

Greater Peoria Sanitary District
Farming of GPSD Property
Request for Proposal (RFP)



Posting Date on GPSD Website: September 26, 2022

Response Due: October 14, 2022 at 3:00 P.M. Central Time (per instructions below)

Invitation for Proposals

The purpose of the Request for Proposal (RFP) is to obtain proposals for farming the following GPSD property located on Salem School Road in Dunlap, Illinois for the calendar year 2023. Approximately 62 tillable acres.



PINs: 08-22-100-003 and 08-22-200-024

To be considered, each bidder must submit a completed and signed cash rent lease (see Exhibit A with parts to be completed highlighted) with the per acre amount inserted no later than 3:00 PM on October 14, 2022. Minimum amount is \$250/tillable acre.

Upon receipt, the District will perform an initial screen and may request of each bidder: certificate of liability insurance, references, list of properties currently farmed, and other information the District deems relevant. Responses to this RFP will then be evaluated based on: the per acre amount and the additional information requested. Final selection will be no later than October 28, 2022.

Proposals may be mailed to the District (address below), emailed (address below), or delivered to the District (address below).

All communications regarding this RFP and proposal should be directed to:

Brian F. Johnson, Executive Director
2322 S. Darst St.
Peoria, IL 61607
via e-mail to bjohnson@gpsd.org

CASH FARM LEASE

Date and names of the parties. This lease is entered into on November 1, 2022 between The Greater Peoria Sanitary and Sewage Disposal District, Lessor, at 2322 South Darst Street, Peoria, IL 61607 and [REDACTED] (name), [REDACTED] (address) (Phone: [REDACTED]), Lessee.

The parties to this lease agree to the following provisions:

Description of land. The Lessor rents and leases to the Lessee, to occupy and to use for agricultural purposes only, the real estate located in the County of Peoria and the State of Illinois as described in Attachment A.

Length of tenure. The term of this lease shall be one (1) year November 1, 2022 to October 31, 2023, and this lease shall continue in effect from year to year thereafter until written notice of termination is given by either party to the other at least one (1) month before expiration of this lease or any renewal.

Amendments and alterations to this lease may be made in writing at any time by mutual agreement. If the parties fail to agree on proposed alterations, the existing provisions of the lease shall control operations.

Section 1. Amount of Rent

A. The Lessee agrees to pay the Lessor annual cash rent for the above-described farm in the amount determined by the following method:

\$ [REDACTED] per tillable acre. There are 62 tillable acres, thus, the amount per tillable acre shall be multiplied by 62 to determine the annual cash rent. The annual cash rent shall be paid on December 1st of each year.

Section 2. Lessor's Investment and Expenses

The Lessor agrees to furnish the property and to pay the items of expense listed below:

- A.** The above-described farm, including fixed improvements.
- B.** Taxes on land, improvements, and personal property owned by the Lessor.

Section 3. Lessee's Investment and Expenses

The Lessee agrees to pay the items of expense listed below:

- A.** All the machinery, equipment, labor, fuel, and power necessary to farm the premises properly.
- B.** The hauling to the farm, except when otherwise agreed, of all material which the Lessor furnishes for making repairs and minor improvements, and the performing of labor, except skilled, required for such repairing and improving.
- C.** All seed, inoculation, disease-treatment materials, herbicides and fertilizers.

Section 4. Lessee's Duties in Operating Farm

The Lessee further agrees to perform and carry out the stipulations below.

A. Activities required:

1. To cultivate the farm faithfully and in a timely, thorough, and businesslike manner.

2. To inoculate all alfalfa and soybean seed sown on land not known to be thoroughly inoculated for the crop planted.
3. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
4. To haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements.
5. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair.
6. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
7. To keep the buildings, fences (including hedges), and other improvements in as good repair and condition as they are when he or she takes possession or in as good repair and condition as they may be put by the Lessor during the term of this lease – ordinary wear, loss by fire, or unavoidable destruction excepted.
8. To take proper care of all trees, vines, and shrubs, and to prevent injury to the same.
9. To keep the farmstead neat and orderly.
10. To prevent all necessary waste, or loss, or damage to the property of the Lessor.
11. To comply with pollution control and environmental protection requirements, and to implement soil erosion control practices to comply with the soil loss standards mandated by the state.
12. Insurance: For the term of the lease, Lessee shall maintain insurance with a carrier acceptable to the Lessor, insuring Lessee while performing on these premises hereunder for the following types and in stated minimum amounts:

Crop Insurance	\$0 per acre
Liability Insurance	\$300,000 per person
	\$300,000 per occurrence
Property Damage:	\$300,000 per occurrence
Workers Compensation:	Full Statutory Limits

Lessee shall furnish a Certificate of Insurance and agrees that all applicable insurance policies name the Lessor as an additional insured and to receive notice of termination of coverage.

13. To use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances, and to read and follow instructions on the labels 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.
14. 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. The Lessee agrees to provide to the Lessor, annually, a written report indicating the project name, amount, date of application and location of application of all pesticides and fertilizers used on the farm.
15. No chemicals will be stored on the property for more than one year. When chemicals or petroleum products are stored on the farm, they will be only those planned to be used on the farm and they will be in closed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the property.

B. Activities restricted. The Lessee further agrees, unless the written consent of the Lessor has been obtained:

1. Not to assign this lease to any person or persons or sublet any part of the premises herein leased.
2. Not to erect or permit to be erected any structure or building or to incur any expense to the Lessor for such purposes.
3. Not to add electrical wiring, plumbing, or heating to any buildings.
4. 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.
5. Not to plow permanent pasture or meadowland.
6. Not to allow any stock on any tillable land except by annual agreement.
7. Not to burn or remove cornstalks, straw, or other crop residues grown upon the farm.
8. Not to cut live trees for sale purposes or personal uses.
9. Not to erect or permit to be erected any commercial advertising signs on the farm.
- 10. NO HUNTING ALLOWED ON THE PROPERTY.**

C. Additional agreements: Lessee will rectify all fuel and chemical spills.

Section 5. Management and Business Procedures

The Lessor and Lessee agree that they will observe the following provisions. The decision making by the Lessor implied in Clause A below, or in any other part of this lease, does not contemplate material participation by the Lessor or the Lessor's heirs.

- A.** Except when mutually decided otherwise, the land use and cropping system shall be approximately as follows: 62 acres for rotated crops.
- B.** The Lessee shall be solely responsible for all employer obligations on hired labor with respect to safety requirements and social security and workers' compensation contributions, and the Lessor shall have no responsibilities therefore.
- C.** Both Lessor and Lessee affirm the goals of minimizing soil erosion losses and preserving the productivity of the land in ways that are consonant with their needs and desires for acceptable current returns to their individual inputs on the leased premises. To these ends they agree to implement as far as possible the best management practices recommended by the Soil Conservation Service and to cooperate with the agency's soil and water conservation programs.

Section 6. Default, Possession, Lessor's lien, Right of Entry, Mineral Rights, Extent of Agreement, Liability

The Lessor and Lessee agree to the following provisions:

- A. Termination upon default.** If either party fails to carry out substantially the terms of this lease in due and proper time, the lease may be terminated by the other party by serving a written notice citing the instances of default and specifying a termination date of 30 days from the date of such notice. Settlement shall then be made in accordance with the provision of Clause C of this section.

B. Yielding possession. The Lessee agrees at the expiration or termination of this lease to yield possession of the premises to the Lessor without further demand or notice, in as good order and condition as when they were entered upon by the Lessee, loss by fire, flood, or tornado, and ordinary wear excepted. If the Lessee fails to yield possession, the Lessee shall pay to the Lessor a penalty of \$100 per day or statutory double rent, whichever is less, for each day he or she remains in possession thereafter, in addition to any damages caused by the Lessee to the Lessor's land or improvements, and said payments shall not entitle the Lessee to any interest of any kind or character in or on the premises.

C. Lessor's lien. The Lessor's lien provided by law on crops grown or growing shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. The Lessee shall provide the Lessor with the names of persons to whom the Lessee intends to sell crops grown on these demised premises at least 30 days prior to the sale of such crops. A lesser period may be allowed by mutual written agreement. If the Lessee fails to pay the rent due or fails to keep any of the agreements of this lease, all costs and attorney fees of the Lessor in enforcing collection or performance shall be added to and become a part of the obligations payable by the Lessee.

D. Lessor's right of entry. The Lessor reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time to view them, to work or make repairs or improvements thereon, to care for and dispose of the Lessor's share of crops, to develop mineral resources as provided in Clause E below, or, after constructive notice has been given that the lease may not be extended, and following severance of crops, to plow and prepare a seed bed, making seedings, glean corn, apply fertilizers, and other operation necessary to good farming by the succeeding operator, these operations not to interfere with the Lessee in carrying out the regular farming operations.

E. Mineral rights. Nothing in this lease shall confer upon the Lessee any right to minerals underlying the land. Such mineral rights are hereby reserved by the Lessor together with the full right to enter upon the premises and to bore, search, excavate, work, and remove the minerals, to deposit excavated rubbish, to pass over the premises with vehicles, and to lay down and work any railroad track or tracks, tanks, pipelines, power lines, and structures as may be necessary or convenient for the above purpose. The Lessor agrees to reimburse the Lessee for any actual damage the Lessee may suffer for crops destroyed by these activities and to release the Lessee from obligation to continue farming this property when development of mineral resources interferes materially with the Lessee's opportunity to make a satisfactory return.

F. Extent of agreement. The terms of this lease shall be binding on the heirs, executors, administrators, and assigns of both Lessor and Lessee in like manner as upon the original parties.

G. Lessor liability. The Lessee takes possession of the leased premises subject to the hazards of operating a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on buildings, fences, tile, and other improvements.

LESSOR: The Greater Peoria Sanitary and Sewage Disposal District

By: _____

LESSEE: _____

Signature: _____

ATTACHMENT A

Farm Name: Salem School Road

Description: Part of the North Half of Section 22, Radnor Twp., Peoria County

PIN#: 08-22-100-003

08-22-200-001

Gross Acres: 115 (appx)

Tillable Acres: 62 (appx)

EXHIBIT A