with FSA numbers. Unless noted otherwise, three are listed as Jefferson County and the remainder are listed as Franklin County Farms by the USDA.

The Lessee has the major responsibility in the management and operation of the farm business under a cash lease. Lessee provides all the farm labor and operating capital, and receives the total crop production. It will be to the Lessee's advantage to make the farm as productive as possible rather than mine its fertility and neglect minor repairs or improvements.

The bid amount shall be for each Tract as listed on the attached bid form and **NOT BY ACRE**. Leases will be awarded by Tract. The leases will be from, January 1, 2025 to December 31, 2029.

OPTIONAL BID: BIDDERS MAY BID ALL TRACTS FOR A SINGLE PRICE. Bidders may choose to ONLY bid the "All Tracts" option or may bid all or as many Tracts as they wish and also bid the "All Tracts" option. The Rend Lake Conservancy District, in its sole discretion, may choose the "All Tracts" option even if the sum of the individual tracts bid may be greater.

The terms and conditions of the lease are located in the Rend Lake Conservancy District Farm Lease enclosed and made a part hereof. The successful bids shall set the cash rent price for January 1, 2025 through December 31, 2029. This amount will be increased 3% each year thereafter.

Disclaimer: Any information provided regarding maps, acreage, and FSA/USDA records are meant to be of assistance to the bidders and to the local FSA offices. The Rend Lake Conservancy District is not responsible or liable for the information, acreage estimates, or renderings provided. Bidders must satisfy themselves as to the accuracy of the information. The information, maps, acreage estimates, or records will not be a part of the final contract between the parties. They are for assistance only.

I/We agree to provide services describe in the Bid Specifications titled "Rend Lake Conservancy District Farm Lease for January 1, 2025 through December 1, 2029 at the following price(s).

The successful bid shall set the cash rent price for Jan. 1, 2025 through December 31, 2029. This amount will be increased 3% each year for each succeeding year.

Bids must be a total per Tract or the OPTIONAL "All Tracts" as listed below and NOT BY ACRE

FARM#	TRACT#	Amount bid for Tract
1.	Farm 5317, Tract 8729 (Jefferson County)	_____
2.	Farm 7148, Tract 9955 (Jefferson County)	_____
3.	Farm 563, Tract 375	_____
4.	Farm 563, Tract 377	_____
5.	Farm 563, Tract 382	_____
6.	Farm 1249, Tract 393	_____
7.	Farm 1252, Tract 662 Except south 20 acres leased to FREDCO AND Farm 4934, Tract 18713	_____
8.	Farm 3148, Tract 657	_____
9.	Farm 3148, Tract 661	_____
10.	Farm 3148, Tract 17538 (excluding field 1)	_____
11.	Farm 3457, Tract 89	_____
12.	Farm 3457, Tract 97	_____
13.	Farm 3457, Tract 100	_____
14.	Farm 3457, Tract 112	_____
15.	Farm 3457, Tract 390 (Row crop and hay) The portion within the circle drive may not be row cropped but may be used for hay. Lessee must mow the area within the circle drive the week prior to the Fall Wine Festival each year.	_____
16.	Farm 3457, Tract 17540 (except shot fall area)	_____

17. Farm 3457, Tract 17674 (Jefferson County) _____

OPTIONAL BID:

TO FARM ALL TRACTS: _____
(May be bid separately and may be more or less than the sum of the Tracts)

Company Name & Address

Telephone _____

Fax _____ Mobile _____

Email _____

Signature _____

Print Name _____

Date _____

**REND LAKE
CONSERVANCY DISTRICT
FARM GROUND
MAPS**

AVAILABLE AT

www.RendLake.org

or call 618-439-4321

REND LAKE CONSERVANCY DISTRICT FARM LEASE

This lease Agreement is entered into on _____ for a term beginning January 1, 2025, between the **Rend Lake Conservancy District**, hereinafter referred to as Lessor or RLCD, and _____, hereinafter referred to as Lessee or Farmer, for the purpose of a cash lease farm program described in the following agreement.

Description of Land: **See attached Exhibit A**

Both parties agree to the following

1. Term: January 1, 2025 to December 31, 2029; **no** carryover wheat shall be planted in the final year. Lessee agrees that no additional notice will be given of the termination on December 31, 2029.
2. Lessee agrees to pay for the above described Farm(s) and Tract(s) as follows:
 - a. First year: 5% at time of signing contract (\$ _____), 45% by April 1, 2025 (\$ _____) the remaining 50% by September 1, 2025 (\$ _____).
 - b. Subsequent years: by March 1, 2026 \$ _____ and by September 1, 2026 \$ _____, and
 - c. by March 1, 2027 \$ _____ and by September 1, 2027 \$ _____, and
 - d. by March 1, 2028 \$ _____ and by September 1, 2028, \$ _____, and
 - e. by March 1, 2029 \$ _____ and by September 1, 2029, \$ _____.
3. Payment in form of Bank Cashier's check, certified check, bank draft, money order, (or ACH, or direct deposit with prior arrangement) made payable to the Rend Lake Conservancy District.
4. Lessee agrees to control all weeds and pests in an acceptable agricultural method and agrees to get **prior approval from the Lessor before using any insecticides, herbicides, or fungicides.**
5. **Rend Lake Conservancy District will pay any real estate taxes.**
6. Livestock will not be permitted on leased ground.
7. Lessee declares that Lessee has carefully inspected, in detail, the items described herein as well as the property to be leased. Lessor makes no warranty or guarantee that the information provided in the bid packet from the FSA is correct. Lessee declares that he has familiarized himself with the premises, the acreage, farming suitability, crop rotation, soil conditions, location, access, and all of the conditions affecting the farming of same and understands that in making this lease, he waives all rights to plead any misunderstanding regarding the lease.
8. Lessee agrees to provide all necessary labor, machinery, tools, seed, fertilizer, equipment, and insurance to do all of the work necessary for a farming operation in accordance with the requirements.
9. Crop rotation, chemical, and fertilizer application must be accomplished in such a manner to insure that the land is maintained in a condition as good as or better than it was in at the beginning of the lease. The farmer must annually notify RLCD of the crops yield and the amount of chemicals and fertilizers applied. Annual soil testing is not required. Any soil testing by Lessee shall be provided to Lessor. Lessor retains the right to do its own soil testing. Maintenance fertilizer is required on all fields annually by the Lessee. Maintenance levels for each crop are to be determined using Illinois Agronomy Handbook Table 11:23 and based on the previous year crop yield and productivity of each field. Lessee will apply lime as needed at Lessee's expense. Lessee shall notify Lessor before applying lime. Lessor reserves the right to apply lime residue from its Water Treatment Plant on some or on all of its leased lands, equally or unequally. Lime residue applications will be performed in accordance with IEPA regulations and appropriate loading rates. The Lessee will be provided with the application records for any such activity. The application of Water Treatment Plant Lime Residue, if performed, will reduce, or eliminate, the need for pH adjustment with agricultural lime by Lessee.

10. Lessee agrees to hold harmless the Lessor and its employees from all risks, suits, damages, expenses or claims due to the negligence of Lessee unless caused solely by the willful and wanton acts of Lessor. When services are required by other contractors other than the Lessee, the Contractor must sign and return a contractors form and proof of liability insurance to the Administration Office prior to beginning service.
11. Lessee shall maintain liability insurance of at least \$100,000 per person and \$300,000 per occurrence. Lessee agrees that if any required policies of liability insurance should lapse or claims to persons or property, resulting from Lessee's negligence, lapse, or are not renewed, the Lessee shall be liable for loss, injury, or damage. A proof of liability insurance document showing Lessor as an additional insured is to be submitted before the awarding of each lease.
12. Lessee agrees to yield possession of land in as good a condition as acceptable to Lessor, excepting the ordinary wear and tear.
13. Lessee shall not assign, subcontract or transfer any or all of the interests of the Lease. Lessee shall not invite or permit other persons to use the premises.
14. If Lessee violates or fails to carry out any of the regulations of the Agreement, the Agreement will be terminated upon Lessee's receipt of written notice of the termination by the Lessor.
15. If any portion of the leased land is needed by Lessor for development, or for its recreation facilities, this Agreement will be subject to cancellation following thirty-day written notice. Lessor will compensate Lessee at fair market value for any crop damage. If the Lessor causes loss or damage to Lessee's crop, the Lessor will compensate Lessee at fair market value. Lessor reserves the right to require Lessee to leave a portion of crops standing. Lessor will compensate Lessee at fair market value for any crops required to be left standing.
16. Lease shall not be used as basis for tenant hunting permits; however, Lessee acknowledges that leased premises are open for public hunting.
17. Lessee shall be an independent contractor. Supplies provided and services performed pursuant to this Lease are not rendered as an employee of the Lessor and amounts paid pursuant to this Lease are not compensation paid to an employee. Lessor assumes no liability for actions of Lessee under this Lease.
18. Lessee declares that he has carefully inspected in detail the items described herein.
19. The field across from the Rend Lake Event Center within the circle drive will be cut, baled, and bales removed, or at least mowed the week prior to the Southern Illinois Art and Wine Festival (held every October) so that there can be parking on the field. No damages will be paid for any loss due to this event. If Lessor requires the mowing of any fields at other times, the fair market value of the crop damaged will be paid by Lessor.
20. Any payments or notices to the parties shall be given to the parties at the addresses set forth at the bottom hereof unless a different address is provided to the other party in writing.
21. Lessee has the following duties in operating the leased lands:
 - a. To cultivate the farm faithfully and in a timely, thorough, and businesslike manner.
 - b. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass out. To mow ditches and road right of ways between all farm fields and the surrounding roads.
 - c. To keep open ditches, tile drains, tile outlets, grass waterways and terraces in good repair and refrain from any operation that will injure them.
 - d. To comply with pollution control and environmental protection requirements as required by local, state, and federal agencies, as well as to implement soil erosion control practices to comply with the soil loss standards mandated by local, state, and federal agencies.
 - e. The Lessee shall protect all desirable vegetation, such as grass field borders, grassed waterways, wildlife cover, shrubs, and trees. The Lessee shall refrain from any practice that will disturb permanent vegetation that helps prevent erosion control or that provides other conservation benefit.
 - f. To use care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides and other chemicals and similar substances; to read and follow label instructions for the use of such materials in order to avoid injury or damages to persons or property or both on the leased premises and adjoining areas; and to comply with state pesticide training, licensing, storing, and usage.

- g. Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturer's recommendation for the soil types involved and applied by a licensed applicator.
 - h. No chemicals or chemical containers will be disposed of on the property.
22. Lessee is restricted in the following manners:
- a. Not to burn cornstalks, straw, or other crop residues
 - b. Not to cut live trees
 - c. Not to erect or permit to be erected any commercial advertising signs on the farm, other than seed variety signs
 - d. Not to permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production
24. Lessee shall follow the following management and business procedures:
- a. Crops shall be rotated in a responsible manner. Except as noted hereafter, those crops may be any that are appropriate for the soils and the area. These would include, but not be limited to, corn, soybeans, milo, and wheat. Farmers have the option to divide tracts for rotation purposes if done in a responsible manner to establish an appropriate crop rotation and to reduce farming risk.
 - b. Lessee is encouraged to leave crop stubble in the fields.
 - c. Both parties agree to support the goals of minimizing soil erosion losses.
 - d. The Lessee shall be solely responsible for all employer obligations on hired labor with respect to safety requirements and social security and worker's compensation contributions, and the Lessor shall have no responsibilities therefore.
 - e. The Lessor reserves the right personally or by agents, employees, or assigns or to enter upon the premises at any reasonable time to view them, to work or make repairs or improvements thereon, to develop mineral resources or develop plans for recreational purposes.
 - f. Crop rotation, chemical, and fertilizer application must be accomplished in such a manner to insure that the land is maintained in a condition as good as or better than it was in at the beginning of the lease.
 - g. No reductions or refunds will be made due to the incorrectness of the maps, plats, or FSA materials. If the tracts offered are not legally accessible or able to be rented due to disputed ownership or lack of ownership, the lease, as to those lands, will be void and refunds will be made.

LESSEE:

LESSOR: The Rend Lake Conservancy District

SIGNATURE: _____

SIGNATURE: _____

SIGNATURE: _____

SIGNATURE: _____

ATTEST: _____

DATE: _____

DATE: _____

ADDRESS: _____

**ADDRESS: P.O. Box 907
Benton, Illinois 62812**

PHONE: _____

PHONE: 618-439-4321

EXHIBIT A

1. Farm 5317, Tract 8729 Jefferson County, Section 15, Township Elk Prairie, 4 South, Range 2 East
2. Farm 7148, Tract 9955 Jefferson County, Section 32, Township McClellan, 3 South, Range 2 East
3. Farm 563, Tract 375 Franklin County, Sections 16 & 21, Township Barren, 5 South, Range 2 East
4. Farm 563, Tract 377 Franklin County, Section 16 & 21, Township Barren, 5 South, Range 2 East
5. Farm 563, Tract 382 Franklin County, Sections 16 & 21, Township Barren, 5 South, Range 2 East
6. Farm 1249, Tract 393 Franklin County, Section 19, Township Ewing, 5 South, Range 3 East
7. Farm 1252, Tract 662 Franklin County, Section 31, Township Ewing 5 South, Range 2 East & Section 30, Township Ewing 5 South, Range 3 East except for the south 20 acres leased to FREDCO north of Marcum Branch Road and east of the west right-of-way line of Interstate 57 and west of the road known as Larry Foster Parkway or Gun Creek Trail, the north line is not presently determined but is a line that creates a 20-acre tract bounded on the south, west, and east as stated, **AND includes Farm 4934, Tract 18713.**
8. Farm 3148, Tract 657 Franklin County, Section 33, Township Barren, 5 South, Range 2 East
9. Farm 3148, Tract 661 Franklin County, Section 33, Township Barren, 5 South, Range 2 East
10. Farm 3148, Tract 17538 (excluding field 1) Franklin County, Section 6, Township Ewing, 5S, Range 3E
11. Farm 3457, Tract 89 Franklin County, Section 6, Township Ewing, 5 South, Range 3 East
12. Farm 3457, Tract 97 Franklin County, Section 4, Township Ewing, 5 South, Range 3 East
13. Farm 3457, Tract 100 Franklin County, Section 4, Township Ewing, 5 South, Range 3 East
14. Farm 3457, Tract 112 Franklin County, Section 8, Township Ewing, 5 South, Range 3 East
15. Farm 3457, Tract 390 Franklin County, Section 19, Township Ewing, 5 South, Range 3 East **The portion within the circle drive may not be row cropped but may be used for hay. Lessee must mow the area within the circle drive the week prior to the Fall Wine Festival each year.**
16. Farm 3457, Tract 17540 Franklin County, Section 6, Township Ewing, 5 South, Range 3 East except shot fall area.
17. Farm 3457, Tract 17674 per Franklin County FSA Farm numbering system and located in Section 31, Township Spring Garden, 4 South, Range 3 East Jefferson County.