

SHELBY COUNTY FARM
FARM OPERATOR / CUSTOM FARM CONTRACT, 2022-2023
BID FORM

Farm Operator Name: Chet Metzger

Custom Rates

Field Operation Rate 195⁰⁰/ACR

FALLVT

SEW/PLANT WHEAT

HARVEST / DELIVER WHEAT


PLANT STUBBLE BEANS

HARVEST / DELIVER BEANS

MOW x 2

Signature:





I, , have reviewed the Custom Farm Contract dated 9/20/22, 2022 and, if awarded the contract, agree to abide by the terms and conditions of said contract.

SHELBY COUNTY FARM
FARM OPERATOR / CUSTOM FARM CONTRACT, 2022-2023
STATEMENT OF PROFESSIONAL EXPERIENCE

Farm Operator Name: Chet Metzger

Farm Operator Address:

Address: 


Contact Information:

Phone: 217 
E-mail: 

Statement of Professional Experience:

(please summarize your experience as a farm operator)

LANDOWNER + TAX PAYER OF COUNTY

**CUSTOM FARM AGREEMENT
SHELBY COUNTY FARM, 2022-2023**

This agreement is made and entered into this ____ day of _____, 2022 between the Owner, Shelby County, and _____, the Operator for the 2022/2023 farming season. Operator agrees to plant and harvest wheat and beans.

SELECTION OF OPERATOR

The Operator will be selected pursuant to a bidding process approved by the Shelby County Board. The selected Operator agrees to provide a bond in the amount of two (2) times greater the amount of the submitted and accepted bid.

DESCRIPTION OF LAND

The Operator agrees to perform custom farming operations for the County on the following real estate located in the County of Shelby and State of Illinois and owned by Shelby County, described as follows:

The West ½ of the Northwest Quarter of Section 3 and the Northeast Quarter of Section 4, Township 11 North, Range 3 East of the Third Principal Meridian, Shelby County Illinois; commonly known as the Shelby County Farm consisting of approximately 196.3 tillable acres.

Operator reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land.

LENGTH OF TENURE

The operator agrees that this Custom Farm Agreement is purely a contractual license to use the Subject Property for farming purposes for the 2022-2023 farming season, beginning on the first day following removal of beans in 2022 and terminating on December 31, 2023. To the extent permitted by law, Shelby County may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the operator. In the event of any termination by Shelby County, it is agreed that Shelby County shall reimburse the operator for incurred costs related to purchasing of seed, fertilizer, herbicides, farm supplies, and other farming expenses completed but not paid, upon the operator providing a copy of the invoice(s) for incurred costs. Other than reimbursement for incurred costs as provided in this contract, the operator hereby waives its rights to request or seek any other monetary amount from Shelby County in the event the Custom Farm Agreement granted herein is terminated.

The Agreement grants only a contractual license to work on the Subject Property (hereafter considered the tillable acres) under the terms and conditions stated herein. Further, the rights granted by Shelby County herein shall vest only in the operator and no such rights shall vest in any of the operator's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to the operator any legal or equitable interest or estate in the Subject Property.

CROP PROCEEDS

Shelby County will receive 100% of the crop proceeds. Crops will be delivered to a local grain terminal as determined by the Shelby County Board.

METHOD OF PAYMENT

The operator agrees to submit to Shelby County an itemized written statement of completed work for spring planting season by December 15, 2022 for any fall work and by December 15, 2023 for 2023 crop year.

PROCUREMENT OF SUPPLIES

Shelby County will be responsible for purchasing all seed, fertilizer, herbicides, and other farm supplies. If the operator should incur any of these expenses, a copy of the invoice will be provided so that Shelby County can reimburse the operator for the expense.

FIELD OPERATIONS AND RATES

Shelby County will request from time to time the operator to provide equipment and labor to cultivate, plant and harvest a crop on the Subject Property. In addition, the operator will provide transportation for the grain from each crop harvested from the Subject Property to a local elevator.

The operator agrees to provide farming services on the Subject Property in a husband-like manner, taking care not to damage adjacent crops and adjacent public rights-of-way.

The operator shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

Custom Rates
Field Operation

Rate 195⁰⁰/Acre

FALL VT

SEW/PLANT WHEAT

HARVEST / DELIVER WHEAT

PLANT STUBBLE BEANS

HARVEST / DELIVER BEANS

MOW x 2

OPERATOR'S DUTIES

In addition to conducting farming operations, the operator will be responsible for: preventing the growth of noxious weeds, including in fence rows and on land adjacent to roadways; repairing breaks in open ditches; and mowing the County Farm, including land adjacent to roadways.

INSURANCE

The operator farms on the County Farm subject to the hazards of operating a farm, and assumes all risk of accidents, injuries, property damage and other damages of any kind or character to its officers, shareholders and directors, its employees, invitees, agents or to any other persons or entities on or in any way involving the County Farm during the term of this lease and agrees to hold Shelby County free, harmless and indemnified therefore. The Operator will carry liability insurance to cover the provision of this paragraph in the minimum amount of \$1,000,000.00 naming Shelby County as an additional name insured and will provide a copy of its policy to Shelby County. A copy of the declaration page will be provided to Shelby County.

REAL ESTATE TAXES

Shelby County will apply for a tax exemption for the subject property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in the Illinois Property Tax Code (35 ILCS 200/1-1, et seq.), it shall be the obligation of Shelby County to pay such taxes as are incurred during the term of this agreement.

INDEMNIFICATION

The operator shall indemnify, hold harmless and defend with counsel of Shelby County's own choosing, Shelby County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this Agreement and any breach by the operator or any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by the operator or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconducts of the operator in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and auctions brought against them. Pursuant to ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Contract unless the attorney has been approved in writing by the Shelby County State's Attorney. Releasees' participation in its defense shall not remove the operator's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of the Agreement.

ASSIGNMENT OF CUSTOM FARM AGREEMENT

The operator's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without Shelby County's consent. Any attempt to assign or so transfer without consent shall be void and without legal effect and shall constitute grounds for termination.

INDEPENDENT CONTRACTOR (OPERATOR)

It is understood and agreed that the operator is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Shelby County. The operator understands and agrees that the operator is solely responsible for paying all wages, benefits and any other compensation due and owing to the operator's officers, employees, and agents for the performance of services set forth in the Agreement. The operator further understands and agrees that the operator is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for the operator's officers, employees and/or agents who perform services as set forth in the Agreement. The operator also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of the operator, operator's officers, employees and agents and agrees that Shelby County is not responsible for providing any insurance coverage for the benefit of the operator, operator's officers, employees and agents. The operator hereby agrees to defend with counsel of Shelby County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Shelby County, its board members, officials, employees, insurers, and agents for any alleged injuries that the operator, its officers, employees and/or agents may sustain while performing services under the Agreement.

CONFLICT OF INTEREST

Both parties affirm that no Shelby County officer, board member, or elected official has a direct or indirect pecuniary interest in the operator or this agreement, or, if any Shelby County officer, board member, or elected official does have a direct or indirect pecuniary interest in the operator or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

NON-DISCRIMINATION

The operator, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

DISAGREEMENT WITHIN THE CONTRACT WITH ILLINOIS LAW

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be a waiver of that or any other term, condition, covenant

or obligation or of any subsequent breach thereof.

LEGAL REMEDIES

In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

FINALITY OF AGREEMENT

This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

OPERATOR:

Signed: _

A large, irregular black redaction mark covering the signature of the Operator.

SHELBY COUNTY:

Signed:

**BRYON COFFMAN
CHAIRMAN, SHELBY COUNTY BOARD**

**SHELBY COUNTY FARM
INVITATION TO BID**

Shelby County seeks quotations from interested Farm Operators to custom farm the Shelby County Farm: the Northeast Quarter (NE ¼) of Section (4), and the West Half of the Northwest Quarter (NW ¼) of Section Three (3), Township Eleven North (11N), Range Three East (3E), of the Third (3rd) Principal Meridian, situated in the County of Shelby, State of Illinois, consisting of 196.3 acres of tillable ground. The Custom Farm Contract shall begin the day after removal of beans, 2022 and terminate on December 31, 2023.

Bid packets are available at the Shelby County Clerk's Office, 301 E. Main Street, Shelbyville, Illinois, 62565. Sealed bids will be accepted by the Shelby County Clerk's Office until September 20, 2022 at 9:00 am and will be read at 9:00 am on September 20, 2022, Courtroom B, Shelby County Courthouse, 301 E. Main Street, Shelbyville, IL.

A

**SHELBY COUNTY FARM
INVITATION TO BID**

Shelby County seeks quotations from interested Farm Operators to custom farm the Shelby County Farm: the Northeast Quarter (NE $\frac{1}{4}$) of Section (4), and the West Half of the Northwest Quarter (NW $\frac{1}{4}$) of Section Three (3), Township Eleven North (11N), Range Three East (3E), of the Third (3rd) Principal Meridian, situated in the County of Shelby, State of Illinois, consisting of 196.3 acres of tillable ground. The Custom Farm Contract shall begin the day after removal of beans, 2022 and terminate on December 31, 2023.

Bid packets are available at the Shelby County Clerk's Office, 301 E. Main Street, Shelbyville, Illinois, 62565. Sealed bids will be accepted by the Shelby County Clerk's Office until September 20, 2022 at 9:00 am and will be read at 9:00 am on Septmeber 20, 2022, Courtroom B, Shelby County Courthouse, 301 E. Main Street, Shelbyville, IL.

SHELBY COUNTY FARM
FARM OPERATOR / CUSTOM FARM CONTRACT, 2022-2023
BID FORM

Farm Operator Name: LUKE EPLEY

Custom Rates

<u>Field Operation</u>	<u>Rate</u>
FALLVT	25/ac
SEW/PLANT WHEAT	35/ac
HARVEST / DELIVER WHEAT	70/ac
PLANT STUBBLE BEANS	35/ac
HARVEST / DELIVER BEANS	70/ac
MOW x 2	15.50/ac

$$\frac{250.5 \times 196.3}{1} = 49,173.15$$

Signature:



I, LUKE EPLEY, have reviewed the Custom Farm Contract dated 9/19/, 2022 and, if awarded the contract, agree to abide by the terms and conditions of said contract.

SHELBY COUNTY FARM
FARM OPERATOR / CUSTOM FARM CONTRACT, 2022-2023
STATEMENT OF PROFESSIONAL EXPERIENCE

Farm Operator Name: LUKE EPLEY

Farm Operator Address:

Address: [REDACTED]
[REDACTED]

Contact Information:

Phone: (217) [REDACTED]
E-mail: [REDACTED]

Statement of Professional Experience:

(please summarize your experience as a farm operator)

I am the 5th Generation to live on our Farm. My son also resides on one of our farms and will be the 6th generation. We live and farm north of Pana and also own and manage a 50 cow calf herd.

I have been custom farming for a Shelby County family for over 20 years. My experience & communication skills allow me and my family to continue this hopefully for 20 more years.

We have committed our lives to farming, custom farming, livestock farming & most importantly our family and our

**CUSTOM FARM AGREEMENT
SHELBY COUNTY FARM, 2022-2023**

This agreement is made and entered into this ____ day of _____, 2022 between the Owner, Shelby County, and _____, the Operator for the 2022/2023 farming season. Operator agrees to plant and harvest wheat and beans.

SELECTION OF OPERATOR

The Operator will be selected pursuant to a bidding process approved by the Shelby County Board. The selected Operator agrees to provide a bond in the amount of two (2) times greater the amount of the submitted and accepted bid.

DESCRIPTION OF LAND

The Operator agrees to perform custom farming operations for the County on the following real estate located in the County of Shelby and State of Illinois and owned by Shelby County, described as follows:

The West ½ of the Northwest Quarter of Section 3 and the Northeast Quarter of Section 4, Township 11 North, Range 3 East of the Third Principal Meridian, Shelby County Illinois; commonly known as the Shelby County Farm consisting of approximately 196.3 tillable acres.

Operator reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land.

LENGTH OF TENURE

The operator agrees that this Custom Farm Agreement is purely a contractual license to use the Subject Property for farming purposes for the 2022-2023 farming season, beginning on the first day following removal of beans in 2022 and terminating on December 31, 2023. To the extent permitted by law, Shelby County may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the operator. In the event of any termination by Shelby County, it is agreed that Shelby County shall reimburse the operator for incurred costs related to purchasing of seed, fertilizer, herbicides, farm supplies, and other farming expenses completed but not paid, upon the operator providing a copy of the invoice(s) for incurred costs. Other than reimbursement for incurred costs as provided in this contract, the operator hereby waives its rights to request or seek any other monetary amount from Shelby County in the event the Custom Farm Agreement granted herein is terminated.

The Agreement grants only a contractual license to work on the Subject Property (hereafter considered the tillable acres) under the terms and conditions stated herein. Further, the rights granted by Shelby County herein shall vest only in the operator and no such rights shall vest in any of the operator's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to the operator any legal or equitable interest or estate in the Subject Property.

CROP PROCEEDS

Shelby County will receive 100% of the crop proceeds. Crops will be delivered to a local grain terminal as determined by the Shelby County Board.

METHOD OF PAYMENT

The operator agrees to submit to Shelby County an itemized written statement of completed work for spring planting season by December 15, 2022 for any fall work and by December 15, 2023 for 2023 crop year.

PROCUREMENT OF SUPPLIES

Shelby County will be responsible for purchasing all seed, fertilizer, herbicides, and other farm supplies. If the operator should incur any of these expenses, a copy of the invoice will be provided so that Shelby County can reimburse the operator for the expense.

FIELD OPERATIONS AND RATES

Shelby County will request from time to time the operator to provide equipment and labor to cultivate, plant and harvest a crop on the Subject Property. In addition, the operator will provide transportation for the grain from each crop harvested from the Subject Property to a local elevator.

The operator agrees to provide farming services on the Subject Property in a husband-like manner, taking care not to damage adjacent crops and adjacent public rights-of-way.

The operator shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

Custom Rates	
<u>Field Operation</u>	<u>Rate</u>

FALL VT

SEW/PLANT WHEAT

HARVEST / DELIVER WHEAT

PLANT STUBBLE BEANS

HARVEST / DELIVER BEANS

MOW x 2

OPERATOR'S DUTIES

In addition to conducting farming operations, the operator will be responsible for: preventing the growth of noxious weeds, including in fence rows and on land adjacent to roadways; repairing breaks in open ditches; and mowing the County Farm, including land adjacent to roadways.

INSURANCE

The operator farms on the County Farm subject to the hazards of operating a farm, and assumes all risk of accidents, injuries, property damage and other damages of any kind or character to its officers, shareholders and directors, its employees, invitees, agents or to any other persons or entities on or in any way involving the County Farm during the term of this lease and agrees to hold Shelby County free, harmless and indemnified therefore. The Operator will carry liability insurance to cover the provision of this paragraph in the minimum amount of \$1,000,000.00 naming Shelby County as an additional name insured and will provide a copy of its policy to Shelby County. A copy of the declaration page will be provided to Shelby County.

REAL ESTATE TAXES

Shelby County will apply for a tax exemption for the subject property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in the Illinois Property Tax Code (35 ILCS 200/1-1, et seq.), it shall be the obligation of Shelby County to pay such taxes as are incurred during the term of this agreement.

INDEMNIFICATION

The operator shall indemnify, hold harmless and defend with counsel of Shelby County's own choosing, Shelby County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this Agreement and any breach by the operator or any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by the operator or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconducts of the operator in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and auctions brought against them. Pursuant to ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Contract unless the attorney has been approved in writing by the Shelby County State's Attorney. Releasees' participation in its defense shall not remove the operator's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of the Agreement.

ASSIGNMENT OF CUSTOM FARM AGREEMENT

The operator's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without Shelby County's consent. Any attempt to assign or so transfer without consent shall be void and without legal effect and shall constitute grounds for termination.

INDEPENDENT CONTRACTOR (OPERATOR)

It is understood and agreed that the operator is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Shelby County. The operator understands and agrees that the operator is solely responsible for paying all wages, benefits and any other compensation due and owing to the operator's officers, employees, and agents for the performance of services set forth in the Agreement. The operator further understands and agrees that the operator is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for the operator's officers, employees and/or agents who perform services as set forth in the Agreement. The operator also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of the operator, operator's officers, employees and agents and agrees that Shelby County is not responsible for providing any insurance coverage for the benefit of the operator, operator's officers, employees and agents. The operator hereby agrees to defend with counsel of Shelby County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Shelby County, its board members, officials, employees, insurers, and agents for any alleged injuries that the operator, its officers, employees and/or agents may sustain while performing services under the Agreement.

CONFLICT OF INTEREST

Both parties affirm that no Shelby County officer, board member, or elected official has a direct or indirect pecuniary interest in the operator or this agreement, or, if any Shelby County officer, board member, or elected official does have a direct or indirect pecuniary interest in the operator or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

NON-DISCRIMINATION

The operator, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

DISAGREEMENT WITHIN THE CONTRACT WITH ILLINOIS LAW

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be a waiver of that or any other term, condition, covenant

or obligation or of any subsequent breach thereof.

LEGAL REMEDIES

In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

FINALITY OF AGREEMENT

This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

OPERATOR:

Signed: _____

SHELBY COUNTY:

Signed: _____

**BRYON COFFMAN
CHAIRMAN, SHELBY COUNTY BOARD**


SHELBY COUNTY FARM
FARM OPERATOR / CUSTOM FARM CONTRACT, 2022-2023
BID FORM

Farm Operator Name: Hennings Farms Inc


Custom Rates

<u>Field Operation</u>	<u>Rate / Acre</u>
FALLVT	16.00
SEW/PLANT WHEAT	18.00
	Harvest - 39.00
HARVEST / DELIVER WHEAT	Deliver - 10.00
PLANT STUBBLE BEANS	17.00
	Harvest 37.00
HARVEST / DELIVER BEANS	Deliver 6.00
MOW x 2	$\$ 3 \times 2 = \frac{6.00}{\$ 149.00 / Acre}$

Signature:



on behalf of Hennings Farms Inc.

I, , have reviewed the Custom Farm Contract dated 9-20, 2022 and, if awarded the contract, agree to abide by the terms and conditions of said contract.

SHELBY COUNTY FARM
FARM OPERATOR / CUSTOM FARM CONTRACT, 2022-2023
STATEMENT OF PROFESSIONAL EXPERIENCE

Farm Operator Name: Hennings Farms Inc. - Tyna Hankins & Rob Hennings

Farm Operator Address:

Address: [REDACTED]

[REDACTED]

Contact Information:

Phone: 217-[REDACTED] or 217-[REDACTED]

E-mail: [REDACTED]

Statement of Professional Experience:

(please summarize your experience as a farm operator)

We are a 3-generation farm; Don & Carolyn Hennings began farming in 1972, semi-retired and still involved. Don and Carolyn's 3 children are all involved in the operation. Rob employed since 1980; Tyna employed since 1999, & Gwen employed since 2015. Over the course of the last 10 years, Rob & Tyna developed their Managerial Roles and work the entire farm operation as a Team. Rob manages all the farm operations and markets our grain; Tyna manages office and all financials; Gwen assists in all aspects. Also involved in the operation is Rob's son, Shawn. Shawn works along side his dad, with his specialty being excavating. We also have 3 other employees.

We strive to work the land to its fullest potential and raise the best crop we are capable of; continually working toward self-sufficiency. Our ultimate goal is to ensure our farm operation will continue for many generations.

Thank you for your consideration.

**CUSTOM FARM AGREEMENT
SHELBY COUNTY FARM, 2022-2023**

This agreement is made and entered into this 20th day of Sept, 2022 between the Owner, Shelby County, and Hennings Farms Inc, the Operator for the 2022/2023 farming season. Operator agrees to plant and harvest wheat and beans.

SELECTION OF OPERATOR

The Operator will be selected pursuant to a bidding process approved by the Shelby County Board. The selected Operator agrees to provide a bond in the amount of two (2) times greater the amount of the submitted and accepted bid.

DESCRIPTION OF LAND

The Operator agrees to perform custom farming operations for the County on the following real estate located in the County of Shelby and State of Illinois and owned by Shelby County, described as follows:

The West ½ of the Northwest Quarter of Section 3 and the Northeast Quarter of Section 4, Township 11 North, Range 3 East of the Third Principal Meridian, Shelby County Illinois; commonly known as the Shelby County Farm consisting of approximately 196.3 tillable acres.

Operator reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land.

LENGTH OF TENURE

The operator agrees that this Custom Farm Agreement is purely a contractual license to use the Subject Property for farming purposes for the 2022-2023 farming season, beginning on the first day following removal of beans in 2022 and terminating on December 31, 2023. To the extent permitted by law, Shelby County may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the operator. In the event of any termination by Shelby County, it is agreed that Shelby County shall reimburse the operator for incurred costs related to purchasing of seed, fertilizer, herbicides, farm supplies, and other farming expenses completed but not paid, upon the operator providing a copy of the invoice(s) for incurred costs. Other than reimbursement for incurred costs as provided in this contract, the operator hereby waives its rights to request or seek any other monetary amount from Shelby County in the event the Custom Farm Agreement granted herein is terminated.

The Agreement grants only a contractual license to work on the Subject Property (hereafter considered the tillable acres) under the terms and conditions stated herein. Further, the rights granted by Shelby County herein shall vest only in the operator and no such rights shall vest in any of the operator's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to the operator any legal or equitable interest or estate in the Subject Property.

CROP PROCEEDS

Shelby County will receive 100% of the crop proceeds. Crops will be delivered to a local grain terminal as determined by the Shelby County Board.

METHOD OF PAYMENT

The operator agrees to submit to Shelby County an itemized written statement of completed work for spring planting season by December 15, 2022 for any fall work and by December 15, 2023 for 2023 crop year.

PROCUREMENT OF SUPPLIES

Shelby County will be responsible for purchasing all seed, fertilizer, herbicides, and other farm supplies. If the operator should incur any of these expenses, a copy of the invoice will be provided so that Shelby County can reimburse the operator for the expense.

FIELD OPERATIONS AND RATES

Shelby County will request from time to time the operator to provide equipment and labor to cultivate, plant and harvest a crop on the Subject Property. In addition, the operator will provide transportation for the grain from each crop harvested from the Subject Property to a local elevator.

The operator agrees to provide farming services on the Subject Property in a husband-like manner, taking care not to damage adjacent crops and adjacent public rights-of-way.

The operator shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

Custom Rates	
<u>Field Operation</u>	<u>Rate</u>
FALL VT	16.00
SEW/PLANT WHEAT	18.00
HARVEST / DELIVER WHEAT	39.00 - Harvest 10.00 - Deliver
PLANT STUBBLE BEANS	17.00
HARVEST / DELIVER BEANS	37.00 - Harvest 6.00 Deliver
MOW x 2	\$ 3 x 2 = 6.00
	\$ 149.00 / Acre

OPERATOR'S DUTIES

In addition to conducting farming operations, the operator will be responsible for: preventing the growth of noxious weeds, including in fence rows and on land adjacent to roadways; repairing breaks in open ditches; and mowing the County Farm, including land adjacent to roadways.

INSURANCE

The operator farms on the County Farm subject to the hazards of operating a farm, and assumes all risk of accidents, injuries, property damage and other damages of any kind or character to its officers, shareholders and directors, its employees, invitees, agents or to any other persons or entities on or in any way involving the County Farm during the term of this lease and agrees to hold Shelby County free, harmless and indemnified therefore. The Operator will carry liability insurance to cover the provision of this paragraph in the minimum amount of \$1,000,000.00 naming Shelby County as an additional name insured and will provide a copy of its policy to Shelby County. A copy of the declaration page will be provided to Shelby County.

REAL ESTATE TAXES

Shelby County will apply for a tax exemption for the subject property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in the Illinois Property Tax Code (35 ILCS 200/1-1, et seq.), it shall be the obligation of Shelby County to pay such taxes as are incurred during the term of this agreement.

INDEMNIFICATION

The operator shall indemnify, hold harmless and defend with counsel of Shelby County's own choosing, Shelby County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this Agreement and any breach by the operator or any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by the operator or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconducts of the operator in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and auctions brought against them. Pursuant to ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Contract unless the attorney has been approved in writing by the Shelby County State's Attorney. Releasees' participation in its defense shall not remove the operator's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of the Agreement.

ASSIGNMENT OF CUSTOM FARM AGREEMENT

The operator's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without Shelby County's consent. Any attempt to assign or so transfer without consent shall be void and without legal effect and shall constitute grounds for termination.

INDEPENDENT CONTRACTOR (OPERATOR)

It is understood and agreed that the operator is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Shelby County. The operator understands and agrees that the operator is solely responsible for paying all wages, benefits and any other compensation due and owing to the operator's officers, employees, and agents for the performance of services set forth in the Agreement. The operator further understands and agrees that the operator is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for the operator's officers, employees and/or agents who perform services as set forth in the Agreement. The operator also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of the operator, operator's officers, employees and agents and agrees that Shelby County is not responsible for providing any insurance coverage for the benefit of the operator, operator's officers, employees and agents. The operator hereby agrees to defend with counsel of Shelby County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Shelby County, its board members, officials, employees, insurers, and agents for any alleged injuries that the operator, its officers, employees and/or agents may sustain while performing services under the Agreement.

CONFLICT OF INTEREST

Both parties affirm that no Shelby County officer, board member, or elected official has a direct or indirect pecuniary interest in the operator or this agreement, or, if any Shelby County officer, board member, or elected official does have a direct or indirect pecuniary interest in the operator or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

NON-DISCRIMINATION

The operator, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

DISAGREEMENT WITHIN THE CONTRACT WITH ILLINOIS LAW

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be a waiver of that or any other term, condition, covenant

or obligation or of any subsequent breach thereof.

LEGAL REMEDIES

In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

FINALITY OF AGREEMENT

This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

OPERATOR:

Signed: _____

A large black rectangular redaction covers the signature of the operator.

_____ *on behalf of Hennings Farms Inc.*

SHELBY COUNTY:

Signed: _____

BRYON COFFMAN
CHAIRMAN, SHELBY COUNTY BOARD

SHELBY COUNTY FARM
FARM OPERATOR / CUSTOM FARM CONTRACT, 2022-2023
BID FORM

Farm Operator Name: Kenny Compton

Custom Rates

Field Operation Rate

FALLVT \$ 16.00 / acre

SEW/PLANT WHEAT \$ 16.00 / acre

HARVEST / DELIVER WHEAT \$ 30.00 / acre

PLANT STUBBLE BEANS \$ 25.00 / acre

HARVEST / DELIVER BEANS \$ 30.00 / acre

MOW x 2 \$ 1000.00 (500 x 2)

5.09/AC ^{MAB}

1196.3

Signature:



23,966.27 Total
122.09/AC

I, Kenny Compton, have reviewed the Custom Farm Contract dated 9-17-2022 and, if awarded the contract, agree to abide by the terms and conditions of said contract.

SHELBY COUNTY FARM
FARM OPERATOR / CUSTOM FARM CONTRACT, 2022-2023
STATEMENT OF PROFESSIONAL EXPERIENCE

Farm Operator Name: Kenny Compton

Farm Operator Address:

Address:

[REDACTED]
[REDACTED]

Contact Information:

Phone:

217- [REDACTED]

E-mail:

[REDACTED]

Statement of Professional Experience:

(please summarize your experience as a farm operator) I'm 47 years old AND FARM Full time

I HAVE BEEN FARMING SINCE 1993. I FARM 1200 acres mostly RENTED FARMS. I ALSO CUSTOM FARM INCLUDING PLANTING AND HARVESTING FOR THE SAME LANDOWNERS FOR OVER 5 YEARS. I HAVE MODERN EQUIPMENT THAT IS ON A ROUTINE MAINTENANCE SCHEDULE TO REDUCE DOWNTIME.

I GROW CORN, SOY BEANS, WHEAT, DOUBLE CROP BEANS AND HAY.

**CUSTOM FARM AGREEMENT
SHELBY COUNTY FARM, 2022-2023**

This agreement is made and entered into this 20th day of Sept., 2022 between the Owner, Shelby County, and Kenny Compton the Operator for the 2022/2023 farming season. Operator agrees to plant and harvest wheat and beans.

SELECTION OF OPERATOR

The Operator will be selected pursuant to a bidding process approved by the Shelby County Board. The selected Operator agrees to provide a bond in the amount of two (2) times greater the amount of the submitted and accepted bid.

DESCRIPTION OF LAND

The Operator agrees to perform custom farming operations for the County on the following real estate located in the County of Shelby and State of Illinois and owned by Shelby County, described as follows:

The West ½ of the Northwest Quarter of Section 3 and the Northeast Quarter of Section 4, Township 11 North, Range 3 East of the Third Principal Meridian, Shelby County Illinois; commonly known as the Shelby County Farm consisting of approximately 196.3 tillable acres.

Operator reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land.

LENGTH OF TENURE

The operator agrees that this Custom Farm Agreement is purely a contractual license to use the Subject Property for farming purposes for the 2022-2023 farming season, beginning on the first day following removal of beans in 2022 and terminating on December 31, 2023. To the extent permitted by law, Shelby County may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the operator. In the event of any termination by Shelby County, it is agreed that Shelby County shall reimburse the operator for incurred costs related to purchasing of seed, fertilizer, herbicides, farm supplies, and other farming expenses completed but not paid, upon the operator providing a copy of the invoice(s) for incurred costs. Other than reimbursement for incurred costs as provided in this contract, the operator hereby waives its rights to request or seek any other monetary amount from Shelby County in the event the Custom Farm Agreement granted herein is terminated.

The Agreement grants only a contractual license to work on the Subject Property (hereafter considered the tillable acres) under the terms and conditions stated herein. Further, the rights granted by Shelby County herein shall vest only in the operator and no such rights shall vest in any of the operator's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to the operator any legal or equitable interest or estate in the Subject Property.

CROP PROCEEDS

Shelby County will receive 100% of the crop proceeds. Crops will be delivered to a local grain terminal as determined by the Shelby County Board.

METHOD OF PAYMENT

The operator agrees to submit to Shelby County an itemized written statement of completed work for spring planting season by December 15, 2022 for any fall work and by December 15, 2023 for 2023 crop year.

PROCUREMENT OF SUPPLIES

Shelby County will be responsible for purchasing all seed, fertilizer, herbicides, and other farm supplies. If the operator should incur any of these expenses, a copy of the invoice will be provided so that Shelby County can reimburse the operator for the expense.

FIELD OPERATIONS AND RATES

Shelby County will request from time to time the operator to provide equipment and labor to cultivate, plant and harvest a crop on the Subject Property. In addition, the operator will provide transportation for the grain from each crop harvested from the Subject Property to a local elevator.

The operator agrees to provide farming services on the Subject Property in a husband-like manner, taking care not to damage adjacent crops and adjacent public rights-of-way.

The operator shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

Custom Rates Field Operation	Rate
FALL VT	\$ 16.00 / Acre
SEW/PLANT WHEAT	\$ 16.00 / Acre
HARVEST / DELIVER WHEAT	\$ 30.00 / Acre
PLANT STUBBLE BEANS	\$ 25.00 / Acre
HARVEST / DELIVER BEANS	\$ 30.00 / Acre
MOW x 2	\$ 500.00 x 2

OPERATOR'S DUTIES

In addition to conducting farming operations, the operator will be responsible for: preventing the growth of noxious weeds, including in fence rows and on land adjacent to roadways; repairing breaks in open ditches; and mowing the County Farm, including land adjacent to roadways.

INSURANCE

The operator farms on the County Farm subject to the hazards of operating a farm, and assumes all risk of accidents, injuries, property damage and other damages of any kind or character to its officers, shareholders and directors, its employees, invitees, agents or to any other persons or entities on or in any way involving the County Farm during the term of this lease and agrees to hold Shelby County free, harmless and indemnified therefore. The Operator will carry liability insurance to cover the provision of this paragraph in the minimum amount of \$1,000,000.00 naming Shelby County as an additional name insured and will provide a copy of its policy to Shelby County. A copy of the declaration page will be provided to Shelby County.

REAL ESTATE TAXES

Shelby County will apply for a tax exemption for the subject property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in the Illinois Property Tax Code (35 ILCS 200/1-1, et seq.), it shall be the obligation of Shelby County to pay such taxes as are incurred during the term of this agreement.

INDEMNIFICATION

The operator shall indemnify, hold harmless and defend with counsel of Shelby County's own choosing, Shelby County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this Agreement and any breach by the operator or any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by the operator or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconducts of the operator in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and auctions brought against them. Pursuant to ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Contract unless the attorney has been approved in writing by the Shelby County State's Attorney. Releasees' participation in its defense shall not remove the operator's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of the Agreement.

ASSIGNMENT OF CUSTOM FARM AGREEMENT

The operator's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without Shelby County's consent. Any attempt to assign or so transfer without consent shall be void and without legal effect and shall constitute grounds for termination.

INDEPENDENT CONTRACTOR (OPERATOR)

It is understood and agreed that the operator is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Shelby County. The operator understands and agrees that the operator is solely responsible for paying all wages, benefits and any other compensation due and owing to the operator's officers, employees, and agents for the performance of services set forth in the Agreement. The operator further understands and agrees that the operator is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for the operator's officers, employees and/or agents who perform services as set forth in the Agreement. The operator also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of the operator, operator's officers, employees and agents and agrees that Shelby County is not responsible for providing any insurance coverage for the benefit of the operator, operator's officers, employees and agents. The operator hereby agrees to defend with counsel of Shelby County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Shelby County, its board members, officials, employees, insurers, and agents for any alleged injuries that the operator, its officers, employees and/or agents may sustain while performing services under the Agreement.

CONFLICT OF INTEREST

Both parties affirm that no Shelby County officer, board member, or elected official has a direct or indirect pecuniary interest in the operator or this agreement, or, if any Shelby County officer, board member, or elected official does have a direct or indirect pecuniary interest in the operator or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

NON-DISCRIMINATION

The operator, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

DISAGREEMENT WITHIN THE CONTRACT WITH ILLINOIS LAW

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be a waiver of that or any other term, condition, covenant

or obligation or of any subsequent breach thereof.

LEGAL REMEDIES

In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

FINALITY OF AGREEMENT

This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

OPERATOR:

Signed: _____



SHELBY COUNTY:

Signed: _____



BRYON COFFMAN
CHAIRMAN, SHELBY COUNTY BOARD

**SHELBY COUNTY FARM
INVITATION TO BID**

Shelby County seeks quotations from interested Farm Operators to custom farm the Shelby County Farm: the Northeast Quarter (NE ¼) of Section (4), and the West Half of the Northwest Quarter (NW ¼) of Section Three (3), Township Eleven North (11N), Range Three East (3E), of the Third (3rd) Principal Meridian, situated in the County of Shelby, State of Illinois, consisting of 196.3 acres of tillable ground. The Custom Farm Contract shall begin the day after removal of beans, 2022 and terminate on December 31, 2023.

Bid packets are available at the Shelby County Clerk's Office, 301 E. Main Street, Shelbyville, Illinois, 62565. Sealed bids will be accepted by the Shelby County Clerk's Office until September 20, 2022 at 9:00 am and will be read at 9:00 am on Septmeber 20, 2022, Courtroom B, Shelby County Courthouse, 301 E. Main Street, Shelbyville, IL.

B

SHELBY COUNTY FARM

FARM OPERATOR / CUSTOM FARM CONTRACT, 2022-2023

BID FORM

Farm Operator Name: Double R Soil & Swine
RD & Reece WASHINGTON

Custom Rates

Field Operation Rate 121.50 before Freight & Mowing

FALLVT

\$12/A \$132.50

SEW/PLANT WHEAT

\$16/A

HARVEST / DELIVER WHEAT

combine & cart \$36.50/A
Hauling .10 cents/bu up to 15 mile
.16 cents/bu to 15 to 40 mile

\$7.00
\$4.00

11.00

PLANT STUBBLE BEANS

No-Till Beans \$18.50/A

HARVEST / DELIVER BEANS

combine & cart 38.50/A
Hauling .10 cents/bu up to 15 mile
.16 cents/bu 15 to 40 mile

MOW x 2

\$40/hour

Signature:

[Redacted Signature]
[Redacted Signature]

I, RD & Reece WASHINGTON, have reviewed the Custom Farm Contract dated Sept. 19, 2022 and, if awarded the contract, agree to abide by the terms and conditions of said contract.

SHELBY COUNTY FARM

FARM OPERATOR / CUSTOM FARM CONTRACT, 2022-2023

STATEMENT OF PROFESSIONAL EXPERIENCE

Farm Operator Name: RD + Reece WADDINGTON
DBA: Double R Farms

Farm Operator Address:

Address:

[REDACTED]

[REDACTED]

Contact Information:

Phone:

217- [REDACTED]

217- [REDACTED]

E-mail:

[REDACTED]

Statement of Professional Experience:

(please summarize your experience as a farm operator)

I am in my 40th year farming in the local area, my son Reece joined our operation 4 years ago. We are trying to expand our operation with added acres to support him + his family as well. We have grown corn, beans and wheat as well as contract beef hogs. We have good experien with highyield and high managemnt wheat, as this year our wheat made 103 bu/A., as well as corn + beans. We try and run our farm in a very timely manner as we farm for several landlords and plant and harvest crops effiiently, and take care of the land like it's our own. Hopefully this short summary gives you an overview of our operation and Thanks for [REDACTED]

SHELBY COUNTY FARM
 FARM OPERATOR / CUSTOM FARM CONTRACT, 2022-2023
 BID FORM


Farm Operator Name: ZAC BALLARD

Custom Rates

Field Operation Rate

FALLVT	17.00	
SEW/PLANT WHEAT	21.00	
HARVEST / DELIVER WHEAT	32.00	& .10 BUSHEL DELIVERY
PLANT STUBBLE BEANS	21.00	
HARVEST / DELIVER BEANS	32.00	& .10 BUSHEL DELIVERY
MOW x 2	150.00	EACH TIME \$1.53/acre

Signature:



\$124.53	PL
11.00	
\$135.53	

I, ZAC BALLARD, have reviewed the Custom Farm Contract dated 9-16, 2022 and, if awarded the contract, agree to abide by the terms and conditions of said contract.

SHELBY COUNTY FARM
FARM OPERATOR / CUSTOM FARM CONTRACT, 2022-2023
STATEMENT OF PROFESSIONAL EXPERIENCE

Farm Operator Name: ZAC BALLARD

Farm Operator Address:

Address: [REDACTED]
[REDACTED]

Contact Information:

Phone: 217- [REDACTED]
E-mail: [REDACTED]

Statement of Professional Experience:

(please summarize your experience as a farm operator)

STATEMENT ATTACHED

Zac Ballard

[REDACTED]
[REDACTED]

September 16, 2022

Dear Shelby County Farm Board,

My experience with farming started 17 years ago when I began dating a farmer's daughter and helped out as needed during busy times. After the birth of my wife and I's third son, I decided to leave IT and work full time with my father-in-law on his grain and cattle farm. Together he and I grow corn, soybeans, and wheat. We also manage a cattle operation of nearly 500 animals. Over the last 7 years I have taken on independent cash rent and 50/50 contracts in addition to our daily operations. I have learned many lessons, but most importantly, the value of stewardship and a legacy. If awarded this contract, I will do my best to ensure the Poor Farm continues to be well cared for and productive for the people of Shelby County. Thank you for your time.

Sincerely,

[REDACTED]

Zac Ballard

**CUSTOM FARM AGREEMENT
SHELBY COUNTY FARM, 2022-2023**

This agreement is made and entered into this ____ day of _____, 2022 between the Owner, Shelby County, and _____, the Operator for the 2022/2023 farming season. Operator agrees to plant and harvest wheat and beans.

SELECTION OF OPERATOR

The Operator will be selected pursuant to a bidding process approved by the Shelby County Board. The selected Operator agrees to provide a bond in the amount of two (2) times greater the amount of the submitted and accepted bid.

DESCRIPTION OF LAND

The Operator agrees to perform custom farming operations for the County on the following real estate located in the County of Shelby and State of Illinois and owned by Shelby County, described as follows:

The West ½ of the Northwest Quarter of Section 3 and the Northeast Quarter of Section 4, Township 11 North, Range 3 East of the Third Principal Meridian, Shelby County Illinois; commonly known as the Shelby County Farm consisting of approximately 196.3 tillable acres.

Operator reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land.

LENGTH OF TENURE

The operator agrees that this Custom Farm Agreement is purely a contractual license to use the Subject Property for farming purposes for the 2022-2023 farming season, beginning on the first day following removal of beans in 2022 and terminating on December 31, 2023. To the extent permitted by law, Shelby County may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the operator. In the event of any termination by Shelby County, it is agreed that Shelby County shall reimburse the operator for incurred costs related to purchasing of seed, fertilizer, herbicides, farm supplies, and other farming expenses completed but not paid, upon the operator providing a copy of the invoice(s) for incurred costs. Other than reimbursement for incurred costs as provided in this contract, the operator hereby waives its rights to request or seek any other monetary amount from Shelby County in the event the Custom Farm Agreement granted herein is terminated.

The Agreement grants only a contractual license to work on the Subject Property (hereafter considered the tillable acres) under the terms and conditions stated herein. Further, the rights granted by Shelby County herein shall vest only in the operator and no such rights shall vest in any of the operator's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to the operator any legal or equitable interest or estate in the Subject Property.

CROP PROCEEDS

Shelby County will receive 100% of the crop proceeds. Crops will be delivered to a local grain terminal as determined by the Shelby County Board.

METHOD OF PAYMENT

The operator agrees to submit to Shelby County an itemized written statement of completed work for spring planting season by December 15, 2022 for any fall work and by December 15, 2023 for 2023 crop year.

PROCUREMENT OF SUPPLIES

Shelby County will be responsible for purchasing all seed, fertilizer, herbicides, and other farm supplies. If the operator should incur any of these expenses, a copy of the invoice will be provided so that Shelby County can reimburse the operator for the expense.

FIELD OPERATIONS AND RATES

Shelby County will request from time to time the operator to provide equipment and labor to cultivate, plant and harvest a crop on the Subject Property. In addition, the operator will provide transportation for the grain from each crop harvested from the Subject Property to a local elevator.

The operator agrees to provide farming services on the Subject Property in a husband-like manner, taking care not to damage adjacent crops and adjacent public rights-of-way.

The operator shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

Custom Rates	
<u>Field Operation</u>	<u>Rate</u>

FALL VT

SEW/PLANT WHEAT

HARVEST / DELIVER WHEAT

PLANT STUBBLE BEANS

HARVEST / DELIVER BEANS

MOW x 2

OPERATOR'S DUTIES

In addition to conducting farming operations, the operator will be responsible for: preventing the growth of noxious weeds, including in fence rows and on land adjacent to roadways; repairing breaks in open ditches; and mowing the County Farm, including land adjacent to roadways.

INSURANCE

The operator farms on the County Farm subject to the hazards of operating a farm, and assumes all risk of accidents, injuries, property damage and other damages of any kind or character to its officers, shareholders and directors, its employees, invitees, agents or to any other persons or entities on or in any way involving the County Farm during the term of this lease and agrees to hold Shelby County free, harmless and indemnified therefore. The Operator will carry liability insurance to cover the provision of this paragraph in the minimum amount of \$1,000,000.00 naming Shelby County as an additional name insured and will provide a copy of its policy to Shelby County. A copy of the declaration page will be provided to Shelby County.

REAL ESTATE TAXES

Shelby County will apply for a tax exemption for the subject property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in the Illinois Property Tax Code (35 ILCS 200/1-1, et seq.), it shall be the obligation of Shelby County to pay such taxes as are incurred during the term of this agreement.

INDEMNIFICATION

The operator shall indemnify, hold harmless and defend with counsel of Shelby County's own choosing, Shelby County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this Agreement and any breach by the operator or any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by the operator or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconducts of the operator in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and auctions brought against them. Pursuant to ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Contract unless the attorney has been approved in writing by the Shelby County State's Attorney. Releasees' participation in its defense shall not remove the operator's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of the Agreement.

ASSIGNMENT OF CUSTOM FARM AGREEMENT

The operator's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without Shelby County's consent. Any attempt to assign or so transfer without consent shall be void and without legal effect and shall constitute grounds for termination.

INDEPENDENT CONTRACTOR (OPERATOR)

It is understood and agreed that the operator is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Shelby County. The operator understands and agrees that the operator is solely responsible for paying all wages, benefits and any other compensation due and owing to the operator's officers, employees, and agents for the performance of services set forth in the Agreement. The operator further understands and agrees that the operator is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for the operator's officers, employees and/or agents who perform services as set forth in the Agreement. The operator also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of the operator, operator's officers, employees and agents and agrees that Shelby County is not responsible for providing any insurance coverage for the benefit of the operator, operator's officers, employees and agents. The operator hereby agrees to defend with counsel of Shelby County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Shelby County, its board members, officials, employees, insurers, and agents for any alleged injuries that the operator, its officers, employees and/or agents may sustain while performing services under the Agreement.

CONFLICT OF INTEREST

Both parties affirm that no Shelby County officer, board member, or elected official has a direct or indirect pecuniary interest in the operator or this agreement, or, if any Shelby County officer, board member, or elected official does have a direct or indirect pecuniary interest in the operator or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

NON-DISCRIMINATION

The operator, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

DISAGREEMENT WITHIN THE CONTRACT WITH ILLINOIS LAW

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be a waiver of that or any other term, condition, covenant

or obligation or of any subsequent breach thereof.

LEGAL REMEDIES

In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

FINALITY OF AGREEMENT

This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

OPERATOR:

Signed: _____

SHELBY COUNTY:

Signed: _____

**BRYON COFFMAN
CHAIRMAN, SHELBY COUNTY BOARD**