



OFFICE OF WILL COUNTY EXECUTIVE
LAWRENCE M. WALSH

Rita Weiss
Purchasing Director

(815) 740-4605
Fax (815) 740-4604
rweiss@willcountyillinois.com

January 24, 2014

To Whom It May Concern:

You are invited to submit your bid for the Lease for Agricultural Purposes on 65 Acres of County Landfill Property from the Will County Land Use Department, Joliet, Illinois. Complete bid specifications are attached. This bid is for a three (3) year award, beginning March 19, 2014, through and including March 18, 2017, with an annual contract, based on approximate acreage.

Viewing the site will be available weekdays, from January 27, 2014 to January 31, 2014 by appointment only by contacting **Dean Olson** or **Dave Hartke, Land Use Department, at 815-727-8834**.

Bids will be received in the Purchasing Department, 2nd Floor, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432, not later than Wednesday, **February 5, 2014 at 10:00 a.m. "As so indicated by the time stamp clock of Will County"**.

Bids will be publicly opened and read by the Will County Executive or his representative on **Wednesday, February 5, 2014, at 10:10 a.m.** at the Will County Office Building, 2nd Floor, 302 N. Chicago St., Joliet, IL 60432.

The bidder acknowledges the right of the County of Will to reject all bids, and to waive non-material informality or irregularity in any bid received in whole or in part as maybe specified in the solicitation.

If you should have any questions regarding the content of the bid specifications, please contact Rita Weiss in writing at rweiss@willcountyillinois.com.

We welcome your bid.

Sincerely,

Rita Weiss
Purchasing Director

ADVERTISEMENT OF BID
FOR THE LEASE FOR AGRICULTURAL PURPOSES
ON 65 ACRES OF COUNTY LANDFILL PROPERTY

SEALED BIDS FOR THE LEASE FOR AGRICULTURAL PURPOSES ON 65 ACRES OF COUNTY LANDFILL PROPERTY JOLIET, ILLINOIS, WILL BE RECEIVED AT THE WILL COUNTY PURCHASING DEPARTMENT, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, UNTIL THE HOUR OF 10:00 A.M., WEDNESDAY, FEBRUARY 5, 2014. BIDS WILL BE PUBLICLY OPENED AND READ BY THE WILL COUNTY EXECUTIVE OR HIS REPRESENTATIVE AT 10:10 A.M., WEDNESDAY, FEBRUARY 5, 2014, AT THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., 2ND FL, JOLIET, IL 60432.

SPECIFICATIONS AND CONDITIONS OF THE BID ARE AVAILABLE AT www.demandstar.com AND www.willcountyillinois.com, AS WELL AS THE PURCHASING DEPARTMENT, 2ND FLOOR, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, (815) 740-4605 OR EMAIL purchasing@willcountyillinois.com.

THE TENDERING OF A BID TO THE COUNTY SHALL BE CONSTRUED AS ACCEPTANCE OF THE SPECIFICATIONS. THE BIDDER ACKNOWLEDGES THE RIGHT OF THE COUNTY OF WILL TO REJECT ANY AND ALL BIDS, AND TO WAIVE NON-MATERIAL INFORMALITY OR IRREGULARITY IN ANY BID RECEIVED IN WHOLE OR PART AS MAY BE SPECIFIED IN THE SOLICITATION.

BY ORDER OF THE WILL COUNTY EXECUTIVE, LAWRENCE M. WALSH.

**INSTRUCTIONS TO BIDDERS
FOR THE LEASE FOR AGRICULTURAL PURPOSES
ON 65 ACRES OF COUNTY LANDFILL PROPERTY**

Sealed Bids are invited for the lease for agricultural purposes on 65 acres of County Landfill Property, Joliet, IL. Bids will be received in the Purchasing Department, Will County Office Building, 302 N. Chicago Street, 2nd Floor, Joliet, Illinois 60432, not later than **10:00 a.m., Wednesday, February 5, 2014, "as so indicated by the time stamp clock of Will County"**.

BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.

Bids will be publicly opened and read aloud by the Will County Executive or his representative at **10:10 a.m., Wednesday February 5, 2014**, at the Will County Office Building, 302 N. Chicago St., 2nd Floor, Joliet, Illinois 60432.

Viewing the site will be available weekdays, from January 27, 2014 through January 31, 2014 by appointment only by contacting **Dean Olson** or **Dave Hartke, Land Use Department, at 815-774-8834**.

Bids must be made in accordance with the instructions contained herein.

Bid Forms shall be completely filled out and shall not be detached from this binding. The complete set of Contract Documents shall be submitted with your bid. All Bid Forms and Specifications as attached hereto shall be used to form the Contract for the work to be performed.

Bids shall be submitted on the forms furnished by the County of Will in a sealed package, plainly marked, with the Bidder's name, address and the notation:

SEALED BID: 2014-19 FARM LEASE (COUNTY LANDFILL PROPERTY)

BIDS DUE: Wednesday, February 5, 2014, 10:00 a.m.

Bids shall be addressed to the Will County Purchasing Department, Will County Office Building, 302 N. Chicago Street, Joliet, IL. 60432.

PROPERTY DESCRIPTION:

This is for the property commonly known as the County Landfill Property near Wilmington, Will County, Illinois and as described in the Lease for Agricultural Purposes included herewith.

TERMS AND CONDITIONS:

The bidder shall execute the Lease for Agricultural Purposes which is included herewith and made a part hereof.

TAX EXEMPTION

The County of Will is exempt from Federal, State and Municipal Taxes.

SIGNATURE OF BIDS:

The signature on bid documents shall be that of an authorized representative of bidder. An officer or agent of the offering bidder who is empowered to bind the bidder in a Contract shall sign the proposal and any clarifications to that proposal.

Each bidder, by making and signing his bid, represents that he has read and understands the bidding documents. **Any bid not containing said signed documents shall be non-conforming and shall be rejected.**

BIDDING PROCEDURES:

1. All bids must be prepared on the forms provided by the County of Will and submitted in **TRIPLICATE** in accordance with the Instructions to Bidders.
2. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids or prior to any extension thereof issued to the bidders.
3. Unless otherwise provided in any supplement to the instructions to Bidders, no bidder shall modify, withdraw, or cancel his bid or any part thereof for ninety (90) days after the time designated for the receipt of bids in the Advertisement for Bids.
4. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such cases, a written addendum describing the change or correction will be issued by the County of Will to all bidders recorded by the County of Will as having received the bidding documents and will be available for inspection whenever issued. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, addendum will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids.
5. Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than seven (7) days prior to bid due date, notify the County of Will, who will, if necessary, send written addendum to all bidders. The County of Will will not be responsible for any oral instructions. All inquiries shall be directed in writing to Rita Weiss, Purchasing Director, at rweiss@willcountyillinois.com. After bids are received, the Bidder will make no allowance for oversight.

TECHNICAL CONTACT PERSON:

Any questions in relation to the specifications in this proposal should be directed in writing to: rweiss@willcountyillinois.com.

NON-DISCRIMINATION:

The Contractor shall at all times observe and comply with any law, statute, regulation or the like relating in any way to civil rights including but not limited to the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.

WORDS AND FIGURES:

Where amounts are given in both words and figures, the words shall govern. If the amount is not written in words the unit cost will take precedence over the extended price in case of a discrepancy in the multiplication.

REJECTION OF BIDS:

The bidder acknowledges the right of the County of Will to reject any bids not in compliance with the request for proposals and the right to reject all bids and the right to waive any non-material irregularities in any bid received.

INSURANCE:

RISK OF LOSS: The contractor shall assume all risks for loss or damages to materials whether stored on the site or elsewhere, or to tools or equipment owned or rented by the contractor, and he shall maintain such insurance, as he may deem necessary to protect himself against such loss or damage.

COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE:

The LESSEE shall procure and maintain during the duration of this contract, Comprehensive General Liability and Property Damage Insurance in an amount not less than \$1,000,000.00 for injuries including accidental death to any one person and not less than \$1,000,000.00 on account of any one occurrence and property damage insurance including completed operations broad form in an amount not less than \$1,000,000.00 combined single limit bodily injury and property damage.

TAXES:

The Contractor shall pay all applicable sales, use, service use, service occupation, social security, and other taxes, levies, assessments, and duties, and shall make income tax deductions, all as required by local, State and Federal law.

PRICES:

Prices shall remain firm for a minimum of ninety (90) days after the time designated for the receipt of bids in the Advertisement for Bids.

PAYMENT:

Payment **must** be made by **MAY 1 of each year** to the County of Will, c/o Resource Recovery & Energy Division, 58 E. Clinton Street, Suite 500, Joliet, IL, 60432.

PRIME CONTRACTOR CERTIFICATION:

Included in this bid package is a prime contractor certification form. This form must be filled out and returned with your bid package or it will not be accepted.

CHOICE OF LAW AND VENUE:

Any cause of action related to this bid, or contract related thereto, shall be governed by the laws of the State of Illinois without regard to conflict of law provisions. Venue for any cause of action related to this bid, or any contract related thereto, shall be in the Twelfth Judicial Circuit, Will County, Illinois.

ILLINOIS FREEDOM OF INFORMATION ACT:

Any and all submissions to the County of Will become the property of the County of Will and these and any late submissions will not be returned. Your proposal will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140/1, et.seq.) and other applicable laws and rules, unless you request in your proposal that we treat certain information as exempt. We will not honor requests to exempt entire proposals. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. If you request exempt treatment, you must submit an additional copy of the proposal with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the proposal as possible. In the event the County of Will receives a request for a document submitted, the County of Will shall provide notice to contractor as soon as practicable. Regardless, contractor will be responsible for any costs or damages associated with defending your request for exempt treatment. Furthermore, contractor warrants that County of Will's responses to requests for a document submitted that is not requested to be exempt will not violate the rights of any third party.

Please be advised that if your proposal is accepted by the County of Will all related records maintained by, provided to, or required to be provided to the County of Will during the contract duration are subject to FOIA. In the event the County of Will receives a request for a document relating to contractor, its provision of services, or the arranging for the provision of services, the County of Will shall provide notice to contractor as soon as practicable and, within the period available under FOIA, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, contractor will warrant that County of Will's responses to requests for a document relating to contractor, its provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

Please be advised also that FOIA provides that any record in the possession of a party with whom the County of Will has contracted to perform a governmental function on behalf of the County of Will, and that directly relates to the governmental function and is not otherwise exempt under FOIA is considered a public record of the County of Will for purposes of FOIA. 5 ILCS 140/7(2). As such, upon request by the County of Will (or any of its officers, agents, employees or officials), the contractor shall provide to the County of Will at no cost and within the timeframes of FOIA a copy of any "public record" as required by FOIA and in compliance with the provisions of FOIA. After request by the County of Will, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment.

AWARDING OF BID:

The bidder acknowledges the right of the County of Will to accept the bid deemed most favorable to the interest of the County of Will. Will County also reserves the right to refuse the high bid and re-bid the project if the total amount is deemed to be inadequate after all bids have been examined and evaluated.

The Bid is expected to be awarded at the February 20, 2014 meeting of the Will County Board.

SUBMITTAL REQUIREMENTS:

Each of the following Products shall be submitted by the bid time mentioned herein in order that the bid will be considered:

1. **Signed** Copy of Prime Contractor Certification
2. **Signed** and completed Bid Form
3. **Signed** and completed Receipt of Addenda Form

PRIME CONTRACTOR CERTIFICATION

The undersigned hereby certifies that _____

Name of Bidder

is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code of 1961.

Name of Bidder

Title

Signature

Date

Note: A person who makes a false certificate commits a Class 3 Felony.

Sections 33E-3 and 33E-4 provide as follows:

33E-3. Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

33E-4 Bid rotating. A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of **Section 5-4 of this Code.**

Possible violations of Section 33 can be reported to the Office of the Will County State's Attorney at (815) 727-8453.

Bid Let: 1-24-14
Due: 2-5-14, 10:00 a.m.
Open: 2-5-14, 10:10 a.m.

PURCHASING DEPARTMENT
COUNTY OF WIL
302 N. CHICAGO ST
JOLIET, IL. 60432

CONTRACT FOR
#2014-19 Farm Lease

NAME _____ F.E.I.N. # _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____ please check one:
CONTACT _____ Minority Vendor yes no
PHONE _____ FAX _____
E-MAIL _____

For Additional Information contact: RITA WEISS, PURCHASING DIRECTOR, rweiss@willcountyillinois.com

THIS IS NOT AN ORDER

THE LESSEE AGREES TO PAY \$ _____ PER ACRE, BASED ON TOTAL OF 65 ACRES, FOR THE FIRST YEAR. ACREAGE MAY BE REDUCED IN YEARS TWO AND THREE DEPENDING UPON LANDFILL DEVELOPMENT (TYPICAL REDUCTION IS 10 - 15 ACRES).

GRAND TOTAL AMOUNT WRITTEN IN WORDS. IN CASE OF DISCREPANCY, THE AMOUNT IN WORDS SHALL GOVERN.

This bid is for a three (3) year award, beginning March 19, 2014, through and including March 18, 2017, with an annual contract signed each year, based on current year acreage.

Signed By: _____ Title: _____
(Lessee)

Bid Let: 1-24-14
Due: 2-5-14, 10:00 a.m.
Open: 2-5-14, 10:10 a.m.

RECEIPT OF ADDENDA FORM
PURCHASING DEPARTMENT
COUNTY OF WIL
302 N. CHICAGO ST
JOLIET, IL. 60432

CONTRACT FOR
#2014-19 Farm Lease

The Bidder proposes to provide the products and/or services in accordance with the specifications attached herein.

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

CONTACT _____

PHONE _____ FAX _____

Please check one:

Minority Vendor yes no

FEIN # _____

THIS IS NOT AN ORDER

Agency Name and
Delivery Address: JOLIET, IL. 60432
For Additional
information contact: RITA WEISS, PURCHASING
rweiss@willcountyillinois.com

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

LATE BIDS CANNOT BE ACCEPTED!

SEALED BID DOCUMENT

BID #: 2014-19
DUE DATE: 2-5-14
DUE: 10:00 A.M.
DESCRIPTION: Farm Lease

DATED MATERIAL-DELIVER IMMEDIATELY
WILL COUNTY PURCHASING DEPARTMENT
302 N. CHICAGO ST., 2ND FLOOR
JOLIET, IL 60432

**PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO
THE OUTERMOST ENVELOPE OF YOUR SEALED BID TO HELP
ENSURE PROPER DELIVERY!**

LATE BIDS CANNOT BE ACCEPTED!

Yellow Shading Indicates 2014 Tillable Acreage; Light Blue Shading Indicates Non-Tillable Acreage



EXHIBIT 2

**LAND USE REGULATIONS
WILL COUNTY LANDFILL PARCEL**

The Lessee shall comply with the provisions of these Land Use Regulations furnishing all equipment, labor and supplies, and pay all expense necessary and incident thereto. THE LESSEE'S COMPLIANCE WITH THE PROVISIONS OF THESE LAND USE REGULATIONS CONSTITUTES A PORTION OF THE COMPENSATION FOR USE OF THE LEASED LAND AND HIS/HER FAILURE TO COMPLY THEREWITH WILL BE REGARDED AS A DELINQUENCY THE SAME AS FAILURE TO PAY CASH RENTAL. To assure faithful accomplishment of the maintenance, protection and restoration as herein specified, the Lessee shall deliver to the Will County Executive (said officer) surety, approved by and in a form acceptable to the said officer in the amount specified below, prior to execution of the final lease. The Performance Bond or other type of assurance shall accompany the proposed lease when it is signed and returned to the Will County Executive.

The lessee agrees to conduct all farming operations in accordance with the land use practices set forth herein and with the crop rotation and soil conservation plan contained in the Tract Management Plan (Exhibit 3) of this lease.

TRACT NO.	LIMITS OF LIABILITY
1.	\$200

I. GENERAL REQUIREMENTS RELATIVE TO LAND USE

A. SOIL CONSERVATION

Some tracts have been determined to contain Highly Erodible Land. For these tracts, a conservation plan must be written and approved by the USDA Natural Resources Conservation Service (NRCS) and a copy furnished to the said officer before work begins in the lease year. The plan must satisfy the restrictions of the NRCS and the Tract Management Plan (TMP). The preparation of this plan is a lessee responsibility.

B. GENERAL CONSERVATION PRACTICES

General conservation practices shall include, but are not limited to:

1. No fields are to be moldboard plowed unless approved in advance by said officer. Other specific cultivation requirements may be in the tract's lease. Chisel plow, disk, mulch-till, and ridge-till systems are classified as conservation systems when a minimum of 30 percent residue cover remain on the soil surface after planting. Conservation tillage is encouraged. Also, no-till systems which provide 100 percent of crop residue after planting are encouraged.

2. No fall tillage is allowed after soybean harvest.
3. Maintaining vegetation of ditch banks at all times. Where seeding is required, prepare seedbed similar to that used for meadow seeding.
4. Mowing vegetation in grassed waterways and field drainage ditches.
5. Tilling no closer to any ditch line or waterway than specified below.
6. Avoid crossing ditches with machinery to prevent damage to ditches and minimize risk of overturning machinery.
7. Protecting waterways from damage by farm equipment and vehicles.
8. Avoiding using waterways as a roadway and practicing care in crossing to prevent tillage marks or wheel tracks.
9. Maintaining the constructed width of waterways by lifting or disengaging tillage equipment properly and avoiding farming operations along the waterways, which would hinder water entry.
10. Avoiding spraying with herbicides and crossing water ways during spray operations, unless equipment is completely shut off. Where waterways are to be crossed at an angle to field operations, make a sprayer pass along each side of the waterway to allow for a shut-off zone.
11. Mowing waterways regularly to maintain a healthy and vigorous soil. Time the first mowing after ground-nesting birds have hatched (September 15th).
12. Repairing damage to waterways immediately. Repair all broken tile lines and blowouts adjacent to or in the waterways when first observed.
13. Maintaining waterways, roadside ditches, drainage ditches, streams, etc., in operable condition and free of woody growth, including trees.
14. In areas where brush and trees are to be removed from road ditches, waterways, and other drainage areas, these will be cut off at ground level and the stumps will be treated at that time with an EPA-approved herbicide for that express purpose.

C. MOWING

Mowing may be achieved by haying, provided that the mowing standards are met. The standards for mowing are:

1. Roadsides
 - a. Mow one swath six feet along roadside by June 15.

b. Mow one roadbed to cropline between August 15 – 31. Remove all brush and trees less than six inches in diameter at this time during the lease year. Individuals larger than six inches in diameter at breast height (dbh) are considered trees and may be left. "Hedge rows" are exempt.

2. Security Fences (Clear Zones)

Mow entire clear zone (12' exterior and/or 30' interior) twice annually by August 31. Mowing must be accomplished within 12" of the security fence. Bales, if any, must be immediately moved outside of the clear zone and to an acceptable location within one working day.

3. Grass Waterways

Mow entire waterway once annually between August 15 – 31.

4. Pastures

Entire pastures shall be clipped during the first and fourth lease year, if applicable, to control weeds and woody growth. Brush and tree removal as described above will be done in the first lease year, except where noted in the TMP. Any other exceptions will be agreed to by all involved parties, and documented.

D. PESTICIDES

1. Only those pesticides, which are approved by the U.S. Environmental Protection Agency (USEPA) will be used by lessees on the premises. Method and rate of application must be consistent with the provisions of the manufacturer's label. The lessee is responsible for compliance with the above on his lease. Prior approval is required before the use of any "Restricted Use Pesticide. Consult said officer for approval.

2. The lessee must report the use of ALL pesticides to the said officer. This report will include product name, rate of application, and area covered. This report must be filed during the first week following the calendar quarter in which the application occurred.

3. Aerial applications of pesticides are prohibited.

4. Those herbicides and/or pesticides which are considered persistent or likely to result in carry-over will not be used during the lease year.

5. Lessees shall implement integrated pest management procedures to the maximum extent possible. Pesticide usage shall be kept to a minimum.

6. Lessees applying restricted use pesticides shall be properly certified by the State of Illinois.

7. Empty pesticide containers and excess material shall be promptly removed from the installation.

8. Any hazardous material spills must be immediately reported to the Illinois EPA Emergency Response Unit and to the said officer of the County.

E. DRAINAGE

1. Drainage of leased land is a lessee responsibility. All field tile, waterway and drainage work must be coordinated with the said officer of the County and the NRCS office that serves this area.

a. Drainage work will not be accepted until approved by the NRCS.

2. Damages to tiled fields, crushed or dislocated tile caused by equipment, or tile blowout, will be repaired by the lessee when detected or notified of the deficiency by the said officer of the County. Such damage, unless recognized and concurrent to by both parties as existing at the beginning of the lease, will be considered as having occurred during the current lease.

In some cases, repair to known damaged tile may be included in the requirements of the TMP.

F. ADVERTISING

Displays of commercial advertisements of any kind are not permitted on the premises.

G. HOUSEKEEPING

Lessees will remove all waste materials from the installation.

H. MUD ON ROADS

Mud on premise roads, that has dropped from lessee vehicles and equipment presents a hazard to vehicle traffic. Lessees are required to take caution to minimize this problem. If excess mud is left on installation roads, the lessee may be required to clean the area.

I. UTILITIES

No utility service is available from the premises.

J. OTHER NATURAL RESOURCES

A lease does not in any way give the lessee permission to take, remove, or destroy any other natural resources (fish, wildlife, timber/firewood, etc.). Likewise hunting is not allowed on the premises.

K. ACREAGE

The TMP lists two (2) acreage figures. The "Crop Acres" are those from which the lessee will derive actual production. This is exclusive of roads, railroads, buildings, and other "out areas." The "Total Acres" are the entire area within the tract boundary. The lessee may be required to perform maintenance services on any land within the tract boundary.

II. REGULATIONS RELATIVE TO CROP TRACTS

This category includes tracts with a land use designated for the production of grain. Hay production is prohibited under this lease.

A. Rotation

1. For all tracts with a land use classified as crop, the lessee is not allowed to plant the same row crop in two consecutive years. The lessee has the option to determine what crop is to be grown in the first lease year.

B. Field Borders

(1) Planting of cultivated crops will not be permitted within 20 feet of each side of creeks, field drainage ditches, railroad tracks, water carrying roadside ditches, and hedgerows. The distance is to be measured from the top slope of the drainage ditch or the base of the hedgerow.

(2) Tracts with fields bordering on roads where no fences exist may be cropped to the usual field margin that is the back slope of the road ditch. Soil will not be worked into the ditch. The areas between the road and the crop will be maintained by the lessee as discussed elsewhere in this report.

(3) Planting of cultivated and forage crops will not be allowed within 50 feet of above-ground storage buildings.

(4) Planting of cultivated crops will not be allowed within 50 feet of earth-covered storage structures. The distance will be measured 50 feet outward from the end of the face wall and 50 feet to the rear of the lightning rod.

C. Soil Tests

The lessee may be required to furnish a current soil test to the said officer during the lease year.

- (1) Fertilizer application shall be in accordance with the soil test results.
- (2) All fertilizer invoices shall be made available upon request.

D. USDA Programs

This outlease program does not preclude lessees from participating in USDA programs, however, all conditions of the lease must be satisfied. It is a lessee responsibility to determine the feasibility of program participation, given the lease conditions.

- (1) Set-aside acres will be seeded to an annual cover crop (i.e. oats) and noxious vegetation must be controlled.
- (2) Set-aside acreage will be distributed to the greatest possible extent (per USDA regulations) among the tract(s) involved.

III. REGULATIONS RELATIVE TO GRAZING TRACTS

Grazing of animals is prohibited during the term of this lease.

IV. REGULATIONS OF SAFETY AND SECURITY

The following safety, security, and lease instructions as authorized by basic lease, are prescribed incident to leased agricultural tracts at the premises:

A. Prohibited Acts

- (1) Willful abuse or destruction of County Property.
- (2) Unauthorized removal of County Property.
- (3) Carrying or having possession of firearms.
- (4) Trespassing
- (5) Hunting or fishing
- (6) Cutting firewood
- (7) The introduction, possession, or use of a controlled substance.
- (8) Any act or omission not specifically noted above which is a violation of a law or instruction, and which obviously is detrimental to the best interests of the premises.

B. Fire prevention – Prohibited Acts and Safety Instruction

- (1) Smoking in authorized areas.
- (2) Carrying matches, lighters, or other flame-producing devices without authorization.
- (3) Farm and contractor machinery shall be equipped with a minimum 2 ³/₄ pound dry chemical fire extinguisher. This equipment shall be maintained in a clean condition to reduce fire risk.

- (4) A standard muffler and/or spark arrestor screen must be attached to the end of the tail or exhaust pipe on all self-powered equipment.
- (5) All combustible trash and waste material shall be disposed of regularly. Open burning is not permitted.
- (6) Containers of flammable materials shall be kept covered when not in use.
- (7) Only solvents of an approved type shall be used to clean or wash parts for repair.
- (8) Fuel storage facilities for servicing equipment shall be the minimum necessary to maintain individual operations. Storage facilities shall not be less than 1800 feet from explosive locations and not less than 450 from inert storage.
- (9) No person shall use heat or flame producing devices on the premises without prior approval.
- (10) Equipment safety devices will be kept in place as designated by the manufacturer.

C. Control of Authorized Entry and Exit

- (1) Entrance of persons to any areas of the premises will be in accordance with the policies and procedures established by said officer.
- (2) Entrance to or exit from installation land is to be only through authorized gates. Any act of driving around, climbing over, or cutting through a security gate or fence is prohibited.
- (3) No one will be allowed on the premises with controlled substances in their possession. Any persons who are, or appear to be in possession of, or under the influence of, will not be permitted entry to the premises. Any persons found will be escorted from the premises.
- (4) No person under 12 years of age is allowed on the premises.

D. Motor Vehicles

- (1) All lessee motor vehicles utilized on the premises shall comply with applicable state and federal regulations.
- (2) The maximum speed limit is 35 miles per hour.
- (3) Indiscriminate parking of lessee vehicles or equipment is prohibited.
- (4) No parking of any kind is allowed within 15 feet of a fire hydrant.
- (5) Vehicles or equipment will not be permitted at any time to block any road. If it becomes necessary to stop, the right shoulder of the road will be used.
- (6) All persons will extend "courtesy-of-the-road" to all other drivers.

EXHIBIT 3

TRACT: Northeast

TERMS: (ACREAGE MARCH 19, 2014 - MARCH 19, 2015)

CROP ACRES: 33.5

LOCTION: SECTIONS 9 AND 16, TWP. 33N, RANGE 103, WILL COUNTY, IL

HISTORY: LAST 12 YEARS – CROP/HAY, CORN/SOYBEANS

ADDITIONAL REQUIRMENTS:

1. Subject to all conditions contained in the Land Use Regulations.
2. Mow adjacent roadsides and waterways per Land Use Regulations
3. The dominant soil types are Elliott Silt Loam and Ashkum Silty Clay Loam.

TRACT: North

TERMS: (ACREAGE MARCH 19, 2014 - MARCH 19, 2015)

CROP ACRES: 31.5

LOCATION: SECTION 17, TWP.33N, RANGE 10E, WILL COUNTY, IL

HISTORY: LAST 12 YEARS – CROP/HAY, CORN/SOYBEANS

LAND USE: CROP

ADDITIONAL REQUIRMENTS:

1. Subject to all conditions contained in the Land Use Regulations.
2. Mow adjacent roadside and waterways per Land Use Regulations.
3. The dominant soil types are Ashkum Silty Clay Loam and Elliott Silt Loam.

**THE COUNTY OF WILL
LEASE
FOR AGRICULTURAL PURPOSES
ON 65 ACRES OF COUNTY LANDFILL PROPERTY**

THIS LEASE, made between the County of Will, a body politic and corporation of the State of Illinois (hereinafter referred to as "COUNTY") and _____,
address _____ (hereinafter referred to as "LESSEE").

WITNESSETH:

That the Will County Board, by virtue of the authority contained in 55 ILCS 5/5-1049.2, and for the consideration hereinafter set forth, hereby leases to Lessee, for a term of twelve (12) months, beginning March 19, 2014 and ending March 18, 2015, but revocable at will by the Will County Board, the following described premises or property identified in Exhibit "1" and Exhibit "3", totaling approximately 65 acres for the first year, (which could decrease in the following year), attached hereto and made a part hereof, hereinafter referred to as the "PREMISES," for agricultural purposes only, with the right of ingress and egress for such purposes, and in accordance with the land use regulations identified in Exhibit "2", which is attached hereto and made a part hereof.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of twelve (12) months, beginning March 19, 2014, and ending March 18, 2015, but revocable at will by the Will County Board.

The Will County Board may revoke the lease at any time and it shall terminate on a date specified by the Will County Board. LESSEE waives the termination notice required for farm land, including the notice required pursuant to 735 ILCS 5/9-206.

2. PROPERTY

This Lease is for the property as described on Exhibits 1, 2 and 3 attached hereto and incorporated herein.

3. CONSIDERATION

As consideration for this lease, the Lessee shall pay annual cash rental in advance to the COUNTY in the amount of _____ due May 1, 2014, to the order of County of Will, c/o Resource Recovery & Energy Division, 58 E. Clinton Street, Suite 500, Joliet, IL 60432.

Such cash rental shall be in addition to the value of work items, which shall be accomplished by the LESSEE for the maintenance, protection, repair, restoration, and improvement of the leased premises as described in the Land Use Regulations attached as Exhibit "2".

4. INSURANCE

Comprehensive General Liability and Property Damage Insurance. The LESSEE shall procure and maintain during the duration of this contract, Comprehensive General Liability and Property Damage Insurance in an amount not less than \$1,000,000.00 for injuries including accidental death to any one person and not less than \$1,000,000.00 on account of any one occurrence and property damage insurance including completed operations broad form in an amount not less than \$1,000,000.00 combined single limit bodily injury and property damage.

5. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the LESSEE, to _____, and if to the COUNTY, to the Will County Executive, Lawrence M. Walsh, 302 N. Chicago Street, Joliet, IL 60432, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid in a post office regularly maintained by the United States Postal Service.

6. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Will County Executive" is equivalent to "said officer" and shall include their duly authorized representatives. Any reference to "Lessee" shall include any subleases, assignees, transferees, successors and their duly authorized representatives.

7. SUPERVISION

The use and occupation of the premises shall be subject to the general supervision and approval of the said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

8. APPLICABLE LAWS AND REGULATIONS

The Lessee shall comply with all applicable Federal, State, County and Municipal laws, ordinances and regulations wherein the premises are located.

9. CONDITION OF PREMISES

The Lessee acknowledges that he has inspected the premises, knows its condition, and understands that the same is leased without any representation or warranties whatsoever and without obligation on the part of the COUNTY to make any alterations, repairs, or additions thereto.

10. TRANSFERS AND ASSIGNMENTS

Without prior written approval of the said officer, the LESSEE shall neither transfer nor assign this lease, nor sublet the premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this lease. Failure to comply with this condition shall constitute a noncompliance for which the lease may be revoked immediately by the said officer.

11. PROTECTION OF PROPERTY

The LESSEE shall keep the premises in good order and in a clean, safe condition by and at the expense of the LESSEE. The LESSEE shall be responsible for any damage that may be caused to property of the COUNTY by the activities of the LESSEE under this lease, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the COUNTY damaged or destroyed by the LESSEE incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the LESSEE to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the LESSEE in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

12. COOPERATION

The LESSEE shall cooperate with landfill operator regarding use of property and access to agricultural site. LESSEE recognizes that landfill operator has exclusive rights to landfill portions of the site not farmed, identified in Exhibit "1".

13. RENTAL ADJUSTMENT

In the event the COUNTY revokes this lease or in any other manner materially reduces the leased area or materially affects its use by the LESSEE prior to the expiration date, an equitable adjustment will be made in the rental paid or to be paid under this lease. Where the said premises are being used for farming purposes, the LESSEE shall have the right to harvest, gather and remove such crops as may have been planted or grown on said premises, or the said officer may require the LESSEE to vacate immediately and compensation will be made to the LESSEE for the value of the remaining crops. Any adjustment of rent or the right to harvest, gather and remove crops shall be evidenced by a written supplemental agreement, executed by the Will County Executive; PROVIDED, however, that none of the provisions of this paragraph shall apply in the event of revocation because of noncompliance by the LESSEE with any of the terms and conditions of this lease and in that event any remaining crops shall become the property of the COUNTY upon such revocation.

14. RIGHT TO ENTER

The right is reserved to the COUNTY, its officers, agents and employees to enter upon the premises at any time and for any purposes necessary or convenient in connection with government purposes; to make inspections; to remove materials, except property of the LESSEE; and/or to make any other use of the lands as may be necessary in connection with government purposes, and the LESSEE shall have no claims for damages on account thereof against the COUNTY or any officer, agent, or employee thereof.

15. INDEMNITY

Lessee agrees to indemnify, hold harmless and defend the County of Will, its agents, servants, and employees, and each of them against and hold them harmless from and against any and all lawsuits, claims, demands, liabilities, losses and expenses (including court costs, litigation expenses and attorney's fees) for or on the account of any injury to the County or to any other person or any death at any time resulting from such injury, or any damage to property or the environment, or any other damage of any type, kind or sort (including damage to County) which

may arise or which may have been alleged to have arisen out of or in connection with lessee's use of the property.

16. RISK OF LOSS

The LESSEE shall assume all risks for loss or damages to materials whether stored on the site or elsewhere, or to tools or equipment owned or rented by the Contractor, and he shall maintain such insurance, as he may deem necessary to protect himself against such loss or damage.

17. RESTORATION

On or before the expiration of this lease or its termination by the LESSEE, the LESSEE shall vacate the premises, remove the property of the LESSEE and restore the premises to a condition satisfactory to said officer. If, however, this lease is revoked, the LESSEE shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the said officer may designate or as otherwise specified by the provisions of the condition on RENTAL ADJUSTMENT. In either event, if the LESSEE shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the COUNTY without compensation therefore, or the said officer may cause the property to be removed and no claim for damages against the county or its officers or agents shall be created by or made on account of such removal and restoration work. The LESSEE shall also pay the COUNTY on demand any sum, which may be expended by the COUNTY after the expiration, revocation or termination of this lease in restoring the premises.

18. NON-DISCRIMINATION

The LESSEE shall not discriminate against any person or persons or exclude them from participation in the LESSEE'S operations, programs, or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap or national origin.

19. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the LESSEE, and easements will not be granted which will, in the opinion of the said officer, interfere with the use of the premises by the LESSEE.

20. TERMINATION

This lease may be terminated by the LESSEE at any time by giving at least ninety (90) days notice thereof, in writing, to the Will County Executive. In the case of such termination, no refund by the COUNTY of any rental previously paid shall be made and payment in full of all rent becoming due during the period of notice will be required. In the event the effective date of termination occurs after the start of the planting or harvesting season as specified in the Land Use Regulations, any rent due for the remaining term of the lease shall be due and payable on or before the date of such termination.

The COUNTY may terminate the lease as provided in paragraph 1.

21. PROHIBITED USES

- a. Certain soil conservation practices may be required by the land use regulations which are identified as rental offsets. By acceptance of such offsets, the LESSEE agrees that he will not accept any Federal or State cost-sharing payments or subsidies for the same soil conservation practices.
- b. The LESSEE shall not construct or place any structure, improvement or advertising sign or allow or permit such construction or placement without prior written approval of the said officer.

22. PROTECTION OF NATURAL RESOURCES

The LESSEE shall use the premises in accordance with the attached Land Use Regulations and shall at all times: (a) Maintain the premises in good condition and free from weeds, brush, washes, gullies and other erosion which is detrimental to the value of the premises for agricultural purposes; (b) cut no timber, conduct no mining operations, remove no sand, gravel or kindred substances from the premises; (c) commit no waste of any kind nor in any manner substantially change the contour or condition of the premises except changes required to accomplish soil and water conservation measures as may be authorized by said officer.

23. ENVIRONMENTAL PROTECTION

- a. Within the limits of their respective legal powers, the parties to this lease shall protect the premises against pollution of its air, ground, and water. The LESSEE shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local government agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local government agency are hereby made a condition of this lease. The LESSEE shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.
- b. The LESSEE will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the LESSEE, the LESSEE shall be liable to restore the damaged resources.
- c. The LESSEE must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

24. HISTORIC PRESERVATION

The LESSEE shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the LESSEE shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

25. SOIL AND WATER CONSERVATION

The LESSEE shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon the premises at the beginning of or that may be constructed by the LESSEE during the term of this lease, and the LESSEE shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from activities of the LESSEE shall be corrected by the LESSEE as directed in writing by the said officer.

26. COVENANT AGAINST CONTINGENT FEES

The LESSEE warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, excepting bona fide employees or established commercial or selling agencies maintained by the LESSEE for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to annul this lease without liability or, in its discretion, to require the LESSEE to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

27. OFFICIALS NOT TO BENEFIT

No member of or delegate of congress or resident commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this lease is for the general benefit of such corporation or company.

28. SEVERAL LESSEES

If more than one lessee is named in this lease, the obligations of said LESSEES herein named shall be joint and several obligations.

29. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as other conditions of this lease.

31. SEVERABILITY

In the event that any provision of this agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this agreement or such other appropriate actions as shall, to the maximum extent practicable in light of determination, implement and give effect to the intentions of the parties as reflected herein. All other terms of this agreement and any amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

32. DISCLAIMER

This lease is effective only insofar as the rights of the COUNTY in the premises are concerned. The LESSEE shall obtain any permit or license which may be required by Federal, state or local statute in connection with the use of the premises. It is understood that the granting of this lease does not preclude the necessity of obtaining a U.S. Army Corps of Engineers permit for activities which involve the discharge of dredge or fill material, or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of March 3, 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

33. PENALTY

That lessees who are planting crops on non-leased County-owned land shall be assessed a penalty three (3) times the per acre annual rental value, multiplied by the approximate non-leased acreage, which will be assessed annually until the encroachment is cured. Lessees who are harvesting rows of crop, designated in the tract management plan to be left in the field for the benefit of wildlife shall be assessed a penalty three (3) times the fair market value of the crop required to be left, as determined by the U.S. Department of Agriculture, Agricultural Statistics Service, for the area surrounding the specific installation. Lessees will also be required to pay the fair market value, as determined by the said officer, of any other service or work not performed in accordance with the provisions of the land use regulations and tract management plan. Continued noncompliance in either regard will result in termination of the lease agreement.

34. UNCONTROLLABLE CIRCUMSTANCES

Notwithstanding anything to the contrary contained in this Agreement, the County shall not be liable for any failure or delay in performance under this Agreement due to the occurrence of an "uncontrollable circumstance", including but not limited to any act, event or condition that has had or may reasonably be expected to have a material adverse effect on the ability of the Lessee to farm, grow or obtain crops from the property as identified in Exhibits 1 and 3. Such "uncontrollable circumstances" may include, but shall not be limited to an act of God, landslide, lightning, earthquake, fire explosion, flood, sabotage or similar occurrence; acts of a public enemy, extortion, war, blockage, or insurrection, riot or civil disturbance. Further, even in the event of "uncontrollable circumstances" the Lessee agrees and acknowledges that Lessee's obligations are not excused under the Agreement.

THIS LEASE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF I have hereunto set my hand this _____ day of _____, 2014,

LAWRENCE M. WALSH
Will County Executive
Will County, Illinois

THIS LEASE is also executed by the Lessee this _____ day of _____, 2014.

Lessee
Address