

INVENTORY & EVALUATION

* {
INDIVIDUAL
GROUP
UNIT OF GOVERNMENT

REQUESTED BY Firemen - City of Osceola LOCATION Osceola

ASSISTED BY Keith Ticknor & T. J. Laing DATE 3/16/71

SITUATION: The concrete spillway on a 10 acre lake located east of Osceola
has slipped and broken. Water runs through the break and is cutting out under
the spillway. The cutting back under the spillway is threatening the entire
structure. Funds are limited and the cost of a new concrete spillway is very
high.

The lake is located in a city owned park and is a popular recreation and
fishing area for Osceola residents. It is also used by many travelers because
it is along a major east-west highway.

DA = 320 Ac

Water area = 12 Ac

SUGGESTED SOLUTION(S): #1. We suggested that this be looked at and considered
for an R.C.&D. project. We will discuss this with our project coordinator.
#2. Suggested that the County Conservation Board be contacted to see if
they could help finance the repair work.

REQUEST FOR ENGINEERING ASSISTANCE

District Clarke Date 4/19 19 74
Farm Owner Clarke Co. Conservation Board Farm Operator _____
Job Location Clarke County, Sec 16, T 72N, R 25W, Twp Osceola
Is farm under "Cooperative Agreement" with district? Yes X No _____
Is job ACP? Yes _____ No X APP/MPH RC&D #197
Is second party (farmer, highway, drainage district) involved? Yes
Photo No. BIX-2CC-178 Conservation Survey Yes Coop. Agree. No. 1478
Gully drainage area 320 acres. _____ acres needing tile and/or
open ditch drainage.

List preliminary survey and soils data available, if any No soil map
available. Detailed survey has not been conducted. Application approved for
RC&D assistance. Conservation plan completed.

Describe problem in detail, including pertinent watershed considera-
tions The County Conservation Board recently acquired this 70 Acre park from
the City of Osceola. Four erosion problems have been identified. Three of these
are overfalls with small drainage areas that may require small structures. The
fourth problem is a deteriorated concrete spillway on a 12 acre lake in the park.
The spillway must be replaced or repaired soon.

Remarks: (Cooperator's intent, finances, construction procedure, and
date) The County Conservation Board is seeking financial and technical assistance
from the Southern Iowa RC&D.

Date engineer desired April, 1974 Signed Keith A. Ticknor
Work Unit Conservationist
Approved _____
Area Conservationist

Iowa-WS-5

4-6-72

(File Code WS-PL-566-20)

UNITED STATES DEPARTMENT OF AGRICULTURE

DIRECTOR, CONSERVATION SERVICE

Des Moines, Iowa

WATERSHED LAND TREATMENT ANALYSIS-TABLE I

(Sheet Erosion)

Watershed East Lake

Structure Site # _____

Acres of _____

Sediment Source _____

Drainage Area 320Date 2/12/75Prepared by K. Ticknor

Checked by _____

(R) Rainfall Factor 180Summary

Present Conditions _____

Projected Conditions _____

Owner Or Plan No.	Field No.	Soil		Slope		Prac. Appld.	Crop Rot.	"C" Value	RKLSP Value	Soil Loss T/Ac/Yr	Acres	Acres Tolerant Soil Loss	Soil Loss Tons Per Year	Engr. Complete)	
		Type	"K" Factor	Length	%									Terr. Fac.	Sed. Removed Tot. Tons
Swan											33	25			
Gray											10	10			
Sarderson											10	—			
Housing											28	28			
Oliver											4	4			
Twombly											33	30			
Patterson											63	47			
City Park											40	40			
Quarry											36	36			
Schaden											16	16			
lots											21	21			
Roads											13	13			
Lake											13	13			

Erosive Land Total

320

283

Percent

88%

Other Land

Total

Grand Total

(Over)

Iowa-WS-5

4-6-72

(File Code WS-PL-566-20)

UNITED STATES DEPARTMENT OF AGRICULTURE

Soil Conservation Service

Des Moines, Iowa

Section 16

Osceola Twp

Page 1 of 3

WATERSHED LAND TREATMENT ANALYSIS-TABLE I

(Sheet Erosion)

Watershed

Structure Site #16

Acres of

Sediment Source

Drainage Area

Date

Prepared by

Checked by

(R) Rainfall Factor

Present Conditions

Protected Conditions

Owner Or Plan No.	Field No.	Soil		Slope		Prac. Apld.	Crop Rot.	"C" Value	RKLSP Value	Soil Loss T/Ac/Yr	Acres	Acres Tolerant Soil Loss	Soil Loss Tons Per Year	Engr. Complete)	
		Type	"K" Factor	Length	%									Terr. Fac.	Sed. Removed Tot. Tons
1	1	364	.37	200	3	SR	CCOM	0.12	30	3.6	20	20	72		
2	2	364	.37	100	3	SR	Meadow	0.011	20	0.2	3	3	1		
		364	.37	200	6	SR	Meadow	0.011	62	0.7	10	10	7		
		222	.49	200	8	SR	Meadow	0.011	124	1.4	3	3	5		
		222	.49	100	10	SR	Meadow	0.011	120	1.3	3	3	4		
2	3	222	.44	100	8	SR	grass	0.003	86	0.3	5	5	2		
		222	.44	100	10	SR	grass	0.003	120	0.4	4	4	2		
		24	.37	100	11	SR	grass	0.003	91	0.3	3	3	1		
		11	—	—	—	—	—	—	—	—	2	2	2		
		93	.43	100	11	SR	grass	0.003	122	0.4	3	3	1		
③	1	222	.49	200	8	SR	grass	0.003	124	0.4	5	5	2		
		93	.43	200	11	SR	grass	0.003	124	0.5	3	3	2		
		24	.37	200	11	SR	grass	0.003	150	0.5	5	5	3		
		11	—	—	—	—	—	—	—	—	3	3	4		

Erosive Land Total

72

Percent

76

100%

109 Tons/yr

Lots
Rout Land

Total

Grand Total

(Over)

① Mrs. Bill Swan

② John Query

③ Bob Schoder

WATERSHED LAND TREATMENT ANALYSIS - TABLE II
 (Critical Sediment Source Areas
 Not Covered by Sheet Erosion
 Analysis)

Name of Cooperator or Location of Critical Sediment Source Area	Description of Sediment Source Area	Measures Needed	Units of Measure	
			Total Needs	Have Been Started or Installed
John Query	Active Gully	Structure upland treatment		
Mrs Bill Swan	water ways	seeding		

**I certify that not less than 75% of effective land
 treatment measures have been started or installed.**
 (Applies to Tables I and II)

Date _____

 District Conservationist

Iowa-WS-5
4-6-72
(File Code WS-PL-566-20)

UNITED STATES DEPARTMENT OF AGRICULTURE
Soil Conservation Service
Des Moines, Iowa

WATERSHED LAND TREATMENT ANALYSIS-TABLE I
(Sheet Erosion)

Watershed East Lake
~~Structure~~ ^{Section} Site # 16
 Acres of
 Sediment Source _____
 Drainage Area 320

Date Feb 10, 1975
Prepared by D. R. Spaidel
Checked by K. T. Kner
(R) Rainfall Factor

Present Conditions _____

Protected Conditions _____

[illegible]

2 J. D. Patterson

3 City of Osceola (Co. Cons. Bd.)

Erosive Land	60	60
Other Land	5	100%
Total	65	
Grand Total	66	

(Over)

Iowa-WS-5

4-6-72

(File Code WS-PL-566-20)

UNITED STATES DEPARTMENT OF AGRICULTURE

Soil Conservation Service

Des Moines, Iowa

Section 16

Oscawala Twp

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WATERSHED LAND TREATMENT ANALYSIS-TABLE I

(Sheet Erosion)

Watershed East Lake
 Structure Site # 16 Sac
 Acres of _____
 Sediment Source _____
 Drainage Area 320

Date Feb. 10, 1975
 Prepared by D. S. Smith
 Checked by K. Ticknor
 (R) Rainfall Factor 180

Present Conditions _____
 Protected Conditions _____

Owner Or Plan No.	Field No.	Soil		Slope		Prac. Appld.	Crop Rot.	"C" Value	RKLSP Value	Soil Loss T/Ac/Yr	Acres	Acres Tolerant Soil Loss	Soil Loss Tons Per Year	(Engr. Complete)	
		Type	"K" Factor	Length	%									Terr. Fac.	Sed. Removed Tot. Tons
1	1	364	.37	100	5	cont.	comm.	0.042	18	0.7	3	3	2		
		93	.43	100	10	cont.	comm.	0.042	62	2.5	3	3	8		
		93	.43	200	7	cont.	comm.	0.042	50	2.1	2	2	4		
	2	93	.43	100	7	SR	grass	0.003	64	0.2	5	5	1		
		93	.43	100	10	SR	grass	0.003	104	0.3	2	2	1		
		93	.43	200	15	SR	grass	0.003	286	0.9	5	5	5		
	3	11	—	—	—	—	—	—	—	—	3	3	1		
		364	.37	100	5	SR	comm.	0.042	35	1.5	4	4	6		
		93	.43	100	7	SR	comm.	0.042	64	2.7	3	3	8		
2	1	93	.43	200	11	SR	comm.	0.042	174	7.3	3	—	22		
		362	—	—	—	—	—	—	—	—	7	7	7		
		364	.37	900	3	SR	PROROMA	0.08	38	3.0	10	10	30		
	2	364	.37	200	7	SR	PROROMA	0.08	72	5.8	16	—	94		
		364	.37	100	6	SR	Meadow	0.011	45	0.5	5	5	3		
		222	.49	200	7	SR	Meadow	0.011	93	1.0	5	5	5		

Erosive Land Total

76

Lots

4

Percent

74%

Roads Land

2

Total

6

Grand Total

82

(Over)

J. A. Twombly

J. D. Patterson

(Over)

Section 17
Osceola Twp
Page 1 of 2

Iowa-WS-5
4-6-72
(File Code WS-PL-566-20)

UNITED STATES DEPARTMENT OF AGRICULTURE
Soil Conservation Service
Des Moines, Iowa

WATERSHED LAND TREATMENT ANALYSIS-TABLE I
(Sheet Erosion)

Watershed East Lake
Structure Site # 17
Acres of _____
Sediment Source _____
Drainage Area 320

Date Feb. 10, 1975
Prepared by D.R. Speidel
Checked by K. Ticknor
(R) Rainfall Factor 180

Present Conditions _____
Protected Conditions _____

Owner Or Plan No.	Field No.	Soil		Slope		Prac. Apld.	Crop Rot.	"C" Value	RKLSP Value	Soil Loss T/Ac/Yr	Acres	Acres Tolerant Soil Loss	Soil Loss Tons Per Year	Engr. Complete)	
		Type	"K" Factor	Length	%									Terr. Fac.	Sed. Removed Tot. Tons
1	1	364	.37	100	3	SR	CS64	.36	20	7.2	5	—	37		
		364	.37	200	6	SR	CS64	.36	62	11.0	3	—	33		
	2	364	.37	200	6	SR	grass	.003	62	0.2	5	5	1		
2	1	364	.37	100	3	SR	grass	.003	20	0.1	3	3	1		
		364	.37	100	6	SR	grass	.003	45	0.2	3	3	1		
		222	.49	200	8	SR	grass	.003	124	0.4	4	4	2		
3	1	364	.37	100	3	SR	CCC4	.36	20	7.2	6	—	43		
		364	.37	200	6	SR	CCC4	.36	62	11.0	4	—	44		
4	1	362	—	—	2	SR	CCC4	.36	—	—	4	4	4		
5	1	364	.37	200	4	SR	grass	.003	40	.1	5	5	1		
6	1	364	.37	200	6	SR	grass	.003	62	.2	10	10	2		
		222	.49	200	8	SR	grass	.003	124	.4	5	5	2		

1 Mrs. Bill Sway
2 Gary Gray
3 Gary Sanderson
4 Unknown owner (own) (site lot or in garden)
5 Unknown owner (Housing) Erosive Land Total 8
6 Unknown owner (Housing) Roads Land 5
Total 13
Grand Total 70

Percent 68%

(Over)

W
O
N

**BID FORM
(CONSTRUCTION CONTRACT)**

NAME AND LOCATION OF PROJECT

East Lake Park in the Southern Iowa RC&D Project
located approximately one (1) mile East of
Osceola, Clarke County, Iowa

INVITATION NO. IA-6002-CCCB-53-2

Date August 24, 1977

TO: Clarke County Conservation Board
Court House
Osceola, Iowa 50213

Sept. 12, 1977
Date

In compliance with the above-dated invitation for bids, the undersigned hereby proposes to perform all work for construction of one (1) multiple purpose dam and one (1) grade stabilization structure

in strict accordance with the terms, conditions, provisions, schedules, specifications, and drawings, for the following amount

Total Price Bid: ONE Hundred Thousand three hundred and fifty five cents dollars

The undersigned agrees that, upon written acceptance of this bid, mailed or otherwise furnished within _____ calendar days (60 calendar days unless a different period be inserted by the bidder) after the date of opening of bids, he will within 10 calendar days (unless a longer period is allowed) after receipt of the prescribed forms, execute Form SCS-AS-41, Contract and, if required by this invitation for bids, give performance and payment bonds on forms furnished by the Contracting Local Organization with good and sufficient surety.

The undersigned agrees, if awarded the contract, to commence the work within 20 calendar days after the date of receipt of notice to proceed, and to complete the work within 96 calendar days after the date of receipt of notice to proceed.

The bidder certifies that no official of the Sponsoring Local Organizations, the Contracting Local Organization, or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or contracts of this firm.

The bidder represents (Check appropriate boxes):

(1) That he (☒ has, () has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause herein, the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114; that he () has, () has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

(2) That he operates as an ☐ individual, ☐ partnership, ☐ joint venture, ☒ corporation, incorporated in State of IOWA

Receipt of Amendments: The undersigned acknowledges receipt of the following amendments of the invitation for bids, drawings, and/or specifications, etc. (Give number and date of each):

ENCLOSED IS BID GUARANTEE, IF REQUIRED, CONSISTING OF		IN THE AMOUNT OF \$ <u>1070</u>
NAME OF BIDDER (Type or print) <u>Keith E. Kent</u>	FULL NAME OF ALL PARTNERS (Type or print)	
BUSINESS ADDRESS (Type or print) <u>Lucas, Iowa 50151</u>		
BY (Signature in ink. Type or print name under signature) <u>Keith E. Kent</u>		
TITLE (Type or print) <u>Pres</u>		

DIRECTIONS FOR SUBMITTING BIDS	ENVELOPES CONTAINING BIDS, GUARANTEE, ETC, MUST BE SEALED, MARKED, AND ADDRESSED AS FOLLOWS: Clarke County Conservation Board Court House Osceola, Iowa 50213 Invitation No. IA-6002-CCCB-53-2 for opening September 12, 1977, at 11:00 A.M., local time at place of bid opening
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CAUTION: Bids should not be qualified by exceptions to the bidding conditions.

EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT
MEASURE PLAN NO. 197, PART A
SOUTHERN IOWA RC&D PROJECT

BID SCHEDULE (Continued)
DIVISION II - CONSTRUCTION (Continued)
SITE 1 - (CONTINUED)

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
15.	Asbestos-Cement Pipe, Foundation Trench Drain Collector, 6" Diam.	44	260	Lin. Ft.	\$ <u>14.-</u>	\$ <u>3640.-</u>
18.	Corrugated Iron or Steel Pipe, Foundation Trench Drain Outlet, 8" Diam.	51	24	Lin. Ft.	\$ <u>7.-</u>	\$ <u>168.-</u>
19.	Trash Rack	81	1	Job	XXX	\$ <u>800.-</u>
21.	Seeding & Mulching	203A	10.0	Acres	\$ <u>600.-</u>	\$ <u>6000.-</u>
22.	Rock, Slope Protection	212A	1,554	Tons	\$ <u>10.65</u>	\$ <u>16550.¹⁰</u>
23.	Bedding, Slope Protection	212A	319	Cu. Yd.	\$ <u>20.-</u>	\$ <u>6380.-</u>
24.	Rock, Stilling Basin	212A	370	Tons	\$ <u>14.-</u>	\$ <u>5180.-</u>
25.	Bedding, Stilling Basin	212A	56	Cu. Yd.	\$ <u>20.-</u>	\$ <u>1120.-</u>
TOTAL BID - SITE 1					\$ <u>123,347.55</u>	

SITE 2

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2.	Clearing & Grubbing	2B	1	Job	XXX	\$ <u>850.-</u>
5.	Excavation, Common	21	240	Cu. Yd.	\$ <u>.90</u>	\$ <u>216.-</u>
7.	Earth Fill, Embankment	23	1,950	Cu. Yd.	\$ <u>.70</u>	\$ <u>1365.-</u>
16.	Corrugated Iron or Steel Pipe, Principal Spillway Conduit, 30" Diam.	51	88	Lin. Ft.	\$ <u>44.-</u>	\$ <u>3872.-</u>
17.	Corrugated Iron or Steel Pipe Vertical Inlet Assembly	51	1	Job	XXX	\$ <u>600.-</u>
19.	Trash Rack	81	1	Job	XXX	\$ <u>700.-</u>
20.	Timber Support-Propped Outlet	83	1	Each	\$ <u>500.-</u>	\$ <u>500.-</u>

EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT
MEASURE PLAN NO. 197, PART A
SOUTHERN IOWA RC&D PROJECT

BID SCHEDULE (Continued)DIVISION II - CONSTRUCTION (Continued)SITE 2 - (Continued)

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
21.	Seeding & Mulching	203A	0.6	Acres	\$ <u>600-</u>	\$ <u>360-</u>
TOTAL BID - SITE 2.....					\$	<u>8463.-</u>

SUMMATION - DIVISION II - CONSTRUCTION

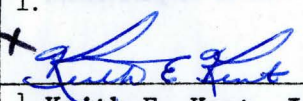
TOTAL BID - SITE 1.....	\$	<u>123,347.55</u>
TOTAL BID - SITE 2.....	\$	<u>8463.-</u>
TOTAL BID - DIVISION II - CONSTRUCTION.....	\$	<u>131,810.55</u>

SUMMATION OF BIDS

TOTAL BID - DIVISION I - MOBILIZATION.....	\$	<u>2000.-</u>
TOTAL BID - DIVISION II - CONSTRUCTION.....	\$	<u>131,810.55</u>
GRAND TOTAL BID.....	\$	<u>133,810.55</u>

✓ *L. D. Duree*

BID BOND (See Instructions on reverse)					Date Bond Executed (Must not be later than bid opening date)	
Principal (Legal name and business address) Keith E. Kent, Inc. Lucas, Iowa 50151					Type of Organization ("X" one) ☐ Individual ☐ Partnership ☐ Joint ☐ Corporation ☐ Venture ☒ Corporation	
Surety(ies) (Name and business address) Employers Mutual Casualty Company Des Moines, Iowa					State of Incorporation Iowa	
Penal Sum of Bond					Bid Identification	
Percent of Bid Price	Amount not to exceed				Bid Date	Invitation No.
	Million(s)	Thousand(s)	Hundred(s)	Cents	September 12, 1977	IA-6002-CCCB-53-2
10					For (Construction, Supplies or Services) Construction	
KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the Clarke County Conservation Board , hereinafter called the Contracting Local Organization, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided, That where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.						
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the bid identified above.						
NOW, THEREFORE, if the Principal, upon acceptance by the Contracting Local Organization of his bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by him, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the Contracting Local Organization for any cost of procuring the work which exceeds the amount of his bid, then the above obligation shall be void and of no effect.						
Each Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Contracting Local Organization, notice of which extension(s) to the Surety(ies) being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.						
IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this bid bond and have affixed their seals on the date set forth above.						
Principal						
Signature(s)	1.  (Seal)				2. _____ (Seal)	
Name(s) & Title(s) (Typed)	1. KEITH E. KENT, INC. BY: Keith E. Kent President				2. _____	

BID BOND (See Instructions on reverse)					Date Bond Executed (Must not be later than bid opening date) August 19, 1977	
Principal (Legal name and business address) Keith E. Kent, Inc. Lucas, Iowa					Type of Organization ("X" one) ☐ Individual ☐ Partnership ☐ Joint ☐ Venture ☒ Corporation	
					State of Incorporation Iowa	
Surety(ies) (Name and business address) Employers Mutual Casualty Company Des Moines, Iowa						
Penal Sum of Bond					Bid Identification	
Percent of Bid Price	Amount not to exceed				Bid Date	Invitation No.
	Million(s)	Thousand(s)	Hundred(s)	Cents	August 19, 1977	IA-6002-CCCB-53-1
10%					For (Construction, Supplies or Services) Construction	
KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the Clarke County Conservation Board , hereinafter called the Contracting (Name of Contracting Local Organization)						
Local Organization, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided, That where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.						
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the bid identified above.						
NOW, THEREFORE, if the Principal, upon acceptance by the Contracting Local Organization of his bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by him, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the Contracting Local Organization for any cost of procuring the work which exceeds the amount of his bid, then the above obligation shall be void and of no effect.						
Each Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Contracting Local Organization, notice of which extension(s) to the Surety(ies) being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.						
IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this bid bond and have affixed their seals on the date set forth above.						
Principal						
Signature(s)	1.  (Seal)				2. (Seal)	
Name(s) & Title(s) (Typed)	1. Keith E. Kent, Inc. Keith E. Kent President				2.	

Employers Mutual CASUALTY COMPANY

HOME OFFICE • DES MOINES, IOWA

Certificate of Authority Individual Attorney-in-Fact

WE ALL MEN BY THESE PRESENTS, that the Employers Mutual Casualty Company, a Corporation duly organized under the laws of the State of Iowa and having its general office in the City of Des Moines, in said State, hath made, constituted and appointed, and does by these presents make, constitute and appoint:

KEITH B. MERRILL, JR., , INDIVIDUALLY
W.A. SCHULTZ, INDIVIDUALLY
B.J. ANFINSON, INDIVIDUALLY
J.F. LUTHER, INDIVIDUALLY
H. ROBERT KUHLEN, INDIVIDUALLY
EDNA J. TWINING, INDIVIDUALLY
ALL OF DES MOINES, IOWA

true and lawful Attorney in Fact, with full power and authority conferred to sign, seal and execute its lawful bonds, undertakings, and other obligations of a similar nature as follows:

IN AN AMOUNT NOT EXCEEDING FIVE HUNDRED THOUSAND - - - DOLLARS (\$500,000.00)

to bind the Employers Mutual Casualty Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Employers Mutual Casualty Company and all the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

Power-of-Attorney is made and executed pursuant to and by authority of the following Resolution of the Board of Directors of the Company early adopted at a meeting duly called and held on June 10, 1953:

"RESOLUTION" APPOINTMENT OF ATTORNEY-IN-FACT

- (a) The Chairman of the Board of Directors, the President, any Vice President, the Treasurer and the Secretary shall have power and authority to (1) appoint attorney-in-fact and authorize them to execute on behalf of the Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him.
- (b) Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them to execute and deliver on behalf of the company and attach the seal of the company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the company.

Authority hereby granted shall expire April 1, 1978 , unless sooner revoked.

WITNESS WHEREOF, the Employers Mutual Casualty Company has caused these presents to be signed by its _____
President and _____ Secretary and its corporate seal to be thereto affixed this 9th day of
April, 19 75.

EMPLOYERS MUTUAL CASUALTY COMPANY

BY: Robb B. Kelley
Robb B. Kelley, President

BY: Darrell B. Southern
Darrell B. Southern, Secretary

STATE OF IOWA }
COUNTY OF POLK } ss.

On this 9th day of April, A.D. 19 75, before me a Notary Public in and for _____ County, Iowa, personally appeared Robb B. Kelley and Darrell B. Southern, who being by me duly sworn, did say that they are the President and _____ Secretary, respectively of said Employers Mutual Casualty Company, that the seal affixed to said instrument is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that said Robb B. Kelley and Darrell B. Southern acknowledge the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

My Commission Expires Sept. 30, 19 76

Helen R. John

Notary Public

CERTIFICATE

Richard E. Haskins, Vice President of the Employers Mutual Casualty Company, do hereby certify that the attached Power-of-Attorney dated April 9, 1975 in behalf of Keith B. Merrill, Jr., W.A. Schultz, B.J. Anfinson, J.F. Luther, H. Robert Kuhlken, Edna J. Twining, individually

is a true and correct copy and that the same is still in force.

In Testimony Whereof I have subscribed my name and affixed the corporate seal of said Company this 19th day of _____

EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT
MEASURE PLAN NO. 197, PART A
SOUTHERN IOWA RC&D PROJECT

BID SCHEDULE

DIVISION I - MOBILIZATION

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	Mobilization	8	1	Job	XXX	\$ <u>2000.-</u>
TOTAL BID - DIVISION I - MOBILIZATION.....						\$ <u>2000.-</u>

DIVISION II - CONSTRUCTION

SITE 1

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2.	Clearing & Grubbing	2B	1	Job	XXX	\$ <u>3000.-</u>
3.	Structure Removal	3	1	Job	XXX	\$ <u>2000.-</u>
4.	Removal of Water	11	1	Job	XXX	\$ <u>1000.-</u>
5.	Excavation, Common	21	3,171	Cu. Yd.	\$ <u>1.00</u>	\$ <u>3171.-</u>
6.	Excavation, Channel, Common	21	1,106	Cu. Yd.	\$ <u>1.00</u>	\$ <u>1106.-</u>
7.	Earth Fill, Embankment	23	54,516	Cu. Yd.	\$ <u>.82</u>	\$ <u>44,703.12</u>
8.	Drain Fill, Coarse Type	24	174	Cu. Yd.	\$ <u>23.00</u>	\$ <u>4002.00</u>
9.	Salvaging & Spreading Topsoil	26	1,970	Sq. Yd.	\$ <u>.70</u>	\$ <u>1379.-</u>
10.	Concrete, Class 4000X	31A	17.2	Cu. Yd.	\$ <u>400.-</u>	\$ <u>6880.-</u>
11.	Cantilever Outlet Support	31A	1	Job	XXX	\$ <u>1400.-</u>
12.	Steel Reinforcement	34	1,261	Pounds	\$ <u>.65</u>	\$ <u>819.65</u>
13.	Reinforced Concrete Pressure Pipe, Principal Spillway Conduit, 30" Diam.	41	200	Lin. Ft.	\$ <u>75.-</u>	\$ <u>15000.-</u>
14.	Asbestos-Cement Pipe, Foundation Trench Drain Outlet, 6" Diam.	44	40	Lin. Ft.	\$ <u>10.-</u>	\$ <u>400.-</u>

EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT
MEASURE PLAN NO. 197, PART A
SOUTHERN IOWA RC&D PROJECT

BID SCHEDULE (Continued)
DIVISION II - CONSTRUCTION (Continued)
SITE 1 - (CONTINUED)

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
15.	Asbestos-Cement Pipe, Foundation Trench Drain Collector, 6" Diam.	44	260	Lin. Ft.	\$ <u>14.00</u>	\$ <u>3640.-</u>
18.	Corrugated Iron or Steel Pipe, Foundation Trench Drain Outlet, 8" Diam.	51	24	Lin. Ft.	\$ <u>7.00</u>	\$ <u>168.-</u>
19.	Trash Rack	81	1	Job	XXX	\$ <u>850.-</u>
21.	Seeding & Mulching	203A	10.0	Acres	\$ <u>600.-</u>	\$ <u>6000.-</u>
22.	Rock, Slope Protection	212A	1,554	Tons	\$ <u>10.65</u>	\$ <u>16,550.10</u>
23.	Bedding, Slope Protection	212A	319	Cu. Yd.	\$ <u>23.00</u>	\$ <u>7337.-</u>
24.	Rock, Stilling Basin	212A	370	Tons	\$ <u>12.00</u>	\$ <u>4440.-</u>
25.	Bedding, Stilling Basin	212A	56	Cu. Yd.	\$ <u>20.-</u>	\$ <u>1120.-</u>
TOTAL BID - SITE 1					\$ <u>124,965.87</u>	

SITE 2

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2.	Clearing & Grubbing	2B	1	Job	XXX	\$ <u>850.-</u>
5.	Excavation, Common	21	240	Cu. Yd.	\$ <u>.90</u>	\$ <u>216.-</u>
7.	Earth Fill, Embankment	23	1,950	Cu. Yd.	\$ <u>.70</u>	\$ <u>1365.-</u>
16.	Corrugated Iron or Steel Pipe, Principal Spillway Conduit, 30" Diam.	51	88	Lin. Ft.	\$ <u>44.-</u>	\$ <u>3872.-</u>
17.	Corrugated Iron or Steel Pipe Vertical Inlet Assembly	51	1	Job	XXX	\$ <u>600.-</u>
19.	Trash Rack	81	1	Job	XXX	\$ <u>700.-</u>
20.	Timber Support-Proppped Outlet	83	1	Each	\$ <u>500.-</u>	\$ <u>500.-</u>

EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT
MEASURE PLAN NO. 197, PART A
SOUTHERN IOWA RC&D PROJECT

BID SCHEDULE (Continued)DIVISION II - CONSTRUCTION (Continued)SITE 2 - (Continued)

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
21.	Seeding & Mulching	203A	0.6	Acres	\$ <u>600.-</u>	\$ <u>360.-</u>
TOTAL BID - SITE 2.....					\$	<u>8,463.-</u>

SUMMATION - DIVISION II - CONSTRUCTION

TOTAL BID - SITE 1.....	\$	<u>124,965.87</u>
TOTAL BID - SITE 2.....	\$	<u>8,463.-</u>
TOTAL BID - DIVISION II - CONSTRUCTION.....	\$	<u>#133,428.87</u>

SUMMATION OF BIDS

TOTAL BID - DIVISION I - MOBILIZATION.....	\$	<u>2000.-</u>
TOTAL BID - DIVISION II - CONSTRUCTION.....	\$	<u>133,428.87</u>
GRAND TOTAL BID.....	\$	<u>#135,428.87</u>

ok
checked by
RMP 8/19/77

BID FORM
(CONSTRUCTION CONTRACT)

NAME AND LOCATION OF PROJECT

East Lake Park in the Southern Iowa RC&D Project
located approximately one (1) mile East of
Osceola, Clarke County, Iowa

INVITATION NO. IA-6002-CCCB-53-1

Date July 21, 1977

TO: Clarke County Conservation Board
Court House
Osceola, Iowa 50213

Aug. 19, 1977
Date

In compliance with the above-dated invitation for bids, the undersigned hereby proposes to perform all work for construction of one (1) multiple purpose dam and one (1) grade stabilization structure

in strict accordance with the terms, conditions, provisions, schedules, specifications, and drawings, for the following amount

Total Price Bid: ONE HUNDRED ^{Thirty five} THOUSAND, Four hundred twenty eight dollars
+ 87 ^{cents}

The undersigned agrees that, upon written acceptance of this bid, mailed or otherwise furnished within _____ calendar days (60 calendar days unless a different period be inserted by the bidder) after the date of opening of bids, he will within 10 calendar days (unless a longer period is allowed) after receipt of the prescribed forms, execute Form SCS-AS-41, Contract and, if required by this invitation for bids, give performance and payment bonds on forms furnished by the Contracting Local Organization with good and sufficient surety.

The undersigned agrees, if awarded the contract, to commence the work within 20 calendar days after the date of receipt of notice to proceed, and to complete the work within 96 calendar days after the date of receipt of notice to proceed.

The bidder certifies that no official of the Sponsoring Local Organizations, the Contracting Local Organization, or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or contracts of this firm.

(Continue on other side)

The bidder represents (Check appropriate boxes):

(1) That he (☒) has, () has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause herein, the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114; that he () has, () has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

(2) That he operates as an ☐ individual, ☐ partnership, ☐ joint venture, ☒ corporation, incorporated in State of Iowa

Receipt of Amendments: The undersigned acknowledges receipt of the following amendments of the invitation for bids, drawings, and/or specifications, etc. (Give number and date of each):

ENCLOSED IS BID GUARANTEE, IF REQUIRED, CONSISTING OF <u>Bid Bond</u>		IN THE AMOUNT OF <u>\$ 1070.</u>
NAME OF BIDDER (Type or print) <u>Keith E. Kent Inc</u>		FULL NAME OF ALL PARTNERS (Type or print)
BUSINESS ADDRESS (Type or print) <u>Lucas, Iowa 50151</u>		
BY (Signature in ink. Type or print name under signature) <u>Keith E. Kent</u>		
TITLE (Type or print) <u>Pres</u>		
DIRECTIONS FOR SUBMITTING BIDS	ENVELOPES CONTAINING BIDS, GUARANTEE, ETC, MUST BE SEALED, MARKED, AND ADDRESSED AS FOLLOWS: Clarke County Conservation Board Court House Osceola, Iowa 50213 Invitation No. IA-6002-CCCB-53-1 for opening August 19, 1977, at 11:00 A.M., local time at place of bid opening	

CAUTION: Bids should not be qualified by exceptions to the bidding conditions.

BID FORM (CONSTRUCTION CONTRACT), CONTINUED

The Bidder represents (check appropriate block)

CLEAN AIR AND WATER CERTIFICATION

(Applicable if the bid or offer exceeds \$100,000, or the Contracting Officer has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c) (1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The bidder or offeror certifies as follows:

- (4) (a) Any facility to be utilized in the performance of this proposed contract is , is not , listed on the Environmental Protection Agency List of Violating Facilities.
- (b) He will promptly notify the Contracting Officer, prior to the award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (c) He will include substantially this certification, including this subparagraph (c), in every nonexempt subcontract.

BID BOND (See Instructions on reverse)					Date Bond Executed (Must not be later than bid opening date) 8-19-77	
Principal (Legal name and business address) Central Iowa Grading, Inc. Des Moines, Iowa					Type of Organization ("X" one) ☐ Individual ☐ Partnership ☐ Joint ☒ Corporation ☐ Venture	
Surety(ies) (Name and business address) American Home Assurance Company New York, New York					State of Incorporation Iowa	
Penal Sum of Bond					Bid Identification	
Percent of Bid Price	Amount not to exceed				Bid Date	Invitation No.
	Million(s)	Thousand(s)	Hundred(s)	Cents	8-19-77	IA-6002-CCCB-53-1
20%		32	000	00	For (Construction, Supplies or Services)	Construction
KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the <u>Clarke County Conservation Board</u> , hereinafter called the Contracting Local Organization, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided, That where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.						
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the bid identified above.						
NOW, THEREFORE, if the Principal, upon acceptance by the Contracting Local Organization of his bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by him, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the Contracting Local Organization for any cost of procuring the work which exceeds the amount of his bid, then the above obligation shall be void and of no effect.						
Each Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Contracting Local Organization, notice of which extension(s) to the Surety(ies) being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.						
IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this bid bond and have affixed their seals on the date set forth above.						
Principal						
Signature(s)	1. <i>Central Iowa Grading, Inc.</i> <i>Richard E. Renschert</i> (Seal)				2.	(Seal)
Name(s) & Title(s) (Typed)	1.				2.	



American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, Pa.
 Principal Bond Office: 102 Maiden Lane, New York, N. Y. 10005

POWER OF ATTORNEY

No. 01-21400

KNOW ALL MEN BY THESE PRESENTS:

that American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, a Pennsylvania corporation, does each hereby appoint

W.W. Warner and/or H.D. Stiles and/or Rodney Bliss III and/or Emily Wheeler
and/or William W. Warner and/or S.P. McCormack: of Des Moines, Iowa

as true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. do each executed and attested these presents

Marion E. Fajen
 Marion E. Fajen, Secretary

this 27th day of January, 1977.
Robert J. Frein
 Robert J. Frein, Vice President

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. on May 18, 1976:

RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to enter into and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

Marion E. Fajen, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, Pa. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations and of Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 19th day of August, 1977.



Marion E. Fajen
 Marion E. Fajen, Secretary

MEMORANDUM
OF CALL

TO:

Kath

☐ YOU WERE CALLED BY— ☒ YOU WERE VISITED BY—

OF (Organization)

☐ PLEASE CALL —→ PHONE NO. CODE/EXT. _____
☐ WILL CALL AGAIN ☐ IS WAITING TO SEE YOU
☐ RETURNED YOUR CALL ☐ WISHES AN APPOINTMENT

MESSAGE

*Are their bid going to
be returned?*

*mailed original back
8-31-77*

RECEIVED BY

DATE

TIME

8/30/77

11:45

STANDARD FORM 63

REVISED AUGUST 1967

GSA FPMR (41 CFR) 101-11.6

GPO : 1969-o43-16-80341-1 332-389

63-108

CENTRAL IOWA GRADING, INC.
FINE GRADING SPECIALISTS

RICK RINEHART

1343 - 43RD

DES MOINES, IOWA 50311

BUS: 255-1616-
RES: 279-8966

BID FORM (CONSTRUCTION CONTRACT)

NAME AND LOCATION OF PROJECT

East Lake Park in the Southern Iowa RC&D Project
located approximately one (1) mile East of
Osceola, Clarke County, Iowa

INVITATION NO. IA-6002-CCCB-53-1Date July 21, 1977

TO: Clarke County Conservation Board
Court House
Osceola, Iowa 50213

19 August 77
Date

In compliance with the above-dated invitation for bids, the undersigned hereby proposes to perform all work for construction of one (1) multiple purpose dam and one (1) grade stabilization structure

CENTRAL IOWA GRADING INC.
BOX 1091
DES MOINES, IOWA 50311
PH. (515) 279-8966

Richard E. Reinhart Pres.

in strict accordance with the terms, conditions, provisions, schedules, specifications, and drawings, for the following amount

Total Price Bid: *one hundred fifty-one thousand one hundred* dollars
nine and 3 cents
\$ 151,109.03

The undersigned agrees that, upon written acceptance of this bid, mailed or otherwise furnished within _____ calendar days (60 calendar days unless a different period be inserted by the bidder) after the date of opening of bids, he will within 10 calendar days (unless a longer period is allowed) after receipt of the prescribed forms, execute Form SCS-AS-41, Contract and, if required by this invitation for bids, give performance and payment bonds on forms furnished by the Contracting Local Organization with good and sufficient surety.

The undersigned agrees, if awarded the contract, to commence the work within 20 calendar days after the date of receipt of notice to proceed, and to complete the work within 96 calendar days after the date of receipt of notice to proceed.

The bidder certifies that no official of the Sponsoring Local Organizations, the Contracting Local Organization, or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or contracts of this firm.

(Continue on other side)

The bidder represents (Check appropriate boxes):

(1) That he (☒) has, (☐) has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause herein, the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114; that he (☒) has, (☐) has not, filed all required compliance reports, and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

(2) That he operates as an ☐ individual, ☐ partnership, ☐ joint venture, ☒ corporation, incorporated in State of IOWA.

Receipt of Amendments: The undersigned acknowledges receipt of the following amendments of the invitation for bids, drawings, and/or specifications, etc. (Give number and date of each):

ENCLOSED IS BID GUARANTEE, IF REQUIRED, CONSISTING OF

BID BOND

IN THE AMOUNT OF

\$ 32,000

NAME OF BIDDER (Type or print)

CENTRAL IOWA GRADING, INC.

BUSINESS ADDRESS (Type or print)

1343 43RD DES MOINES, IA 50319

BY (Signature in ink. Type or print name under signature)

Richard E. Rinehart

RICHARD E. RINEHART

TITLE (Type or print)

PRESIDENT

FULL NAME OF ALL PARTNERS (Type or print)

DIRECTIONS
FOR
SUBMITTING
BIDS

ENVELOPES CONTAINING BIDS, GUARANTEE, ETC, MUST BE SEALED, MARKED, AND ADDRESSED AS
FOLLOWS:

Clarke County Conservation Board

Court House

Osceola, Iowa 50213

Invitation No. IA-6002-CCCB-53-1 for opening August 19, 1977, at
11:00 A.M., local time at place of bid opening

CAUTION: Bids should not be qualified by exceptions to the bidding conditions.

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related sub-contracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CENTRAL IOWA GRADING, INC.

Contractor

Richard E. Ruchart

Signature

President

Title

8/19/77

Date

EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT
MEASURE PLAN NO. 197, PART A
SOUTHERN IOWA RC&D PROJECT

BID SCHEDULE

DIVISION I - MOBILIZATION

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	Mobilization	8	1	Job	XXX	\$ <u>3552.00</u>
TOTAL BID - DIVISION I - MOBILIZATION.....						\$ <u>3552.00</u>

DIVISION II - CONSTRUCTION

SITE 1

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2.	Clearing & Grubbing	2B	1	Job	XXX	\$ <u>2200.00</u>
3.	Structure Removal	3	1	Job	XXX	\$ <u>1590.00</u>
4.	Removal of Water	11	1	Job	XXX	\$ <u>500.00</u>
5.	Excavation, Common	21	3,171	Cu. Yd.	\$ <u>1.00</u>	\$ <u>3171.00</u>
6.	Excavation, Channel, Common	21	1,106	Cu. Yd.	\$ <u>1.00</u>	\$ <u>1106.00</u>
7.	Earth Fill, Embankment	23	54,516	Cu. Yd.	\$ <u>0.78</u>	\$ <u>42,522.48</u>
8.	Drain Fill, Coarse Type	24	174	Cu. Yd.	\$ <u>16.90</u>	\$ <u>2940.60</u>
9.	Salvaging & Spreading Topsoil	26	1,970	Sq. Yd.	\$ <u>0.168</u>	\$ <u>330.96</u>
10.	Concrete, Class 4000X	31A	17.2	Cu. Yd.	\$ <u>350.00</u>	\$ <u>6020.00</u>
11.	Cantilever Outlet Support	31A	1	Job	XXX	\$ <u>1430.00</u>
12.	Steel Reinforcement	34	1,261	Pounds	\$ <u>0.45</u>	\$ <u>567.45</u>
13.	Reinforced Concrete Pressure Pipe, Principal Spillway Conduit, 30" Diam.	41	200	Lin. Ft.	\$ <u>70.00</u>	\$ <u>14,000.00</u>
14.	Asbestos-Cement Pipe, Foundation Trench Drain Outlet, 6" Diam.	44	40	Lin. Ft.	\$ <u>10.80</u>	\$ <u>432.00</u>

EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT
MEASURE PLAN NO. 197, PART A
SOUTHERN IOWA RC&D PROJECT

BID SCHEDULE (Continued)
DIVISION II - CONSTRUCTION (Continued)
SITE 1 - (CONTINUED)

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
15.	Asbestos-Cement Pipe, Foundation Trench Drain Collector, 6" Diam.	44	260	Lin. Ft.	\$ <u>10.80</u>	\$ <u>2808.00</u>
18.	Corrugated Iron or Steel Pipe, Foundation Trench Drain Outlet, 8" Diam.	51	24	Lin. Ft.	\$ <u>11.00</u>	\$ <u>264.00</u>
19.	Trash Rack	81	1	Job	XXX	\$ <u>660.00</u>
21.	Seeding & Mulching	203A	10.0	Acres	\$ <u>1742.40</u>	\$ <u>17,424.00</u>
22.	Rock, Slope Protection	212A	1,554	Tons	\$ <u>18.00</u>	\$ <u>27,972.00</u>
23.	Bedding, Slope Protection	212A	319	Cu. Yd.	\$ <u>16.90</u>	\$ <u>5391.10</u>
24.	Rock, Stilling Basin	212A	370	Tons	\$ <u>17.76</u>	\$ <u>6571.20</u>
25.	Bedding, Stilling Basin	212A	56	Cu. Yd.	\$ <u>16.90</u>	\$ <u>946.40</u>
TOTAL BID - SITE 1					\$ <u>138,847.19</u>	

SITE 2

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2.	Clearing & Grubbing	2B	1	Job	XXX	\$ <u>450.00</u>
5.	Excavation, Common	21	240	Cu. Yd.	\$ <u>0.60</u>	\$ <u>144.00</u>
7.	Earth Fill, Embankment	23	1,950	Cu. Yd.	\$ <u>0.60</u>	\$ <u>1170.00</u>
16.	Corrugated Iron or Steel Pipe, Principal Spillway Conduit, 30" Diam.	51	88	Lin. Ft.	\$ <u>42.05</u>	\$ <u>3700.40</u>
17.	Corrugated Iron or Steel Pipe Vertical Inlet Assembly	51	1	Job	XXX	\$ <u>1000.00</u>
19.	Trash Rack	81	1	Job	XXX	\$ <u>700.00</u>
20.	Timber Support-Proppped Outlet	83	1	Each	\$ <u>500.00</u>	\$ <u>500.00</u>

EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT
MEASURE PLAN NO. 197, PART A
SOUTHERN IOWA RC&D PROJECT

BID SCHEDULE (Continued)

DIVISION II - CONSTRUCTION (Continued)

SITE 2 - (Continued)

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
21.	Seeding & Mulching	203A	0.6	Acres	\$ <u>1742.40</u>	\$ <u>1045.44</u>
TOTAL BID - SITE 2.....					\$	<u>8709.84</u>

SUMMATION - DIVISION II - CONSTRUCTION

TOTAL BID - SITE 1.....	\$	<u>138,847.19</u>
TOTAL BID - SITE 2.....	\$	<u>8709.84</u>
TOTAL BID - DIVISION II - CONSTRUCTION.....	\$	<u>147,557.03</u>

SUMMATION OF BIDS

TOTAL BID - DIVISION I - MOBILIZATION.....	\$	<u>3,552.00</u>
TOTAL BID - DIVISION II - CONSTRUCTION.....	\$	<u>147,557.03</u>
GRAND TOTAL BID.....	\$	<u>151,109.03</u>

BID FORM
(CONSTRUCTION CONTRACT)

NAME AND LOCATION OF PROJECT

East Lake Park in the Southern Iowa RC&D Project
located approximately one (1) mile East of
Osceola, Clarke County, Iowa

INVITATION NO. IA-6002-CCCB-53-1

Date July 21, 1977

TO: Clarke County Conservation Board
Court House
Osceola, Iowa 50213

Aug. 19, 1977
Date

In compliance with the above-dated invitation for bids, the undersigned hereby proposes to perform all work for construction of one (1) multiple purpose dam and one (1) grade stabilization structure

in strict accordance with the terms, conditions, provisions, schedules, specifications, and drawings, for the following amount

Total Price Bid:

dollars

The undersigned agrees that, upon written acceptance of this bid, mailed or otherwise furnished within _____ calendar days (60 calendar days unless a different period be inserted by the bidder) after the date of opening of bids, he will within 10 calendar days (unless a longer period is allowed) after receipt of the prescribed forms, execute Form SCS-AS-41, Contract and, if required by this invitation for bids, give performance and payment bonds on forms furnished by the Contracting Local Organization with good and sufficient surety.

The undersigned agrees, if awarded the contract, to commence the work within 20 calendar days after the date of receipt of notice to proceed, and to complete the work within 96 calendar days after the date of receipt of notice to proceed.

The bidder certifies that no official of the Sponsoring Local Organizations, the Contracting Local Organization, or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or contracts of this firm.

(Continue on other side)

The bidder represents (Check appropriate boxes):

(1) That he ☒ has, () has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause herein, the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114; that he ☒ has, () has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

(2) That he operates as an ☐ individual, ☐ partnership, ☐ joint venture, ☒ corporation, incorporated in State of MN

Receipt of Amendments: The undersigned acknowledges receipt of the following amendments of the invitation for bids, drawings, and/or specifications, etc. (Give number and date of each):

ENCLOSED IS BID GUARANTEE, IF REQUIRED, CONSISTING OF <u>Bid bond</u>		IN THE AMOUNT OF \$ <u>2090 at bid</u>
NAME OF BIDDER (Type or print) ORVEDAHL CONSTRUCTION, INC.		FULL NAME OF ALL PARTNERS (Type or print)
BUSINESS ADDRESS (Type or print) 7711 COUNTRY CLUB DRIVE MINNEAPOLIS, MINN. 55427		
BY (Signature in ink. Type or print name under signature) 		
TITLE (Type or print) ROGER ORVEDAHL PRESIDENT		
DIRECTIONS FOR SUBMITTING BIDS	ENVELOPES CONTAINING BIDS, GUARANTEE, ETC, MUST BE SEALED, MARKED, AND ADDRESSED AS FOLLOWS: Clarke County Conservation Board Court House Osceola, Iowa 50213 Invitation No. IA-6002-CCCB-53-1 for opening August 19, 1977, at 11:00 A.M., local time at place of bid opening	

CAUTION: Bids should not be qualified by exceptions to the bidding conditions.

EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT
MEASURE PLAN NO. 197, PART A
SOUTHERN IOWA RC&D PROJECT

BID SCHEDULE

DIVISION I - MOBILIZATION

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	Mobilization	8	1	Job	XXX	\$ <u>10,716.70</u>
TOTAL BID - DIVISION I - MOBILIZATION.....						\$ <u>10,716.70</u>

DIVISION II - CONSTRUCTION

SITE 1

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2.	Clearing & Grubbing	2B	1	Job	XXX	\$ <u>3750.00</u>
3.	Structure Removal	3	1	Job	XXX	\$ <u>2250.00</u>
4.	Removal of Water	11	1	Job	XXX	\$ <u>6000.00</u>
5.	Excavation, Common	21	3,171	Cu. Yd.	\$ <u>1.25</u>	\$ <u>3963.75</u>
6.	Excavation, Channel, Common	21	1,106	Cu. Yd.	\$ <u>1.25</u>	\$ <u>1382.50</u>
7.	Earth Fill, Embankment	23	54,516	Cu. Yd.	\$ <u>1.00</u>	\$ <u>54,516.00</u>
8.	Drain Fill, Coarse Type	24	174	Cu. Yd.	\$ <u>22.00</u>	\$ <u>3828.00</u>
9.	Salvaging & Spreading Topsoil	26	1,970	Sq. Yd.	\$ <u>.75</u>	\$ <u>1477.50</u>
10.	Concrete, Class 4000X	31A	17.2	Cu. Yd.	\$ <u>270.00</u>	\$ <u>4644.00</u>
11.	Cantilever Outlet Support	31A	1	Job	XXX	\$ <u>1000.00</u>
12.	Steel Reinforcement	34	1,261	Pounds	\$ <u>.55</u>	\$ <u>693.55</u>
13.	Reinforced Concrete Pressure Pipe, Principal Spillway Conduit, 30" Diam.	41	200	Lin. Ft.	\$ <u>78.00</u>	\$ <u>15,600.00</u>
14.	Asbestos-Cement Pipe, Foundation Trench Drain Outlet, 6" Diam.	44	40	Lin. Ft.	\$ <u>17.00</u>	\$ <u>680.00</u>

EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT
MEASURE PLAN NO. 197, PART A
SOUTHERN IOWA RC&D PROJECT

BID SCHEDULE (Continued)
DIVISION II - CONSTRUCTION (Continued)
SITE 1 - (CONTINUED)

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
15.	Asbestos-Cement Pipe, Foundation Trench Drain Collector, 6" Diam.	44	260	Lin. Ft.	\$ <u>23.00</u>	\$ <u>5980.00</u>
18.	Corrugated Iron or Steel Pipe, Foundation Trench Drain Outlet, 8" Diam.	51	24	Lin. Ft.	\$ <u>12.00</u>	\$ <u>288.00</u>
19.	Trash Rack	81	1	Job	XXX	\$ <u>1250.00</u>
21.	Seeding & Mulching	203A	10.0	Acres	\$ <u>1100.00</u>	\$ <u>11,000.00</u>
22.	Rock, Slope Protection	212A	1,554	Tons	\$ <u>17.00</u>	\$ <u>26,418.00</u>
23.	Bedding, Slope Protection	212A	319	Cu. Yd.	\$ <u>22.00</u>	\$ <u>7018.00</u>
24.	Rock, Stilling Basin	212A	370	Tons	\$ <u>17.00</u>	\$ <u>6290.00</u>
25.	Bedding, Stilling Basin	212A	56	Cu. Yd.	\$ <u>22.00</u>	\$ <u>1232.00</u>
TOTAL BID - SITE 1					\$	<u>159,261.30</u>

SITE 2

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2.	Clearing & Grubbing	2B	1	Job	XXX	\$ <u>3000.00</u>
5.	Excavation, Common	21	240	Cu. Yd.	\$ <u>1.25</u>	\$ <u>300.00</u>
7.	Earth Fill, Embankment	23	1,950	Cu. Yd.	\$ <u>1.00</u>	\$ <u>1950.00</u>
16.	Corrugated Iron or Steel Pipe, Principal Spillway Conduit, 30" Diam.	51	88	Lin. Ft.	\$ <u>56.00</u>	\$ <u>4928.00</u>
17.	Corrugated Iron or Steel Pipe Vertical Inlet Assembly	51	1	Job	XXX	\$ <u>1800.00</u>
19.	Trash Rack	81	1	Job	XXX	\$ <u>625.00</u>
20.	Timber Support-Propped Outlet	83	1	Each	\$ <u>750.00</u>	\$ <u>750.00</u>

EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT
MEASURE PLAN NO. 197, PART A
SOUTHERN IOWA RC&D PROJECT

BID SCHEDULE (Continued)DIVISION II - CONSTRUCTION (Continued)SITE 2 - (Continued)

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
21.	Seeding & Mulching	203A	0.6	Acres	\$ <u>1100.00</u>	\$ <u>660.00</u>
TOTAL BID - SITE 2.....					\$	<u>28,846.75</u> <u>14,013.00</u> ⁹⁰
<u>SUMMATION - DIVISION II - CONSTRUCTION</u>						
TOTAL BID - SITE 1.....					\$	<u>159,261.30</u>
TOTAL BID - SITE 2.....					\$	<u>14,013.00</u> <u>28,846.75</u> ⁹⁰
TOTAL BID - DIVISION II - CONSTRUCTION.....					\$	<u>173,274.30</u>

SUMMATION OF BIDS

TOTAL BID - DIVISION I - MOBILIZATION.....					\$	<u>10,716.70</u>
TOTAL BID - DIVISION II - CONSTRUCTION.....					\$	<u>173,274.30</u>
GRAND TOTAL BID.....					\$	<u>183,991.00</u>

BID FORM (CONSTRUCTION CONTRACT), CONTINUED

The Bidder represents (check appropriate block)

CLEAN AIR AND WATER CERTIFICATION

(Applicable if the bid or offer exceeds \$100,000, or the Contracting Officer has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The bidder or offeror certifies as follows:

- (4) (a) Any facility to be utilized in the performance of this proposed contract is ☐, is not ☒, listed on the Environmental Protection Agency List of Violating Facilities.
- (b) He will promptly notify the Contracting Officer, prior to the award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (c) He will include substantially this certification, including this subparagraph (c), in every nonexempt subcontract.

CERTIFICATION OF NONSEGREGATED FACILITIES

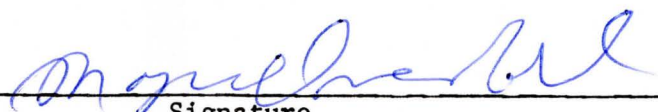
(Applicable to federally assisted construction contracts and related sub-contracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Orvedahl Construction, Inc.

Contractor



Signature

ROGER ORVEDAHL
PRESIDENT

Title

8-19-77

Date

BID BOND (See Instructions on reverse)					Date Bond Executed (Must not be later than bid opening date) 19th August 1977	
Principal (Legal name and business address) ORVEDAHL CONSTRUCTION, INC. 7711 Country Club Drive Minneapolis, Minnesota 55427					Type of Organization ("X" one) ☐ Individual ☐ Joint ☐ Venture ☐ Partnership ☒ Corporation	
					State of Incorporation Minnesota	
Surety(ies) (Name and business address) UNITED PACIFIC INSURANCE COMPANY 728 St. Helens Avenue Tacoma, Washington 98402						
Penal Sum of Bond					Bid Identification	
Percent of Bid Price 10%	Amount not to exceed				Bid Date	Invitation No.
	Million(s)	Thousand(s)	Hundred(s)	Cents	Aug. 19, 1977	IA-6002-CCCB-53-1
					For (Construction, Supplies or Services) Construction	
KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the Clarke County Conservation Board , hereinafter called the Contracting (Name of Contracting Local Organization) Local Organization, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided, That where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.						
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the bid identified above.						
NOW, THEREFORE, if the Principal, upon acceptance by the Contracting Local Organization of his bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by him, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the Contracting Local Organization for any cost of procuring the work which exceeds the amount of his bid, then the above obligation shall be void and of no effect.						
Each Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Contracting Local Organization, notice of which extension(s) to the Surety(ies) being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.						
IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this bid bond and have affixed their seals on the date set forth above.						
Principal						
Signature(s)	1. ORVEDAHL CONSTRUCTION, INC. By: <i>Roger Orvedahl</i> (Seal)				2. (Seal)	
Name(s) & Title(s) (Typed)	1. ROGER ORVEDAHL PRESIDENT				2.	

UNITED PACIFIC INSURANCE COMPANY

HOME OFFICE, TACOMA, WASHINGTON

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the UNITED PACIFIC INSURANCE COMPANY, a corporation duly organized under the laws of the State of Washington, does hereby make, constitute and appoint John Kahl, Donald R. Berndt, Donald L. Meier, B. L. Kellar and H. A. Kloos, individually, of Minneapolis, Minnesota

its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the UNITED PACIFIC INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the UNITED PACIFIC INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Section 37A of the By-Laws of UNITED PACIFIC INSURANCE COMPANY which provisions are now in full force and effect, reading as follows:

SECTION 37A - ATTORNEYS-IN-FACT

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of UNITED PACIFIC INSURANCE COMPANY at a meeting held on the 26th day of October, 1971, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company, may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the UNITED PACIFIC INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 20th day of September 1976.

UNITED PACIFIC INSURANCE COMPANY



STATE OF Pennsylvania }
COUNTY OF Philadelphia } ss.

On this 20th day of September, 1976, personally appeared J. H. McDermott

J. H. McDermott
Vice-President

_____, to me known to be the Vice-President of the UNITED PACIFIC INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Section 37A, Section 1 and 2 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

March 10, 1980



Notary Public in and for State of Pennsylvania
Residing at Philadelphia

I, J. A. Daily, Assistant Secretary of the UNITED PACIFIC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said UNITED PACIFIC INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 19th day of August 1977.

BID FORM (CONSTRUCTION CONTRACT), CONTINUED

The Bidder represents (check appropriate block)

CLEAN AIR AND WATER CERTIFICATION

(Applicable if the bid or offer exceeds \$100,000, or the Contracting Officer has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The bidder or offeror certifies as follows:

- (4) (a) Any facility to be utilized in the performance of this proposed contract is ☐, is not ☒, listed on the Environmental Protection Agency List of Violating Facilities.
- (b) He will promptly notify the Contracting Officer, prior to the award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (c) He will include substantially this certification, including this subparagraph (c), in every nonexempt subcontract.

BID FORM
(CONSTRUCTION CONTRACT)

NAME AND LOCATION OF PROJECT

East Lake Park in the Southern Iowa RC&D Project
located approximately one (1) mile East of
Osceola, Clarke County, Iowa

INVITATION NO. IA-6002-CCCB-53-1

Date July 21, 1977

TO: Clarke County Conservation Board
Court House
Osceola, Iowa 50213

August 19, 1977

Date

In compliance with the above-dated invitation for bids, the undersigned hereby proposes to perform all work for construction of one (1) multiple purpose dam and one (1) grade stabilization structure

in strict accordance with the terms, conditions, provisions, schedules, specifications, and drawings, for the following amount

Total Price Bid: One hundred seventy thousand, six hundred thirty-seven and 30/100 dollars

The undersigned agrees that, upon written acceptance of this bid, mailed or otherwise furnished within _____ calendar days (*60 calendar days unless a different period be inserted by the bidder*) after the date of opening of bids, he will within 10 calendar days (*unless a longer period is allowed*) after receipt of the prescribed forms, execute Form SCS-AS-41, Contract and, if required by this invitation for bids, give performance and payment bonds on forms furnished by the Contracting Local Organization with good and sufficient surety.

The undersigned agrees, if awarded the contract, to commence the work within 20 calendar days after the date of receipt of notice to proceed, and to complete the work within 96 calendar days after the date of receipt of notice to proceed.

The bidder certifies that no official of the Sponsoring Local Organizations, the Contracting Local Organization, or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or contracts of this firm.

(Continue on other side)

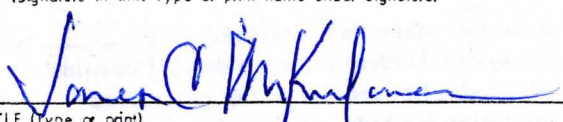
The bidder represents (Check appropriate boxes):

(1) That he (x) has, () has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause herein, the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114; that he (x) has, () has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

(2) That he operates as an ☐ individual, ☐ partnership, ☐ joint venture, ☒ corporation, incorporated in State of Iowa

Receipt of Amendments: The undersigned acknowledges receipt of the following amendments of the invitation for bids, drawings, and/or specifications, etc. (Give number and date of each):

Amendment No. 1 to Invitation No. IA-6002-CCCB-53-1, dated August 9, 1977

ENCLOSED IS BID GUARANTEE, IF REQUIRED, CONSISTING OF Bond Form SCS-AS-158 & Power of Attorney Affidavit		IN THE AMOUNT OF \$ 10% of Total Bid
NAME OF BIDDER (Type or print) WILLITS GREENING, INC.		FULL NAME OF ALL PARTNERS (Type or print)
BUSINESS ADDRESS (Type or print) Box 298 Indianola, Iowa 50125		
BY (Signature in ink. Type or print name under signature) 		
TITLE (Type or print) James C. Mikulanec Secretary-Treasurer		
DIRECTIONS FOR SUBMITTING BIDS	ENVELOPES CONTAINING BIDS, GUARANTEE, ETC, MUST BE SEALED, MARKED, AND ADDRESSED AS FOLLOWS: Clarke County Conservation Board Court House Osceola, Iowa 50213 Invitation No. IA-6002-CCCB-53-1 for opening August 19, 1977, at 11:00 A.M., local time at place of bid opening	

CAUTION: Bids should not be qualified by exceptions to the bidding conditions.

CERTIFICATION OF NONSEGREGATED FACILITIES

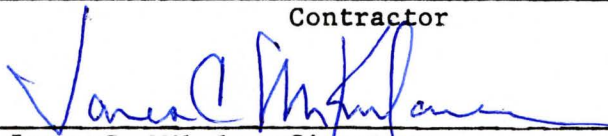
(Applicable to federally assisted construction contracts and related sub-contracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

WILLITS GREENING, INC.

Contractor



James C. Mikulane Signature

Secretary-Treasurer

August 19, 1977

Title

Date

EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT
MEASURE PLAN NO. 197, PART A
SOUTHERN IOWA RC&D PROJECT

BID SCHEDULE

DIVISION I - MOBILIZATION

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	Mobilization	8	1	Job	XXX	\$ <u>6,000.00</u>
TOTAL BID - DIVISION I - MOBILIZATION.....						\$ <u>6,000.00</u>

DIVISION II - CONSTRUCTION

SITE 1

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2.	Clearing & Grubbing	2B	1	Job	XXX	\$ <u>7,200.00</u>
3.	Structure Removal	3	1	Job	XXX	\$ <u>5,000.00</u>
4.	Removal of Water	11	1	Job	XXX	\$ <u>1,500.00</u>
5.	Excavation, Common	21	3,171	Cu. Yd.	\$ <u>1.00</u>	\$ <u>3,171.00</u>
6.	Excavation, Channel, Common	21	1,106	Cu. Yd.	\$ <u>1.50</u>	\$ <u>1,659.00</u>
7.	Earth Fill, Embankment	23	54,516	Cu. Yd.	\$ <u>0.85</u>	\$ <u>46,338.60</u>
8.	Drain Fill, Coarse Type	24	174	Cu. Yd.	\$ <u>20.35</u>	\$ <u>3,540.90</u>
9.	Salvaging & Spreading Topsoil	26	1,970	Sq. Yd.	\$ <u>0.80</u>	\$ <u>1,576.00</u>
10.	Concrete, Class 4000X	31A	17.2	Cu. Yd.	\$ <u>500.00</u>	\$ <u>8,600.00</u>
11.	Cantilever Outlet Support	31A	1	Job	XXX	\$ <u>1,000.00</u>
12.	Steel Reinforcement	34	1,261	Pounds	\$ <u>0.80</u>	\$ <u>1,008.80</u>
13.	Reinforced Concrete Pressure Pipe, Principal Spillway Conduit, 30" Diam.	41	200	Lin. Ft.	\$ <u>65.00</u>	\$ <u>13,000.00</u>
14.	Asbestos-Cement Pipe, Foundation Trench Drain Outlet, 6" Diam.	44	40	Lin. Ft.	\$ <u>15.00</u>	\$ <u>600.00</u>

EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT
MEASURE PLAN NO. 197, PART A
SOUTHERN IOWA RC&D PROJECT

BID SCHEDULE (Continued)
DIVISION II - CONSTRUCTION (Continued)
SITE 1 - (CONTINUED)

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
15.	Asbestos-Cement Pipe, Foundation Trench Drain Collector, 6" Diam.	44	260	Lin. Ft.	\$ <u>20.50</u>	\$ <u>5,330.00</u>
18.	Corrugated Iron or Steel Pipe, Foundation Trench Drain Outlet, 8" Diam.	51	24	Lin. Ft.	\$ <u>10.00</u>	\$ <u>240.00</u>
19.	Trash Rack	81	1	Job	XXX	\$ <u>1,300.00</u>
21.	Seeding & Mulching	203A	10.0	Acres	\$ <u>700.00</u>	\$ <u>7,000.00</u>
22.	Rock, Slope Protection	212A	1,554	Tons	\$ <u>20.00</u>	\$ <u>31,080.00</u>
23.	Bedding, Slope Protection	212A	319	Cu. Yd.	\$ <u>19.00</u>	\$ <u>6,061.00</u>
24.	Rock, Stilling Basin	212A	370	Tons	\$ <u>13.20</u>	\$ <u>4,884.00</u>
25.	Bedding, Stilling Basin	212A	56	Cu. Yd.	\$ <u>19.00</u>	\$ <u>1,064.00</u>
TOTAL BID - SITE 1					\$	<u>151,153.30</u>

SITE 2

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2.	Clearing & Grubbing	2B	1	Job	XXX	\$ <u>1,500.00</u>
5.	Excavation, Common	21	240	Cu. Yd.	\$ <u>1.50</u>	\$ <u>360.00</u>
7.	Earth Fill, Embankment	23	1,950	Cu. Yd.	\$ <u>2.00</u>	\$ <u>3,900.00</u>
16.	Corrugated Iron or Steel Pipe, Principal Spillway Conduit, 30" Diam.	51	88	Lin. Ft.	\$ <u>48.00</u>	\$ <u>4,224.00</u>
17.	Corrugated Iron or Steel Pipe Vertical Inlet Assembly	51	1	Job	XXX	\$ <u>1,350.00</u>
19.	Trash Rack	81	1	Job	XXX	\$ <u>800.00</u>
20.	Timber Support-Proppped Outlet	83	1	Each	\$ <u>750.00</u>	\$ <u>750.00</u>

EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT
MEASURE PLAN NO. 197, PART A
SOUTHERN IOWA RC&D PROJECT

BID SCHEDULE (Continued)DIVISION II - CONSTRUCTION (Continued)SITE 2 - (Continued)

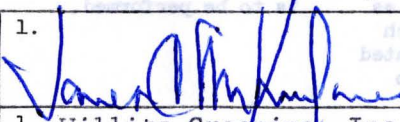
ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
21.	Seeding & Mulching	203A	0.6	Acres	\$ <u>1,000.00</u>	\$ <u>600.00</u>
TOTAL BID - SITE 2.....					\$	<u>13,484.00</u>

SUMMATION - DIVISION II - CONSTRUCTION

TOTAL BID - SITE 1.....	\$	<u>151,153.30</u>
TOTAL BID - SITE 2.....	\$	<u>13,484.00</u>
TOTAL BID - DIVISION II - CONSTRUCTION.....	\$	<u>164,637.30</u>

SUMMATION OF BIDS

TOTAL BID - DIVISION I - MOBILIZATION.....	\$	<u>6,000.00</u>
TOTAL BID - DIVISION II - CONSTRUCTION.....	\$	<u>164,637.30</u>
GRAND TOTAL BID.....	\$	<u>170,637.30</u>

BID BOND (See Instructions on reverse)					Date Bond Executed (Must not be later than bid opening date) August 15, 1977	
Principal (Legal name and business address) Willits Greening, Inc. Indianola, Iowa					Type of Organization ("X" one) ☐ Individual ☐ Partnership ☐ Joint ☐ Venture ☒ Corporation	
Surety(ies) (Name and business address) The Western Casualty and Surety Company Fort Scott, Kansas					State of Incorporation Iowa	
Penal Sum of Bond					Bid Identification	
Percent of Bid Price	Amount not to exceed				Bid Date	Invitation No.
	Million(s)	Thousand(s)	Hundred(s)	Cents		
10%		175	000	00	8-19-77	IA-6002-CCCB-53-1
					For (Construction, Supplies or Services) Construction	
KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the <u>Clarke County Conservation Board</u>, hereinafter called the Contracting						
(Name of Contracting Local Organization)						
Local Organization, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided, That where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.						
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the bid identified above.						
NOW, THEREFORE, if the Principal, upon acceptance by the Contracting Local Organization of his bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by him, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the Contracting Local Organization for any cost of procuring the work which exceeds the amount of his bid, then the above obligation shall be void and of no effect.						
Each Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Contracting Local Organization, notice of which extension(s) to the Surety(ies) being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.						
IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this bid bond and have affixed their seals on the date set forth above.						
Principal						
Signature(s)	1.  (Seal)				2. (Seal)	
Name(s) & Title(s) (Typed)	1. Willits Greening, Inc. James C. Mikulanec Secretary-Treasurer				2.	

Corporate Surety(ies)				
SURETY A	Name & Address	The Western Casualty and Surety Company Fort Scott, Kansas	State of Inc. Kansas	Liability Limit 100%
	Signature(s)	1. <i>[Signature]</i> (Seal)	2.	(Seal)
	Name(s) & Title(s) (Typed)	1. J. O. Bragg Attorney-in-fact and Resident Agent	2.	
SURETY B	Name & Address		State of Inc.	Liability Limit
	Signature(s)	1. (Seal)	2.	(Seal)
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY C	Name & Address		State of Inc.	Liability Limit
	Signature(s)	1. (Seal)	2.	(Seal)
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY D	Name(s) & Address		State of Inc.	Liability Limit
	Signature(s)	1. (Seal)	2.	(Seal)
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY E	Name(s) & Address		State of Inc.	Liability Limit
	Signature(s)	1. (Seal)	2.	(Seal)
	Name(s) & Title(s) (Typed)	1.	2.	

INSTRUCTIONS

1. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.

2. The penal sum of the bond may be expressed as a percentage of the bid price if desired. In such cases, a maximum dollar limitation may be stipulated (e.g., 20% of the bid price but the amount not to exceed _____ dollars).

3. The name of each person signing this bid bond should be typed in the space provided.

4. The person signing the bond for the surety must submit evidence of his authority to act for the surety.

5. The corporate surety must be approved by the state in which the services or supplies are to be delivered or in which construction is to be performed.

Name(s) & Title(s) (Typed)	<i>[Signature]</i> James C. Mikulanc
Secretary-Treasurer	

POWER OF ATTORNEY

The Western Casualty and Surety Company

HOME OFFICE — FORT SCOTT, KANSAS

KNOW ALL MEN BY THESE PRESENTS: That THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas, a corporation of the State of Kansas, having its principal office in the city of Fort Scott, Kansas, pursuant to the following Bylaw, which was adopted by the Stockholders of the said Company on December 2, 1953, to-wit:

"Section 27. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The president, any vice president or the secretary shall have power and authority to appoint resident vice presidents, resident assistant secretaries and attorneys-in-fact, and to give such appointees full power and authority to make, execute and deliver in the name and on behalf of the corporation, bonds, recognizances, contracts of indemnity and other undertakings and writings of obligatory nature, and to affix thereto the corporate seal of the corporation. The president, any vice president or the secretary shall also have power at any time to remove and revoke the authority of any such appointee."

does hereby nominate, constitute and appoint

J. O. Bragg or Marvin G. Kister or
Gaylord E. Gray, Jr., of Des Moines, Iowa

its true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and as its act and deed:

Any and all bonds and undertakings.

Provided, no authority is extended for
the execution of Open Penalty Bonds.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Fort Scott, State of Kansas, in their own proper persons.

The following Resolution was adopted at the Quarterly Meeting of the Board of Directors of The Western Casualty and Surety Company, held on the 10th day of November, 1970:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Section 27 of the Company Bylaws; and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary, and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, THE WESTERN CASUALTY AND SURETY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this20th..... day ofSeptember....., 19..74.....

THE WESTERN CASUALTY AND SURETY COMPANY

By

V. J. O'Gorek
Vice President



STATE OF KANSAS ss
COUNTY OF BOURBON

On this20th..... day ofSeptember....., A. D., 19..74....., before the subscriber, a Notary Public in the State of Kansas in

and for the County of Bourbon, duly commissioned and qualified, cameV. J. O'Gorek, Vice President..... of THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, depose and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, and that Bylaw, Section 27, adopted by the Stockholders of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Fort Scott, the day and year first above written.

My commission expires September 5, 1976

D. R. Shepard
Notary Public.



I,H. E. DuVall....., Assistant Secretary of THE WESTERN CASUALTY AND SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said THE WESTERN CASUALTY AND SURETY COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Fort Scott, Kansas, this15th..... day ofAugust....., 19..77.....

HE DuVall
Assistant Secretary.



BID FORM
(CONSTRUCTION CONTRACT)

NAME AND LOCATION OF PROJECT

East Lake Park in the Southern Iowa RC&D Project
located approximately one (1) mile East of
Osceola, Clarke County, Iowa

INVITATION NO. IA-6002-CCCB-53-1

Date July 21, 1977

TO: Clarke County Conservation Board
Court House
Osceola, Iowa 50213

August 19, 1977

Date

In compliance with the above-dated invitation for bids, the undersigned hereby proposes to perform all work for construction of one (1) multiple purpose dam and one (1) grade stabilization structure

in strict accordance with the terms, conditions, provisions, schedules, specifications, and drawings, for the following amount

Total Price Bid: 132,819.79 dollars

The undersigned agrees that, upon written acceptance of this bid, mailed or otherwise furnished within _____ calendar days (60 calendar days unless a different period be inserted by the bidder) after the date of opening of bids, he will within 10 calendar days (unless a longer period is allowed) after receipt of the prescribed forms, execute Form SCS-AS-41, Contract and, if required by this invitation for bids, give performance and payment bonds on forms furnished by the Contracting Local Organization with good and sufficient surety.

The undersigned agrees, if awarded the contract, to commence the work within 20 calendar days after the date of receipt of notice to proceed, and to complete the work within 96 calendar days after the date of receipt of notice to proceed.

The bidder certifies that no official of the Sponsoring Local Organizations, the Contracting Local Organization, or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or contracts of this firm.

(Continue on other side)

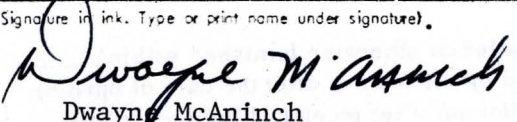
The bidder represents (Check appropriate boxes):

(1) That he () has, () has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause herein, the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114; that he () has, () has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

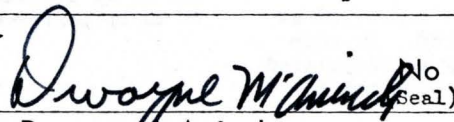
(2) That he operates as an ☐ individual, ☐ partnership, ☐ joint venture, ☒ corporation, incorporated in State of Iowa

Receipt of Amendments: The undersigned acknowledges receipt of the following amendments of the invitation for bids, drawings, and/or specifications, etc. (Give number and date of each):

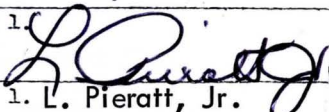
Amendment No. 1, August 9, 1977

ENCLOSED IS BID GUARANTEE, IF REQUIRED, CONSISTING OF		IN THE AMOUNT OF
Bid Bond		\$ 10% of Bid Amount
NAME OF BIDDER (Type or print)	FULL NAME OF ALL PARTNERS (Type or print)	
McAninch Corporation		
BUSINESS ADDRESS (Type or print)		
P.O. Box 498 Norwalk, Iowa 50211		
BY (Signature in ink. Type or print name under signature).		
 Dwayne McAninch		
TITLE (Type or print)		
President		
DIRECTIONS FOR SUBMITTING BIDS	ENVELOPES CONTAINING BIDS, GUARANTEE, ETC, MUST BE SEALED, MARKED, AND ADDRESSED AS FOLLOWS:	
	Clarke County Conservation Board Court House Osceola, Iowa 50213 Invitation No. IA-6002-CCCB-53-1 for opening August 19, 1977, at 11:00 A.M., local time at place of bid opening	

CAUTION: Bids should not be qualified by exceptions to the bidding conditions.

BID BOND (See Instructions on reverse)					Date Bond Executed (Must not be later than bid opening date) August 19, 1977	
Principal (Legal name and business address) McAninch Corporation P. O. Box 498 Norwalk, Iowa 50211					Type of Organization ("X" one) ☐ Individual ☐ Partnership ☐ Joint ☐ Venture ☒ Corporation	
					State of Incorporation Iowa	
Surety(ies) (Name and business address) The Travelers Indemnity Company One Tower Square, Hartford, Connecticut 06115						
Penal Sum of Bond					Bid Identification	
Percent of Bid Price 10%	Amount not to exceed				Bid Date August 19, 1977	Invitation No. IA-6002-CCCB-53-1
	Million(s)	Thousand(s)	Hundred(s)	Cents	For (Construction, Supplies or Services) Construction	
KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the Clarke County Conservation Board , hereinafter called the Contracting (Name of Contracting Local Organization) Local Organization, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided, That where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.						
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the bid identified above.						
NOW, THEREFORE, if the Principal, upon acceptance by the Contracting Local Organization of his bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by him, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the Contracting Local Organization for any cost of procuring the work which exceeds the amount of his bid, then the above obligation shall be void and of no effect.						
Each Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Contracting Local Organization, notice of which extension(s) to the Surety(ies) being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.						
IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this bid bond and have affixed their seals on the date set forth above.						
Principal						
Signature(s)	1.  (Seal)				2. (Seal)	
Name(s) & Title(s) (Typed)	1. Dwayne McAninch President				2.	

Corporate Surety(ies)

SURETY A	Name & Address	The Travelers Indemnity Co. Hartford, Connecticut	State of Inc. Conn.	Liability Limit 100%
	Signature(s)	1.  (Seal)	2.	(Seal)
	Name(s) & Title(s) (Typed)	1. L. Pieratt, Jr. Attorney-in-Fact	2.	
SURETY B	Name & Address		State of Inc.	Liability Limit
	Signature(s)	1. (Seal)	2.	(Seal)
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY C	Name & Address		State of Inc.	Liability Limit
	Signature(s)	1. (Seal)	2.	(Seal)
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY D	Name(s) & Address		State of Inc.	Liability Limit
	Signature(s)	1. (Seal)	2.	(Seal)
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY E	Name(s) & Address		State of Inc.	Liability Limit
	Signature(s)	1. (Seal)	2.	(Seal)
	Name(s) & Title(s) (Typed)	1.	2.	

INSTRUCTIONS

1. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.

2. The penal sum of the bond may be expressed as a percentage of the bid price if desired. In such cases, a maximum dollar limitation may be stipulated (e.g., 20% of the bid price but the amount not to exceed _____ dollars).

3. The name of each person signing this bid bond should be typed in the space provided.

4. The person signing the bond for the surety must submit evidence of his authority to act for the surety.

5. The corporate surety must be approved by the state in which the services or supplies are to be delivered or in which construction is to be performed.

The Travelers Indemnity Company

Hartford, Connecticut

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

____ Patricia R. Zahn, L. Pieratt, Jr., David F. Freiermuth, Lowell Zapf, all of Waterloo, Iowa, EACH _____

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

____ Any and all bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof _____

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect:

ARTICLE IV, SECTION 13. The Chairman of the Board, the President, the Chairman of the Finance Committee, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, any Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.

ARTICLE IV, SECTION 15. Any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the Chairman of the Board, the President, the Chairman of the Finance Committee, any Executive Vice President, any Senior Vice President, any Vice President or any Second Vice President and duly attested and sealed, if a seal is required, by any Secretary or any Department Secretary or any Assistant Secretary or when signed by the Chairman of the Board, the President, the Chairman of the Finance Committee, any Executive Vice President, any Senior Vice President, any Vice President or any Second Vice President and countersigned and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority granted by his or their power or powers of attorney.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 30th day of November, 1959:

VOTED: That the signature of any officer authorized by the By-Laws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 2nd day of December 1974.



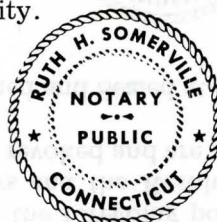
THE TRAVELERS INDEMNITY COMPANY

By

Secretary, Surety

State of Connecticut, County of Hartford—ss:

On this 2nd day of December in the year 1974 before me personally came D. J. Nash to me known, who, being by me duly sworn, did depose and say: that he resides in the State of Connecticut; that he is Secretary (Surety) of THE TRAVELERS INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of his office under the by-laws of said corporation, and that he signed his name thereto by like authority.



Notary Public

My commission expires April 1, 1979

CERTIFICATION

I, John H. Hanks, Assistant Secretary (Surety) of THE TRAVELERS INDEMNITY COMPANY certify that the foregoing power of attorney, the above quoted Sections 13. and 15. of Article IV of the By-Laws and the Resolution of the Board of Directors of November 30, 1959 have not been abridged or revoked and are now in full force and effect.

Signed and Sealed at Hartford, Connecticut, this

19th

day of August

1977



John H. Hanks
Assistant Secretary, Surety

S-1869 (BACK)

EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT
MEASURE PLAN NO. 197, PART A
SOUTHERN IOWA RC&D PROJECT

BID SCHEDULE (Continued)
DIVISION II - CONSTRUCTION (Continued)
SITE 1 - (CONTINUED)

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
15.	Asbestos-Cement Pipe, Foundation Trench Drain Collector, 6" Diam.	44	260	Lin. Ft.	\$ 5.85	\$ 1521.00
18.	Corrugated Iron or Steel Pipe, Foundation Trench Drain Outlet, 8" Diam.	51	24	Lin. Ft.	\$ 8.30	\$ 199.20
19.	Trash Rack	81	1	Job	XXX	\$ 1040.00
21.	Seeding & Mulching	203A	10.0	Acres	\$ 535.00	\$ 5350.00
22.	Rock, Slope Protection	212A	1,554	Tons	\$ 10.50	\$ 16317.00
23.	Bedding, Slope Protection	212A	319	Cu. Yd.	\$ 20.00	\$ 6380.00
24.	Rock, Stilling Basin	212A	370	Tons	\$ 10.50	\$ 3885.00
25.	Bedding, Stilling Basin	212A	56	Cu. Yd.	\$ 20.00	\$ 1120.00
TOTAL BID - SITE 1					\$ 119,931.19	

SITE 2

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2.	Clearing & Grubbing	2B	1	Job	XXX	\$ 1500.00
5.	Excavation, Common	21	240	Cu. Yd.	\$.79	\$ 189.60
7.	Earth Fill, Embankment	23	1,950	Cu. Yd.	\$.74	\$ 1443.00
16.	Corrugated Iron or Steel Pipe, Principal Spillway Conduit, 30" Diam.	51	88	Lin. Ft.	\$ 55.00	\$ 4840.00
17.	Corrugated Iron or Steel Pipe Vertical Inlet Assembly	51	1	Job	XXX	\$ 980.00
19.	Trash Rack	81	1	Job	XXX	\$ 675.00
20.	Timber Support-Proppped Outlet	83	1	Each	\$ 440.00	\$ 440.00

EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT
MEASURE PLAN NO. 197, PART A
SOUTHERN IOWA RC&D PROJECT

BID SCHEDULE (Continued)DIVISION II - CONSTRUCTION (Continued)SITE 2 - (Continued)

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
21.	Seeding & Mulching	203A	0.6	Acres	\$ 535.00	\$ 321.00
TOTAL BID - SITE 2.....					\$	10,388.60

SUMMATION - DIVISION II - CONSTRUCTION

TOTAL BID - SITE 1.....					\$	119,931.19
TOTAL BID - SITE 2.....					\$	10,388.60
TOTAL BID - DIVISION II - CONSTRUCTION.....					\$	130,319.79

SUMMATION OF BIDS

TOTAL BID - DIVISION I - MOBILIZATION.....					\$	2,500.00
TOTAL BID - DIVISION II - CONSTRUCTION.....					\$	130,319.79
GRAND TOTAL BID.....					\$	132,819.79

✓ LLD

CERTIFICATION OF NONSEGREGATED FACILITIES

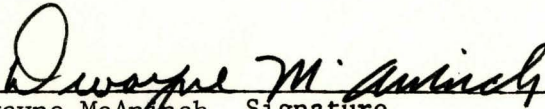
(Applicable to federally assisted construction contracts and related sub-contracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

McAninch Corporation
P.O. Box 498
Norwalk, Iowa 50211

Contractor


Dwayne McAninch Signature

President
Title

August 19, 1977
Date

BID FORM (CONSTRUCTION CONTRACT), CONTINUED

The Bidder represents (check appropriate block)

CLEAN AIR AND WATER CERTIFICATION

(Applicable if the bid or offer exceeds \$100,000, or the Contracting Officer has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The bidder or offeror certifies as follows:

- (4) (a) Any facility to be utilized in the performance of this proposed contract is ☐, is not ☒, listed on the Environmental Protection Agency List of Violating Facilities.
- (b) He will promptly notify the Contracting Officer, prior to the award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (c) He will include substantially this certification, including this subparagraph (c), in every nonexempt subcontract.

EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT
MEASURE PLAN NO. 197, PART A
SOUTHERN IOWA RC&D PROJECT

BID SCHEDULE

DIVISION I - MOBILIZATION

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	Mobilization	8	1	Job	XXX	\$ <u>4100⁰⁰</u>
TOTAL BID - DIVISION I - MOBILIZATION.....						\$ <u>4100⁰⁰</u>

DIVISION II - CONSTRUCTION

SITE 1

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2.	Clearing & Grubbing	2B	1	Job	XXX	\$ <u>3100⁰⁰</u>
3.	Structure Removal	3	1	Job	XXX	\$ <u>1100⁰⁰</u>
4.	Removal of Water	11	1	Job	XXX	\$ <u>2000⁰⁰</u>
5.	Excavation, Common	21	3,171	Cu. Yd.	\$ <u>3.00</u>	\$ <u>9513⁰⁰</u>
6.	Excavation, Channel, Common	21	1,106	Cu. Yd.	\$ <u>1.80</u>	\$ <u>1990.80</u>
7.	Earth Fill, Embankment	23	54,516	Cu. Yd.	\$ <u>.79</u>	\$ <u>43,067.64</u>
8.	Drain Fill, Coarse Type	24	174	Cu. Yd.	\$ <u>40.00</u>	\$ <u>6960⁰⁰</u>
9.	Salvaging & Spreading Topsoil	26	1,970	Sq. Yd.	\$ <u>.90</u>	\$ <u>1773⁰⁰</u>
10.	Concrete, Class 4000X	31A	17.2	Cu. Yd.	\$ <u>525.00</u>	\$ <u>9030⁰⁰</u>
11.	Cantilever Outlet Support	31A	1	Job	XXX	\$ <u>1000⁰⁰</u>
12.	Steel Reinforcement	34	1,261	Pounds	\$ <u>.65</u>	\$ <u>819.65</u>
13.	Reinforced Concrete Pressure Pipe, Principal Spillway Conduit, 30" Diam.	41	200	Lin. Ft.	\$ <u>77.00</u>	\$ <u>15400⁰⁰</u>
14.	Asbestos-Cement Pipe, Foundation Trench Drain Outlet, 6" Diam.	44	40	Lin. Ft.	\$ <u>16.00</u>	\$ <u>640⁰⁰</u>

EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT
MEASURE PLAN NO. 197, PART A
SOUTHERN IOWA RC&D PROJECT

BID SCHEDULE (Continued)
DIVISION II - CONSTRUCTION (Continued)
SITE 1 - (CONTINUED)

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
15.	Asbestos-Cement Pipe, Foundation Trench Drain Collector, 6" Diam.	44	260	Lin. Ft.	\$ <u>19.00</u>	\$ <u>4940.00</u>
18.	Corrugated Iron or Steel Pipe, Foundation Trench Drain Outlet, 8" Diam.	51	24	Lin. Ft.	\$ <u>8.00</u>	\$ <u>192.00</u>
19.	Trash Rack	81	1	Job	XXX	\$ <u>800.00</u>
21.	Seeding & Mulching	203A	10.0	Acres	\$ <u>670.00</u>	\$ <u>6700.00</u>
22.	Rock, Slope Protection	212A	1,554	Tons	\$ <u>30.00</u>	\$ <u>46620.00</u>
23.	Bedding, Slope Protection	212A	319	Cu. Yd.	\$ <u>29.00</u>	\$ <u>9251.00</u>
24.	Rock, Stilling Basin	212A	370	Tons	\$ <u>30.00</u>	\$ <u>11100.00</u>
25.	Bedding, Stilling Basin	212A	56	Cu. Yd.	\$ <u>29.00</u>	\$ <u>1624.00</u>
TOTAL BID - SITE 1					\$	<u>177621.09</u>

SITE 2

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2.	Clearing & Grubbing	2B	1	Job	XXX	\$ <u>500.00</u>
5.	Excavation, Common	21	240	Cu. Yd.	\$ <u>1.00</u>	\$ <u>240.00</u>
7.	Earth Fill, Embankment	23	1,950	Cu. Yd.	\$ <u>.70</u>	\$ <u>1365.00</u>
16.	Corrugated Iron or Steel Pipe, Principal Spillway Conduit, 30" Diam.	51	88	Lin. Ft.	\$ <u>37.00</u>	\$ <u>3256.00</u>
17.	Corrugated Iron or Steel Pipe Vertical Inlet Assembly	51	1	Job	XXX	\$ <u>975.00</u>
19.	Trash Rack	81	1	Job	XXX	\$ <u>360.00</u>
20.	Timber Support-Propped Outlet	83	1	Each	\$ <u>420.00</u>	\$ <u>420.00</u>

EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT
MEASURE PLAN NO. 197, PART A
SOUTHERN IOWA RC&D PROJECT

BID SCHEDULE (Continued)DIVISION II - CONSTRUCTION (Continued)SITE 2 - (Continued)

ITEM NO.	WORK OR MATERIAL	SPEC. NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT
21.	Seeding & Mulching	203A	0.6	Acres	\$ <u>800⁰⁰</u>	\$ <u>480⁰⁰</u>
TOTAL BID - SITE 2.....					\$	<u>75'96⁰⁰</u>

SUMMATION - DIVISION II - CONSTRUCTION

TOTAL BID - SITE 1.....	\$	<u>177,621.09</u>
TOTAL BID - SITE 2.....	\$	<u>75'96⁰⁰</u>
TOTAL BID - DIVISION II - CONSTRUCTION.....	\$	<u>185,217.09</u>

SUMMATION OF BIDS

TOTAL BID - DIVISION I - MOBILIZATION.....	\$	<u>4100⁰⁰</u>
TOTAL BID - DIVISION II - CONSTRUCTION.....	\$	<u>185,217.09</u>
GRAND TOTAL BID.....	\$	<u>189,317.09</u>

BID FORM (CONSTRUCTION CONTRACT), CONTINUED

The Bidder represents (check appropriate block)

CLEAN AIR AND WATER CERTIFICATION

(Applicable if the bid or offer exceeds \$100,000, or the Contracting Officer has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The bidder or offeror certifies as follows:

- (4) (a) Any facility to be utilized in the performance of this proposed contract is ☐, is not ☒, listed on the Environmental Protection Agency List of Violating Facilities.
- (b) He will promptly notify the Contracting Officer, prior to the award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (c) He will include substantially this certification, including this subparagraph (c), in every nonexempt subcontract.

BID FORM
(CONSTRUCTION CONTRACT)

NAME AND LOCATION OF PROJECT

East Lake Park in the Southern Iowa RC&D Project
located approximately one (1) mile East of
Osceola, Clarke County, Iowa

INVITATION NO. IA-6002-CCCB-53-1

Date July 21, 1977

TO: Clarke County Conservation Board
Court House
Osceola, Iowa 50213

August 19, 1977
Date

In compliance with the above-dated invitation for bids, the undersigned hereby proposes to perform all work for construction of one (1) multiple purpose dam and one (1) grade stabilization structure

in strict accordance with the terms, conditions, provisions, schedules, specifications, and drawings, for the following amount

Total Price Bid: One Hundred Eighty nine thousand Three Hundred seventeen and ⁰⁹/₁₀₀ dollars
\$189,317.09

The undersigned agrees that, upon written acceptance of this bid, mailed or otherwise furnished within 30 calendar days (60 calendar days unless a different period be inserted by the bidder) after the date of opening of bids, he will within 10 calendar days (unless a longer period is allowed) after receipt of the prescribed forms, execute Form SCS-AS-41, Contract and, if required by this invitation for bids, give performance and payment bonds on forms furnished by the Contracting Local Organization with good and sufficient surety.

The undersigned agrees, if awarded the contract, to commence the work within 20 calendar days after the date of receipt of notice to proceed, and to complete the work within 96 calendar days after the date of receipt of notice to proceed.

The bidder certifies that no official of the Sponsoring Local Organizations, the Contracting Local Organization, or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or contracts of this firm.

(Continue on other side)

The bidder represents (Check appropriate boxes):

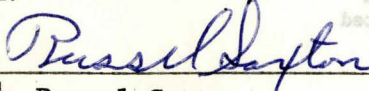
(1) That he (X) has, () has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause herein, the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114; that he (X) has, () has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

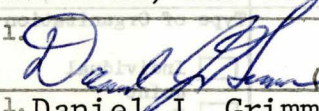
(2) That he operates as an ☐ individual, ☐ partnership, ☐ joint venture, ☒ corporation, incorporated in State of Iowa

Receipt of Amendments: The undersigned acknowledges receipt of the following amendments of the invitation for bids, drawings, and/or specifications, etc. (Give number and date of each):

ENCLOSED IS BID GUARANTEE, IF REQUIRED, CONSISTING OF <u>Bid Bond</u>		IN THE AMOUNT OF \$ <u>10% of Bid Price</u>
NAME OF BIDDER (Type or print) <u>Saxton Inc.</u>		FULL NAME OF ALL PARTNERS (Type or print)
BUSINESS ADDRESS (Type or print) <u>P.O. Box 450 Leon, Iowa 50144</u>		
BY (Signature in ink. Type or print name under signature) <u>Russel Saxton</u> <u>Russel Saxton</u>		
TITLE (Type or print) <u>President</u>		
DIRECTIONS FOR SUBMITTING BIDS	ENVELOPES CONTAINING BIDS, GUARANTEE, ETC, MUST BE SEALED, MARKED, AND ADDRESSED AS FOLLOWS: Clarke County Conservation Board Court House Osceola, Iowa 50213 Invitation No. IA-6002-CCCB-53-1 for opening August 19, 1977, at 11:00 A.M., local time at place of bid opening	

CAUTION: Bids should not be qualified by exceptions to the bidding conditions.

BID BOND (See Instructions on reverse)					Date Bond Executed (Must not be later than bid opening date) AUGUST 19, 1977	
Principal (Legal name and business address) SAXTON, INC. LEON, IOWA					Type of Organization ("X" one) ☐ Individual ☐ Partnership ☐ Joint ☒ Corporation ☐ Venture	
Surety(ies) (Name and business address) AMERICAN HOME ASSURANCE COMPANY, NEW YORK, NEW YORK					State of Incorporation IOWA	
Penal Sum of Bond					Bid Identification	
Percent of Bid Price 10%	Amount not to exceed				Bid Date Aug. 19, 1977	Invitation No. IA-6002-CCB-53-1
	Million(s)	Thousand(s)	Hundred(s)	Cents	For (Construction, Supplies or Services) CONSTRUCTION	
KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the CLARKE COUNTY CONSERVATION BOARD, hereinafter called the Contracting Local Organization, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided, That where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the bid identified above. NOW, THEREFORE, if the Principal, upon acceptance by the Contracting Local Organization of his bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by him, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the Contracting Local Organization for any cost of procuring the work which exceeds the amount of his bid, then the above obligation shall be void and of no effect. Each Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Contracting Local Organization, notice of which extension(s) to the Surety(ies) being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid. IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this bid bond and have affixed their seals on the date set forth above.						
Principal						
Signature(s)	1.  (Seal)			2. (Seal)		
Name(s) & Title(s) (Typed)	1. Russel Saxton President			2.		

Corporate Surety(ies)					
SURETY A	Name & Address	AMERICAN HOME ASSURANCE CO. NEW YORK, NEW YORK		State of Inc. NEW YORK	Liability Limit ALL
	Signature(s)	1.  (Seal)		2.	
	Name(s) & Title(s) (Typed)	1. Daniel J. Grimm Attorney-in-Fact		2.	
SURETY B	Name & Address	IOWA		State of Inc.	Liability Limit
	Signature(s)	1. (Seal)		2.	
	Name(s) & Title(s) (Typed)	1.		2.	
SURETY C	Name & Address			State of Inc.	Liability Limit
	Signature(s)	1. (Seal)		2.	
	Name(s) & Title(s) (Typed)	1.		2.	
SURETY D	Name(s) & Address			State of Inc.	Liability Limit
	Signature(s)	1. (Seal)		2.	
	Name(s) & Title(s) (Typed)	1.		2.	
SURETY E	Name(s) & Address			State of Inc.	Liability Limit
	Signature(s)	1. (Seal)		2.	
	Name(s) & Title(s) (Typed)	1.		2.	

INSTRUCTIONS

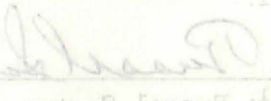
1. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.

2. The penal sum of the bond may be expressed as a percentage of the bid price if desired. In such cases, a maximum dollar limitation may be stipulated (e.g., 20% of the bid price but the amount not to exceed _____ dollars).

3. The name of each person signing this bid bond should be typed in the space provided.

4. The person signing the bond for the surety must submit evidence of his authority to act for the surety.

5. The corporate surety must be approved by the state in which the services or supplies are to be delivered or in which construction is to be performed.

Name(s) & Title(s) (Typed) Russell Saxton President	Signature(s) 
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AMERICAN HOME ASSURANCE COMPANY
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT AMERICAN HOME ASSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of New York, and having its principal office in the City of New York, N.Y., has made, constituted and appointed, and does by these presents make, constitute and appoint

Ray Murphy, Jr. and/or Robert Dee and/or Max Holmes and/or Harry Barrows and/or Roy Heggen and/or R.J. Noyce and/or Daniel J. Grimm and/or Charles J. Smith

of Des Moines, Iowa

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead to acknowledge and deliver:

any and all bonds, undertakings, recognizances, or other written obligations in the nature thereof, including Consents of Surety in an amount not to exceed \$2,000,000.00 in any single instance.

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the provisions of the following resolution duly adopted at the regular meeting of the Executive Committee of the Board of Directors of the American Home Assurance Company, duly called and held at 102 Maiden Lane in the Borough of Manhattan, City of New York, on the 11th day of July, 1957, a quorum being present:

"RESOLVED, That all bonds and undertakings, recognizances, contracts of indemnity and all other writings obligatory in the nature thereof, shall be signed by the Chairman of the Board or the President, or any Vice-President or Resident Vice-President and duly attested by the Secretary, any Assistant Secretary or Resident Assistant Secretary and the corporate seal of the Company affixed thereto; or, such instruments aforesaid may be signed by an Attorney-in-Fact, duly appointed and qualified, either individually or in conjunction with some other person or Attorney-in-Fact, as designated in his appointment, and the corporate seal of the Company affixed thereto."

AND THAT at a regular meeting of the Board of Directors of the AMERICAN HOME ASSURANCE COMPANY duly called and held at 102 Maiden Lane, in the Borough of Manhattan, City of New York, on the 22nd day of May, 1973, at which a quorum was present, the following resolutions, which are still in effect, were duly adopted:

"RESOLVED, that any Secretary or any Assistant Secretary of this Corporation is authorized to certify with respect to the appointment and continuing authority of any Attorney-in-fact to execute on behalf of this Corporation, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in nature, pursuant to resolution of the Executive Committee of the Board of Directors of this Corporation adopted at a regular meeting held on the 11th day of July, 1957; and that the signature of any such certifying officer may be a facsimile thereof or may be engraved or printed; and it was further

"RESOLVED, that any such Attorney-in-fact delivering a secretarial certification referred to in the immediately preceding resolution may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-fact"

IN WITNESS WHEREOF, AMERICAN HOME ASSURANCE COMPANY has caused these presents to be signed by a Vice President, attested by a Secretary, and its corporate seal to be hereto affixed this 2nd day of December A. D.,



AMERICAN HOME ASSURANCE COMPANY

By

Vice President

ATTEST

Secretary

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 2nd day of December A. D., 19 75, before me personally came Robert J. Frein to me known, who, being by me duly sworn, did depose and say that he is a Vice President of AMERICAN HOME ASSURANCE COMPANY, the Company described in and which executed the preceding instrument; that he knows the seal of said Company, that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company and that he signed his name thereto by like order. And said Robert J. Frein further said that he is acquainted with Lawrence E. Grimes and knows him to be a Secretary of said Company; and that he executed the above instrument.



STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

I, Marion E. Fajen, as a Secretary of AMERICAN HOME ASSURANCE COMPANY, do hereby certify that the foregoing is a true and correct copy of a Power of Attorney (including applicable resolution), executed by said AMERICAN HOME ASSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company in City of New York, State of New York, this 19 day of August A. D., 19 77.

Form 20338 (5-75)

SECRETARY

JOSEPH H. POLICELLA
NOTARY PUBLIC, STATE OF NEW YORK
No. 03-8399305
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1976

EASEMENT

EXHIBIT 2
Rev. July 1, 1972

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged,

Harley R. Vickers

Nancy K. Vickers

(NAME)

RR 4, Osceola, Iowa 50213

(ADDRESS)

50125

AVCO Financial Services, Inc.

(NAME)

212 W. Salem, Indianola, Iowa, Grantor(s)

(ADDRESS)

does hereby grant, bargain, sell, convey and release unto Clarke County Conservation

Board

(NAME)

of Court House, Osceola, Iowa 50213

(ADDRESS)

Clarke County Soil Conservation District of 320 A North Main, Osceola, Iowa 50213

(NAME)

(ADDRESS)

its successors and assigns, Grantee, a permanent and perpetual easement in, over and upon those portions of the following described land situated within the White Breast Creek Watershed, located in the County of Clarke,

State of Iowa, to wit:

N $\frac{1}{2}$, N $\frac{1}{2}$, NE $\frac{1}{4}$, SW $\frac{1}{4}$, Section 16, Township 72 North, Range 25 West of the 5th P.M.
(10 acres)

for the purposes as stated under "A" below, and the grantor(s) covenant(s) that (he, she, they) (is, are) the owner(s) in fee simple of above described lands and that the said lands are free and clear of all incumbrances and liens of whatsoever character except the following:

Page 798

Mortgage: AVCO Financial Services, Inc. dated April 24, 1976, filed May 3, 1976 in Book 84 on Fence agreement with Iowa State Conservation Commission dated June 5, 1950 and filed July 15, 1950 in Book 33 on Page 195.
Easement to Clarke Rural Water District No. 1 dated October 18, 1972, filed June 8, 1973 in Book 46 on Page 700.

- A. For or in connection with the construction, operation, maintenance and inspection of the following described works of improvement to be located on the above described land; for the flowage of any water in, over, upon or through such works of improvement; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such works of improvement:

Site 2 - Erosion Control Structure (structure located on the property line in the N $\frac{1}{2}$, N $\frac{1}{2}$, NE $\frac{1}{4}$, SW $\frac{1}{4}$ Section 16, Township 72 North, Range 25 West of the 5th P.M.)

1. The rights and easements hereby granted shall cease and terminate at any time in the future when mutually agreed upon by the parties hereto; or the above described lands cease to be used for the purposes stated in this easement; or if construction operations in the watershed area do not begin on or before November 15, 1981.
2. This easement includes the right of ingress and egress to the Grantee or its authorized agents at any time over and upon the above described land of the Grantor(s) and any other land of the Grantor(s) adjoining said land.
3. The Grantor(s) reserves the right to use said land or any part thereof, provided such use does not interfere with the full enjoyment by the Grantee of the easement herein conveyed.
4. The Grantor(s) shall be responsible for written notification to any present tenant or subsequent tenants, not now on the land or party to this easement, of the existence of this easement, and where a copy of the same may be located.
5. The Grantor(s) shall protect all conservation improvements in accordance with acceptable conservation methods.
6. The Grantee shall give at least ten days advance notice to the Grantor(s) of the "Date of invitation to bid" in order that the Grantor(s) may, when desired, salvage crops, fences, bridges, culverts, and make other arrangements as desired.
7. The Grantor(s) shall not permit alteration of any improvement installed by the terms of this easement without prior approval of the Grantee.

for the purposes as stated under "A" below, and the grantor(s) covenant(s) that (he, she, they) (is, are) the owner(s) in fee simple of above described lands and that the said lands are free and clear of all incumbrances and liens of whatsoever character except the following:

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- A. For or in connection with the construction, operation, maintenance and inspection of the following described works of improvement to be located on the above described land; for the flowage of any water in, over, upon or through such works of improvement; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such works of improvement:

Site 2 - Erosion Control Structure ~~(structure located on the property line in the~~
N½, N½, NE¼, SW¼ Section 16. Township 72 North, Range 25 West of the 5th P.M.)

1. The rights and easements hereby granted shall cease and terminate at any time in the future when mutually agreed upon by the parties hereto; or the above described lands cease to be used for the purposes stated in this easement; or if construction operations in the watershed area do not begin on or before November 15, 1981.
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3. The Grantor(s) reserves the right to use said land or any part thereof, provided such use does not interfere with the full enjoyment by the Grantee of the easement herein conveyed.
4. The Grantor(s) shall be responsible for written notification to any present tenant or subsequent tenants, not now on the land or party to this easement, of the existence of this easement, and where a copy of the same may be located.
5. The Grantor(s) shall protect all conservation improvements in accordance with acceptable conservation methods.
6. The Grantee shall give at least ten days advance notice to the Grantor(s) of the "Date of invitation to bid" in order that the Grantor(s) may, when desired, salvage crops, fences, bridges, culverts, and make other arrangements as desired.
7. The Grantor(s) shall not permit alteration of any improvement installed by the terms of this easement without prior approval of the Grantee.
8. The Grantee shall remove and dispose of trees and similar materials, fences, bridges and culverts as are necessary for construction operations. If the Grantor(s) desires to salvage any or all of the above items such salvage must be completed at the expense of the Grantor(s) within ten days after the Grantor(s) receives notice of the "Beginning date of construction operations" as provided under 6 above, unless otherwise notified by the Grantee.

9. The Grantor(s) shall construct temporary fences, as necessary, to protect the area of construction operations from livestock and provide adequate protection to livestock; and shall not construct any fences upon, across or through the area of construction operations until planned improvements, including establishment of grass stands, have been completely installed or constructed, or in any manner hinder construction operations.
10. The Grantor(s) shall re-establish or construct permanent fences as (he, she, they) determine(s) necessary after planned improvements have been installed. However, such fences to be re-established or constructed shall not interfere with or impair the proper functioning of the works of improvement installed.
11. In accordance with an agreement between the Grantee and the United States, the Grantee or the United States is authorized to employ private contractors, the same to act as its agents and representatives and enjoy its privileges hereunder, to construct or install the improvements covered by this easement, and to remove trees, fences, bridges, culverts or any other installations as necessary for construction operations.

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor(s), with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto the grantee, its successors and assigns, forever.

In Witness whereof, the Grantor(s) has executed this instrument on the 15th day of Dec., 19 76.

<u>Harley R. Vickers</u> (SEAL) (SIGNATURE OF GRANTOR(S))	_____ (SEAL) (SIGNATURE OF GRANTOR(S))
<u>Nancy R. Vickers</u> (SEAL) (SIGNATURE OF GRANTOR(S))	_____ (SEAL) (SIGNATURE OF GRANTOR(S))

CERTIFICATE OF ACKNOWLEDGMENT

State of Iowa

County of Clarke

ss.

On this 15th day of December, 19 76, A.D., before me, a Notary Public, personally appeared Harley Vickers and Nancy Vickers, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

Charles H. Bacon
 NOTARY PUBLIC IN AND FOR SAID COUNTY

My commission expires: Sept 30, 1977

FILED NO. 259
 STATE OF IOWA
 CLARKE COUNTY

1977 FEB 22 PM 3:30

BOOK 50 PAGE 721
 LORENA WALLACE
 RECORDER

Witness whereof, the Grantor(s) has executed this instrument on the 27 day of Dec, 19 76.

Central Savings Association (SEAL)

(SIGNATURE OF GRANTOR(S))

(SIGNATURE OF GRANTOR(S))

(SEAL)

(SIGNATURE OF GRANTOR(S)) (SEAL)

(SIGNATURE OF GRANTOR(S))

(SEAL)

CERTIFICATE OF ACKNOWLEDGMENT

State of Iowa

County of Clarke

ss.

On this 27th day of December, 19 76, A.D., before me, a Notary Public, personally appeared Cliff Rockhold and _____, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Charles H. Bacon
NOTARY PUBLIC IN AND FOR SAID COUNTY

(NOTARIAL SEAL)

My commission expires: Sept. 30, 1977

ness whereof, the Grantor(s) has executed this instrument on the 5th day of Jan., 19 77.

Robert H. Krohn (SEAL)
(SIGNATURE OF GRANTOR(S))

(SIGNATURE OF GRANTOR(S))

Alco Financial Services Inc. (SEAL)
(SIGNATURE OF GRANTOR(S))

(SIGNATURE OF GRANTOR(S))

Manager

CERTIFICATE OF ACKNOWLEDGMENT

State of Iowa

County of Warren } ss.

On this 5th day of January, 1977, A.D., before me, a Notary Public, personally appeared _____ and _____, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ voluntary act and deed.

(NOTARIAL SEAL)

My commission expires: 9-30-78

Robert H. Winman
NOTARY PUBLIC IN AND FOR SAID COUNTY

Hale Jeffers, said power of attorney being dated September 29, 1949 and recorded in Book 32 at page 570 Clarke County Records.

E. K. Jones

Subscribed and sworn to before me by E. K. Jones this 14 day of July A. D. 1950.

(SEAL)

Worth R. Windland

Clerk District Court in and for Clarke County, Iowa.

Filed July 14th, 1950 at 11:40 A. M.

Myron Hestfall

Recorder.

#2837

IOWA STATE CONSERVATION COMMISSION

Fee .50¢

10th and Mulberry
Des Moines 8, Iowa

✓ **PROOF READ**

FENCING AGREEMENT

THIS AGREEMENT made and entered into by and between Louise K Fleming Osceola Iowa. Clark County. Party of the First Part, and the Iowa State Conservation Commission, acting for the State of Iowa, Party of the Second Part.

1. WITNESSETH: That the Party of the First Part, owner of the following described property: Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 16 T 72 R 25. and the Party of the Second Part, owner of the following described property: NORTHEAST $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 16 T 72 R 25. hereby agrees to construct and maintain a division fence along the boundary line between said properties.

II. The said fence shall be constructed as follows: A lawful tight partition fence in

I. WITNESSETH: That the Party of the First Part, owner of the following described property: Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 16 T 72 R 25. and the Party of the Second Part, owner of the following described property: NORTHEAST $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 16 T 72 R 25. hereby agrees to construct and maintain a division fence along the boundary line between said properties.

II. The said fence shall be constructed as follows: A lawful tight partition fence in such condition as shall restrain sheep or swine.

II. The division line shall be located as follows: at a point midway along the boundary between the two properties.

IV. Each of the said parties shall construct and maintain the fence to his Right when facing the division line from his own property.

THIS INDENTURE made and entered into this 21 day of June, A. D. 1950.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year above written.

W.R. Chastain
Witness for Party of the First Part

Wilbur A Rush
Witness for Party of the Second Part

Louise K. Fleming

Bruce F. Stiles

STATE CONSERVATION DIRECTOR

Filed July 15th, 1950 at 10:45 A. M.

----- *Mansel Westfall* ----- Recorder.

① RECORDING FEE \$ 4.50

FILED FOR RECORD THE

3rd

DAY OF

STATE OF IOWA, CLARKE COUNTY:

May

19 76 AT 8:56

O'CLOCK A. M. BOOK 84

PAGE 798

By

MORTGAGEE:

AVCO FINANCIAL SERVICES, INC.

REAL ESTATE MORTGAGE

MORTGAGOR(S):

ACCOUNT NUMBER

11947

LAST NAME	FIRST	INITIAL	SPOUSE'S NAME
VICKERS	HARLEY	R	NANCY
MAILING ADDRESS	STREET	CITY	STATE
R. R. # 4		Osceola	Iowa
			50213

212 W. Salem

Indianola

WITNESSETH, that Mortgagor(s), does hereby Sell, Convey and Mortgage unto Mortgagee, its successors or assigns the following described Real Estate in the County of CLARKE, State of Iowa, to wit:

A tract commencing 16 rods East of the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 16, Township 72 North Range 25 West of the 5th P. M., and running thence East 40 rods, thence South 16 rods, thence West 40 rods, thence North 16 rods to the place of beginning, all in Clarke County, Iowa.

together with all buildings and improvements now or hereafter erected thereon and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth.

Mortgagor also assigns to Mortgagee all rents, issues and profits of said premises, reserving the right to collect and use the same, with or without taking possession of the premises, during continuance of default hereunder, or to apply against any deficiency remaining after foreclosure sale and during continuance of such default authorizing Mortgagee to enter upon said premises and/or to collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the principal sum with interest as provided in accordance with the terms and provisions of a Promissory Note/Loan Agreement (hereafter referred to as "Promissory Note") dated 4/24/76, and having the date of its final payment due on 4/30/81, or as extended, deferred or rescheduled by renewal or refinancing herewith executed by Mortgagor and payable to the order of Mortgagee, to which Promissory Note reference is hereby made; (3) Payment of any additional advances in a principal sum not exceeding, and this Mortgage shall not secure more than, the aggregate sum of \$ 12600.00, with interest thereon, as may be hereafter loaned by Mortgagee to Mortgagor, or any of them, with interest thereon. This paragraph shall not constitute a commitment to make additional loans in any amount; (4) Any other indebtedness or obligation of the Mortgagor, or any of them, to Mortgagee, and any present or future demands of any kind or nature which the Mortgagee or its successors may have against the Mortgagor, or any of them, whether created directly or acquired by assignment, whether absolute or contingent, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; (5) The payment of any money that may be advanced by the Mortgagee to Mortgagor or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage.

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order:

FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor.

SECOND: To the payment of interest due on said loan. THIRD: To the payment of principal.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR(S) COVENANTS AND AGREES: (1) to keep said premises insured against loss by fire and other hazards, casualty and contingencies up to the full value of all improvements for the protection of Mortgagee in such manner, in such amounts, and in such companies as Mortgagee may from time to time approve, and to keep the policies therefore, properly endorsed, on deposit with Mortgagee, and that loss proceeds (less expense of collection) shall, at Mortgagee's option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor. (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, or any part thereof, and to procure and deliver to Mortgagee ten (10) days before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments. (3) In the event of default by Mortgagor under Paragraphs 1 or 2 above, Mortgagee, at its option (whether electing to declare the whole indebtedness secured hereby due and collectible or not), may (a) effect the insurance above provided for and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof; and (c) pay such liens and all such disbursements with interest thereon from the time of payment at the highest rate allowed by law, and such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee. (4) To keep the buildings and other improvements now existing or hereafter erected in as good condition and repair as the same may now be or are hereafter placed, ordinary wear and tear excepted, not to commit or suffer any waste or any use of said premises contrary to

North 16 rods to the place of beginning, all in Clarke County, Iowa.

together with all buildings and improvements now or hereafter erected thereon and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, all of which referred to hereinafter as the "premises".

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IT IS MUTUALLY AGREED THAT: (1) If the said Mortgagor shall fail or neglect to pay installments on said Promissory Note or on any other advance or obligation which may be secured hereby as the same may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagor, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, than all sums owing by the Mortgagor to the Mortgagee under this Mortgage or under any Promissory Note secured hereby shall immediately become due and payable at the option of the Mortgagee, on the application of the Mortgagee, or assignee, or any person who may be entitled to the monies due thereon. In such event the Mortgagee shall have the right immediately to foreclose this mortgage by complaint for that purpose, and such complaint may be prosecuted to judgment and execution and sale for the collection of the whole amount of the indebtedness and interest thereon; reasonable expenses as permitted by law and any amount advanced pursuant to the mortgage; At any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall, at the request of the Mortgagee, appoint a Receiver to take immediate possession of said premises and of the rents and profits accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned and shall be liable to account to said Mortgagors only for the net profits, after application of rents, issues and profits upon the costs and expenses of the Receivership and foreclosure and the indebtedness, charges and expenses hereby secured and herein mentioned.

Form FHA 442-20
(3-4-68)

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to

Harley R. Vickers and Nancy K. Vickers

hereinafter referred to as GRANTOR, by Clarke Rural Water District No. 1, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove and tap

a water main or line and any necessary appurtenance thereto

over, across, and through the land of the GRANTOR situate in Clarke County, State of Iowa, said land being described as follows:

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

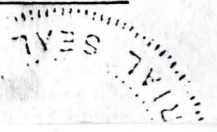
The easement ~~is described as follows:~~ is described as follows:

For legal description see copy of Exhibit "A" attached hereto and made a part hereof

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 12 day of Oct



a water main or line and any necessary appurtenance thereto

over, across, and through the land of the GRANTOR situate in Clarke County,

State of Iowa, said land being described as follows:

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

The easement ~~is hereby~~ ~~for the purpose of~~ ~~is described as follows:~~

For legal description see copy of Exhibit "A" attached

hereto and made a part hereof

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 12 day of Oct

19 72.

Helen Doss, Notary
Helen Doss

Harley R. Vickers (SEAL)
Harley R. Vickers
Nancy K. Vickers (SEAL)
Nancy K. Vickers

EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT

A tract of land bounded by a line commencing on the North boundary line of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Sixteen (16), Township Seventy-two (72) North, Range Twenty-five (25) West of the 5th P. M., Clarke County, Iowa, at a point Four Hundred Fifty-five Feet (455') East of the Northwest corner of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section Sixteen (16); thence South, a distance of Sixty-three (63) feet; thence East, a distance of Thirty (30) feet; thence North, a distance of Sixty-three (63) feet; thence West, a distance of Thirty (30) feet, more or less, to the point of beginning; all being situated in Section Sixteen (16), Township Seventy-two (72) North, Range Twenty-five (25) West of the 5th P. M., Clarke County, Iowa.

STATEMENT OF OWNERSHIP AND ENCUMBRANCE

Description of Land:

Commencing 16 rods East of the Northwest Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 16, Township 72 North, Range 25 West of the 5th P.M., running thence East 40 rods, thence South 16 rods, thence West 40 rods, thence North 16 rods to the place of beginning.

Title: ~~Harley R. Vickers and Nancy K. Vickers~~, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, by virtue of Warranty Deed dated January 18, 1969 and filed January 20, 1969 in Book 71 on Page 235.

Encumbrances:

A. Mortgages:

AVCO Financial Services, Inc. dated April 24, 1976 filed May 3, 1976 in Book 84 on Page 798.

961-6271

B. Judgements: None

C. Easements, Fence Agreements, etc.:

Fence Agreement with Iowa State Conservation Commission dated June 5, 1950 and filed July 15, 1950 in Book 33 on Page 195.

Easement to Clarke Rural Water District No. 1 dated October 18, 1972 Filed June 8, 1973 In Book 46 on Page 700.

No examinations made for other liens or taxes.

The foregoing is correct as shown by the records of Clarke County, Iowa.

Dated at Osceola, Iowa, this 15th day of November, 1976

at 8:30 O'Clock A.M.

BY William E. Buesch BANTA ABSTRACT CO
William E. Buesch

EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged,

Harley R. Vickers
Nancy K. Vickers (NAME) R.R. 4 Osceola, Iowa 50213 (ADDRESS)

AVCO Financial Services, Inc. (NAME) 212 W. Salem, Indianola, Iowa 50125 (ADDRESS), Grantor(s)

does hereby grant, bargain, sell, convey and release unto Clarke County Conservation

Board (NAME) of Court House Osceola, Iowa 50213 (ADDRESS)

Clarke County Soil Conservation District (NAME) of 820 A N. Main, Osceola, Iowa 50213 (ADDRESS)

its successors and assigns, Grantee, a permanent and perpetual easement in, over and upon those portions of the following described land situated within the White Breast Creek Watershed, located in the County of Clarke,

State of Iowa, to wit:

N $\frac{1}{2}$, N $\frac{1}{2}$, NE $\frac{1}{4}$, SW $\frac{1}{4}$ Section 16, Township 72 North, Range 25 west of the 5th P. M. (10 acres)

for the purposes as stated under "A" below, and the grantor(s) covenant(s) that (he, she, they) (is, are) the owner(s) in fee simple of above described lands and that the said lands are free and clear of all incumbrances and liens of whatsoever character except the following:

Fence agreement with Iowa State Conservation Commission dated June 5, 1950 and filed July 15, 1950 in Book 33 on Page 195.

Easement to Clarke Rural Water District No. 1 dated October 18, 1972 filed June 8, 1973 in Book 46 on Page 700.

A. For or in connection with the construction, operation, maintenance and inspection of the following described works of improvement to be located on the above described land; for the flowage of any water in, over, upon or through such works of improvement; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such works of improvement:

Site 2 - Erosion Control Structure (structure located on the property line in the N $\frac{1}{2}$, N $\frac{1}{2}$, NE $\frac{1}{4}$, SW $\frac{1}{4}$ Section 16, Township 72 North, Range 25 west of the 5th P. M.)

1. The rights and easements hereby granted shall cease and terminate at any time in the future when mutually agreed upon by the parties hereto; or the above described lands cease to be used for the purposes stated in this easement; or if construction operations in the watershed area do not begin on or before November 15, 1981.
2. This easement includes the right of ingress and egress to the Grantee or its authorized agents at any time over and upon the above described land of the Grantor(s) and any other land of the Grantor(s) adjoining said land.
3. The Grantor(s) reserves the right to use said land or any part thereof, provided such use does not interfere with the full enjoyment by the Grantee of the easement herein conveyed.
4. The Grantor(s) shall be responsible for written notification to any present tenant or subsequent tenants, not now on the land or party to this easement, of the existence of this easement, and where a copy of the same may be located.
5. The Grantor(s) shall protect all conservation improvements in accordance with acceptable conservation methods.
6. The Grantee shall give at least ten days advance notice to the Grantor(s) of the "Date of invitation to bid" in order that the Grantor(s) may, when desired, salvage crops, fences, bridges, culverts, and make other arrangements as desired.
7. The Grantor(s) shall not permit alteration of any improvement installed by the terms of this easement without prior approval of the Grantee.
8. The Grantee shall remove and dispose of trees and similar materials, fences, bridges and culverts as are necessary for construction operations. If the Grantor(s) desires to salvage any or all of the above items such salvage must be completed

9. The Grantor(s) shall construct temporary fences, as necessary, to protect the area of construction operations from livestock and provide adequate protection to livestock; and shall not construct any fences upon, across or through the area of construction operations until planned improvements, including establishment of grass stands, have been completely installed or constructed, or in any manner hinder construction operations.
10. The Grantor(s) shall re-establish or construct permanent fences as (he, she, they) determine(s) necessary after planned improvements have been installed. However, such fences to be re-established or constructed shall not interfere with or impair the proper functioning of the works of improvement installed.
11. In accordance with an agreement between the Grantee and the United States, the Grantee or the United States is authorized to employ private contractors, the same to act as its agents and representatives and enjoy its privileges hereunder, to construct or install the improvements covered by this easement, and to remove trees, fences, bridges, culverts or any other installations as necessary for construction operations.

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor(s), with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto the grantee, its successors and assigns, forever.

In Witness whereof, the Grantor(s) has executed this instrument on the _____ day of _____, 19____.

_____(SEAL)
(SIGNATURE OF GRANTOR(S))

_____(SEAL)
(SIGNATURE OF GRANTOR(S))

_____(SEAL)
(SIGNATURE OF GRANTOR(S))

_____(SEAL)
(SIGNATURE OF GRANTOR(S))

CERTIFICATE OF ACKNOWLEDGMENT

State of Iowa }
County of _____ } ss.

On this _____ day of _____, 19____, A.D., before me, a Notary Public, personally appeared _____ and _____, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ voluntary act and deed.

(NOTARIAL SEAL)

NOTARY PUBLIC IN AND FOR SAID COUNTY

My commission expires: _____

9. The Grantor(s) shall construct temporary fences, as necessary, to protect the area of construction operations from livestock and provide adequate protection to livestock; and shall not construct any fences upon, across or through the area of construction operations until planned improvements, including establishment of grass stands, have been completely installed or constructed, or in any manner hinder construction operations.
10. The Grantor(s) shall re-establish or construct permanent fences as (he, she, they) determine(s) necessary after planned improvements have been installed. However, such fences to be re-established or constructed shall not interfere with or impair the proper functioning of the works of improvement installed.
11. In accordance with an agreement between the Grantee and the United States, the Grantee or the United States is authorized to employ private contractors, the same to act as its agents and representatives and enjoy its privileges hereunder, to construct or install the improvements covered by this easement, and to remove trees, fences, bridges, culverts or any other installations as necessary for construction operations.

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor(s), with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto the grantee, its successors and assigns, forever.

In Witness whereof, the Grantor(s) has executed this instrument on the _____ day of _____, 19____.

(SIGNATURE OF GRANTOR(S)) (SEAL)

(SIGNATURE OF GRANTOR(S)) (SEAL)

(SIGNATURE OF GRANTOR(S)) (SEAL)

(SIGNATURE OF GRANTOR(S)) (SEAL)

CERTIFICATE OF ACKNOWLEDGMENT

State of Iowa }
County of _____ } ss.

On this _____ day of _____, 19____, A.D., before me, a Notary Public, personally appeared _____ and _____, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ voluntary act and deed.

(NOTARIAL SEAL)

NOTARY PUBLIC IN AND FOR SAID COUNTY

My commission expires: _____

CLARKE COUNTY CONSERVATION BOARD

BOARD MEMBERS AND TERMS

FRANK RILEY - Executive Officer

R.D. 2 - Osceola, Iowa 50213

through

John O'Neill 1981
R.D. 1
Grand River

July 7, 1977

Ronald Whitham 1980
R.D. 1
Woodburn

Mr. Harley R. Vickers
R.R. 4
Osceola, Iowa 50213

Harold Bonnett 1979
R.D. 5
Osceola

Dear Mr. Vickers:

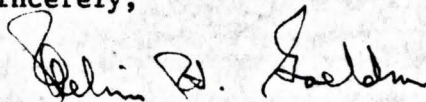
Jim Asmus 1978
R.D. 4
Osceola

The easement you granted for construction operations in the East Lake Park, Southern Iowa RC&D Project area provides that you will be given at least ten days advance notice of the "Beginning date of construction operation" in order that you may salvage crops, fences, bridges, culverts, and make other arrangements as desired.

Melvin Goeldner 1977
209 E. Pearl
Osceola

This will serve as your notice that the salvage period will begin on receipt of this letter and will end July 17, 1977. It is planned to issue invitations to bid shortly after that date.

Sincerely,



Melvin H. Goeldner
Chairman, Clarke County Conservation Board



CHAPTER 111A CODE OF IOWA

111A. 1 Purposes. The purposes of this chapter are to create a county conservation board and to authorize counties to acquire, develop, maintain, and make available to the inhabitants of the county, public museums, parks, preserves, parkways, playgrounds, recreational centers, county forests, wildlife and other conservation areas, and to promote and preserve the health and general welfare of the people, to encourage the orderly development and conservation of natural resources, and to cultivate good citizenship by providing adequate programs of public recreation.

CLARKE COUNTY CONSERVATION BOARD

BOARD MEMBERS AND TERMS

FRANK RILEY - Executive Officer

R.D. 2 - Osceola, Iowa 50213

through

John O'Neill 1981
R.D. 1
Grand River

July 7, 1977

Ronald Whitham 1980
R.D. 1
Woodburn

Harold Bonnett 1979
R.D. 5
Osceola

Mr. James A. Twombly
R.R. 4
Osceola, Iowa 50213

Dear Mr. Twombly:

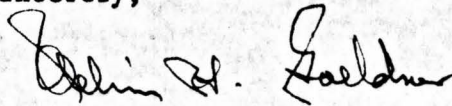
Jim Asmus 1978
R.D. 4
Osceola

The easement you granted for construction operations in the East Lake Park, Southern Iowa RC&D Project area provides that you will be given at least ten days advance notice of the "Beginning date of construction operation" in order that you may salvage crops, fences, bridges, culverts, and make other arrangements as desired.

Melvin Goeldner 1977
209 E. Pearl
Osceola

This will serve as your notice that the salvage period will begin on receipt of this letter and will end July 17, 1977. It is planned to issue invitations to bid shortly after that date.

Sincerely,



Melvin H. Goeldner
Chairman, Clarke County Conservation Board



CHAPTER 111A CODE OF IOWA

111A. 1 Purposes. The purposes of this chapter are to create a county conservation board and to authorize counties to acquire, develop, maintain, and make available to the inhabitants of the county, public museums, parks, preserves, parkways, playgrounds, recreational centers, county forests, wildlife and other conservation areas, and to promote and preserve the health and general welfare of the people, to encourage the orderly development and conservation of natural resources, and to cultivate good citizenship by providing adequate programs of public recreation.

I P C	RECORDING FEE \$ <u>4.50</u>	FILED FOR RECORD THE <u>22nd</u> DAY OF <u>February</u> 19 <u>77</u> AT <u>3:27</u> P.M. BOOK <u>50</u> PAGE <u>719</u>	STATE OF IOWA, CLARKE COUNTY: <u>Lorena Hallace</u> Recorder <u>Conrad Baker</u> Deputy
	258		

EXHIBIT 3

EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged,

James A. Twombly

(NAME)

RR 4, Osceola, Iowa 50213

(ADDRESS)

Ethel M. Twombly

(NAME)

RR 4, Osceola, Iowa 50213

(ADDRESS)

, Grantor(s)

Clarke County Conservation

does hereby grant, bargain, sell, convey and release unto Clarke County Soil Conservation

Board

Court House, Osceola, Iowa 50213

District

of 820 A North Main, Osceola, Iowa, 50213

(NAME)

(ADDRESS)

its successors and assigns, Grantee, a permanent and perpetual easement in, over and upon those portions of the following described land situated within the White Breast Creek Watershed, located in the County of Clarke, State of Iowa, to-wit:

E $\frac{1}{2}$, E $\frac{1}{2}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$, Section, 16, Township 72 North, Range 25 West of the 5th P.M.

(10 acres)

for the purposes as stated under "A" below, and the Grantor(s) covenant(s) that (he, she, they) (is, are) the owner(s) in fee simple of above described lands and that the said lands are free and clear of all incumbrances and liens of whatsoever character except the following:

Fence agreement with Iowa State Conservation Commission, dated June 21, 1950, filed July 15, 1950 in Book 33 on Page 194.

Easement to Clarke County, Iowa dated June 10, 1963 filed July 13, 1963 in Book 38 on Page 437. (Water line)

- A. For the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by those certain works of improvement which are described and are to be located as follows:

Site 1 - Temporary detention of water to top of dam elevation, 1059.6 (Structure located in the SE $\frac{1}{4}$, SW $\frac{1}{4}$, Section 16, Township 72N, Range 25W of the 5th P.M.

and for the operation, inspection, and maintenance of said area to be flooded.

1. The rights and easements hereby granted shall cease and terminate at any time in the future when mutually agreed upon by the parties hereto; or the above described lands cease to be used for the purposes stated in this easement; or if construction operations in the watershed area do not begin on or before November 15, 1981.
2. This easement includes the right of ingress and egress to the Grantee or its authorized agents at any time over and upon the above described land of the Grantor(s) and any other land of the Grantor(s) adjoining said land.
3. The Grantor(s) reserves the right to use said land or any part thereof, provided such use does not interfere with the full enjoyment by the Grantee of the easement herein conveyed.
4. The Grantor(s) shall be responsible for written notification to all subsequent tenants, not now on the land or party to this agreement, of the existence of this agreement, and where a copy of the same may be found.
5. The grantor(s) shall maintain all improvements, except those under "A" above in accordance with acceptable conservation methods.
6. The Grantor(s) shall construct temporary fences, as necessary, to protect the area of construction operations from livestock and provide adequate protection to livestock; and shall not construct any fences upon, across or through the area of construction operations until planned improvements, including establishment of grass stands, have been completely installed or constructed, or in any manner hinder construction operations.

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor(s), with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto the grantee, its successors and assigns, forever.

In Witness Whereof, the Grantor(s) has executed this instrument on the 1 day of December, 1976.

James A. Brown (SEAL)
(SIGNATURE OF GRANTOR(S))

(SIGNATURE OF GRANTOR(S)) (SEAL) 258

Ethel M. Brown (SEAL)
(SIGNATURE OF GRANTOR(S))

(SIGNATURE OF GRANTOR(S)) (SEAL) FILED NO. CLARKE CO.

1977 FEB 22 PM 3:27

BOOK 50 PAGE 719
LORENA WALLACE
RECORDER

CERTIFICATE OF ACKNOWLEDGMENT

State of Iowa)
County of Clarke)SS.

On this 8 day of December, 1976, A.D., before me, a Notary Public, personally appeared James A. Brown and Ethel M. Brown to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

Patricia Ray
NOTARY PUBLIC IN AND FOR SAID COUNTY

CP-30705

Notary Seal expires 9/30/77

Miscellaneous Record, No. 33, Clarke County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA 10263-49

#2838

IOWA STATE CONSERVATION COMMISSION

Fee .50¢

10th and Mulberry
Des Moines 8, Iowa

PAID OF RECD

FENCING AGREEMENT

THIS AGREEMENT made and entered into by and between Rube Gibbin and Esther Gibbins Osceola Iowa Clark County Party of the First Part, and the Iowa State Conservation Commission acting for the State of Iowa, Party of the Second Part.

I. WITNESSETH: That the Party of the First Part, owner of the following described property: A Portion 16 rods wide north and south 40 rods long east and west of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 16 T 72 R 25 and the Party of the Second Part, owner of the following described property: Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ Of Section 16 township 72 Range 25. less the described property above owned by the party of the first part. hereby agree to construct and maintain a division fence along the boundary line between said properties.

II. The said fence shall be constructed as follows: Steel or heavy hardwood end Posts Steel or hardwood braces. Steel or hardwood line posts. twenty six or thirty two inch woven wire with three strands of barbed wire above firmly fastened to the posts.

II. The division line shall be located as follows: at a point midway along the boundary

said properties.

II. The said fence shall be constructed as follows: Steel or heavy hardwood end Posts Steel or hardwood braces. Steel or hardwood line posts. twenty six or thirty two inch woven wire with three strands of barbed wire above firmly fastened to the posts.

II. The division line shall be located as follows: at a point midway along the boundar between the two properties.

IV. Each of the said parties shall construct and maintain the fence to his left when facing the division line from his own property.

THIS INDENTURE made and entered into this 5 day of June, A. D. 1950.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year above written.

Rube Gibbens
Esther Gibbens

W. R. Chastain
Witness for Party of the First Part

Bruce F. Stiles
STATE CONSERVATION DIRECTOR

Wilbur A Rush
Witness for Party of the Second Part

Filed July 15th, 1950 at 10:47 A. M.

Manuel Huseyall Recorder.

#2839

IOWA STATE CONSERVATION COMMISSION
914 Grand Avenue
Des Moines, Iowa

Fee .50¢

PROOF READ

FENCING AGREEMENT

THIS AGREEMENT made and entered into by and between Albert J. D.

SS:

CLARKE COUNTY

I, the undersigned, being the County Recorder of said County, do hereby certify that the affidavit recorded upon this page was filed by the owner in possession of said real estate as named in said Affidavit.

Witness my hand this 11 day of July A.D. 1963.

/s/ Hallie L. Johnson
Hallie L. Johnson
RECORDER OF CLARKE COUNTY, IOWA

Filed for record this 11th day of July A.D. at 4:05 P.M.

/s/ Hallie L. Johnson
Hallie L. Johnson, Recorder

1414

EASEMENT

PROOF READ

Fee \$3.50/

This agreement, made and entered into this 10th day of June, A.D. 1963, by and between the County of Clarke, State of Iowa, Party of the First Part, and James A. Twombly and Ethel M. Twombly, husband and wife, Parties of the Second Part

WITNESSETH: WHEREAS, Party of the First Part, through its Board of Supervisors, and by authority vested in that Board of Supervisors, has agreed to grant an easement to the Parties of the Second Part for the following described property, to-wit:

The South four feet of the County Road lying to the North of the Northeast Quarter of the Southeast Quarter of Section Seventeen and to the North of the Northwest Quarter of the Southwest Quarter of Section Sixteen all in Township Seventy-two North, Range Twenty-five West of the 5th P.M., the said four foot strip of land commencing at a point approximately one thousand two hundred (1,200) feet East of the East City Limits of Osceola as it presently exists and proceeding East therefrom two hundred and fifty (250) feet, all being in Clarke County, Iowa.

The land intended to be conveyed herein shall commence at the point where the present existing water line of Max L. Oliver and Audrey Jean Oliver terminates according to an easement granted by Clarke County on December 12, 1960 and recorded in Miscellaneous Record Book No. 37, at Page 314, in the records of the Clarke County Recorder's Office, Clarke County, Iowa.

And, WHEREAS, the Parties of the Second Part desire to obtain the right to construct, maintain and repair a water line to run under the above described property,

And WHEREAS, Party of the First Part has agreed to grant such a right to Parties of the Second Part upon the terms and conditions hereinafter set forth, and based upon One Dollar and Other Valuable Considerations delivered from the Parties of the Second Part to the Party of the First Part, receipt of which is hereby acknowledged.

It is now, therefore, hereby agreed as follows:

1. Party of the First Part hereby grants, assigns and sets over to Parties of the Second Part as Joint Tenants, their successors, grantees and assigns, the right to construct, maintain and repair a water line over, under and across the above described property.

2. The Party of the First Part, it's successors and assigns, of the real estate hereinbefore described, shall have the right to full use and enjoy the area over which said easement is hereby granted, except as to the rights herein granted to the Party of the Second Part, and grantees and assigns, and the Parties of the Second Part, their successors and assigns, agree to pay any damage or damages which may arise to the property, premises or rights of the Party of the First Part in regard to the above described property.

3. Parties of the Second Part agree in connection with the Construction, maintenance

2. The Party of the First Part, it's successors and assigns, of the real estate here-
inbefore described, shall have the right to full use and enjoy the area over which said
easement is hereby granted, except as to the rights herein granted to the Party of the Second
Part, and grantees and assigns, and the Parties of the Second Part, their successors and
assigns, agree to pay any damage or damages which may arise to the property, premises or
rights of the Party of the First Part in regard to the above described property.

3. Parties of the Second Part agree in connection with the Construction, maintenance
and repair of the said water line to restore the area over which said easement is granted to
its original level and to maintain its surface as the condition of the said surface was at
the time of the construction, maintenance and repair of the said water line.

/s/ Howard Ruble
Howard Ruble
Chairman
BOARD OF SUPERVISORS, CLARKE COUNTY,
IOWA
Party of the First Part

/s/ James A. Twombly
James A. Twombly
/s/ Ethel M. Twombly
Ethel M. Twombly
Parties of the Second Part

/s/ Dean Hill
Dean Hill
Auditor of Clarke County, Iowa.

STATE OF IOWA)
) SS:
CLARKE COUNTY)

BE IT REMEMBERED that on this 10th day of June, A.D. 1963 before me, James H. Cothorn, a
Notary Public in and for the County of Clarke, State of Iowa, personally appeared Howard
Ruble, to me personally known to be the identical person who executed the afore instrument

STATEMENT OF OWNERSHIP AND ENCUMBRANCEDescription of Land:

The NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 16, Township 72 North, Range 25 West of the 5th P.M.

Title: James A. Twombly and Ethel M. Twombly, as joint tenants and not as tenants in common, by virtue of a Warranty Deed dated August 28, 1951 and filed August 31, 1951 in Book 64 on Page 414.

Encumbrances:

A. Mortgages: None

B. Judgements: None

C. Easements, Fence Agreements, etc.:

Fence Agreement with Iowa State Conservation Commission dated June 21, 1950 filed July 15, 1950 in Book 33 on Page 194.

Easement to Clarke County, Iowa dated June 10, 1963 filed July 13, 1963 in Book 38 on Page 437.

No examinations made for other liens or taxes.

The foregoing is correct as shown by the records of Clarke County, Iowa.

Dated at Osceola, Iowa, this 15th day of November, 1976

at 8:30 o'clock a.m.

BANTA

ABSTRACT CO.

BY

William E. Buesch

STATEMENT OF OWNERSHIP AND ENCUMBRANCE

Description of Land: A tract of land located in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 16, Township 72 North, Range 25 West of the 5th P.M., described as commencing at the Northwest Corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$, thence South 810.5 feet, thence East and South along the fence line to a point 223 feet East of the West line of 844.5 feet South of the North line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$, thence Easterly to a point 852.5 feet South of the Northeast Corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$, thence North to said Northeast Corner, thence West to point of beginning.

Title:

James A. Twombly and Ethel Twombly, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, by virtue of Warranty Deed dated December 2, 1968 and filed December 2, 1968 in Book 71 on Page 211.

Encumbrances:

A. Mortgages: None

B. Judgements: None

C. Easements, Fence Agreements, etc.:

Fence Agreement with Iowa State Conservation Commission dated June 3, 1950 filed July 15, 1950 in Book 33 on Page 196. Easement to Great Lakes Pipeline Company dated January 16, 1953, filed February 9, 1953 in Book 34 on Page 123. Easement to Northwestern Bell Telephone dated July 27, 1962 filed October 8, 1962 in Book 38 on Page 201.

No examinations made for other liens or taxes.

The foregoing is correct as shown by the records of Clarke County, Iowa.

Dated at Osceola, Iowa, this 15th day of November, 1976

at 8:30 O'Clock A.M.

BANTA

ABSTRACT CO.

BY

William E. Buesch

EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged;

~~James A. Twombly~~ ^{James A. Twombly}
(NAME)

R.R. 4 Osceola, Iowa 50213
(ADDRESS)

Ethel M. Twombly
(NAME)

RR 4 Osceola, Iowa 50213
(ADDRESS), Grantor(s)

does hereby grant, bargain, sell, convey and release unto Clarke County Conservation Board
District of 820 A N. Main Osceola, Iowa 50213
(NAME) (ADDRESS)

its successors and assigns, Grantee, a permanent and perpetual easement in, over and upon those portions of the following described land situated within the White Breast Creek Watershed, located in the County of Clarke, State of Iowa, to-wit:

E $\frac{1}{2}$, E $\frac{1}{2}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$ Section 16, Township 72 N, Range 25 West of the 5th P. M. (10 acres)

for the purposes as stated under "A" below, and the Grantor(s) covenant(s) that (he, she, they) (is, are) the owner(s) in fee simple of above described lands and that the said lands are free and clear of all incumbrances and liens of whatsoever character except the following:

~~Title search~~ Fence agreement with Iowa State Conservation Commission dated June 21, 1950 filed July 15, 1950 in Book 33 on Page 194.
Easement to Clarke County, Iowa dated June 10, 1963 filed July 13, 1963 in Book 38 on Page 437, (water line)

- A. For the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by those certain works of improvement which are described and are to be located as follows:

Site 1 - Temporary detention of water to top of dam elevation, 1059.6 (Structure located in the SE $\frac{1}{4}$, SW $\frac{1}{4}$ Section 16, Township 72 N, Range 25 West of the 5th P. M.)

and for the operation, inspection, and maintenance of said area to be flooded.

1. The rights and easements hereby granted shall cease and terminate at any time in the future when mutually agreed upon by the parties hereto; or the above described lands cease to be used for the purposes stated in this easement; or if construction operations in the watershed area do not begin on or before November 15, 1981.
2. This easement includes the right of ingress and egress to the Grantee or its authorized agents at any time over and upon the above described land of the Grantor(s) and any other land of the Grantor(s) adjoining said land.
3. The Grantor(s) reserves the right to use said land or any part thereof, provided such use does not interfere with the full enjoyment by the Grantee of the easement herein conveyed.
4. The Grantor(s) shall be responsible for written notification to all subsequent tenants, not now on the land or party to this agreement, of the existence of this agreement, and where a copy of the same may be found.
5. The grantor(s) shall maintain all improvements, except those under "A" above in accordance with acceptable conservation methods.
6. The Grantor(s) shall construct temporary fences, as necessary, to protect the area of construction operations from livestock and provide adequate protection to livestock; and shall not construct any fences upon, across or through the area of construction operations until planned improvements, including establishment of grass stands, have been completely installed or constructed, or in any manner hinder construction operations.

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor(s), with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto the grantee, its successors and assigns, forever.

In Witness Whereof, the Grantor(s) has executed this instrument on the _____ day of _____, 19____.

_____ (SEAL) (SIGNATURE OF GRANTOR(S))	_____ (SEAL) (SIGNATURE OF GRANTOR(S))
_____ (SEAL) (SIGNATURE OF GRANTOR(S))	_____ (SEAL) (SIGNATURE OF GRANTOR(S))

CERTIFICATE OF ACKNOWLEDGMENT

State of Iowa)
)SS.
 County of _____)

On this _____ day of _____, 19____, A.D., before me, a Notary Public, personally appeared _____ and _____ to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledge that _____ executed the same as _____ voluntary act and deed.

(NOTARIAL SEAL)

 NOTARY PUBLIC IN AND FOR SAID COUNTY

800 South Vine Street, Creston, Iowa 50801

November 17, 1978

Mr. Richard Rinehart
Central Iowa Grading
Box 1091
Des Moines, Iowa 50311

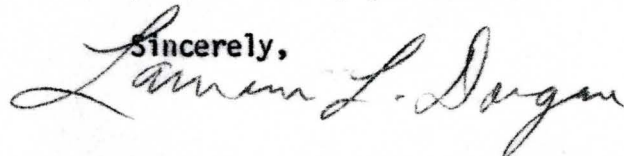
Dear Mr. Rinehart:

Subject: East Lake Park - Contract No. 2-CCCB-53-IA-6002

I have reviewed your letter of 11-8-78 in regards to final pay quantities for bid items #8, 23 and 25. You will note that the final pay quantities for #8 and #25 was the same as shown on the bid schedule. Item #23 was reduced to reflect a 6" bedding area over that portion of the berm that riprap was actually placed on. Our final quantities are based on this and any quantities that you may have purchased above these amounts are not eligible for payment. It would be normal if your purchased quantities are greater than the pay quantities due to overexcavation, stockpiling waste, etc. On the rock bid item which was by the ton we do pay for the actual tonnage if it is placed within the specified limits.

I hope that this will answer your question on this matter. If you are not satisfied with this explanation, I can schedule a meeting with the Contracting Officer, and we can discuss this further.

If you are satisfied with the final pay estimate, please return the Release of Claims forms that I sent to you on 10-19-78, and we will process this pay estimate.

Sincerely,


Lawrence L. Dorgan
Government Representative

cc: Frank Riley, Contracting Officer ✓

CENTRAL IOWA GRADING, INC.

FINE GRADING SPECIALISTS

P. O. BOX 1091 — DES MOINES, IOWA 50311

Telephone
279-8966

8 November, 1978

Mr. Lawrence L. Dorgan
Soil Conservation Service
800 South Vine Street
Creston, Iowa 50801

Dear Larry,

According to pay estimate #8 the quantity of gravel rock for bid items # 8, 23, and 25 totals 472 cubic yards. As per the attached, the actual quantities of rock is 508 cubic yards, the net difference being 36 cubic yards. As this amount is under the contract estimated quantities of 549 cubic yards, do you foresee any difficulty in increasing the actual quantity from the present 472 cubic yards to the actual 508 cubic yards?

If you have any questions, please give me a call.

Sincerely,

Richard E. Rinehart

Richard E. Rinehart

1. office author. Project agreement.
2. O & M agreement ✓ dist
3. cert. Land Rights ✓ dist
4. S & S 78 agreement ✓ dist
5. cert. code of conduct - fire Mgt. System
6. have Co. appoint a contracting officer,
& assistant.

their share

Total Est.	# 113,622.90	Both Projects	# <u>54,288.57</u>
		Drop Little Structure	# 51,765.95

1. Send Land Rights Info. to state.

40

24

64

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

800 South Vine Street, Creston, Iowa 50801

SUBJECT: ENG - Field Check Prints
East Lake Park, Measure No. 197

DATE June 13, 1977

TO Al Leiting
Supervisory Civil Engineer
Soil Conservation Service
Des Moines, Iowa

Enclosed are the field check prints, engineer's cost estimate (\$113,622.90), specifications, and performance time estimate for East Lake Park, Measure Plan No. 197, Part A. The sponsors at this time are willing to proceed with construction with available funds.

Areas have been marked on the plans for waste areas and also for areas to dispose of combustible materials. As requested IBM 61B has been located on the plans. The wooden boat dock, power poles at the horseshow court, and the power pole located at the downstream end of the outlet channel are to be removed by others as shown on the plans. The rock riprap has been changed to ton basis (Construction Specification 212A) instead of cubic yard basis (Construction Specification 212). This change was made to have a better control in construction. This was discussed with Dave Rohlf in February, 1977.

Jack Langford
Jack Langford
Civil Engineer

cc: Dewey Bondurant
Erwin O. Aust
Bob Loudon
Keith Ticknor ✓

Enclosures



UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

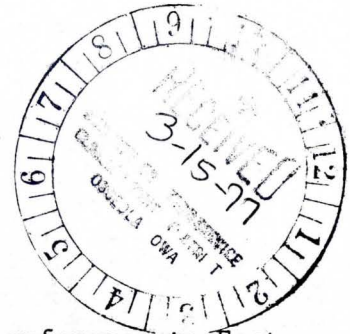
MAR 14 1977

823 Federal Building, Des Moines, IA 50309

Feb
SUBJECT: RC&D - East Lake Park RC&D Measure #19 *not*

Ticknor
DATE: March 11, 1977

TO: Erwin O. Aust
Area Conservationist
SCS
Shenandoah, IA



In response to your letter of February 24, 1977, in reference to East Lake Park, the following information is provided to you.

Slope protection - East Lake Park

Using TR #56 procedures for determining slope protection needs, there are two possible acceptable methods:

1. Riprap

Provides protection 2' below crest to 2½' above crest. Two feet of drawdown is needed.

2. Sloping berm

Requires a 10:1 slope with 17.5' below crest (1.75') and 15' above crest (1.5'). The existing berm averages about 16'.

To reshape the berm would require a 7-8' width slice of earth added to the entire front face of the fill. The lake would have to be drained.

If you have any questions on providing protection for this structure, give us a call.

William J. Brune
State Conservationist



1213 Fifth Avenue, Shenandoah, IA 51601

RC&D - East Lake Park RC&D Measure #19

February 24, 1977

Rollin Swank
Assistant State Conservationist
Soil Conservation Service
Des Moines, IA



The following is in regard to some of the discussions we have had on the status of East Lake Park. Attached is a copy of a letter from the Clarke County Conservation Board to Keith Ticknor, District Conservationist, explaining their financial status.

Reviewing the differences in past and present costs, the work plan estimated cost of \$60,000 was based on a 45 cu. yd. dam at 60¢/yd. and 180 ft. concrete pipe @ \$50/ft. The present estimate, based on final surveys, is 55,000 cu. yds. earthfill @ 70¢, 200 ft. concrete pipe @ \$70/ft. and riprap not figured in the original estimate. The above items account for approximately \$42,000 additional costs. The current estimate with all increased prices, etc., figured in is \$106,000, as compared to \$60,000 in the measure plan.

The structure basically was estimated based on the design of the Creston Flood Prevention structure, for which construction was completed just last year. This structure contains no riprap at all (in fact the engineer requested riprap be used on it and this was not allowed). At the present time riprap is now required on the structure. These two structures are very similar, with the Creston Flood Prevention structure having a larger drainage area. Surface acreages, etc., are very similar.

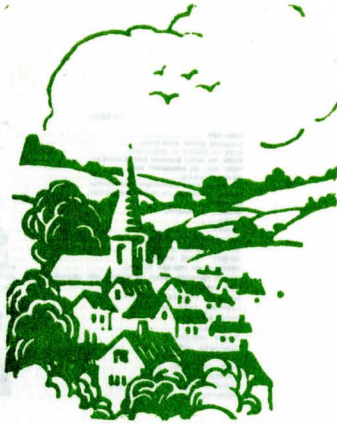
The Creston Engineering staff is reviewing the engineering criteria with Dewey Bondurant and Robert Loudon, (Acting) Project Coordinator will be reviewing the status of the measure with you. I feel we should review local contract prices to be as realistic as possible on the estimated costs and if the riprap cannot be deleted investigate the availability of materials locally and the possibility of the County performing the riprap with their own equipment, using a division of work procedure and reducing the contract cost for initial dam construction.

As additional information needed is obtained, Mr. Loudon will be in contact with you. With the input that has been made to date we would like to explore all possibilities regarding required engineering criteria and contracting procedures in hopes to find a method which can be followed to complete the work desired, as identified in the measure plan.

Erwin O. Aust
Area Conservationist

Attachment

cc - Loudon
Dorgan
Ticknor



CLARKE COUNTY CONSERVATION BOARD

Court House

Formed in 1962

OSCEOLA, IOWA 50213

Frank Riley - Executive Officer
R.D. 3 - Osceola

Chester Wilkins - Maintenance
916 S. Park - Osceola

February 18, 1977



BOARD MEMBERS AND TERMS

	Through
Jim Asmus R.D. 4 - Osceola	1978
Harold Bonnett R.D. 5 - Osceola	1979
Floyd Edwards R.D. 2 - Osceola	1976
Melvin Goeldner 209 E. Pearl - Osceola	1977
Ronald Whitham R.D. 1 Woodburn	1980

COUNTY PARKS

Murray Roadside
East Lake
Hopeville Square

Keith Ticknor
District Soil Conservation Service
820 N. Main
Osceola, Iowa 50213

Dear Mr. Ticknor:

At the February 15, 1977 meeting of the Clarke County Conservation Board, the estimate for the small Grade Stabilization Structure and dam reconstruction was discussed. The Board voted to reject this estimate. They feel that \$56,550.00 for their share cannot possibly be worked into the budget.

The Board has been working on the assumption that their share would be approximately \$30,000.00. If the estimate could be lowered so that the Board's share would be in the \$30,000.00-\$35,000.00 range, then the Board would probably go along with it. They feel the \$56,550.00 figure is unrealistic. This project was to be only one part of the total development of East Lake Park. There is no possible way the Board could commit themselves for that much money on a single part of the development.

Sincerely,

Melvin Goeldner
Chairman, Clarke County Conservation Board

MG/dr

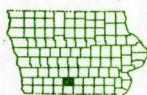
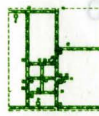
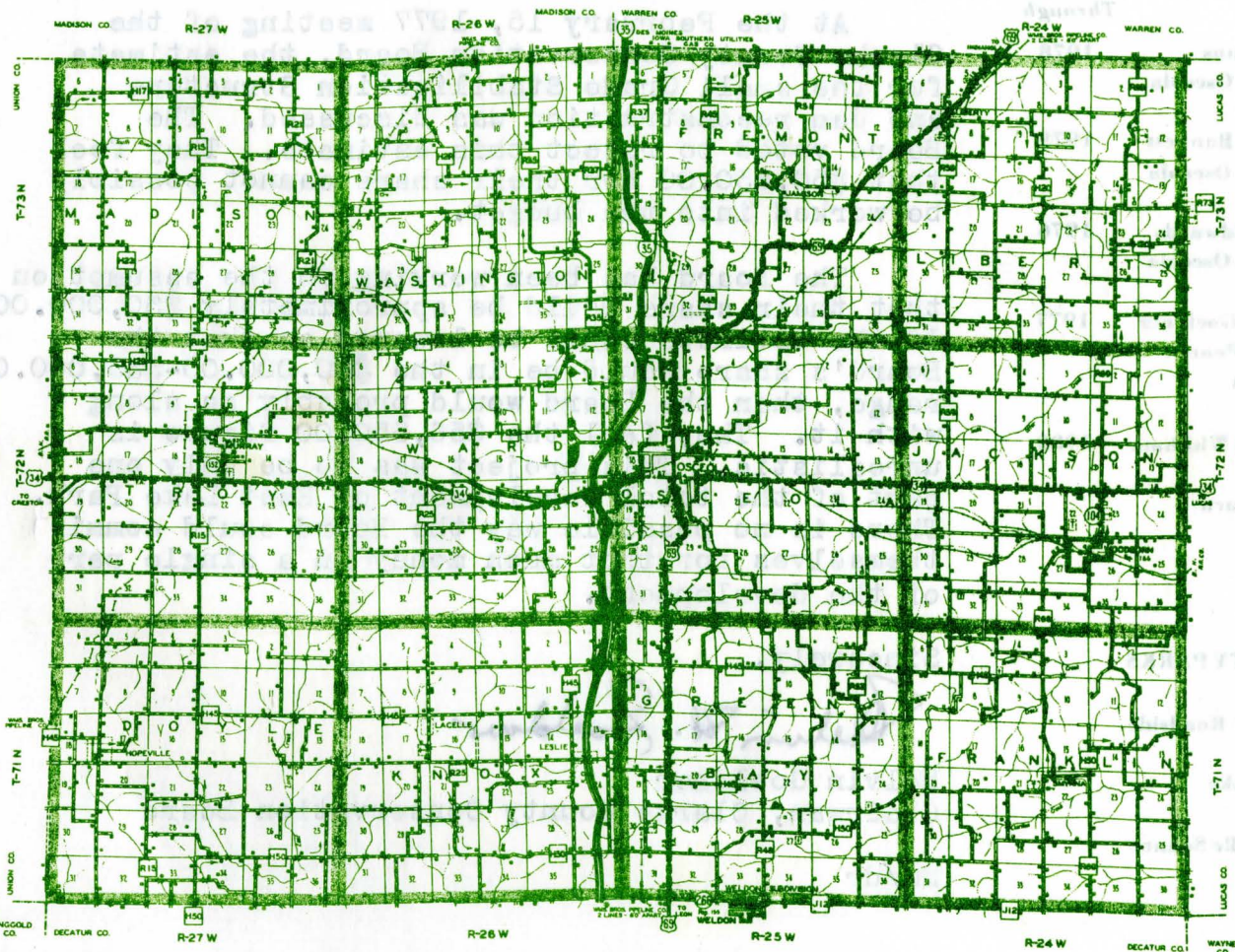
Brownies and
Leaders Coming
To The Park



1973

COUNTY LINE	_____
CAN. TOWNSHIP	_____
COMPARISON LINE	_____
BETWEEN LINE	_____
HIGHWAY BRIDGE RAIL	_____
INTERMITTENT STREAM	~~~~~
STEERING STREAM	~~~~~
RAILROAD SHIPLE OPERATING COMPANY	_____
RAILROAD	_____
RAILROAD BELOW OPERATING COMPANY	_____
RAILROAD ABOVE	_____
PIPE LINE	_____
RAILROAD BRIDGE	_____
CENTERS OF CITY	_____
CENTERS OF COUNTY	_____
UNIMPROVED ROAD (RAILROAD)	_____
GRAVEL AND GRAVEL ROAD	_____
METAL SURFACE ROAD	_____
BETWEEN SURFACES ROAD	_____
RAILROAD	_____
LEGAL ROAD NOT OPEN TO TRAFFIC	_____
HIGHWAY WITH PERMIT CONTROL OF ACCESS	_____
HIGHWAY WITH FULL CONTROL OF ACCESS	_____

TRAIN UNIT
 SHELTER OTHER THAN TRAIL
 HOME OR GROUPS OF DWELLINGS
 STATE OR SMALL BUSINESS ESTABLISHMENT
 HOME OR COMMUNITY HALL
 INDUSTRIAL GARAGE
 SCHOOL OR EDUCATIONAL INSTITUTION
 CHURCH OR OTHER RELIGIOUS INSTITUTION
 COUNTRY
 LAUNCHING OR PIERING STATION
 TOWN
 QUARTER
 UNITED STATES HOME
 STATE HOME
 COUNTRY TRAIL HOME
 FEDERAL AND MARINE SYSTEM
 POINTS BETWEEN WHICH DISTANCES ARE MEASURED
 FIRE LAKE
 AIRPORT LIMITED FACILITIES
 LANDING AREA OR STRIP
 RACE COURSE
 RIFLE CLUB
 POWER SUBSTATION
 CONSUMING DWELLING AND STORE
 INTERSTATE HOME
 AFTER AND YARD
 BANTAY LAND FILL
 COUNTRY CLUB OR GOLF COURSE



(letterhead)

(date)

10/18/77

CERTIFIED MAIL -
RETURN RECEIPT REQUESTED

Richard E. Rinehart, Pres.
Central Iowa Grading, Inc.
Box 1091
Des Moines, Iowa 50311

Gentlemen: *Mr Rinehart:*

Subject: Acceptance of Proposal - Invitation No. IA-6002-CCCB-53-2

Your bid in response to the subject Invitation for Bids for construction of one (1) multiple purpose dam and one (1) grade stabilization structure in the East Lake Park, Southern Iowa RC&D Project, is accepted as to prices quoted.

Enclosed is your copy of the contract which has been signed on behalf of the Contracting Local Organization. The contract has been assigned No. 2-CCCB-53-IA-6002.

Also enclosed are:

1. Form SCS-AS-41, Construction Contract (Signature Form), two copies.
2. Form SCS-AS-160, Payment Bond, three copies.
3. Form SCS-AS-161, Performance Bond, three copies.
4. Standard Form 100, Employer Information Report EEO-1, one copy.
5. Poster, Equal Opportunity Is The Law, two copies, and Poster WH-1321.

Both copies of Form SCS-AS-41 should be signed by you and returned to this office.

The SCS-AS-160 and SCS-AS-161 bond forms must be completed and executed by you and your surety. Instructions for execution of the bonds are on the forms. The person signing the bonds for the surety must attach evidence of his authority to execute such bonds. You should return two fully executed copies of the performance and payment bonds to this office.

All forms to be returned must be forwarded within ten (10) days after you receive this letter.

CLARKE COUNTY CONSERVATION BOARD

BOARD MEMBERS AND TERMS

FRANK RILEY - Executive Officer

R.D. 2 - Osceola, Iowa 50213

through

July 14, 1977

John O'Neill 1981
R.D. 1
Grand River

Ronald Whitham 1980
R.D. 1
Woodburn

Harold Bonnett 1979
R.D. 5
Osceola

Jim Asmus 1978
R.D. 4
Osceola

Melvin Goeldner 1977
209 E. Pearl
Osceola

Harold Bonnett

Mr. Melvin Goeldner
209 E. Pearl
Osceola, Iowa 50213

Dear Mr. Goeldner:

At an official meeting of the Clarke County Conservation Board, held June 30, 1977, you were designated Contracting Officer. You are hereby appointed with full authority to act, for the Board in arranging for, awarding and administering a contract for the construction of one multiple purpose dam and one grade stabilization structure in the East Lake Park, Southern Iowa RC&D Project.

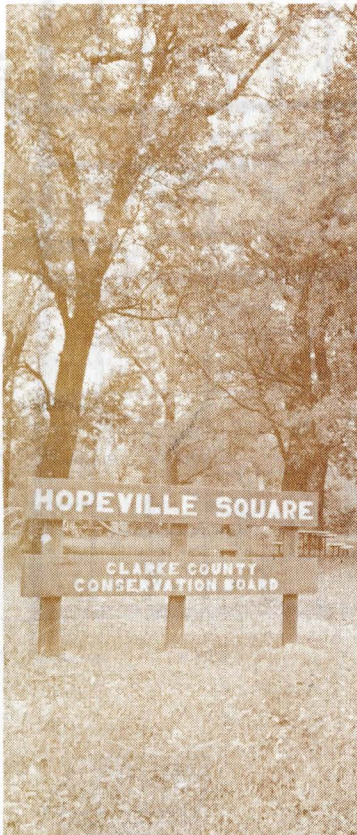
You will be provided a copy of the project agreement covering the works of improvement when executed by the Soil Conservation Service. You should become thoroughly familiar with its terms and conditions in order to carry out your duties as Contracting Officer.

You will work closely with the State Administrative Officer, the Government Representative, and other representatives of the Soil Conservation Service in performing your duties. These duties include, but are not necessarily limited to, the following:

1. Prepare the Notice to Prospective Bidders and the Invitation for Bids and release them after securing the written approval of the State Administrative Officer as to the format and contents.
2. Receive, protect and open bids. Determine the low qualified bidder. In making this determination, you will evaluate the bidder's experience, equipment, financial status and existing work commitments.
3. Submit low bidder's file and an abstract of all bids received together with your recommendation to the State Administrative Officer for written approval prior to award.

CHAPTER 111A CODE OF IOWA

111A.1 Purposes. The purposes of this chapter are to create a county conservation board and to authorize counties to acquire, develop, maintain, and make available to the inhabitants of the county, public museums, parks, preserves, parkways, playgrounds, recreational centers, county forests, wildlife and other conservation areas, and to promote and preserve the health and general welfare of the people, to encourage the orderly development and conservation of natural resources, and to cultivate good citizenship by providing adequate programs of public recreation.

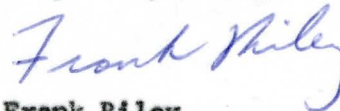


4. Award contract and give appropriate notices.
5. Secure the approval of the State Administrative Officer before accepting the Performance and Payment Bonds and issuing the notice to Proceed.
6. Require the contractor to furnish a list of all proposed subcontractors and the extent of work to be done by each prior to commencement of work by any subcontractor. Secure the concurrence of the State Administrative Officer before giving your approval of any subcontractor.
7. Require the contractor to furnish a complete construction schedule for your approval as required by the Invitation for Bids. Require revised schedules as needed to assure completion of work in accordance with established contract performance time. Secure the concurrence of the Government Representative before approving the construction schedule or revisions thereto.
8. Require the contractor to perform in accordance with his approved construction schedule.
9. Secure the concurrence of the State Administrative Officer before approving the contractor's workweek or any changes in the workweek.
10. Determine that all work is being performed in accordance with contractual requirements and all required certifications are promptly furnished.
11. When circumstances so justify, waive the materials certification after securing the written approval of the State Administrative Officer.
12. See that the contractor complies with the accident prevention and safety measures clause in the contract and secure written concurrence of the State Administrative Officer before approving a waiver or an adaptation of any of the safety provisions.
13. As necessary, issue written contract modifications and suspend and resume work orders, including those recommended by the Service. Prior to the issuance thereof, obtain the approval of the State Administrative Officer for all contract modifications, and approval of the Government Representative for all suspend and resume work orders.
14. Secure the written approval of the State Administrative Officer before making a final decision on any dispute arising under the contract.
15. See that the contractor is paid in accordance with the provisions of the contract. Prepare Form AD-628, Request for Advance or

Reimbursement. Sign the form on behalf of the Board and submit it to the Soil Conservation Service for payment of the Service's share of the cost.

16. Make timely decisions on contractual matters and take appropriate action.
17. Where conditions justify, declare the contractor in default and terminate his right to proceed after obtaining the written approval of the State Administrative Officer.
18. Make all records dealing with the awarding and administering of the contract available for review by authorized representatives of the Federal Government. Place all records in Board controlled storage for possible later audit.
19. Make arrangements for final inspection of the completed works of improvement and work jointly with the Soil Conservation Service in conducting the final inspection.
20. Notify the contractor of acceptance of the job after obtaining the written concurrence of the State Administrative Officer.
21. Upon completion and acceptance of all work, obtain a written release from the contractor of all claims against the Board arising under and by virtue of the contract. Amounts of claims specifically excepted by the contractor shall be set forth in the release.

Very Truly Yours,



Frank Riley
Executive Director
Clarke County Conservation Board

cc: SCS, State Office
Gov't Rep.
Board

693 Federal Building, Des Moines, Iowa 50309

AS - Agreements - East Lake Park C.A.T.
No. 197, Southern Iowa RC&D

June 29, 1977

Erwin Aust, Area Conservationist
SCS, Shenandoah, Iowa

Along with a copy of this letter, we are sending the following directly to Keith Ticknor, District Conservationist at Osceola:

1. Operation & Maintenance Agreement for Structural Measures, East Lake Park C.A.T. No. 197
2. Project Agreement No. AG19scs-00869

Please secure the necessary signatures. At least three manually signed copies of the agreements should be returned to this office.

In addition, we are required to obtain assurance from Contracting Local Organizations that they have developed and will maintain and enforce a written code or standards of conduct to govern the performance of their officers, employees or agents in contracting with and expending RC&D funds (Section 2103.11, ASH). They should also indicate that they have developed and will maintain an adequate financial management system (Section 2104, ASH). We have attached a sample copy of a reply which the Contracting Local Organization may wish to review prior to submitting their assurance.

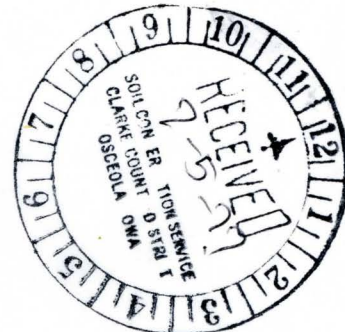
Several other items which are needed prior to the Service executing the project agreement are listed on the attachment to this letter.

If you have any questions regarding these matters, please let us know.

Donald K. Ummel
State Administrative Officer

Attachment

cc: Keith Ticknor



ASH Interim Notice 2000-7 states the requirements for the inclusion in Project Agreements for provisions in regard to clean air and water. Clause 2 of Section B is the required clause to be included in grant agreements. The Clean Air and Water Certification and Clean Air and Water Clause are attached to the agreement. The certification given in (a) of the Clean Air and Water Certification must be completed.

Also needed prior to the Service executing the project agreement are the following items checked below:

done ☒ Certification Relating to Land Rights, Water Rights, and Construction Permits, Form SCS-AS-78, Rev. 4/72. An on-site review should be made prior to the sponsors executing the form. Please refer to 2204.0251 and 2204.0252 of Section 2000 ASH.

done We should be advised that the notices to landowners of their right to salvage has been given and the date such right expires. The information should be stated under Item 5 of Form SCS-AS-78 or as an attachment thereto.

done A sample of such notice is given in Attachment 1 to Engineering Memorandum Iowa-7 (Rev. 2).

will get ☒ A copy of a letter appointing the contracting officer and a copy of a letter appointing the authorized representative as required by C.1 or C.2, of the project agreement.

We have enclosed copies of such appointment letters. These letters may be used for this purpose or as a guide in preparing the letter of appointment. The Contracting officer should, however, have sufficient authority to take timely action in administering the contract. The contracting officer's authorized representative (acting contracting officer) should be given the same authority as the contracting officer, to be exercised only in the absence of the contracting officer.

Please see 2600.1, .2(a) of Section 2000 ASH for additional information.

N/A ☐ The Soil Conservation Service may assist the Contracting Local Organization by preparing and reproducing the Invitation for Bids and notices to prospective bidders. If the Contracting Local Organization wishes this assistance, the request must be in writing. Please refer to 2603(a) of Section 2000 ASH.

done ☒ Certification from the district conservationist in regard to the 50% and 75% requirement. Please refer to Watershed Memorandum Iowa-7 (Rev. 4) as supplemented, and 2230.01(a) and (b) and 2230.02(a) and (b) of Section 2000 ASH.

done ☒ A letter from the district conservationist advising the State Administrative Officer that the on-site review was made, the date of such review, and of representatives of the Service and the sponsor(s) who made the review.

make 4 copies

693 Mr. William J. Brune
State Conservationist
Soil Conservation Service
~~823~~ Federal Building
Des Moines, Iowa 50309

Dear Mr. Brune:

No. 197

East Lake Park

In accordance with our discussions concerning the contract for work on the ~~#70-10 RC&D Project Measure, Flint Hills~~ Critical Area Treatment, ~~Des Moines~~ County, Iowa, we wish to assure you that the appropriate sections (2103.11 and 2104) of the Administrative Services Handbook have been reviewed with us.

We have adopted a written code of conduct to govern the performance of our officers, employees and agents with regard to contracting as follows: Officers, employees or agents, shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. The contract or other procurement action shall not be awarded to sponsor, the ~~Board of Supervisors~~, or firms in which any official of such organizations or any member of such official's immediate family, has direct or indirect interest in the recurring profits or contracts of such firms. To the extent permissible by state or local law, rules or regulations, penalties, sanctions, or other disciplinary actions shall be applied for violations of such standards by either the ~~Board of Supervisors~~, officers, employees, or agents, or by contractors or their agents.

Clarke
County
Conservation
Board

Clarke
County
Conservation
Board

In addition we have developed and will maintain a financial management system which provides for:

- (a) Accurate, current, and complete disclosure of the financial results of each RC&D undertaking in which SCS requires reporting on an accrual basis and the sponsor's accounting records are not kept on that basis, we the sponsor will develop such information through an analysis of the documentation on hand or on the basis of best estimates.

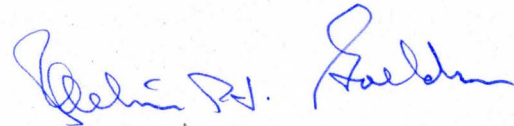


- ..-50 -
- (b) Records which identify adequately the source and application of funds for RC&D financially supported undertakings. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.
 - (c) Effective control over and accountability for all funds, property and other assets. We the sponsor will adequately safeguard all such assets and will assure that they are used solely for authorized purposes.
 - (d) Comparison of actual with budgeted amounts for each undertaking, i.e., each project agreement, land rights agreement, agreement for services, and relocation agreement. Also, relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required by SCS.
 - (e) Procedures to minimize the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by the sponsor, whenever funds are advanced by the SCS. When advances are made by a letter of credit method, the sponsor will make draw-downs from the U.S. Treasury through its commercial bank as close as possible to the time of making the disbursements. (This method will not be used on this project.)
 - (f) Procedures for determining the allowability and allocability of costs in accordance with the SCS obligating instrument (project agreement, agreement for services, land rights agreement, relocation agreement) and the applicable SCS program handbook (Resource Conservation and Development Projects Handbook).
 - (g) Accounting records which are supported by source documentation.

- (h) Audits to be made by the sponsor or at the sponsor's direction, to determine, at a minimum, the fiscal integrity of financial transactions and reports, and the compliance with laws, regulations and administrative requirement. The sponsor will schedule such audits with reasonable frequency, usually annually, but not less frequently than once every two years, considering the nature, size and complexity of the activity.
- (i) A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

These items, we believe, fulfill the obligation of the Contracting Local Organization for written documentation covering our Code of Conduct and Financial Management System.

Sincerely,



Melvin^{H.} Goldner
Chairman, Clarke County Conservation
Board

Clarke County Conservation Board

Osceola, Iowa

July 14, 1977

(Date)

Mr. Melvin Goeldner
209 E. Pearl
Osceola, Iowa 50213

Dear Mr. Goeldner

At an official meeting of the Clarke County Conservation Board
held June 30, 1977, you were designa-
ted ~~Acting~~ Contracting Officer. You are hereby appointed with full authority
to act, ~~in the absence of the Contracting Officer~~, for the Board
in arranging for, awarding and administering a contract for the construction
of one multiple purpose dam and one grade stabilization structure in the East
Lake Park, Southern Iowa RC&D Project.

You will be provided a copy of the project agreement covering the works of
improvement when executed by the Soil Conservation Service. You should be-
come thoroughly familiar with its terms and conditions in order to carry out
your duties as Contracting Officer.

You will work closely with the State Administrative Officer, the Government
Representative, and other representatives of the Soil Conservation Service
in performing your duties. These duties include, but are not necessarily
limited to, the following:

1. Prepare the Notice to Prospective Bidders and the Invitation
for Bids and release them after securing the written approval
of the State Administrative Officer as to the format and con-
tents.
2. Receive, protect and open bids. Determine the low qualified
bidder. In making this determination, you will evaluate the
bidder's experience, equipment, financial status and existing
work commitments.
3. Submit low bidder's file and an abstract of all bids received
together with your recommendation to the State Administrative
Officer for written approval prior to award.
4. Award contract and give appropriate notices.
5. Secure the approval of the State Administrative Officer before
accepting the Performance and Payment Bonds and issuing the

Notice to Proceed.

6. Require the contractor to furnish a list of all proposed subcontractors and the extent of work to be done by each prior to commencement of work by any subcontractor. Secure the concurrence of the State Administrative Officer before giving your approval of any subcontractor.
7. Require the contractor to furnish a complete construction schedule for your approval as required by the Invitation for Bids. Require revised schedules as needed to assure completion of work in accordance with established contract performance time. Secure the concurrence of the Government Representative before approving the construction schedule or revisions thereto.
8. Require the contractor to perform in accordance with his approved construction schedule.
9. Secure the concurrence of the State Administrative Officer before approving the contractor's workweek or any changes in the workweek.
10. Determine that all work is being performed in accordance with contractual requirements and all required certifications are promptly furnished.
11. When circumstances so justify, waive the materials certification after securing the written approval of the State Administrative Officer.
12. See that the contractor complies with the accident prevention and safety measures clause in the contract and secure written concurrence of the State Administrative Officer before approving a waiver or an adaptation of any of the safety provisions.
13. As necessary, issue written contract modifications and suspend and resume work orders, including those recommended by the Service. Prior to the issuance thereof, obtain the approval of the State Administrative Officer for all contract modifications, and approval of the Government Representative for all suspend and resume work orders.
14. Secure the written approval of the State Administrative Officer before making a final decision on any dispute arising under the contract.
15. See that the contractor is paid in accordance with the provisions of the contract. Prepare Form AD-628, Request for Advance or

Reimbursement. Sign the form on behalf of the Board and submit it to the Soil Conservation Service for payment of the Service's share of the cost.

16. Make timely decisions on contractual matters and take appropriate action.
17. Where conditions justify, declare the contractor in default and terminate his right to proceed after obtaining the written approval of the State Administrative Officer.
18. Make all records dealing with the awarding and administering of the contract available for review by authorized representatives of the Federal Government. Place all records in Board controlled storage for possible later audit.
19. Make arrangements for final inspection of the completed works of improvement and work jointly with the Soil Conservation Service in conducting the final inspection.
20. Notify the contractor of acceptance of the job after obtaining the written concurrence of the State Administrative Officer.
21. Upon completion and acceptance of all work, obtain a written release from the contractor of all claims against the Board arising under and by virtue of the contract. Amounts of claims specifically excepted by the contractor shall be set forth in the release.

Very truly yours,

CC: SCS, State Office
Gov't. Rep.
Board

Frank Riley
Executive Director,
Clarke County Conservation Board

Clarke County Conservation Board

Osceola, Iowa

(Date)

Mr.

Dear Mr.

At an official meeting of the Clarke County Conservation Board, held _____, you were designated ~~Acting~~ Contracting Officer. You are hereby appointed with full authority to act, ~~in the absence of the Contracting Officer~~, for the Board in arranging for, awarding and administering a contract for the construction of one multiple purpose dam and one grade stabilization structure in the East Lake Park, Southern Iowa RC&D Project.

You will be provided a copy of the project agreement covering the works of improvement when executed by the Soil Conservation Service. You should become thoroughly familiar with its terms and conditions in order to carry out your duties as Contracting Officer.

You will work closely with the State Administrative Officer, the Government Representative, and other representatives of the Soil Conservation Service in performing your duties. These duties include, but are not necessarily limited to, the following:

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21. Upon completion and acceptance of all work, obtain a written release from the contractor of all claims against the Board arising under and by virtue of the contract. Amounts of claims specifically excepted by the contractor shall be set forth in the release.

Very truly yours,

cc: SCS, State Office
Gov't. Rep.
Board

Clarke County Conservation Board

Osceola, Iowa

(Date)

Mr.

Dear Mr.

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Reimbursement. Sign the form on behalf of the Board and submit it to the Soil Conservation Service for payment of the Service's share of the cost.

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21. Upon completion and acceptance of all work, obtain a written release from the contractor of all claims against the Board arising under and by virtue of the contract. Amounts of claims specifically excepted by the contractor shall be set forth in the release.

Very truly yours,

cc: SCS, State Office
Gov't. Rep.
Board

Clarke County Conservation Board

Osceola, Iowa

(Date)

Mr.

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14. Secure the written approval of the State Administrative Officer before making a final decision on any dispute arising under the contract.
15. See that the contractor is paid in accordance with the provisions of the contract. Prepare Form AD-628, Request for Advance or

Reimbursement. Sign the form on behalf of the Board and submit it to the Soil Conservation Service for payment of the Service's share of the cost.

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21. Upon completion and acceptance of all work, obtain a written release from the contractor of all claims against the Board arising under and by virtue of the contract. Amounts of claims specifically excepted by the contractor shall be set forth in the release.

Very truly yours,

cc: SCS, State Office
Gov't. Rep.
Board

STATE Iowa
RC&D AREA Southern Iowa
PROJECT MEASURE East Lake Park Critical
Area Treatment #197
CONTRACT NO. AG19scs-00869

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

PROJECT AGREEMENT

THIS AGREEMENT, made this 19 day of Blank, 19 , by and between the Clarke County Conservation Board called the Sponsors and the Contracting Local Organization; and the Soil Conservation Service, United States Department of Agriculture, called the Service.

WITNESSETH THAT:

WHEREAS, under the provisions of Title III of the Bankhead-Jones Farm Tenant Act, as amended (7 U.S.C. 1011) and of the Soil Conservation Act of 1935 (16 U.S.C. 590a-f), the Service is authorized to assist the Sponsor(s) of project measures under the project plan of the Southern Iowa Resource Conservation and Development Area.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsors, the Contracting Local Organization, and the Service do hereby agree as follows:

- A. It is agreed that the following described work, including vegetation, is to be constructed at an estimated cost of \$113,622.00.
1. Site 1 - One (1) Earthfill Multipurpose Structure (R/C Pressure Pipe), located in the SE $\frac{1}{4}$, SW $\frac{1}{4}$ of Section 16, T72N, R25W, Clarke County, Iowa.
 2. Site 2 - One (1) Earthfill Grade Stabilization Structure (Corrugated Metal Pipe), located in the NE $\frac{1}{4}$, SW $\frac{1}{4}$, of Sec. 16, T72N, R25W, Clarke County, Iowa.
- B. The Sponsors will:
1. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the works of improvement described in A.
 2. If applicable, complete the attached Clean Air and Water Certification and comply with the attached Clean Air and Water Clause.

C. The Contracting Local Organization will:

1. Provide 50 percent of the cost of constructing works of improvement described in A. This cost to the Contracting Local Organization is estimated to be \$56,811.00.
2. Appoint a Contracting Officer, and an authorized representative who shall have authority to act for the Contracting Officer, listing their duties, responsibilities, and authorities. Furnish such information in writing to the State Administrative Officer.
3. Provide necessary facilities, clerical personnel, and legal counsel for arranging for, and carrying out the installation of the works of improvement described in A.
4. Issue an invitation for bids which shall contain Service requirements, including Form SCS-AS-43, drawings and specifications, and Contracting Local Organization requirements when concurred in by the State Administrative Officer.
5. Receive, protect, and open bids. Determine the lowest qualified bidder and, with written concurrence of the State Administrative Officer, make award.
6. Secure written concurrence of the State Administrative Officer before approving the contractor's proposed workweek and time of day during which work will be performed, and before approving any changes in the approved workweek and time of day during which work will be performed.
7. Secure concurrence of the Government Representative before approving the construction schedule.
8. Secure written concurrence of the State Administrative Officer before approving the performance and payment bonds.
9. Secure written concurrence of the State Administrative Officer before approving subcontractors.
10. Secure written concurrence of the State Administrative Officer before issuing the notice to proceed.
11. Secure written concurrence of the State Administrative Officer before approving a waiver or an adaptation of any of the safety provisions.

12. Secure written concurrence of the State Administrative Officer before giving consent for the contractor to (a) assign the contract in whole or in part, or (b) assign any monies due or to become due under the contract.
13. Secure written concurrence of the State Administrative Officer before waiving the requirement for any material certification.
14. Secure concurrence of the State Administrative Officer before modifying the contract and Service concurrence before issuing suspend and resume work orders; modify the contract and issue suspend and resume work orders when recommended by the Service.
15. Pay the contractor as provided in the contract. Submit billings to the Service on Form AD-628.
16. Dispose of all claims resulting from the contract; secure prior written concurrence of the State Administrative Officer when Service funds are involved.
17. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award, source evaluation, and lawsuits. Such actions will be at the expense of the Contracting Local Organization, including any legal expenses. The Contracting Local Organization will advise, consult with, and obtain prior written concurrence of the Service on any such matters in which the Service could have a financial interest.
18. Hold and save the Service free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Contracting Local Organization under this agreement or resulting from the work provided for in this agreement.
19. Secure written concurrence of the State Administrative Officer before terminating the Contractor's right to proceed under the contract and declaring the contractor in default, and take such actions when requested to do so by the State Administrative Officer.
20. Be liable to the Service in the amount of \$ 52.50 per day for each and every calendar day completion of the work is delayed beyond the contract time. The Service shall have the right to withhold such amount out of any monies which may be then due or which may become due and payable to the Contracting Local Organization.

The liability in this clause 20 shall cease to exist to the extent that contract performance time is extended by a decision of the Contracting Officer on a contractor's claim and concurred in by the Service, or damages are remitted by court judgment unless such judgment results from actions of the Contracting Local Organization not concurred in by the Service.

21. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of the Service, assign and transfer to the Service any or all claims, demands, and causes of action of every kind whatsoever which the Contracting Local Organization has against the contractor or his sureties.
22. Arrange for and conduct final inspection of completed works of improvement with the Service to determine whether all work has been performed in accordance with contractual requirements. Secure written concurrence of the State Administrative Officer prior to notifying the contractor of the acceptance of the job.
23. Upon completion and acceptance of all work, when provided by the terms of the contract, obtain a written release from the contractor of all claims against the Contracting Local Organization arising by virtue of the contract, other than claims in stated amounts as may be specifically excepted by the contractor.
24. Retain all records dealing with the award and administration of the contract for three years from the date of the Contracting Local Organization's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. Make such records available to the Comptroller General of the United States or his duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts and transcriptions.
25. Comply with Federal Executive Order 11246 which is made a part of this agreement by reference; comply with the nondiscrimination provisions of the Equal Opportunity Clause and the Notice to Contracting Local Organizations of Requirement for Certifications of Non-segregated Facilities Clause attached hereto.
26. Make application to the Department of Revenue for the refund of any sales or use tax as provided in Section 422.45(7), Code of Iowa, as amended. Remit to the Service any refund of such sales tax in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Such remittance shall be made to the Service within twenty (20) calendar days after such refund has been made to the Contracting Local Organization.

D. The Service will:

1. Provide 50 percent of the cost of constructing the works of improvement described in A. This cost to the Service is estimated to be \$56,811.00.

2. Provide authorized assistance; such as, estimates of contract cost, length of contract period, results of tests and studies as may be available, site investigations, design and layout, and drawings and specifications.
3. Counsel with the Contracting Local Organization in preparing the invitation for bids and awarding and administering the contract.
4. Provide the services of a Government Representative.
5. Provide the services of Government Inspectors as necessary.
6. Make payment to the Contracting Local Organization covering the Service's share of the cost upon receipt and approval of Form AD-628, withholding the amount of damages sustained by the Service as provided for in this agreement.

E. It is mutually agreed that:

1. This agreement shall become null and void 90 calendar days after the date the Service has executed this agreement in the event a contract has not been awarded.
2. The State Administrative Officer may make adjustments in the estimated cost to the Service set forth in D.1 for constructing the works of improvement. Such adjustments may increase or decrease the amount of estimated funds which are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment shall change the cost-sharing assistance to be provided by the Service as set forth in D.1, nor reduce funds below the amount required to carry out the Service's share of the contract.
3. The contract for constructing the work described in Section A will not be awarded to the Sponsors, the Contracting Local Organization, or firms in which any official of such organizations or any member of such official's immediate family, has direct or indirect interests in the pecuniary profits or contracts of such firms.
4. In the event of default, any additional funds required to assure completion of the job will be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement; and any excess costs collected from the defaulting contractor, or his surety, will be prorated between the Contracting Local Organization and the Service in the same ratio as construction funds are contributed under the terms of the agreement.

5. Additional funds, properly allocable as construction costs as determined by the Service, required as a result of a decision of the Contracting Officer or a court judgment in favor of the contractor, will be provided in the same ratio as construction funds are contributed under the terms of this agreement. The Service will not be obligated to contribute funds under any agreement or commitment made by the Contracting Local Organization without prior concurrence of the Service.
6. The Service may terminate this agreement in whole or in part when it is determined by the Service that the Sponsors or the Contracting Local Organization have failed to comply with any of the conditions of this agreement. The Service shall promptly notify the Sponsors and Contracting Local Organization in writing of the termination and reasons for the termination, together with the effective date. Payments made by or recoveries made by the Service under this termination shall be in accord with the legal rights and liabilities of the Service, Contracting Local Organization and Sponsors.
7. This agreement may be temporarily suspended by the Service if it determines that corrective action by the Contracting Local Organization or the Sponsors is needed to meet the provisions of this agreement. Further, the Service may suspend this agreement when it is evident that a termination is pending.
8. The Service, in its sole discretion, may refuse to cost share should the Contracting Local Organization, in administering the contract, elect to proceed without obtaining concurrence as set out in Section C of this agreement.
9. No Member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
10. The furnishing of the administrative and technical services by the Service as set out in D.2 through D.5 is contingent upon the continuing availability of appropriations by the Congress from which payment may be made and shall not obligate the Service upon failure of the Congress to so appropriate.

CLARKE COUNTY CONSERVATION BOARD

BY: _____

TITLE: _____

DATE: _____

This action authorized at an official
meeting of _____

on the _____ day of _____,
19____, at _____,
State of _____

(Signature)

(Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

BY: _____

TITLE: State Conservationist

DATE: _____

1213 Fifth Avenue, Shenandoah, IA 51601

RC&D - District Conservationist's Meeting at
1:00 P.M.

August 25, 1977

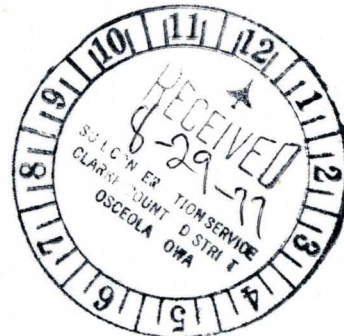
District Conservationists, Southern Iowa RC&D

The district conservationists, Southern Iowa RC&D, should plan to meet at the Creston Project Office at 1:00 P.M. on August 30, 1977 to review RC&D progress and project activity for next year.

Area APO items and the area training plan will be discussed. I will want your input as to what you feel should be emphasized on the area level and area training needs.



Erwin O. Aust
Area Conservationist



820A N. Main Street, Osceola, Iowa 50213

AS - Agreement - East Lake Park C.A.T.
No. 197 Southern Iowa RC&D

September 23, 1977

Donald K. Ummel
State Administrative Officer

I have attached four copies of the Abstract of Proposals received on the East Lake Park RC&D project. The Clarke County Conservation Board recommended that the low bid submitted by Central Iowa Grading, Inc. be accepted.

Keith A. Ticknor

Keith A. Ticknor
District Conservationist

cc: Erwin Aust, Area Conservationist
Larry Dorgan, Civil Engineer

820A N. Main Street, Osceola, Iowa 50213

AS-Agreement - East Lake Park C.A.T.
No. 197 Southern Iowa R.C.&D.

October 19, 1977

Donald K. Ummel
State Administrative Officer

Enclosed are the following:

1. Amendment to project agreement AG19SCS-00869.
2. S.O. copy of the contract (Form SCS-AS-41)
3. Letter to the contractor from the County Conservation Board indicating formal acceptance of his bid.
4. Copy of a letter designating Harold Bonnett, Acting Contracting Officer. This action was necessary because Frank Riley is in the hospital and Melvin Goeldner will be out of town for approximately ten days.

Keith A. Ticknor

Keith A. Ticknor
District Conservationist

cc: Erwin O. Aust, Area Conservationist
Larry Dorgan, Civil Engineer

Enclosure

820A N Main Street, Osceola, Iowa 50213

AS-Agreements - East Lake Park C.A.T. No. 197,
Southern Iowa RC&D

June 30, 1977

Donald K. Ummel
State Administrative Officer

Representatives of the Soil Conservation Service and Clarke County Conservation Board made an on-site review of the East Lake Park RC&D Project area to determine the adequacy of land rights and to determine the arrangements necessary for the removal, relocation and salvaging of materials and utilities.

The review was made by Melvin Goeldner, Chairman, Clarke County Conservation Board, Frank Riley, Executive Director, Clarke County Conservation Board and Keith Ticknor, Soil Conservation Service, District Conservationist on June 30, 1977.

Keith A. Ticknor

Keith A. Ticknor
District Conservationist

cc: Erwin O. Aust
Area Conservationist

820A N. Main Street, Osceola, Iowa 50213

AS-Agreements - East Lake Park C.A.T. No. 197,
Southern Iowa RC&D

June ³20, 1977

Donald K. Ummel
State Administrative Officer

Forms Iowa-WS-5 and Iowa-WS-4 were completed for all the land in the drainage area above the East Lake Park reservoir February 12, 1975. These forms are on file in the Osceola Field Office.

The land treatment data shows that more than 50 percent of the farm land in the drainage area above the East Lake Park reservoir is under agreement with the Soil Conservation District. It also shows that more than 75 percent of all the land in the drainage area is adequately treated.

Keith A. Ticknor
Keith A. Ticknor
District Conservationist

cc: Erwin O. Aust
Area Conservationist

820A N. Main Street, Osceola, Iowa 50213

AS-Agreements - East Lake Park C.A.T. No. 197,
Southern Iowa RC&D

July 11, 1977

Donald K. Ummel
State Administrative Officer

I have attached three manually signed copies of the project agreement for the East Lake Park RC&D Measure No. 197.

The Clarke County Conservation Board has appointed their contracting officer and their acting contracting officer. These names will be forwarded to you as soon as the proper letter is prepared.

Keith A. Ticknor

Keith A. Ticknor
District Conservationist

cc: Erwin O. Aust
Area Conservationist

Attachment



Clark Co. Cons. Bd.

STATE Iowa
RC&D AREA Southern Iowa
PROJECT MEASURE East Lake Park
Critical Area Treatment & Recreation
Facilities #197
CONTRACT NO. AG19scs-00869

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

AMENDMENT NO. 1 TO PROJECT AGREEMENT

The Service's share of construction costs is hereby changed as follows:

	<u>From</u>	<u>To</u>
Service	\$59,464.71	\$73,000

Purpose: To provide funds to accept an acceptable bid higher than the engineer's estimate.

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

BY: *William J. Dineen*

TITLE: State Conservationist

DATE: September 22, 1977

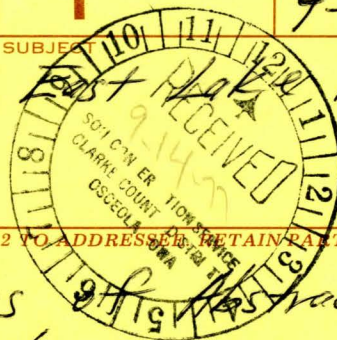
TO

1

9-13-77

FROM

SUBJECT



Keith Ticknor

Oscola

L.L. Dorgan

Creston

Park

MESSAGE (WRITE CONCISE MESSAGE. SIGN AND FORWARD PARTS 1 AND 2 TO ADDRESSEE. RETAIN PART 3)

Attached are the 4 copies of abstract of bids for East Lake. Linda needs to sign these as well as marking whether there was newspaper advertising. Melvin will have to make a recommendation on acceptance and sign. This should be done on all 4 copies. You can then forward these to Rich Rovang @ D.M. I have also attached 4 copies of the abstract for your use.

SIGNATURE

REPLY (USE THIS SPACE FOR REPLY. SIGN AND DATE, RETURN PART 2 TO SENDER. RETAIN PART 1)

Sent to D.M. 9/23/77

Val

SIGNATURE

DATE

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

823 Federal Building, Des Moines, Iowa 50309

August 30, 1976

Mr. Melvin H. Goeldner
Chairman
Clarke County Conservation Board
209 East Pearl
Osceola, Iowa 50213



✓ Mr. Glen L. Kimes
Chairman
Clarke County Soil Conservation
District
820A North Main Street
Osceola, Iowa 50213

Gentlemen:

The East Lake Park RC&D Measure Plan #197, Southern Iowa RC&D Project, has been approved for installation. Construction of measures included in the plan is dependent upon availability of both RC&D and local funds.

A copy of the plan is attached.

Sincerely,

William J. Brune
State Conservationist

Attachment
Signature copy of Plan



UNITED STATES DEPARTMENT OF AGRICULTURE

SOIL CONSERVATION SERVICE

693 Federal Building, Des Moines, Iowa 50309

August 23, 1977

Mr. Melvin Goeldner, Contracting Officer
Clarke County Conservation Board
Court House
Osceola, Iowa 50213

Dear Mr. Melvin Goeldner:

Subject: East Lake Park RC&D - Invitation No. IA-6002-CCB-53-2

Enclosed are 150 copies of the "Notice to Prospective Bidders - Construction" which should be sent to those names on the mailing list. The mailing list includes contractors from Illinois, Iowa, Kansas, Minnesota, Missouri, Nebraska, South Dakota and Wisconsin. These notices should be released in the mail on September 24, 1977. You may also know of a few contractors not on the mailing list who would be qualified and interested in receiving a copy of the notice.

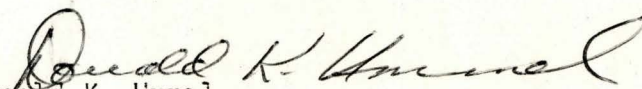
Thirty completely assembled copies of the Invitation for Bids, except drawings, will be sent under separate cover. Also enclosed will be fifteen extra bid schedules to give to contractors for use at the bid opening. When you receive a request for a copy of an Invitation for Bids, attach a set of the drawings (which were previously sent to your District Conservationist), comply with the request and keep a list of names and addresses of those receiving an invitation for bids. We suggest that the drawings and specifications be judiciously distributed so as not to run out of your supply; however, if there is a heavy bona fide demand and your supply seems as if it will be depleted, contact Mr. Erwin Aust, Area Conservationist. Incidentally, you are not allowed to sell the drawings and/or specifications to prospective bidders or others.

Please post a copy of the Notice to Prospective Bidders in the post office, court house and/or other public place.

You may, if you desire, advertise in newspapers. However, the information published must be consistent with that contained in the "Notice to Prospective Bidders".

This letter constitutes my approval of the subject invitation for bids.

Sincerely,


Donald K. Urrel
State Administrative Officer

Encl.



UNITED STATES DEPARTMENT OF AGRICULTURE

SOIL CONSERVATION SERVICE

693 Federal Building, Des Moines, Iowa 50309

July 20, 1977

Mr. Melvin Goeldner, Contracting Officer
Clarke County Conservation Board
Court House
Osceola, Iowa 50213

Dear Mr. Melvin Goeldner:

Subject: East Lake Park RC&D - Invitation No. IA-6002-CCB-53-1

Enclosed are 150 copies of the "Notice to Prospective Bidders - Construction" which should be sent to those names on the mailing list. The mailing list includes contractors from Illinois, Iowa, Kansas, Minnesota, Missouri, Nebraska, South Dakota and Wisconsin. These notices should be released in the mail on July 21, 1977. You may know of a few contractors not on the mailing list who would be qualified and interested in receiving a copy of the notice.

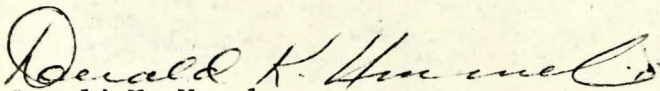
Thirty completely assembled copies of the Invitation for Bids, except drawings, will be sent under separate cover. Also enclosed will be fifteen extra bid schedules to give to contractors for use at the bid opening. When you receive a request for a copy of an Invitation for Bids, attach a set of the drawings (which were previously sent to your District Conservationist), comply with the request and keep a list of names and addresses of those receiving an invitation for bids. We suggest that the drawings and specifications be judiciously distributed so as not to run out of your supply; however, if there is a heavy bona fide demand and your supply seems as if it will be depleted, contact Mr. Erwin Aust, Area Conservationist. Incidentally, you are not allowed to sell the drawings and/or specifications to prospective bidders or others.

Please post a copy of the Notice to Prospective Bidders in the post office, court house and/or other public place.

You may, if you desire, advertise in newspapers. However, the information published must be consistent with that contained in the "Notice to Prospective Bidders".

This letter constitutes my approval of the subject invitation for bids.

Sincerely,


Donald K. Ummel
State Administrative Officer

Encl.



CLARKE COUNTY CONSERVATION BOARD
COURT HOUSE
OSCEOLA, IOWA 50213

JULY 21, 1977

NOTICE TO PROSPECTIVE BIDDERS - CONSTRUCTION

SEALED BIDS, IN SINGLE COPY ONLY, WILL BE RECEIVED AT THE CLARKE COUNTY SOIL CONSERVATION DISTRICT, 820 A NORTH MAIN STREET, OSCEOLA, IOWA 50213 UNTIL 11:00 A.M., LOCAL TIME AT PLACE OF BID OPENING, AUGUST 19, 1977, AND THEN BE PUBLICLY OPENED AND READ FOR THE CONSTRUCTION OF ONE (1) MULTIPLE PURPOSE DAM AND ONE (1) GRADE STABILIZATION STRUCTURE AT EAST LAKE PARK IN THE SOUTHERN IOWA RESOURCE CONSERVATION AND DEVELOPMENT PROJECT, LOCATED APPROXIMATELY ONE (1) MILE EAST OF OSCEOLA, CLARKE COUNTY, IOWA.

THE ESTIMATED QUANTITIES OF THE MAJOR ITEMS OF WORK ARE:

4,517 CU. YDS. EXCAVATION	10.6 ACRES SEEDING & MULCHING
56,466 CU. YDS. EARTHFILL	2 TRASH RACKS
174 CU. YDS. DRAIN FILL	1 CANTILEVER OUTLET SUPPORT
1,924 TONS ROCK	1 TIMBER SUPPORT-PROPPED OUTLET
375 CU. YDS. BEDDING, GRAVEL	CLEARING AND GRUBBING
1,970 SQ. YDS. TOPSOILING	STRUCTURE REMOVAL
200 LIN. FT. R/C PIPE, 30" DIAM.	REMOVAL OF WATER
300 LIN. FT. ASBESTOS-CEMENT PIPE	17.2 CU. YDS. CONCRETE
6" DIAM.	1,261 POUNDS STEEL REINFORCEMENT
112 LIN. FT. CORRUGATED METAL PIPE	OTHER MINOR ITEMS
(8" AND 30" DIAM.)	

ALL BIDS IN EXCESS OF \$5,000 MUST BE ACCOMPANIED, IN A SEPARATE ENVELOPE, BY BID BOND, CERTIFIED CHECK, OR CASH IN AN AMOUNT NOT LESS THAN TEN PERCENT (10%) OF THE AMOUNT BID.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO EXECUTE A FORMAL CONTRACT. IF THE BID IS IN EXCESS OF \$5,000 THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A PERFORMANCE BOND IN THE AMOUNT OF 100% OF THE TOTAL AMOUNT OF THE CONTRACT. IF THE BID EXCEEDS \$25,000 THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A PAYMENT BOND IN THE AMOUNT OF EITHER 50% FOR BIDS OF \$100,000 OR LESS, OR 100% FOR BIDS IN EXCESS OF \$100,000 OF THE TOTAL AMOUNT OF THE CONTRACT.

A CONTRACT WILL NOT BE AWARDED TO A FIRM IN WHICH ANY OFFICIAL OF THE SPONSORING LOCAL ORGANIZATION, THE CONTRACTING LOCAL ORGANIZATION, OR ANY MEMBER OF SUCH OFFICIAL'S IMMEDIATE FAMILY HAS DIRECT OR INDIRECT INTEREST IN THE PECUNIARY PROFITS OR CONTRACTS OF SUCH FIRM.

THE ESTIMATED PRICE RANGE FOR THE WORK IS \$75,000 TO \$125,000.

ALL WORK SHALL BE COMPLETED WITHIN 96 CALENDAR DAYS AFTER THE DATE OF RECEIPT OF NOTICE TO PROCEED.

(OVER)

ARRANGEMENTS TO INSPECT THE SITES MAY BE MADE BY CONTACTING MR. MELVIN GOELDNER, CONTRACTING OFFICER FOR THE CLARKE COUNTY CONSERVATION BOARD, OSCEOLA, IOWA (PHONE (515) 342-2917).

COMPLETE ASSEMBLY OF THE INVITATION FOR BIDS MAY BE OBTAINED FROM THE CONTRACTING OFFICER FOR THE CLARKE COUNTY CONSERVATION BOARD, AT THE SOIL CONSERVATION DISTRICT OFFICE, 820 A NORTH MAIN STREET, OSCEOLA, IOWA (PHONE (515) 342-2917).

PROSPECTIVE BIDDERS MAY ASSEMBLE IN THE OFFICE OF THE CLARKE COUNTY CONSERVATION DISTRICT, 820 A NORTH MAIN STREET, OSCEOLA, IOWA ON AUGUST 4, 1977, FOR A GROUP SHOWING OF THE SITES. THE GROUP WILL LEAVE OSCEOLA AT 11:00 A.M. IF YOU ARE UNABLE TO ATTEND THIS SHOWING, ARRANGEMENTS TO INSPECT THE SITES MAY BE MADE WITH MR. MELVIN GOELDNER, CONTRACTING OFFICER, CLARKE COUNTY CONSERVATION BOARD, COURT HOUSE, OSCEOLA, IOWA (PHONE (515) 342-2917).

ALL BIDS IN EXCESS OF \$2,000 MUST BE ACCOMPANIED, IN A SEPARATE ENVELOPE, BY BID BOND, CERTIFIED CHECK, OR CASH IN AN AMOUNT NOT LESS THAN TEN PERCENT (10%) OF THE AMOUNT BID.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO EXECUTE A FORMAL CONTRACT. IF THE BID IS IN EXCESS OF \$2,000 THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A PERFORMANCE BOND IN THE AMOUNT OF 10% OF THE TOTAL AMOUNT OF THE CONTRACT. IF THE BID EXCEEDS \$25,000 THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A PAYMENT BOND IN THE AMOUNT OF EITHER 50% BIDS OF \$100,000 OR LESS, OR 100% FOR BIDS IN EXCESS OF \$100,000 OF THE TOTAL AMOUNT OF THE CONTRACT.

A CONTRACT WILL NOT BE AWARDED TO A FIRM IN WHICH ANY OFFICIAL OF THE SPONSORING LOCAL OR NATIONAL ORGANIZATION, THE CONTRACTING LOCAL ORGANIZATION, OR ANY MEMBER OF SUCH ORGANIZATION'S IMMEDIATE FAMILY HAS DIRECT OR INDIRECT INTEREST IN THE PERFORMANCE OF THE CONTRACT.

THE ESTIMATED PRICE RANGE FOR THE WORK IS \$25,000 TO \$125,000. ALL WORK SHALL BE COMPLETED WITHIN 90 CALENDAR DAYS AFTER THE DATE OF AWARD. NO WORK TO BE DONE AFTER 5:00 P.M.

(OVER)

UNITED STATES DEPARTMENT OF AGRICULTURE

SOIL CONSERVATION SERVICE

693 Federal Building, Des Moines, Iowa 50309

Wal

August 9, 1977

Mr. Melvin Goeldner, Contracting Officer
Clarke County Conservation Board
820 A. North Main Street
Osceola, Iowa 50213

Dear Mr. Goeldner:

Subject: Amendment No. 1 to Invitation No. IA-6002-CCB-53-1
East Lake Park

Enclosed are 40 copies of the subject Amendment. This Amendment is self-explanatory.

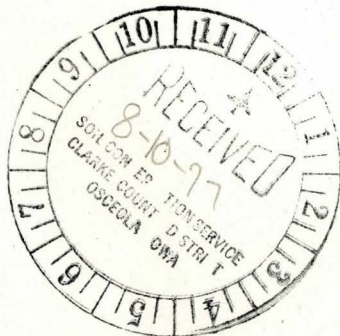
Please mail one copy to each prospective bidder or material supplier who has already asked for and received a complete Invitation for Bids. Attach a copy to each Invitation for Bids subsequently issued to prospective bidders.

Sincerely,

Donald K. Ummel

Donald K. Ummel
State Administrative Officer

Encl.



CLARKE COUNTY CONSERVATION BOARD
COURT HOUSE
OSCEOLA, IOWA 50213

AUGUST 9, 1977

AMENDMENT NO. 1 TO INVITATION NO. IA-6002-CCCB-53-1 SCHEDULED TO BE OPENED AT 11:00 A.M., LOCAL TIME AT PLACE OF BID OPENING, AUGUST 19, 1977, FOR CONSTRUCTION OF ONE (1) MULTIPLE PURPOSE DAM AND ONE (1) GRADE STABILIZATION STRUCTURE IN THE EAST LAKE PARK IN THE SOUTHERN IOWA RESOURCE CONSERVATION AND DEVELOPMENT PROJECT, LOCATED APPROXIMATELY ONE (1) MILE EAST OF OSCEOLA, CLARKE COUNTY, IOWA.

1. Prospective bidders are hereby advised of a possible omission in the specifications. Construction Specification "24. Drain Fill" of the subject Invitation for Bids may have been inadvertently omitted from some of the Invitations. If your Invitation is missing this specification insert the attached Construction Specification "24. Drain Fill", sheets 24-1, 24-2, 24-3, and 24-4 following Construction Specification "23. Earth Fill Embankment", sheet 23-9.
2. All other conditions of this Invitation for Bids remain the same.

Melvin Goeldner
Contracting Officer

CONSTRUCTION SPECIFICATION

24. DRAIN FILL

1. SCOPE

The work shall consist of furnishing, placing and compacting drain fill required in the construction of structure drains and filters.

2. MATERIALS

Drain fill materials shall conform to the requirements of Material Specification 521. At least 30 days prior to delivery of the materials to the site the Contractor shall inform the Contracting Officer in writing of the source from which he intends to obtain them. The Contractor shall provide the Engineer free access to the source for the purpose of obtaining samples for testing.

3. BASE PREPARATION

Foundation surfaces and trenches shall be clean and free of organic matter, loose soil, foreign substances, and standing water when the drain fill is placed. Earth surfaces upon or against which drain fill will be placed shall not be scarified.

4. PLACEMENT

Drain fill shall not be placed until the subgrade has been inspected and approved by the Engineer. Drain fill shall not be placed over or around pipe or drain tile until the installation of the pipe or tile has been inspected and approved.

Drain fill shall be placed uniformly in layers not more than 12 inches deep before compaction. When compaction is accomplished by manually controlled equipment, the layers shall be not more than 8 inches deep. The material shall be placed in a manner to avoid segregation of particle sizes and to insure the continuity and integrity of all zones. No foreign materials shall be allowed to become intermixed with or otherwise contaminate the drain fill.

Traffic shall not be allowed to cross over drains at random. Equipment crossovers shall be maintained, and the number and location of such crossovers shall be established and approved prior to the beginning of drain fill placement. Each crossover shall be cleaned of all contaminating materials and shall be inspected and approved by the Engineer before additional drain fill is placed.

(24-1)

Any damage to the foundation surface or to the sides or bottoms of trenches occurring during placement of drain fill shall be repaired before drain fill placement is continued.

The upper surface of drain fill constructed concurrently with adjacent zones of earth fill shall be maintained at an elevation at least one foot above the upper surface of the adjacent fill.

Drain fill over or around pipe or drain tile shall be placed in a manner to avoid any displacement of the pipe or tile in line or grade.

5. CONTROL OF MOISTURE

The moisture content of drain fill materials shall be controlled as specified in Section 9. When the addition of water is required, it shall be applied in such a way as to avoid excessive wetting of adjacent earth fill. Except as specified in Section 9, control of the moisture content will not be required.

6. COMPACTION

Drain fill shall be compacted according to the following requirements for the class of compaction specified:

Class A compaction. Each layer of drain fill shall be compacted to a relative density of not less than 70 percent as determined by ASTM Method D 2049-64T.

Class I compaction. Each layer of drain fill shall be compacted by at least 2 passes, over the entire surface, of a steel-drum vibrating roller weighing not less than 5 tons and exerting a vertical vibrating force of not less than 20,000 pounds at least 1200 times per minute, or by an approved equivalent method.

Class II compaction. Each layer of drain fill shall be compacted by one of the following methods or by an approved equivalent method:

- a. At least 2 passes, over the entire surface, of a pneumatic-tired roller exerting a pressure of not less than 75 pounds per square inch.
- b. At least 4 passes, over the entire surface, of the track of a crawler-type tractor weighting not less than 20 tons.

(24-2)

- c. Controlled movement of the hauling equipment so that the entire surface is traversed by not less than one tread track of the loaded equipment.

Class III compaction. No compaction will be required beyond that resulting from the placing and spreading operations.

When compaction other than Class III compaction is specified materials placed in trenches or other locations inaccessible to heavy equipment shall be compacted by means of manually controlled pneumatic or vibrating tampers or by approved equivalent methods.

7. TESTING

The Engineer will perform such tests as are required to verify that the drain fill materials and the drain fill in place meet the requirements of the specifications. These tests are not intended to provide the Contractor with the information he needs to assure that the materials and workmanship meet the requirements of the specifications, and their performance will not relieve the Contractor of the responsibility of performing his own tests for that purpose.

8. MEASUREMENT AND PAYMENT

For items of work for which specific unit prices are established in the contract, the volume of drain fill within the neat lines shown on the drawings or limits established by the Engineer will be measured and computed to the nearest cubic yard. Where the Engineer directs placement of drain fill outside the neat lines to replace unsuitable foundation materials, the volume of such drain fill will be included, but only to the extent that the unsuitable condition is not a result of the Contractor's operations.

Payment for drain fill will be made at the contract unit price for each type of drain fill, complete in place. Except as otherwise specified in Section 9, such payment will constitute full compensation for all labor, materials, equipment and all other items necessary and incidental to the performance of the work.

Compensation for any item of work described in the contract but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in Section 9 of this specification.

(24-3)

9. ITEMS OF WORK AND CONSTRUCTION DETAILS

Items of work to be performed in conformance with this specification and the construction details therefore are:

a. Bid Item 8, Drain Fill, Coarse Type

- (1) This item shall consist of the coarse aggregate used in the foundation drains at the locations shown on the drawings.
- (2) The porous material shall be graded as follows:

<u>U. S. Sieve Designation</u>	<u>Percent Passing Sieve</u>
1½	100
¾	50-100
1/2	37-100
3/8	24-81
No. 4	0-30
No. 8	0-15
No. 16	0-5
No. 100	0-3

- (3) Compaction shall be Class III.



Natural Resources Council

Grimes State Office Building
East 14th and Grand
Des Moines, Iowa 50319

MAR 10 1977

JAMES R. WEBB, Director

March 7, 1977

Mr. Melvin H. Goeldner, Chairman
Clarke County Conservation Board
209 E. Pearl Street
Osceola, Iowa 50213

Clarke Co.

Re: Restoration of East Lake Dam and Spillway

Dear Mr. Goeldner:

Reference is made to your application for construction approval of certain works on the floodway or flood plains. The construction of your proposed works in accordance with the material submitted was approved by the Iowa Natural Resources Council at its meeting held on March 7, 1977.

The material applicable to the works approved is enclosed. The copy of Iowa Natural Resources Council Form No. 2 enclosed should be returned within 30 days after the date of completion.

Please note the conditions under which Council orders are granted. If you have any questions regarding the action taken, please feel free to contact us.

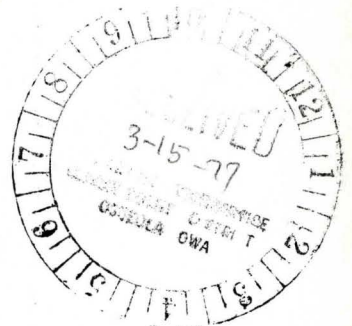
Sincerely,

James R. Webb
James R. Webb
Director

JRW/djs/ay

Enclosures: Council Order No. 77-54
Approved Application and Plans
INRC Form No. 2

cc: Wm. J. Brune, State Conservationist
Erwin O. Aust, Area 7 Conservationist
Jackie O. Langford



STATE OF IOWA
BEFORE THE IOWA NATURAL RESOURCES COUNCIL

IN THE MATTER OF THE APPLICATION OF)
CLARKE COUNTY CONSERVATION BOARD) ORDER NO. 77-54
)

* * * * *

This matter has come on for final consideration by the Iowa Natural Resources Council at a meeting on **the 7th day of March, 1977.**

WHEREAS, the Iowa Natural Resources Council, acting under the authority of Chapter 455A, Code of Iowa, 1975, as amended, finds that the construction, operation, and maintenance of a dam and impoundment known as East Lake in the E 1/2 SW 1/4 of Section 16, T72N, R25W, Clarke County, Iowa, in accordance with the application, plans, and specifications for restoration of this structure submitted by the Clarke County Conservation Board, Osceola, Iowa, will not adversely affect the efficiency of or unduly restrict the capacity of the floodway, adversely affect the control, development, protection, allocation, or utilization of water resources of the State, adversely affect or interfere with the state comprehensive plan for water resources, an approved local water resources plan, or flood control in the State.

IT IS THEREFORE ORDERED by the Iowa Natural Resources Council that the aforementioned application, plans, and specifications which are made a part of this order be and are hereby approved subject to the following conditions:

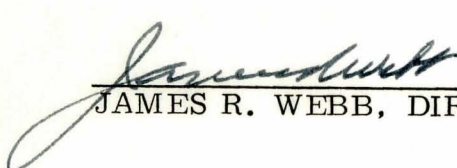
- (1) no material change in the construction shall be undertaken or made unless first authorized by the Iowa Natural Resources Council;
- (2) this order may be revoked by the Iowa Natural Resources Council if construction is not completed within **three (3) years** of the date of issue;
- (3) notification of completion of construction shall be made to the Iowa Natural Resources Council within thirty days after completion;

- (4) the applicant shall be responsible for proper maintenance;
- (5) no legal or financial responsibility arising from the construction or maintenance of the approved works shall attach to the State of Iowa or the Iowa Natural Resources Council due to the issuance of this order;
- (6) the applicant shall be responsible for obtaining such other governmental licenses, permits or approvals and such lands, easements and rights-of-way as are required for the construction, operation, and maintenance of the approved works;
- (7) a water permit shall be obtained from the Water Commissioner, Iowa Natural Resources Council for the permanent storage of water by the structure.

BE IT FURTHER ORDERED that the Director of the Iowa Natural Resources Council be and is hereby authorized and directed to provide and deliver to the applicant a true and correct exhibit of this determination, duly certified by him to be a true and correct exhibit of the proceedings of the Iowa Natural Resources Council in respect to this application at a meeting of the Iowa Natural Resources Council held on the date hereinabove indicated.

CERTIFICATION

I, JAMES R. WEBB, do hereby certify that I am the duly appointed and acting Director of the Iowa Natural Resources Council and that the foregoing is a true and correct exhibit of the proceedings of the Iowa Natural Resources Council in respect to this application at a meeting held on the 7th day of March, 1977.


JAMES R. WEBB, DIRECTOR

March 7, 1977

**ABSTRACT OF PROPOSALS
RECEIVED**

EAST LAKE PARK RC&D

AT Osceola, Iowa

(PLACE OF OPENING)

IA-6002-

DATE OPENED 9/12/77 INV. NO CCCCB-53-2**ADDENDA TO BE ACKNOWLEDGED:**NOS. NoneTotal Bid \$ 132,548.39Total Bid \$ 133,810.55

ACCEPTANCE PERIOD

60 days

60 days

ADDENDA NUMBERS ACKNOWLEDGED

BID GUARANTEE (Type and Amount)

Bond - 20%

Bond - 10%

DELIVERY PERIOD

DISCOUNT

ITEM NO.	WORK OR MATERIAL	QUANTITY AND UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1.	Mobilization	1 Job	XXX	3552.00	XXX	2000.00
TOTAL BID-DIVISION I - MOBILIZATION				3552.00		2000.00
DIVISION II - CONSTRUCTION						
SITE 1						
✓ 2.	Clearing & Grubbing	1 Job	XXX	2200.00	XXX	3000.00
✓ 3.	Structure Removal	1 Job	XXX	1590.00	XXX	2000.00
4.	Removal of Water	1 Job	XXX	1500.00	XXX	1000.00
✓ 5.	Excavation, Common	3,171 Cu.Yd.	1.00	3171.00	1.00	3171.00
✓ 6.	Excavation, Channel, Common	1,106 Cu.Yd.	1.00	1106.00	1.00	1106.00
✓ 7.	Earth Fill, Embankment	54,516 Cu.Yd.	0.78	42522.48	0.80	43612.80
8.	Drain Fill, Coarse Type	174 Cu.Yd.	16.90	2940.60	21.50	3741.00
✓ 9.	Salvaging & Spreading Topsoil	1,970 Sq. Yd.	0.168	330.96	0.70	1379.00
10.	Concrete, Class 4000X	17.2 Cu.Yd.	350.00	6020.00	400.00	6880.00
11.	Cantilever Outlet Support	1 Job	XXX	1430.00	XXX	1400.00
12.	Steel Reinforcement	1,261 Pounds	0.45	567.45	0.65	819.65
✓ 13.	Reinforced Concrete Pressure Pipe, Principal Spillway Conduit, 30" Diam.	200 Lin.Ft.	70.00	14000.00	75.00	15000.00

SHEET 2 OF 3 SHEETS

CONTINUATION SHEET

ABSTRACT OF PROPOSALS

RECEIVED

INV. NO. IA-6002-CCCB-53-2

Name and Address of Bidder:

Central Iowa Grading, Inc.

Box 1091

Des Moines, Iowa 50311

Name and Address of Bidder:

Keith E. Kent

Lucas

Iowa 50151

ITEM NO.	WORK OR MATERIAL	QUANTITY AND UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
✓ 14.	Asbestos-Cement Pipe, Foundation Trench	40 Lin.Ft.	10.80	432.00	10.00	400.00
	Drain Outlet, 5" Diam.					
15.	Asbestos-Cement Pipe, Foundation Trench	260 Lin.Ft.	10.80	2808.00	14.00	3640.00
	Drain Collector, 5" Diam.					
18.	Corrugated Iron or Steel Pipe, Foundation Trench Drain Outlet, 8" Diam.	24 Lin.Ft.	11.00	264.00	7.00	168.00
19.	Trash Rack	1 Job	XXX	660.00	XXX	800.00
21.	Seeding & Mulching	10.0 Acres	1250.00	12500.00	600.00	6000.00
22.	Rock, Slope Protection	1,554 Tons	10.50	16317.00	10.65	16550.10
23.	Bedding, Slope Protection	319 Cu.Yd.	16.90	5391.10	20.00	6380.00
24.	Rock, Stilling Basin	370 Tons	10.50	3885.00	14.00	5180.00
25.	Bedding, Stilling Basin	56 Cu.Yd.	16.90	946.40	20.00	1120.00
TOTAL	BID - SITE 1			\$120,581.99		\$123,347.55
	SITE 2					
2.	Clearing & Grubbing	1 Job	XXX	450.00	XXX	850.00
5.	Excavation, Common	240 Cu.Yd.	0.60	144.00	0.90	216.00
7.	Earth Fill, Embankment	1,950 Cu.Yd.	0.60	1170.00	0.70	1365.00
16.	Corrugated Iron or Steel Pipe, Principal Spillway Conduit, 30" Diam.	88 Lin.Ft.	42.05	3700.40	44.00	3872.00
17.	Corrugated Iron or Steel Pipe, Vertical Inlet Assembly	1 Job	XXX	1000.00	XXX	600.00
19.	Trash Rack	1 Job	XXX	700.00	XXX	700.00
20.	Timber Support-Proppped Outlet	1 Each	500.00	500.00	500.00	500.00
21.	Seeding & Mulching	0.6 Acres	1250.00	750.00	600.00	360.00
TOTAL	BID - SITE 2			\$8,414.40		\$8,463.00

INV. NO. IA-6002-CCCB-53-2 Des Moines, Iowa 50311

[illegible]

TO

Keith Edwards
Osceola

NOV 20 1978

1

11-17-78

FROM

L.L. Dorgan
Creston

SUBJECT

East Lake Park
Tax Refund

MESSAGE (WRITE CONCISE MESSAGE. SIGN AND FORWARD PARTS 1 AND 2 TO ADDRESSEE. RETAIN PART 3)

Attached are 2 copies of the ST-172 form for the contractor and his 2 sub-contractors. I have also attached 2 copies of the ST-173 form which the Conservation Bd. can use in getting the refund.

After they receive the refund a check for 50% of the refunded amount should be sent to Don Hummel's office. The check should be made out to Soil Conservation Service, USDA. A copy of the ST-173 form should also be sent to D.M. when the check is sent.

SIGNATURE

REPLY (USE THIS SPACE FOR REPLY. SIGN AND DATE. RETURN PART 2 TO SENDER. RETAIN PART 1)

mailed to Frank
11-29-78

SIGNATURE

DATE

TO

Keith Edwards

OCT 03 1978

10-2-78



Oscala

SUBJECT

East Lake Park

FROM

L.L. Dorgan
Creston

MESSAGE (WRITE CONCISE MESSAGE. SIGN AND FORWARD PARTS 1 AND 2 TO ADDRESSEE. RETAIN PART 3)

Attached is pay est. # 7 for East Lake.
Please have C.O. sign and date all 4 copies
of the SF 270 formx and send to
Joe Beacom @ D.M. for processing.

SIGNATURE

Lawrence L. Dorgan

REPLY (USE THIS SPACE FOR REPLY. SIGN AND DATE. RETURN PART 2 TO SENDER. RETAIN PART 1)

SIGNATURE

DATE

U.S. DEPARTMENT OF AGRICULTURE

SPEED-MEMO

PART NUMBER DATE

TO



Keith Edwards
Osceola

1

9-8-78

FROM

Larry Dorgan
Creston

SUBJECT

East Lake Park - RC & D

MESSAGE (WRITE CONCISE MESSAGE. SIGN AND FORWARD PARTS 1 AND 2 TO ADDRESSEE. RETAIN PART 3)

Attached is Contract Mod. # 5. Please have C.O. sign and date all 4 copies.

Return copy marked TSC to Joe Beacom @ P.M. The other 3 copies can be given to Leo Durce for securing contractor's signature. Contractor is to keep his copy and the copy marked S.O. can be returned to me.

SIGNATURE

REPLY (USE THIS SPACE FOR REPLY. SIGN AND DATE. RETURN PART 2 TO SENDER. RETAIN PART 1)

SIGNATURE

Frank W. Riley

DATE

Sept 11, 78

September 11, 1978

Mr. Donald K. Ummel
State Administrative Officer
Soil Conservation Service
693 Federal Building
Des Moines, Iowa 50309

Dear Mr. Ummel:

Mr. Ron Hutson was designated as Executive Officer for the
Clarke County Conservation Board at a previous meeting.

If you have any questions regarding this matter, please
let us know.

Sincerely,

Frank Riley

Mr. Frank Riley
Contracting Officer
Clarke County Conservation Board

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

SUBJECT: AS:- Agreements - Easements East Lake Park
RC&D Measure

DATE January 28, 1977

TO: Donald K. Unmel
State Administrative Officer

The items, needed to determine the adequacy of the easements for the East Lake Park RC&D Measure, that you requested in your letter dated January 12, 1977, are enclosed with this letter.

The area in the mortgage between Vickers and AVCO Financial Services includes the entire Vickers property. AVCO Financial Services signed the easement (see the Certificate of Acknowledgment attached to the easement), therefore, I would assume that no additional subordination agreement is required.

The Iowa State Conservation Commission owned East Lake Park prior to the time it was acquired by the County Conservation Board. The fence agreements referred to between the Iowa State Conservation Commission and the lands owned by Vickers and by Twombly are now between the County Conservation Board and Vickers and Twombly.

The easement from Vickers to Clarke Rural Water District No. 1 includes only a small area in front of Vickers' house for the installation of a meter pit. This area will not be affected by the RC&D project.

Twombly obtained an easement from Clarke County to construct a water line from the city limits to his house. This area will not be affected by the RC&D project either.

If you need additional information, I will forward it upon request.

Keith A. Ticknor
Keith A. Ticknor
District Conservationist

cc: Erwin O. Aust



693 Federal Building, Des Moines, Iowa 50309

AS - Agreements (RC&D)
East Lake Park

October 17, 1977

Erwin O. Aust, Area Conservationist
SCS, Shenandoah, Iowa

Along with a copy of this letter, we are sending the following amendment to project agreement directly to Keith Ticknor, District Conservationist at Osceola:

Amendment No. 1 to Project Agreement AG19scs-00869

Please secure the necessary signatures. At least three manually signed copies of the amendment should be returned to this office.

Donald K. Urmel
State Administrative Officer

cc: Keith Ticknor



Minutes

Special Meeting

8/21/79 7:30 pm

The Clarke County Conservation Board met for a special meeting with Soil Conservation Service Officials at East Lake Park.

Board Members present were Harold Bonnett, Frank Riley, Ron Whitham, and John O'neall. Absent were Jim Asmus. Also representing the Conservation Board was Executive Officer John Klein.

Guest from the S.C.S. were Keith Edwards, Adrian Fuller, and Roger Heirsmen: Contract Specialist from D.M.

C.C.C.B. and S.C.S. Officials jointly inspected the East Lake Dam and watershed project and found no serious flaws. This will be documented in a joint letter.

The meeting was then moved to the Courthouse and details of cost-sharing a design Engineers contract were outlined. The Service Agreement with S.C.S. was reviewed and will be voted on the Sept. 4 regular meeting along with a maintenance agreement and a contacting Officer designation.

As there was no further special business, the meeting adjourned at 9:50 p.m.

John Klein

STATE Iowa
RC&D PROJECT East Lake Park
CONTRACT NO. _____

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

AGREEMENT FOR SERVICES

THIS AGREEMENT, made this ____ day of _____, 1979, by and between the Clarke County Conservation Board, called the Sponsor, and the Contracting Local Organization; and the Soil Conservation Service, United States Department of Agriculture, called the Service.

WITNESSETH THAT:

WHEREAS, under the provisions of Title III of the Bankhead-Jones Farm Tenant Act, as amended (7 U.S.C. 1011) and of the Soil Conservation Act of 1935 (16 U.S.C. 590a-f), the Service is authorized to assist the Sponsor of project measures under the project plan of the East Lake Park Resource Conservation and Development Project.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor, the Contracting Local Organization, and the Service do hereby agree as follows:

- A. The following described engineering services are to be performed for the construction of recreation facilities at East Lake Park at an estimated cost of \$28,000:

Phase 1 - Preliminary Design. The estimated cost is \$4,000.

Phase 2 - Detail Design. The estimated cost is \$18,800.

Phase 3 - Final Design, Drawings and Specifications. The estimated cost is \$3,000.

Phase 4 - Services During Construction. The estimated cost is \$2,200.

- B. The Sponsor will:

1. Accept all financial and other responsibility for excess cost resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the engineering services described in A.

2. If applicable, complete the attached Clean Air and Water Certification, and comply with the attached Clean Air and Water Clause.

C. The Contracting Local Organization will:

1. Provide 50 percent of the cost of engineering services described in A. This cost to the Contracting Local Organization is estimated to be \$14,000.
2. Appoint a Contracting Officer, and an authorized representative who shall have authority to act for the Contracting Officer, listing their duties, responsibilities, and authorities. Furnish such information in writing to the State Administrative Officer.
3. Provide necessary facilities, clerical personnel, and legal counsel for arranging for, and carrying out the engineering services described in A.
4. Canvass available engineers and firms and after consultation with the State Administrative Officer, select engineers or firms qualified to perform the engineering services work.
5. Select the three best qualified engineers or firms and indicate the first, second and third choice. Secure written concurrence of the State Administrative Officer of the engineers or firms selected prior to beginning negotiations.
6. Prepare an engineering services contract containing Service requirements, and Contracting Local Organization requirements when concurred in by the State Administrative Officer.
7. Negotiate an engineering services contract using Service-approved methods of negotiation.
8. After obtaining written concurrence of the State Administrative Officer, award the engineering services contract.
9. Provide the Service with copies of correspondence, papers, and documents relating to negotiation, award and administration of the contract when requested by the State Administrative Officer.
10. Determine as the work progresses that it is being performed in accordance with contractual requirements; secure written concurrence of the State Administrative Officer prior to accepting the work or any part of the work.

11. Secure written concurrence of the State Administrative Officer before giving consent for the contractor to (a) assign the contract in whole or in part, (b) assign any monies due or to become due under the contract, or (c) subcontract any part of the work.
12. Secure concurrence of the State Administrative Officer before modifying the contract and Service concurrence before issuing suspend and resume work orders; modify the contract and issue suspend and resume work orders when recommended by the Service.
13. Pay the contractor as provided in the contract. Submit the billings to the Service on Form SF-270.
14. Dispose of all claims resulting from the contract; secure prior written concurrence of the State Administrative Officer when Service funds are involved.
15. Be liable to the Service for the damages sustained by the Service as a result of the contractor failing to complete the contract work within the specified contract time; the amount of such damages shall be withheld by the Service as the damages accrue from monies which may then be due or which may become due and payable to the Contracting Local Organization.
16. Hold and save the Service free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by it under this agreement or resulting from the work provided for in this agreement.
17. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or, upon request of the Service, assign and transfer to the Service any or all claims, demands, and causes of action of every kind whatsoever which the Contracting Local Organization has against the contractor.
18. Secure written concurrence of the State Administrative Officer before terminating the contract or the contractor's right to proceed under the contract, and take such actions when requested to do so by the State Administrative Officer.
19. Upon completion and acceptance of all work, when provided by the terms of the contract, obtain a written release from the contractor of all claims against the Contracting Local Organization arising by virtue of the contract, other than claims in stated amounts as may be specifically excepted by the contractor.

20. Retain all records dealing with the award and administration of the contract for three years from the date of the Contracting Local Organization's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. Make such records available to the Comptroller General of the United States or his duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts and transcriptions.

D. The Service will:

1. Provide 50 percent of the cost of engineering services described in A. This cost to the Service is estimated to be \$14,000.
2. Provide authorized assistance; such as, cost estimates, performance time estimates, engineering criteria, standard designs and specifications, and surveys as may be available.
3. Consult with and advise the Contracting Local Organization in selection of engineers and firms qualified to perform the services and in the award and administration of the engineering services contract.
4. Provide the services of a Government Representative.
5. Provide the services of Government Inspectors as necessary.
6. Make payment to the Contracting Local Organization covering the Service's share of the cost upon receipt and approval of Form SF-270, withholding the amount of damages sustained by the Service as provided for in this agreement.

E. It is mutually agreed that:

1. This agreement shall become null and void 90 calendar days after the date the Service has executed this agreement in the event a contract has not been awarded.
2. The State Administrative Officer may make adjustments in the estimated cost to the Service set forth in D.1 for performing the engineering services. Such adjustments may increase or decrease the amount of estimated funds which are related to differences between such estimated cost and the amount of the awarded contract or to changes, changed conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment shall change the cost-sharing assistance to be provided by the Service as set forth in D.1, nor reduce funds below the amount required to carry out the Service's share of the contract.

3. The contract for performance of engineering services described in A will not be awarded to the Sponsors, the Contracting Local Organization, or engineers of firms in which any official of such organizations or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such engineer or firm.
4. All drawings, charts, engineering notes and other data accumulated under this agreement or any resulting contract will be turned over to and become the property of the Service, or such records will be made available for use by the Service upon request.
5. In the event of default, any additional funds required to assure completion of the work will be provided in the same ratio as funds are contributed by the parties under the terms of this agreement; and any excess costs collected from the defaulting contractor will be prorated between the Contracting Local Organization and the Service in the same ratio as funds are contributed under the terms of the agreement.
6. Additional funds required as a result of a decision of the Contracting Officer, or a court judgment in favor of the contractor, will be provided in the same ratio as funds are contributed under the terms of this agreement. The Service will not be obligated to contribute any funds under an agreement or commitment made by the Contracting Local Organization without the prior concurrence of the Service.
7. The Service may terminate this agreement in whole or in part when it is determined by the Service that the Sponsors or the Contracting Local Organization have failed to comply with any of the conditions of this agreement. The Service shall promptly notify the Sponsors and Contracting Local Organization in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by the Service under this termination shall be in accord with the legal rights and liabilities of the Service, Contracting Local Organization and Sponsors.
8. This agreement may be temporarily suspended by the Service if it determines that corrective action by the Contracting Local Organization or the Sponsors is needed to meet the provisions of this agreement. Further, the Service may suspend this agreement when it is evident that a termination is pending.
9. The Service, in its sole discretion, may refuse to cost share should the Contracting Local Organization, in administering the contract, elect to proceed without obtaining concurrence as set out in Section C of this agreement.

CLEAN AIR AND WATER CERTIFICATION

(Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The project sponsoring organization(s) signatory to this agreement certifies as follows:

(a) Any facility to be utilized in the performance of this proposed agreement is , is not , listed on the Environmental Protection Agency List of Violating Facilities.

(b) He will promptly notify the State Administrative Officer prior to the signing of this agreement by the Service, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

(c) He will include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

CLEAN AIR AND WATER CLAUSE

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The project sponsoring organization(s) signatory to this agreement agrees as follows:

(1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 1857, et seq.; as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by the Service.

(2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

(over)

10. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
11. The furnishing of the administrative and technical services by the Service as set out in D.2 through D.5 is contingent upon the continuing availability of appropriations by the Congress from which payment may be made and shall not obligate the Service upon failure of the Congress to so appropriate.

CLARKE COUNTY CONSERVATION BOARD

By: _____

Title: _____

Date: _____

This action authorized at an official meeting of _____

on the _____ day of _____,
19____, at _____,
State of Iowa.

(Signature)

(Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

By: _____

Title: State Conservationist

Date: _____

Conservation Board Expands in Parks and Programs

Since 1970, the Clarke County Conservation Board has been expanding and developing the parks system as the need for public natural and recreational areas grew. The Board has recently expanded its function of environmental awareness and conservation education.

Murray Roadside Park, a 13 acre park south of Murray on U.S. 34, was the first Conservation Board project in 1972. Obtained by a 25 year lease from the Iowa Highway Commission, the park has a shelter, picnic, and restroom facilities and also has a playground and three horseshoe courts. The Murray Lions Club and other interested citizens helped with the development of this park.

In 1974, the Conservation Board took over the management of East Lake park from the City of Osceola. East Lake was originally built in 1915 and served as a water source for Osceola until the 1930's. At the time the Conservation Board took over management, the spillway of the lake was deteriorating and the dam failed to meet government standards. In 1978, the dam was rebuilt using cost-sharing from R.C.&D. funds through the Federal Government. The new dam has a wider base and a 36 inch concrete pipe for an outlet. An emergency spillway was built to the east of the dam.

Due to the construction work on the dam in 1978, the park was closed to the public a majority of the time. To compensate for this, the Conservation Board has done a facelifting of the park and encouraged its use for 1979. New picnic tables were added to replace the old. Playground equipment was repaired and reinstalled. A new latrine building was built to replace the two small outhouses.

More.....

The old stationary dock was rebuilt and a new floating dock is now in place as an addition to the stationary dock. Waterlines were reconnected and security lights were added. A new nine-court horseshoe pitching area was built that is the best in this area. The Osceola Lions Club is in the progress of building a new shelter house west of the playground. Two thousand tree seedlings were planted in the park. Controlled burning of old grazing land was used to eliminate the shrubby species of plants and promote native grasses and flowers. 450 White Amur (grass carp) fish were stocked into the lake to alleviate the algae problem and improve fishing. 1000 channel catfish were raised on a farm pond by the Conservation Board and released into East Lake in September. Recycled Christmas trees were collected in January and sunk into the lake to create fish shelters. Hiking trails are now being developed to go around the lake and one bridge is built. Two stairways up the dam allow for easier access to the lake. The entire west property line fence was also rebuilt this year.

Future plans for the lake include roads up both sides of the lake for more picnicing and fishing and the development of a small camping area.

In 1975, The Conservation Board was asked by Hopeville residents to take over the Hopeville Square Park. Since the county had the title to the park, the Board of Supervisors turned it over to the Conservation Board. The park was cleaned up and picnic and playground equipment were added. A new latrine was built and also a new shelter house. Electrical outlets and security light were added. This year, two horseshoe courts were built in the park. The Hopeville Square is now a very popular family reunion setting. One wedding took place there this summer.

More.....

A new area was aquired this year to make a fourth county conservation area. Through a 25 year lease from Mr. Fred Redfern of Osceola, the Redfern Timber Reserve was established. Located one mile east of the Williams Brothers gas pumping station south of Osceola, this 24 acre tract of oak-hickory timber provides an excellent nature study area. As a timber reserve, it is not designed for development of extensive human use. However, it has picnic and parking facilities and foottrails and three bridges have been made. The trail system will continue throughout the area. A latrine facility is planned for the near future.

These four areas account for the present county conservation lands open to the public. The Conservation Board looks forward to the creation of more public outdoor areas throughout the county. Retention of prime natural habitat is important along with public outdoor recreation.

While these public conservation areas take up a majority of the Conservation Boards budget, another aspect of conservation for future years is not ignored. Conservation education and recreation programs are also provided by the staff of the Conservation Board.

The Youth Conservation Board of Clarke High School assisted in the collection of the Christmas trees last January for fish-shelters at East Lake. Also in January, a snowmobile safety seminar was given by the Conservation Board. The Wild Turkey Hunting Seminar held in April was very well attended. May 5th was the Great Iowa Clean-Up coordinated in Clarke County by the Conservation Board. 250 volunteers, mostly youth, participated and collected 500 bags full of trash from parks and roadsides throughout the county.

More.....

A bird-watchers seminar was held May 19th with noted ornithologist Gladys Black and Conservation Officer Rick McShell speaking and showing slides. This was followed by a field trip into what would later become the Redfern Timber Reserve.

The Folk Arts in the Forest day planned for East Lake Park was forced by heavy rain to be held indoors at the 4-H building. This was a joint project of the Clarke Co. Historical Society, Clarke Area Arts Council, and the Conservation Board. While the unexpected rain "dampened" the spirits of the local folk craftsmen, several hundred people still turned out to see them work.

A kids Fun N' Fishin' day was held in August to teach and promote fishing. Local Osceola businessmen donated fishing gear for prizes and contests were held.

The biggest event of the year occurred in September and was a project to promote the use of Hopeville Park. The Hopeville Rural Music Reunion was denied funding by the Iowa Arts Council in February because Hopeville (pop. 25) would not draw a crowd large enough to make it worthwhile. But the Conservation Board and our local musicians, especially Kenny Schaff of Murray, disagreed and we held it anyway. An estimated 2000 people came to Hopeville to hear eight hours of continuous rural music. The weather was perfect and the entire day was a great success.

With the start of school, the Conservation Board took the program to the teachers. On October 10th, the sixth graders from Osceola, Weldon, and Murray spent a day at "Goeldner's Patch", a private nature preserve. 128 students enjoyed environmental education in an outdoor classroom. Other school projects are planned throughout the school year.

More.....

Conservation Board staff also provide programs for organizations and youth groups and has put on programs many times this year.

The Nature Trails column in the Osceola newspapers is also put out by Conservation Board staff and points out potential environmental problems as well as suggesting sound conservation practices.

These are the programs the Conservation Board has held so far this year. Programs such as these are designed to be fun as well as educational.

John Klein is the Executive Officer of the Conservation Board. He oversees the parks and guides the projects and programs for the Board. He is the only county paid employee. Donna West is the Environmental Education Coordinator for the Board. She started in July and works primarily with the schools. She is hired through a CETA contract. Steve Garner has been working since March as a crew leader and is paid by a YACC grant. Three laborers for park work have been working this summer under a YCCIP grant. Part-time work for senior citizens has been funded through the Green Thumb program.

The Conservation Board members are appointed by the Board of Supervisors. Harold Bonnett is Chairman. Other members are Frank Riley, Ron Whitham, Jim Asmus, and John O'Neill. Board members receive no salary. These gentlemen put in many donated hours to see that the conservation program in Clarke County works well.

The Board of Supervisors appropriates money to the Conservation Board each year. Other funding comes from state and federal programs and local donations of money, materials, and labor. The Board was formed by public vote in 1962 for the purpose of developing public outdoor use areas and for encouraging the wise use and conservation of our natural resources.

More.....

Ninty-Eight of Iowa's counties now have conservation boards.

The Clarke County Conservation Board plans to continued growth and expansion of both public use facilities and conservation education efforts. They encourage public response and support of their efforts.

Minutes
Clarke County Conservation Board
May 1, 1979 Courthouse, Osceola

The May meeting of the Clarke County Conservation Board was held at 7:40 P.M. May 1 1979 at the Courthouse.

Members present were Harold Bonnett, Frank Riley, and John O'Neill. Members Absent were Jim Asmus and Ron Whitham. John Klein, Executive Officer, was present as was Morris Clark and Jose Welcher.

The minutes of the April Meeting and Special Meeting were read and approved unanimously. The financial report was given and claims were presented. All claims were approved unanimously.

Prices for frames for picnic tables were presented. Prices ranged from \$26 FOB by Iowa State Industries to \$57 by Miracle Manufacturing Co. The Board voted unanimously to purchase 12 sets of frames from Dick Garner of Woodburn for \$29 per set, as they thought it to be a stronger frame.

Horseshoe courts at East Lake Park were discussed and it was voted unanimously to level a surface for 12 courts and then develop pads and rock as the future money allows.

State Conservation Board Convention was discussed and the Board wishes to send some of its members and Executive Officer. Final decision was postponed pending further information.

The Board approved a request to maintain the Executive Officers Water Treatment Plant Operator certification for six dollars per year.

They further approved to repair truck damages caused by a Y.A.C.C. employee while on duty in the county truck.

Reports on Murray Roadside Park vandalism and prevention were given by John Klein as was current conservation progress reports.

The Board passed the following Resolution dealing with East Lake Park development: The Clarke County Conservation Board accepts the R.C.&D. assistance for planning of East Lake Park development. Resolution passed by unanimous consent.

They further stated their desires for that development. They wish the new roadway to the camping area to follow a new westward route and not follow the former roadway west of the dam. They desire to develop 20 camping spaces of which 10 should have electrical hookups and some should have drive-through capacity. Camping area is to be on its own separate roadway not traveled through by day use visitors. Further, they desire that camping be placed in 4 or 5 small clusters and not in one big area. All these decisions are dependent upon consultants recommendations.

As there was no further business, the Board adjourned at 10:50 P.M.

JUL 24 1979

UNITED STATES DEPARTMENT OF AGRICULTURE

SOIL CONSERVATION SERVICE

1213 Fifth Avenue, Shenandoah, IA 51601

SUBJECT RC&D - East Lake A&E Contract, Southern Iowa RC&D

DATE: July 23, 1979

TO: William J. Brune
State Conservationist
Soil Conservation Service
Des Moines, IA

The Clarke County Conservation Board would like to proceed with the contract to plan the East Park Recreation Development as soon as possible. Attached is a letter from them expressing their desire to proceed.

If the materials have not already been forwarded to them, could you please provide us with some dates when they can expect to proceed with this so Keith Edwards, district conservationist, can make a timely response to their letter.

If you would like to respond to them directly, please provide us with copies of your reply.



Erwin O. Aust
Area Conservationist

Attachment

cc: K. Edwards
R. Loudon



820A North Main Street, Osceola, Iowa 50213

RC&D Establishment of Vegetation
East Lake Park

September 6, 1979

E. O. Aust
Area Conservationist
1213 5th Avenue
Shenandoah, Iowa 50601

An adequate vegetation cover of desirable species has been obtained on sites 1 and 2 East Lake Critical Area Treatment Measure Plan No. 197 Southern Iowa RC&D area.

It was determined during the operation and maintenance inspection, August 21, 1979, that the vegetation was providing excellent cover and that there has been no significant erosion or rilling at the earthfill or the emergency spillway.

W. Keith Edwards
District Conservationist

820A North Main Street, Osceola, Iowa 50213

September 5, 1979

E. O. Aust
Area Conservationist
1213 5th Avenue
Shenandoah, Iowa 51601

The Clarke County Conservation Board met in regular session September 4 and has decided not to enter into an agreement for engineering services for basic recreational facilities East Lake Park RC&D measure.

Reason for not entering into the agreement was that the higher maximum estimated cost of \$38,920.00 was not within the amount budgeted by the sponsors.

W. Keith Edwards
District Conservationist

cc: Bob Loudon

CLARKE COUNTY CONSERVATION BOARD

Phone 515-~~342-6137~~
678-3195

Members

Frank Riley, Chairman
John O'Neill
Ronald Whitham
Harold Bonnett
Jim Asmus

Court House



Osceola, Iowa 50213

Executive Officer

~~Ronald K. Hanson~~
John Klein

July 13, 1979

Keith Edwards

SCS Office

Osceola, Iowa 50213

Dear Keith,

The delay in the approval of a Consultants Contract for East Lake Park recreation planning is proving to be a handicap to my planning and programming efforts. I want to urge you and your superiors to complete the necessary paperwork as soon as possible so we may get started on this multi-year project. If you need any further information or assistance from us, please contact us as soon as possible.

I appreciate any extra effort to get the program rolling our way again. Thank you for all your past assistance and support.

Sincerely,

John Klein
John Klein

CHAPTER 111A CODE OF IOWA

111A.1 Purposes. The purposes of this chapter are to create a county conservation board and to authorize counties to acquire, develop, maintain, and make available to the inhabitants of the county, public museums, parks, preserves, parkways, playgrounds, recreational centers, county forests, wildlife and other conservation areas, and to promote and preserve the health and general welfare of the people, to encourage the orderly development and conservation of natural resources, and to cultivate good citizenship by providing adequate programs of public recreation.

SEP 05

DATE

TO

Keith Edwards
Osceola

FROM

L.L. Dorgan
Creston

SUBJECT

East Lake Park-RC&D

MESSAGE (WRITE CONCISE MESSAGE. SIGN AND FORWARD PARTS 1 AND 2 TO ADDRESSEE. RETAIN PART 3)

Attached are Four copies of Pay est. # 6. Please have the C.O. sign and date all copies and forward to Joe Beacom for processing.

Also attached is Cont. Mod. # 3 which is for the C.O.'s File.

SIGNATURE

Lawrence L. Dorgan

REPLY (USE THIS SPACE FOR REPLY. SIGN AND DATE. RETURN PART 2 TO SENDER. RETAIN PART 1)

SIGNATURE

DATE

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

SUBJECT: AS - agreements - East Lake Park
C.A.T. No. 197 Southern Iowa RC&D

DATE: 7/19/77

TO: Donald K. Hummel
State Administrative Officer

I have attached copies of the letters appointing
the contracting officer and acting contracting officer
for the East Lake Park RC&D Measure No. 197.

Keith D. Ticknor
District Conservationist

cc: Erwin C. Aust
area conservationist

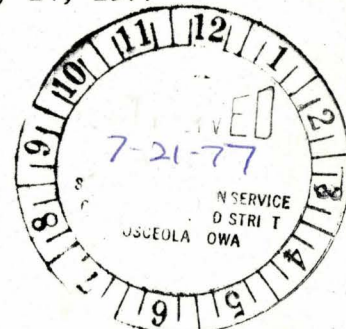


UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

693 Federal Building, Des Moines, IA 50309

July 14, 1977

Mr. Melvin H. Goeldner
Chairman
Clarke County Conservation
Board
R. D. #2
Osceola, IA 50213



Dear Mr. Goeldner:

We have reviewed your letter requesting that the present pipe be retained and remain operational in the dam at East Lake Park.

We are in agreement that maintaining a source of water is a valuable asset to your area. This is especially true during periods of drought.

The safety of the dam is also a major consideration. It is not possible to retain the existing pipe in an operational state and construct a safe dam. The potential for seepage along a deteriorated pipe is more risk than can be accepted.

It would be possible to install a new pipe that has the flexibility and durability for the life of the dam. This has been estimated to cost in excess of \$10,000. We are not authorized to cost-share with you on this item so it would be a local cost.

There are other alternatives such as temporary pumping or a siphon that you may want to consider during drought periods.

We do need to know your decision on this matter so the plans can be revised if the pipe is to be replaced.

Sincerely,

William J. Brune
State Conservationist



June 30, 1977

Mr. William J. Brune
State Conservationist
Soil Conservation Service
693 Federal Building
Des Moines, Iowa 50309

Dear Mr. Brune:

In accordance with our discussions concerning the contract for work on the No. 197 RC&D Project Measure, East Lake Park, Critical Area Treatment, Clarke County, Iowa, we wish to assure you that the appropriate sections (2103.11 and 2104) of the Administrative Services Handbook have been reviewed with us.

We have adopted a written code of conduct to govern the performance of our officers, employees and agents with regard to contracting as follows: Officers, employees or agents, shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. The contract or other procurement action shall not be awarded to sponsor, the Clarke County Conservations Board, or firms in which any official of such organizations or any member of such official's immediate family, has direct or indirect interest in the recurring profits or contracts of such firms. To the extent permissible by state or local law, rules or regulations, penalties, sanctions, or other disciplinary actions shall be applied for violations of such standards by either the Clarke County Conservation Board, officers, employees, or agents, or by contractors or their agents.

In addition we have developed and will maintain a financial management system which provides for:

- (a) Accurate, current, and complete disclosure of the financial results of each RC&D undertaking in which SCS requires reporting on an accrual basis and the sponsor's accounting records are not kept on that basis, we the sponsor will develop such information through an analysis of the documentation on hand or on the basis of best estimates.
- (b) Records which identify adequately the source and application of funds for RC&D financially supported undertakings. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.
- (c) Effective control over and accountability for all funds, property and other assets. We the sponsor will adequately safeguard all such assets and will assure that they are used solely for authorized purposes.
- (d) Comparison of actual with budgeted amounts for each undertaking, i.e., each project agreement, land rights agreement, agreement for services, and relocation agreement. Also, relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required by SCS.
- (e) Procedures to minimize the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by the sponsor, whenever funds are advanced by the SCS. When advances are made by a letter of credit method, the sponsor will make draw-downs from the U.S. Treasury through its commercial bank as close as possible to the time of making the disbursements. (This method will not be used on this project.)
- (f) Procedures for determining the allowability and allocability of costs in accordance with the SCS obligating instrument (Project agreement, agreement for services, land rights agreement, relocation agreement) and the applicable SCS program handbook (Resource Conservation and Development Projects Handbook).
- (g) Accounting records which are supported by source documentation.

- (h) Audits to be made by the sponsor or at the sponsor's direction, to determine, at a minimum, the fiscal integrity of financial transactions and reports, and the compliance with laws, regulations and administrative requirement. The sponsor will schedule such audits with reasonable frequency, usually annually, but not less frequently than once every two years, considering the nature, size and complexity of the activity.
- (i) A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

These items, we believe, fulfill the obligation of the Contracting Local Organization for written documentation covering our Code of Conduct and Financial Management System.

Sincerely,

A handwritten signature in blue ink, appearing to read "Melvin H. Goeldner".

Melvin H. Goeldner, Chairman
Clarke County Conservation Board

July 6, 1977

Mr. William J. Brune
State Conservationist
Soil Conservation Service
693 Federal Building
Des Moines, Iowa 50309

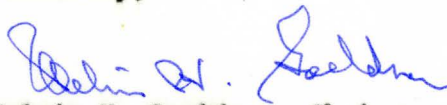
Dear Mr. Brune:

The engineering plans, for the dam reconstruction project at East Lake Park, call for filling the existing water supply pipe in the dam with cement. Due to the present drought we hooked on to the pipe to set up a loading rack for the farmers to get water from the lake. We would like to request that the pipe in the dam be preserved and remain operational.

We feel that this is a valuable asset for the area because it eases the water supply burden from the City of Osceola.

We would appreciate your considering this request.

Sincerely,


Melvin H. Goeldner, Chairman
Clarke County Conservation Board



*Continued
Second Cover*

105 S. Maple
Ames, Iowa
April 1, 1975

Keith Ticknor
District Soil Conservationist
820 N. Main
Osceola, Iowa

Dear Mr. Ticknor,

I was informed several days ago by Frank Riley of the Clarke County Conservation Board that your department is doing some work in regard to the repairs to the dam on East Lake near Osceola. I was wondering if it would be possible for us to get together and discuss what your plans are and how it might effect the master plan that i'm doing for the park.

When would be a convenient time for me to come to Osceola and talk about the project? I am currently working till 4:30 P.M. on weekdays. Maybe it would be possible to get together some evening or on some Saturday in the next couple of weeks. You can reach me and tell me of your plans by either calling me after 4:30 some evening or writing. My phone number is 232-4457 and my address is 105 south Maple, Ames, Iowa, 50010.

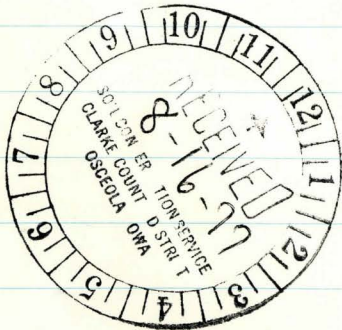
Sincerely yours,

Ralph Eyberg

8-15-77

Mr. K. Picknor -

I have attached a print showing
the proposed relocation of the
telephone cable in the Osceola City Park.
I trust it meets with your approval
but if questions arise please call
Walt Eichhorn tel # 515+225-4903



Yours

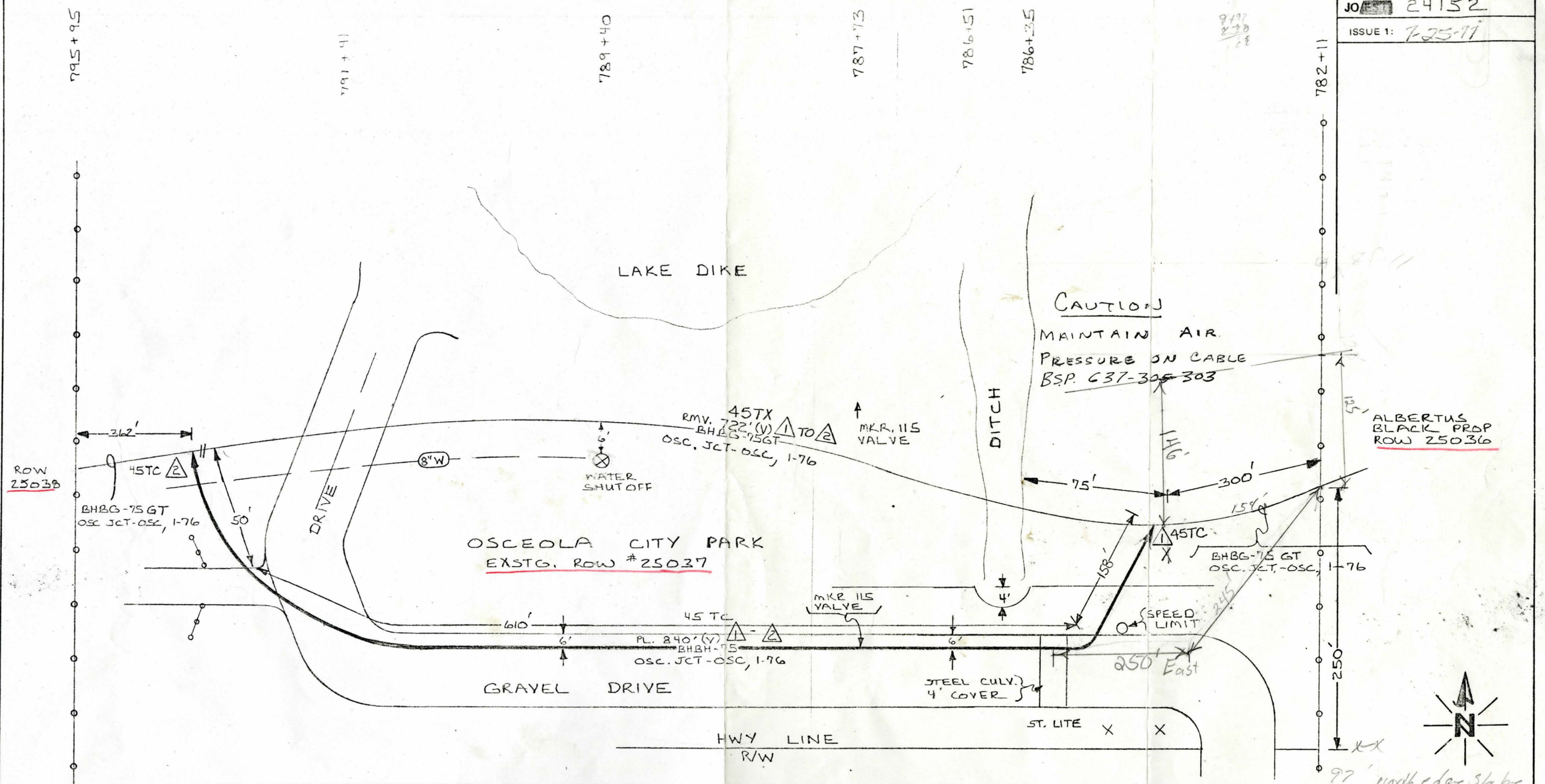
W. F. Eichhorn

Walter F. Eichhorn
West Tower Building
1200 35th St.
West Des Moines

Room 301 Northwest bell

sent drawing of Spillway to walker
on 8/18/77

L. A. R. R.



CAUTION
MAINTAIN AIR
PRESSURE ON CABLE
BSP. 637-305-303

ALBERTUS
BLACK PRDP
ROW 25036

NOTE
1. COORDINATE WITH MR. K. PICKNOR
TEL. # 342-2917
SOIL CONSERVATION SERVICE
OSCEOLA, IOWA

HWY # 34

NORTHWESTERN BELL TELEPHONE COMPANY OUTSIDE PLANT ENGINEERING DES MOINES - WEST DISTRICT			
CO		RECORDS OSC-JCT-OSC TOLL CA. SECT 4	
SERVICE DATE 9-10-77	COMP DATE 12-1-77	PLACEMENT URBAN _____ OTHER _____	
RIGHT OF WAY NOT OBTAINED PRIVATE _____ CITY _____ HIGHWAY _____ COUNTY _____ RAILROAD _____ OTHER _____		DROPS REPLACED _____ NEW BURIED _____ TRANSFERRED _____	PRINT NO 1
ENGR: W.F.E.	PHONE NO 225-4903	TRACER/DATE 7-20-77	

800 South Vine Street, Creston, Iowa 50801

RC&D - East Lake Park Measure
Southern Iowa RC&D Project

Charles R. Cobb
Staff Leader
Soil Conservation Service
Des Moines, Iowa



March 17, 1975

MAR 19 1975

We have completed our sediment and topographic survey for the above measure. Listed below is a summary of this data.

	Elevation	Surface Acres	Cumulative Storage (Acre Feet)
	1034.0	0	0
	1038.0	2.29	4.58
	1042.0	4.95	19.06
	1046.0	8.39	45.74
	1050.0	11.74	86.00
Existing Water	1051.0	12.95	98.35
	1052.0	14.35	112.00
	1053.0	15.70	127.02
	1054.0	17.19	143.47
	1058.0	22.63	223.11

The 50 year sediment requirement below crest is 20.5 acre-feet. Before we can proceed further on this measure, I need to know if we should raise the level of the existing lake and, if so, how much should it be raised in order to meet any recreational requirements. The drainage area above this structure is 320 acres.

I am attaching a copy of the topog map. I have shown a possible centerline for the new dam. We have not made any soil borings at this site, but we plan to in the near future. It appears that the buried telephone cable will have to be moved if this dam is to be rebuilt. Will this structure require a gated drawdown or would a R/C pipe with a hooded inlet be sufficient?

I would like to know what our requirements for recreational water is going to be for this measure. I would also be interested in any other comments you might have regarding this measure.

Lawrence L. Dorgan
Lawrence L. Dorgan
Civil Engineer

cc: D. T. Bondurant
G. E. Black
E. O. Aust

cc Ticknor ✓

1. Comprehensive Plan - see Page 24 + 27
see Page 48 + 51

2. RC&D Project

2) Pay 50% of Basic Facilities - Roads & Parking, Shellies
waterlines, Elec. Power, rest room & showers, Lagoons, Beaches 102.5(48)

b) " " Structural Measures - clearing, Pipe, enlarge

c) 50% of engineering

3. Pittman - Robertson & Ringell - Johnson Funds
allow 75% cost sharing.

4. Drainage area of Lake = 320 Ac, Lake size = 10-12 Ac.
Est. Pipe cost \$1500 - \$2000 120 - 130' of 24" Hooded

5. Proposal

A. Develop RC&D Measure with City of Oscoda for
development of the area 50% cost share

B. Turn over to county conservation Bd. for development
with RC&D funds and BOR funds 75% cost share.

820 A North Main, Osceola, Iowa 50213

Dick Fry, Engineer
Northwestern Bell Telephone Co.
Box 219
Council Bluffs, Iowa 51501

November 9, 1976

Dear Sir:

Sometime ago I visited with you about relocating a buried telephone cable so that the dam at East Lake Park, East of Osceola, Iowa, can be rebuilt. You requested a copy of the plans for the project when they were prepared, therefore, I have attached a copy of the proposed structure.

Our schedule, at present, is to have a bid letting and award a contract this winter. Construction would then start in the spring or summer of 1977.

I would appreciate your reviewing the plans and advising me as to whether or not the cable can be relocated.

I would suggest that you not move the cable until a contract has been awarded and a project agreement signed by the County Conservation Board.

Your assistance on this project will be appreciated.

Sincerely,

Keith A. Ticknor

Keith A. Ticknor
District Conservationist

Attachment
cc: Clarke County Conservation Board

5
4

4

Ad 5 Ac



CLARKE COUNTY CONSERVATION BOARD

Court House
OSCEOLA, IOWA 50213
Formed in 1962

Frank Riley - Executive Officer
R.D. 3 - Osceola

Chester Wilkins - Maintenance
916 S. Park - Osceola

Prepared by Kar 3/4/76

BOARD MEMBERS AND TERMS

	Through
Jim Asmus	1978
R.D. 4 - Osceola	
Harold Bonnett	1974
R.D. 5 - Osceola	
Bob Cooley	1975
R.D. 5 - Osceola	
Floyd Edwards	1976
R.D. 2 - Osceola	
Melvin Goeldner	1977
209 E. Pearl - Osceola	

9%	Urban	52	Ac
16%	Rec.	53	Ac
10%	Other	9	Ac
20%	Cropland	89	Ac
38%	Pasture	117	Ac
		<u>320</u>	

283 ad.
Trees

88%

<u>Cropland</u>	<u>Pasture</u>	<u>Other</u>	<u>Urban</u>	<u>Rec.</u>
20	52	9		
	20	6		40
51	25	6		
	4		4	
18	15	13	20	
<u>4</u> 22				
93	116	34	24	40
		<u>25</u>	25	<u>13</u>
				53

UNITED STATES DEPARTMENT OF AGRICULTURE

SOIL CONSERVATION SERVICE

800 South Vine Street, Creston, Iowa 50801

SUBJECT: East Lake Park Critical Area Treatment and
Public Water-Based Recreational Development
Measure No. 197, Southern Iowa RC&D Project

DATE: May 4, 1976

TO: Erwin O. Aust
Area Conservationist
Soil Conservation Service
Shenandoah, Iowa

A field study of the site for the East Lake Park Critical Area Treatment and Public Water-Based Recreational Development Measure (#197) was made April 26, 1976.

The review party consisted of Melvin Goeldner, Chairman of the Clarke County Conservation Board, Keith A. Ticknor, District Conservationist, and Herbert M. Kayser, Project Coordinator.

Mr. Goeldner has been familiar with East Lake Park and the site involved since 1935.

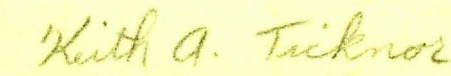
The study of the site and surrounding terrain indicated that the site would not have been conducive to use as a campground, assembly point, or burial ground of any early settlers or civilizations.

The construction area, borrow area and development area will be on primarily a grassland area (mostly bluegrass).

The borrow area needed for the rehabilitation of the dam will be blended into the terrain and restored to grass and shrubs.

It is believed that the rehabilitation and development of this park will preserve a historical item of Clarke County, Iowa as the lake was built in 1915 and has served the community since its installation.


Melvin Goeldner, Chairman
Clarke County Conservation Board


Keith A. Ticknor
District Conservationist


Herbert M. Kayser
Project Coordinator







SOIL AND CAPABILITY MAP

Conservation District and
cooperating.

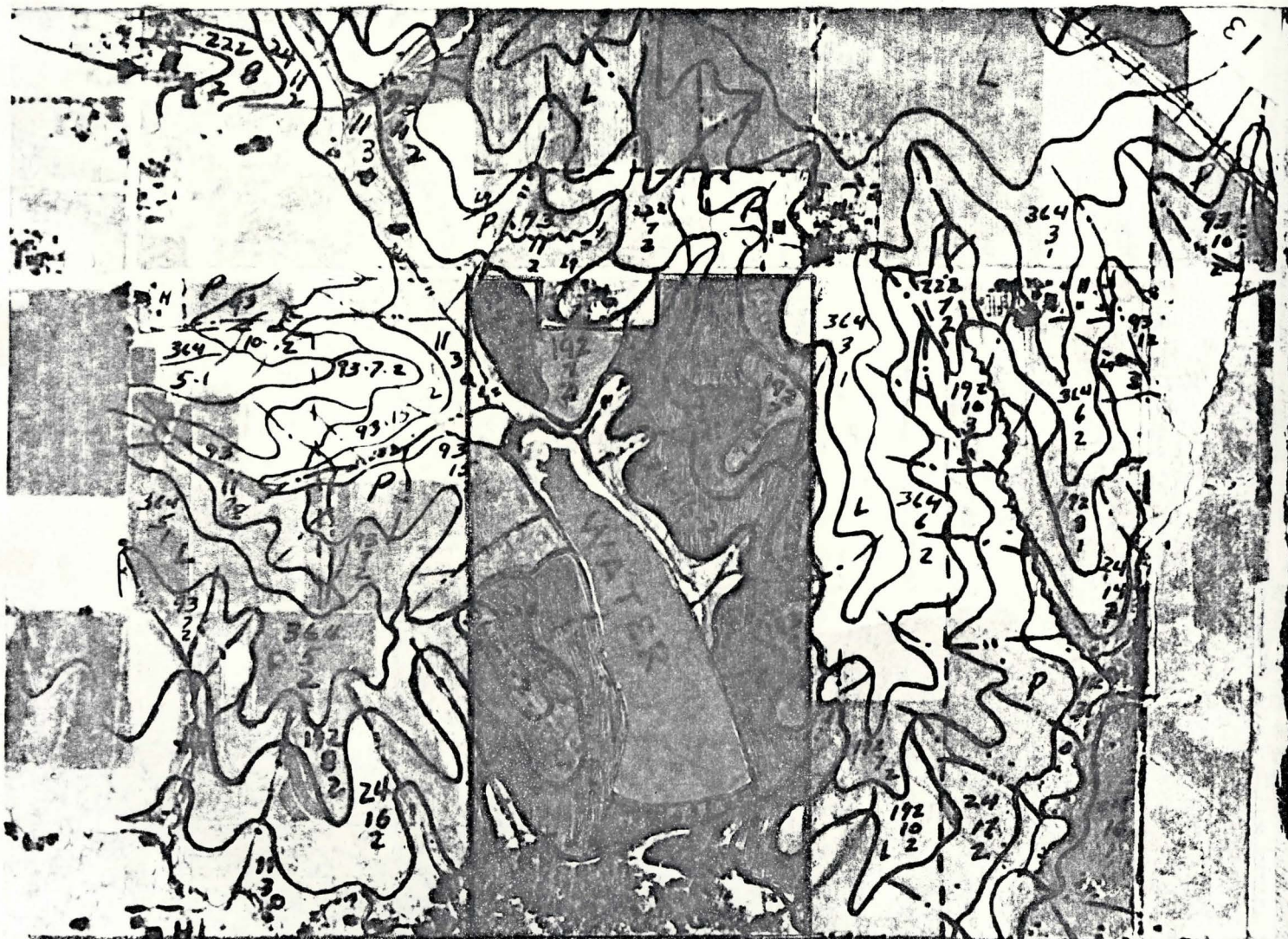
Owner _____ Operator _____

County _____ State _____ Photo No. _____

Date prepared _____ Scale: 8"=1 mile. Acreage = _____

Approximate Approximate

PREPARED BY U.S. DEPARTMENT OF AGRICULTURE, SOIL CONSERVATION SERVICE



UNITED STATES DEPARTMENT OF AGRICULTURE

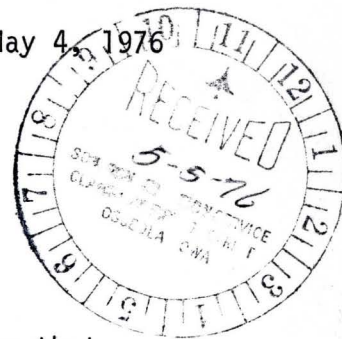
SOIL CONSERVATION SERVICE

800 South Vine Street, Creston, Iowa 50801

SUBJECT: East Lake Park Critical Area Treatment and
Public Water-Based Recreational Development
Measure No. 197, Southern Iowa RC&D Project

DATE: May 4, 1976

TO: Keith Ticknor
District Conservationist
Soil Conservation Service
Osceola, Iowa



Attached is a draft I prepared pertaining to the field review that
Melvin, you and I made of East Lake Park.

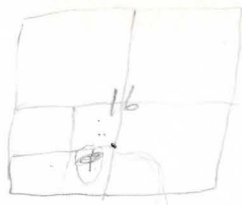
Please review it with Melvin; and if you agree, sign and return the
original and two carbon copies to me. Keep one carbon copy for your
file and give Melvin a copy.

If you note any error or difference of opinion, please redraft and
call me, and I will prepare a new letter for signatures.


Herbert M. Kayser
Project Coordinator

Attachment





August 9, 1915

M. E. Landis

S $\frac{1}{2}$, SW $\frac{1}{4}$ sec 16 T 72 N, R 25 W

Land for city water supply.

Oct 4, 1915

856 - 2157 Hall Eng.

{ M. G. Hall civil engineer of Centerville - report
on enlargement of city reservoir & filed plans &
spec. with clerk. J J Fleming Mayor

Feb 7, 1916 (Dec. 6, 1915)

James O'Leary - paid \$2000 as partial payment
on work done at the city reservoir.

June 7, 1916

NE $\frac{1}{4}$, SW $\frac{1}{4}$, sec 16, T 72 N, R 25 W condemn
land for city water supply C. C. Stemen (#215 Ac)
(city to give #100 Ac for 36 Ac)

March 5, 1917

Payment of \$2,524.60 To James O'Leary for moving 8705 $\frac{1}{2}$
yd dirt for dam at 29¢/yd.

820A North Main Street, Osceola, Iowa 50213

Mr. Richard E. Rinehart, President
Central Iowa Grading, Inc.
Box 1091
Des Moines, Iowa 50311

December 8, 1977

Subject: East Lake Park

Dear Richard:

I have enclosed a contract modification to pay you for the time involved in removing the old pumphouse. Sign and date all three copies. Keep the copy marked contracgor and return the other two to me.

I have also enclosed a copy of the contract payment estimate so that you can prepare a bill, to the County Conservation Board, for work completed in November. The amount, after deductions, is \$9,183.60.

We found that the County Conservation Board has to have the Board of Supervisors approve their bills before payment, and that the Supervisors only review bills the second Monday of the month. Therefore, we will try to get this payment approved 12/12/77.

Keith A. Ticknor

Keith A. Ticknor
District Conservationist

TO

K.A. Ticknor



Osceola

FROM

L.L. Dorgan
Creston

1

SUBJECT

East Lake Park

12-2-77

12-6-77

MESSAGE (WRITE CONCISE MESSAGE. SIGN AND FORWARD PARTS 1 AND 2 TO ADDRESSEE. RETAIN PART 3)

Attached is Mod. #1. Please ~~sign~~ C.O. sign all 4 copies. These have already been dated Nov. 16 which was the day the work was ordered. After this is done send the copy marked EWP4 to Joe Beacom @ D.M. Send the other 3 copies to the contractor for him to sign and date. He is to keep the copy marked contractor and should return the other 2 copies to you. You can then forward the copy marked S.O. to Beacom.

Also attached is pay est. #2. C.O. needs to sign and date all four copies of the AD-628 form.

SIGNATURE

REPLY (USE THIS SPACE FOR REPLY. SIGN AND DATE, RETURN PART 2 TO SENDER. RETAIN PART 1)

Forward all 4 copies to Beacom for processing. After this is processed they will return the copy marked Cont. Officer to you. There is an extra copy of the 49A & 49B forms attached to this copy and this can be sent to the contractor with his payment.

SIGNATURE

DATE

RC&D MEASURE COMPLETION REPORT
(See Instructions on Page 4)

RC&D Area Name: Southern Iowa State: Iowa

RC&D Measure Name: East Lake Park Critical Area Treatment

1. Measure ID No.: (State Code, RC&D No., County No., Measure No. - 2, 4, 3, and 3 digits respectively)

1	9	6	0	0	2	0	3	9	0	1	9
---	---	---	---	---	---	---	---	---	---	---	---

(1) (12)
2. TSC Code: (Northeast - 1; South - 2; Midwest - 3; West - 4)

3

(13)
3. Measure Code(s): (i.e., 803, 807, 815, etc. - last two digits)

0	7		
---	---	--	--

(14) (19)
4. a. Date Measure Adopted: (i.e., March 1975 -

0	3	7	5
---	---	---	---

)

0	1	7	4
---	---	---	---

(20) (23)
- b. Date Measure Planned: (RC&D Fin. Asst. Only)

0	9	7	6
---	---	---	---

(24) (27)
- c. Date Measure Completed:

0	8	8	2
---	---	---	---

(28) (31)
5. Type Measure Sponsor(s) Code: (See item 5 of Instructions)

2					
---	--	--	--	--	--

(32) (37)
6. Type Special District(s) Code: (See item 6 of Instructions)

--	--	--

(38) (40)
7. Total Number of Measure Sponsors:

1

(41) (42)
8. a. Total Man Years Created During Construction:

3	.	0
---	---	---

(43) (46)
- b. Total Man Years Created Annually by Completed Measure:

0	.	2
---	---	---

(47) (50)
9. RC&D Financial Assistance:

6	5	8	1	3
---	---	---	---	---

(51) (57)
10. a. Other Federal Assistance:

--	--	--	--	--	--

(58) (64)
- b. Agency Code for 10a: (See item 10b of Instructions)

--	--	--	--

(65) (70)
11. State and Local Government Costs:

6	1	0	3	2
---	---	---	---	---

(71) (77)
12. Other Non-federal Costs:

--	--	--	--	--	--

(78) (84)
13. Role of the RC&D Council or Sponsors: (from item 16, Highlights - See item 13 of Instructions)

1	2	3	4	5
---	---	---	---	---

(85) (89)
14. Enter Number of Text Cards That Follow: (Washington Office Use Only)

--

(90) (91)
15. Card Type:

A

(92)
16. Highlights of Measure: (See item 16 of Instructions. Type or print narrative on Page 2.)

RC&D MEASURE COMPLETION REPORT

(See Instructions on Page 4)

RC&D Area Name: Southern Iowa RC&D Project

State: Iowa

RC&D Measure Name: Inventory and Evaluation of East Lake

- | | |
|--|------------------------------------|
| 1. <u>Measure ID No.:</u> (State Code, RC&D No., County No., Measure No. - 2, 4, 3, and 3 digits respectively) | 1, 9, 6, 0, 0, 2, 0, 3, 9, 0, 2, 0 |
| 2. <u>TSC Code:</u> (Northeast - 1; South - 2; Midwest - 3; West - 4) | 3 |
| 3. <u>Measure Code(s):</u> (i.e., 803, 807, 815, etc. - last two digits) | 8, 0, 3 |
| 4. a. <u>Date Measure Adopted:</u> (i.e., March 1975 -) | 0, 3, 7, 5 |
| b. <u>Date Measure Planned:</u> (RC&D Fin. Asst. Only) | 0, 5, 7, 4 |
| c. <u>Date Measure Completed:</u> | 1, 2, 7, 4 |
| 5. <u>Type Measure Sponsor(s) Code:</u> (See item 5 of Instructions) | 0, 4, 7, 6 |
| 6. <u>Type Special District Code:</u> (See item 6 of Instructions) | |
| 7. <u>Total Number of Measure Sponsors:</u> | 2 |
| 8. a. <u>Total Man Years Created During Construction:</u> | |
| b. <u>Total Man Years Annually to Maintain Measure:</u> | |
| 9. <u>RC&D Financial Assistance:</u> | 1 |
| 10. a. <u>Other Federal Assistance:</u> | |
| b. <u>Agency Code for 10a:</u> (See item 10b of Instructions) | |
| 11. <u>State and Local Government Costs:</u> | |
| 12. <u>Other Non-federal Costs:</u> | |
| 13. <u>Role of the RC&D Council or Sponsors:</u> (from item 16, Highlights - See item 13 of Instructions) | |
| 14. <u>Enter Number of Text Cards That Follow:</u> (Washington Office Use Only) | |
| 15. <u>Card Type:</u> | |
| 16. <u>Highlights of Measure:</u> (See item 16 of Instructions. Type or print narrative on Page 2.) | |

RC&D MEASURE COMPLETION REPORT

(See Instructions on Page 4)

RC&D Area Name: Southern Iowa RC&D Project

State: Iowa

RC&D Measure Name: Inventory and Evaluation of East Lake

1. Measure ID No.: (State Code, RC&D No., County No.,
Measure No. - 2, 4, 3, and 3 digits respectively)

1	9	6	0	0	2	0	3	9	0	2	0
---	---	---	---	---	---	---	---	---	---	---	---

(1) (12)
2. TSC Code: (Northeast - 1; South - 2; Midwest - 3; West - 4)

3

(13)
3. Measure Code(s): (i.e., 803, 807, 815, etc. -
last two digits)

8	0	3			
---	---	---	--	--	--

(14) (19)
4. a. Date Measure Adopted: (i.e., March 1975 -

0	3	7	5
---	---	---	---

)

0	5	7	4
---	---	---	---

(20) (23)
- b. Date Measure Planned: (RC&D Fin. Asst. Only)

1	2	7	4
---	---	---	---

(24) (27)
- c. Date Measure Completed:

0	4	7	6
---	---	---	---

(28) (31)
5. Type Measure Sponsor(s) Code: (See item 5 of
Instructions)

					2
--	--	--	--	--	---

(32) (37)
6. Type Special District Code: (See item 6 of
Instructions)

--

(38)
7. Total Number of Measure Sponsors:

1

(39) (40)
8. a. Total Man Years Created During Construction:

						2
--	--	--	--	--	--	---

(41) (44)
- b. Total Man Years Annually to Maintain Measure:

--	--	--	--	--	--	--

(45) (48)
9. RC&D Financial Assistance:

						1	0	0	0
--	--	--	--	--	--	---	---	---	---

(49) (55)
10. a. Other Federal Assistance:

--	--	--	--	--	--	--	--	--	--

(56) (62)
- b. Agency Code for 10a: (See item 10b of Instructions)

--	--	--	--	--	--

(63) (68)
11. State and Local Government Costs:

--	--	--	--	--	--	--	--	--	--

(69) (75)
12. Other Non-federal Costs:

--	--	--	--	--	--	--	--	--	--

(76) (82)
13. Role of the RC&D Council or Sponsors:
(from item 16, Highlights - See item 13
of Instructions)

1	5				
---	---	--	--	--	--

(83) (87)
14. Enter Number of Text Cards That Follow:
(Washington Office Use Only)

--	--

(88) (89)
15. Card Type:

A

(90)
16. Highlights of Measure: (See item 16 of Instructions. Type or print narrative on Page 2.)

SOUTHERN IOWA RESOURCE CONSERVATION AND DEVELOPMENT PROJECT
Project Measure Proposal

#197
19

County Clarke Location 1 Mi. E. Osceola on Hwy. 34

Project Name East Lake Improvement & Development Date 1/7/74

Description Development of a 70 acre park for public water based recreation in cooperation with the Clarke County Conservation Board. The property is owned by the County Conservation Board.

Benefits Expected Providing public recreation in the form of picnicking, fishing, boating, nature study, playground facilities, camping, wildlife preserve and other for over 10,000 visitors per year.

Estimate Cost \$ 100,000.00 Local Share 50 %

Present Progress Approximately five acres of this park has been used as a city park in the past. Existing facilities include a 10 acre lake, city water, some picnic tables and limited playground equipment for children.

RC&D Assistance Needed: Technical X Financial X

Other Assistance is needed to provide basic facilities such as Roads, Parking areas, Water distribution lines, Electric power, Sanitary facilities, Picnicking and Camping facilities and vegetative treatment to include seeding and tree planting.

Suggested Sponsoring Group Clarke County Conservation Board

Signed _____

Address 209 E. Pearl, Osceola, Iowa

Submit 3 copies to any member of your County RC&D Steering Committee or Soil Conservation District office

PROJECT ROUTING PROCEDURE

Sponsoring Group

We will Sponsor Project ☒ We will not Sponsor ☐

Name and Address of Contact Man Melvin Goeldner, 209 E. Pearl, Osceola, Iowa

Remarks _____

1/8/74

Date

Clarke Co. Conservation Board

Name of Sponsoring Group

William H. Golden chm.
Signature and Title

County Sub-Committee

Approve Project ☒ Disapprove Project ☐

Remarks _____

1-8-74

Date

Clayton P. Scott
Name

Chairman, Sub-Committee

County Steering Committee

Approve Project ☐ Disapprove Project ☐

Remarks _____

Date

Name

Chairman, County
Steering Committee

Project Committee

Approve Project ☐ Disapprove Project ☐

Remarks _____

Date

Name

Chairman, Project Committee

Executive Board

Final Approval ☐ Disapproved ☐

More Information Needed ☐

Project Priority ☐ High ☐ Medium ☐ Low ☐

Remarks _____

1/9/74

Date

Roger J. Blobaum
Name

Chairman

Measure No. 198
Code: 855

SOUTHERN IOWA RESOURCE CONSERVATION AND DEVELOPMENT PROJECT
Project Measure Proposal

County Clarke Location Osceola

Project Name Inventory & Evaluation of East Lake Date 4/10/74

Description To inventory and evaluate needed improvements for erosion control
at East Lake Park.

Benefits Expected Inventory & Evaluation will point out improvements needed
and lead to technical and financial assistance for solving the problems.

Estimate Cost \$ None Local Share None %

Present Progress _____

RC&D Assistance Needed: Technical X Financial _____

Other _____

Suggested Sponsoring Group County Conservation Board

Signed John W. Galdner chairman

Address 209 East Pearl Street
Osceola, Iowa 50213

Submit 3 copies to any member of your County RC&D Steering Committee or Soil
Conservation District office

PROJECT ROUTING PROCEDURE

Sponsoring Group

We will Sponsor Project ☒ We will not Sponsor ☐

Name and Address of Contact Man Melvin Goeldner, 209 E. Pearl St., Osceola, Iowa

Remarks _____

4/10/74

Date

Clarke Co. Conservation Bd.

Name of Sponsoring Group

Melvin H. Goeldner chm.

Signature and Title

County Sub-Committee

Approve Project ☐ Disapprove Project ☐

Remarks _____

Date

Name

Chairman, Sub-Committee

County Steering Committee

Approve Project ☒ Disapprove Project ☐

Remarks _____

4/10/74

Date

Richard E Hill

Name

Chairman, County
Steering Committee

Project Committee

Approve Project ☐ Disapprove Project ☐

Remarks _____

Date

Name

Chairman, Project Committee

Executive Board

Final Approval ☐ Disapproved ☐

More Information Needed ☐

Project Priority ☐ High ☐ Medium ☐ Low ☐

Remarks _____

Date

X Carl P. [Signature]

Name

Chairman

Measure No. : 198
Code : 855

SOUTHERN IOWA RESOURCE CONSERVATION AND DEVELOPMENT PROJECT
Project Measure Proposal

County Clarke Location Osceola

Project Name Inventory & Evaluation of East Lake Date 4/10/74

Description To inventory and evaluate needed improvements for erosion control
at East Lake Park.

Benefits Expected Inventory & Evaluation will point out improvements needed
and lead to technical and financial assistance for solving the problems.

Estimate Cost \$ None Local Share None %

Present Progress _____

RC&D Assistance Needed: Technical X Financial _____

Other _____

Suggested Sponsoring Group Clarke County Conservation Board

Signed John W. Saylor chairman

Address 209 East Pearl Street
Osceola - Iowa 50213

Submit 3 copies to any member of your County RC&D Steering Committee or Soil
Conservation District office

PROJECT ROUTING PROCEDURE

Sponsoring Group

We will Sponsor Project ☒ We will not Sponsor ☐

Name and Address of Contact Man Meivin Goeldner, 209 E. Pearl St., Osceola, Iowa

Remarks _____

4/10/74

Date

Clarke Co. Conservation Bd.

Name of Sponsoring Group

Meivin H. Goeldner, chm

Signature and Title

County Sub-Committee

Approve Project ☐ Disapprove Project ☐

Remarks _____

Date

Name

Chairman, Sub-Committee

County Steering Committee

Approve Project ☒ Disapprove Project ☐

Remarks _____

4/10/74

Date

Richard E Hill

Name

Chairman, County
Steering Committee

Project Committee

Approve Project ☐ Disapprove Project ☐

Remarks _____

Date

Name

Chairman, Project Committee

Executive Board

Final Approval ☐ Disapproved ☐

More Information Needed ☐

Project Priority ☐ High ☐ Medium ☐ Low ☐

Remarks _____

Date

Name

Chairman

East Lake Park Critical Area Treatment
Southern Iowa RC&D Project
Clarke County, Iowa

East Lake Park Critical Area Treatment Structural Measures were inspected May 5, 1981 to determine general conditions and to note any necessary operation or maintenance.

Participants:

Harold Bonnett, Clarke County Conservation Board
Jim Asmus, Clarke County Conservation Board
John O'Neill, Clarke County Conservation Board
John Klein, Clarke County Conservation Board, Executive Officer
Adrian Fuller, Soil Conservation District Commissioner
Keith Edwards, Soil Conservation Service District Conservationist

The Operation and Maintenance Agreement entered into June 30, 1977 was reviewed.

Maintenance Inspection Comments:

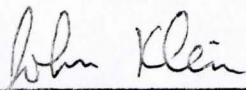
- Site 1 - One Earthfill Multipurpose Structure (R/C Pressure Pipe) located in the SE $\frac{1}{4}$, SW $\frac{1}{4}$ of Section 16, T72N, R25W, Clarke County Iowa.
Earthfill, seeding establishment, riprap and conduit including trash rack and propped outlet were considered in excellent condition.
The seeding is considered excellent.
Small willows were noted on the berm of fill.
- Site 2 - One Earthfill Grade Stabilization Structure (Corrugated Metal Pipe) located in the NE $\frac{1}{4}$, SW $\frac{1}{4}$ of Section 16, T72N, R25W, Clarke County Iowa.
Earthfill, seeding establishment and conduit considered in excellent condition.

Maintenance Conclusions & Actions:

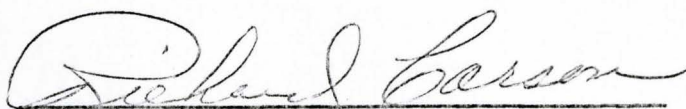
- Site 1 - Willows will be removed and controlled by mechanical and/or chemical means.
Site 2 - No maintenance action needed.

Additional Comments:

A group Tile Outlet Terrace project was completed in December 1980 to reduce siltation and improve water quality in East Lake Watershed.



Clarke County Conservation Board



Clarke County Soil Conservation District

Awt 712-246-3921

East Lake -

Look Overall-Conservation Plans

Lyle - ^{Bohard} ~~Asrell~~ - ~~Bohard~~ - Welker - SU student
Rec. plan necessary for planning →

Jan 26 - Ottawa

11:30

Let a contract for design

Cost them 50%

updated '78
to

Construct 91,000 apiece
182,000
x20%
36,000⁰⁰

Actual should be 12-14%

→ Then share \$12,000 Co. Cons. Bd.

18300

18600

18400

17800

17800

17700

108,600

~~51~~

17-37

18000 on hand
10,000 revenue sharing.

East Lake Construction (most cost share - SCS)

\$ Est. SCS Figure

1979-80	Water supply from city	5000
	2-lane access road (1600 ft)	25,000
	parking area	11,000
	Comfort station - 8 set	9,500
	parking barriers	500
		<u>50,000</u>

1980-81	Campground construction	
	Land grading & shaping	4,000
	Electric hookups (+ water lines)	4,000
	Access Road - single lane	19,000
	Trash cans & holders	1,000
	tile (5" - 600 ft)	400
		<u>28,400</u>

1981-82	Seeding campground area	6,400
	Tree & shrub planting - picnic	4,000
	Landscaping - Campground	5,200
	picnic Picnic tables - Campground	3,000
	" " - picnic	3,600
		<u>22,200</u>

1982-83	Signs & security light	700
	Parking Barriers - Campground	800
	Comfort Station - "	8,000
	" " - (20)	2,000

East Lake Construction (most cost share - SCS)

Est. SCS Figure

1979-80	Water supply from city	5000	
	2-lane access road (1600 ft)	25,000	
	parking area	11,000	
	Comfort station - 8 set	9,500	
	parking barriers	500	
			50,000

1980-81	Campground construction		
	Land grading & shaping	4,000	
	Electric hookups (+ water lines)	4,000	
	Access Road - single lane	19,000	
	Trash cans & holders	1,000	
	tile (5" - 600 ft)	400	
			29,400

1981-82	Seeding campground area	6,400	
	Tree & shrub planting - picnic	4,000	
	Landscaping - Campground	5,200	
	picnic Picnic tables - Campground	3,000	
	" " - picnic	3,600	
			22,200

1982-83	Signs & security light	700	
	Parking Barriers - Campground	800	
	Comfort Station - "	8,000	
	" " (sewer 130)	2,000	

79 - 80
estimated

Projected

Projected

1980-81

1981-82

COO
COSTER
BOA

REVENUES					
Administration and Maintenance	11,052	13,000			
Area Development	53,000	29,400			
Professional Help	10,288	11,000			
Travel Purchase					
Clark County Medical Soc.	300	480			
Clark County Security	700	748			
Clark County EMS	60	75			
	75,400	54,703			
EXPENSES					
Salaries	10,387	87	584		
Benefits of Employees					
Clark County Tax	40,000	41,000	42,000		
Clark County, Construction and Maintenance	25,000	14,200	11,100		
	100				
TOTAL	75,487	55,287			

MEMO

East Lake Park Critical Area Treatment
Southern Iowa RC&D Project
Clarke County Iowa

East Lake Park Critical Area Treatment Structural Measures were inspected July 1, 1980 to determine general conditions and to note any necessary operation or maintenance.

Participants:

Ronald Whitham, Clarke County Conservation Board
Harold Bonnett, Clarke County Conservation Board
Jim Asmus, Clarke County Conservation Board
Frank Riley, Clarke County Conservation Board
John O'Neill, Clarke County Conservation Board
John Klein, Clarke County Conservation Board, Executive Officer
Keith Edwards, Soil Conservation Service District Conservationist

The Operation and Maintenance Agreement entered into June 30, 1977 was reviewed.

Maintenance Inspection Comments:

Site 1 - One Earthfill Multipurpose Structure (R/C Pressure Pipe) located in the SE $\frac{1}{4}$, SW $\frac{1}{4}$ of Section 16, T72N, R25W, Clarke County Iowa. Earthfill, seeding establishment, riprap and conduit including trash rack and propped outlet were considered in excellent condition.

The seeding is considered excellent.

The small rill that was noted in August 1979 report has been filled, smoothed, seeded and established.

Site 2 - One Earthfill Grade Stabilization Structure (Corrugated Metal Pipe) located in the NE $\frac{1}{4}$, SW $\frac{1}{4}$ of Section 16, T72N, R25W, Clarke County Iowa.

Earthfill, seeding establishment and conduit considered in excellent condition.

Maintenance Conclusions & Actions:

*Site 1 - No maintenance action needed.

Site 2 - No maintenance action needed.



Clarke County Conservation Board



Clarke County Soil Conservation District

East Lake Park Critical Area Treatment
Southern Iowa RC&D Project
Clarke County Iowa

East Lake Park Critical Area Treatment Structural Measures were inspected July 1, 1980 to determine general conditions and to note any necessary operation or maintenance.

Participants:

Ronald Whitham, Clarke County Conservation Board
Harold Bonnett, Clarke County Conservation Board
Jim Asmus, Clarke County Conservation Board
Frank Riley, Clarke County Conservation Board
John O'Neill, Clarke County Conservation Board
John Klein, Clarke County Conservation Board, Executive Officer
Keith Edwards, Soil Conservation Service District Conservationist

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Maintenance Inspection Comments:

Site 1 - One Earthfill Multipurpose Structure (R/C Pressure Pipe) located in the SE $\frac{1}{4}$, SW $\frac{1}{4}$ of Section 16, T72N, R25W, Clarke County Iowa. Earthfill, seeding establishment, riprap and conduit including trash rack and propped outlet were considered in excellent condition.

The seeding is considered excellent.

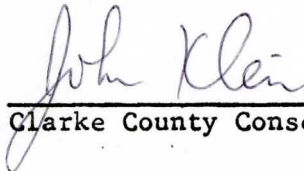
The small rill that was noted in August 1979 report has been filled, smoothed, seeded and established.

Site 2 - One Earthfill Grade Stabilization Structure (Corrugated Metal Pipe) located in the NE $\frac{1}{4}$, SW $\frac{1}{4}$ of Section 16, T72N, R25W, Clarke County Iowa. Earthfill, seeding establishment and conduit considered in excellent condition.

Maintenance Conclusions & Actions:

Site 1 - No maintenance action needed.

Site 2 - No maintenance action needed.



Clarke County Conservation Board



Clarke County Soil Conservation District

Clarke Co. SCD

OPERATION AND MAINTENANCE AGREEMENT
FOR
STRUCTURAL MEASURES

THIS AGREEMENT, made on June 30, 1977, is between the Soil Conservation Service, United States Department of Agriculture, herein-after referred to as the Service, and the following organization(s) hereinafter referred to as the Sponsor:

Clarke County Conservation Board
Clarke County Soil Conservation District

The Sponsor and the Service agree to carry out the plan on the attached 6 pages for the operation and maintenance of structural measures in the East Lake Park Critical Area Treatment Measure Plan No. 197, Southern Iowa Resource Conservation and Development Area, State of Iowa. The measures covered by this agreement are identified as:

1. Site 1 - One (1) Earthfill Multipurpose Structure (R/C Pressure Pipe), located in the SE $\frac{1}{4}$, SW $\frac{1}{4}$ of Section 16, T72N, R25W, Clarke County, Iowa.
2. Site 2 - One (1) Earthfill Grade Stabilization Structure (Corrugated Metal Pipe), located in the NE $\frac{1}{4}$, SW $\frac{1}{4}$, of Sec. 16, T72N, R25W, Clarke County, Iowa.

Name of Sponsor Clarke County Conservation Board

By William E. Zeldow Title Chairman

This action was authorized at an official meeting of the Sponsor named immediately above on June 30, 1977 at Osceola, Iowa

Attest Frank W. Philby Title Executive Officer

Name of Sponsor Clarke County Soil Conservation District

By Adrian T. Fuller Title Chairman

This action was authorized at an official meeting of the Sponsor named immediately above on June 30, 1977 at Osceola, Iowa

Attest Linda Hodge Title District Clerk

Soil Conservation Service, United States Department of Agriculture

By William J. Bruno Title State Conservationist

OPERATION AND MAINTENANCE PLAN

I. OPERATIONS

- A. The sponsor will be responsible for and will operate or have operated without cost to the Service the structural measures in compliance with any applicable Federal, State and local laws, and in a manner that will assure that the structural measures will serve the purpose for which installed as set forth in the Work Plan.
- B. The Service will, upon request of the Sponsor and to the extent that its resources permit, provide consultative assistance in the operation of the structural measures.

II. MAINTENANCE

- A. The Sponsor will:
 - 1. Be responsible for and promptly perform or have performed without cost to the Service except as provided in Paragraph III, Establishment Period, all maintenance of the structural measures determined by either the Sponsor or the Service to be needed.
 - 2. Obtain prior Service approval of all plans, designs and specifications for maintenance work involving major repair.
- B. The Service will, upon request of the Sponsor and to the extent that its resources will permit, provide consultative assistance in the preparation of the plans, designs and specifications for needed repair of the structural measures.

III. ESTABLISHMENT PERIOD

- A. During an Establishment Period, as herein defined, the Service will bear such part of the cost of any needed major repairs to the structural measures, including associated vegetative work, as is proportionate to the original construction costs borne by the Service in the construction of the structural measures except that the Service will not bear any of the cost for:
 - 1. Repairs to channels or portions thereof which do not have permanent linings such as concrete, riprap, or grouted rock.
 - 2. Repairs determined by the Service to have been occasioned by improper operation or maintenance, or both.
 - 3. Repairs applicable to municipal or industrial water supply or to any other purpose for which construction costs are not authorized to be paid for in whole or in part with funds appropriated to the Service.

III. ESTABLISHMENT PERIOD (continued)

4. Repairs that are mutually determined by the Sponsor and the Service as being items of normal maintenance rather than major repair and are not therefore in keeping with the spirit and intent of the Establishment Period provisions.

B. The Establishment Period for structural measures (exclusive of any associated vegetative work) is a period of three years ending at midnight on the third anniversary of the date on which the structural measure is accepted.

C. The Establishment Period for vegetative work associated with a structural measure is a period from date of acceptance of the initial vegetative work to midnight of the date on which the Service writes the Sponsor advising that an adequate vegetative cover has been obtained. However, this period shall not exceed two growing seasons or the end of the Establishment Period for the associated structural measure whichever is greater in time.

D. As used in the two preceding paragraphs, and elsewhere in this Plan, the following words have the meanings described below:

ACCEPTED, ACCEPTANCE: The date structural or vegetative measures are accepted from the contractor when a contract is involved, or the date structural or vegetative measures are completed to the satisfaction of the Service when force account operations are involved.

ADEQUATE VEGETATIVE COVER: A minimum of seventy percent (70%) cover of the desirable species, with no active rilling that cannot be controlled by the vegetation.

E. Major repair may involve such things as (1) repairing separated joints, cracks or breaks in the principal spillway, (2) correcting seepage, (3) replacing significant backfill around structures resulting from major erosion damage, (4) major revegetation due to failure to obtain an adequate vegetative cover, and (5) restoring areas with significant erosion caused by unusual flow (volume, recurrence or extended period of time) in emergency spillways.

F. No action with respect to needed repairs during the Establishment Period will be taken by the Sponsor or the Service which would lessen or adversely affect any legal liability of any contractor or his surety for payment of the cost of the repairs.

IV. INSPECTIONS AND REPORTS

A. During the Establishment Period the Sponsor and the Service will jointly inspect the structural measures at least annually and after unusually severe floods or the occurrence of any other unusual condition that might adversely affect the structural measures. Any supplemental inspections then determined necessary will be scheduled and agreed to at that time.

- B. After the Establishment Period the structural measures will be inspected annually by the Sponsor, and after unusually severe floods or the occurrence of any other unusual condition that might adversely affect the structural measures.
- C. After the Establishment Period the Service may inspect the structural measures at any reasonable time.
- D. A written report will be made of each inspection. The report of joint inspections will be prepared by the Sponsor with the assistance of the Service. A copy of each report will be provided by the party preparing the report to the other party within ten days of the date on which the inspection was made.

V. RECORDS

The Sponsor will maintain in a centralized location a record of all inspections performed both individually and jointly by the Sponsor and the Service, and of all significant actions taken by the Sponsor with respect to operation and maintenance. The Service may inspect these records at any reasonable time.

VI. GENERAL

A. The Sponsor will:

- 1. Prohibit the installation of any structures or facilities that will interfere with the operation or maintenance of the structural measures.
- 2. Obtain prior Service approval of the plans and specifications for any alteration or improvement to the structural measures.
- 3. Obtain prior Service approval of any agreement to be entered into with other parties for the operation or maintenance of all or any part of the structural measures, and provide the Service with a copy of the agreement after it has been signed by the Sponsor and the other party.

B. Service personnel will be provided the right of free access to the structural measures at any reasonable time for the purpose of carrying out the terms of this plan.

C. The responsibilities of the Sponsor under this plan are effective simultaneously with the acceptance of the works of improvement in whole or in part.

VIII. SPECIAL PROVISIONS

A. The Clarke County Conservation Board will:

- 1. Perform operation and maintenance of all works of improvement listed in this agreement by use of force account, open market procurement or contract for equipment, labor, supplies and materials.

2. Provide operation and maintenance funds for all structural measures listed in this agreement from county funds.

B. The Clarke County Soil Conservation District will:

1. Encourage landowners, upon whose lands the structural measures are located, to (1.) continually observe the structural measures for operation and maintenance needs and report same to the District, and to (2.) perform minor operation and maintenance work.
2. Designate dates and make other necessary arrangements for the annual inspection.

C. Maintenance work which may be necessary to perform, as agreed upon and recorded in annual and special inspection reports, may include, but is not limited to, the following:

1. Vegetation

- a. Reseed, resod, and fertilize areas of poor stand or areas destroyed by erosion. If necessary, restore eroded areas before reseeding.
- b. Cut or spray with approved herbicide and remove undesirable vegetation. Observe state and local ordinances regarding spraying and burning.
- c. Fertilize vegetation as required to maintain a vigorous stand.
- d. Control grazing to insure proper vegetative cover.
- e. Mow grass at planned intervals to maintain optimum cover and for desired uses, including wildlife.

2. Earth Dams

- a. Replace soil removed by rodents.
- b. Inspect drainage systems and relief wells annually for proper functioning and clean out or replace as necessary.
- c. Maintain riprap or other wave-protection measures and replace as needed.
- d. Remove and/or stabilize slide material as soon as practical. It may be necessary to construct a berm or flatten the slope.

VII. SPECIAL PROVISIONS (continued)

- e. Restore to proper elevation dikes that have settled.
- f. Replace eroded material and revegetate eroded areas in emergency spillways, gutters and other areas.

3. Structures

- a. Stabilize the plunge pool with appropriate maintenance measures at the outlet of principal spillways having propped outlets.
- b. Keep stilling basin free of debris-rock.
- c. Restore eroded earth materials or damaged riprap around energy dissipaters and reseed the area if appropriate.
- d. Restore concrete that has deteriorated.
- e. Maintain in proper working order gates and valves, trash racks, and metal works. Immediately remove ice and debris that may hamper their function. Restore protective coatings if necessary.
- f. Maintain fences in good condition until there is mutual agreement that they are no longer needed to protect structural works of improvement.
- g. Repaint, as needed, all surfaces requiring protection by paint.
- h. Repair and repaint or replace signs and plaques to keep them sightly and functional.

- D. This Plan may be amended by mutual consent of all parties hereto for the purpose of adding or deleting structural measures which have similarly been added or deleted from the approved Watershed Work Plan; or the provisions of this Plan conflict with State Law or become inoperative.

VIII. PROPERTY MANAGEMENT STANDARDS

Exhibit 2910 is attached and made a part of this agreement. It contains prescribed standards governing the utilization and disposition of property furnished by the Service or acquired in whole or in part by the Sponsor with Service-furnished funds.

PROPERTY MANAGEMENT STANDARDS

(Attachment to Operation and Maintenance Agreement)

The standards prescribed herein govern the utilization and disposition of property furnished by SCS or acquired in whole or in part with SCS-furnished funds by the sponsors. Sponsors are responsible for observing the standards set forth herein. Sponsors are authorized to use their own property management standards and procedures as long as the provisions set forth herein are included.

1. Definitions

- (a) Real property. Real property means land, land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.
- (b) Personal property. Personal property means property of any kind except real property. It may be tangible -- having physical existence, or intangible -- having no physical existence, such as patents, inventions, and copyrights.
- (c) Nonexpendable personal property. Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit. A sponsor may use its own definition of nonexpendable personal property provided that such definition would at least include all tangible personal property as defined above.
- (d) Expendable personal property. Expendable personal property refers to all tangible personal property other than nonexpendable property.
- (e) Excess property. Excess property means property under the control of any federal agency which, as determined by the head thereof, is no longer required for its needs.

2. Use of Real Property

Sponsors shall use any real property acquired partly or wholly with SCS financial assistance, as long as needed for the purpose for which it was acquired and in accordance with the O&M agreement. When the real property is no longer needed for the purpose of the SCS financial assistance, the sponsor shall obtain SCS approval of its plans for future use or disposition.

3. Use of Nonexpendable Personal Property

- (a) Nonexpendable personal property acquired with federal funds. When non-expendable personal property is acquired by a sponsor wholly or in part with federal funds, title will not be taken by the federal government, but shall be vested in the sponsor subject to the following restrictions on use and disposition of the property:

- (1) The sponsor shall retain the property acquired with federal funds in the federally financially assisted program as long as there is a need for the property to accomplish the purpose of the program whether or not the program continues to be supported by federal funds. When there is no longer a need for the property to accomplish the purpose of the federally financially assisted program, the sponsor shall use the property in connection with

other federal grants it has received in the following order of priority:

- (i) Other grants of the SCS needing the property.
 - (ii) Grants of other federal agencies needing the property.
- (2) When the sponsor no longer has need for the property in any of its federal grant programs, the property may be used for its own official activities in accordance with the following standards:
- (i) Nonexpendable property with an acquisition cost of less than \$500 and used four years or more. The sponsor may use the property for its own official activities without reimbursement to SCS or sell the property and retain the proceeds.
 - (ii) All other nonexpendable property. The sponsor may retain the property for its own use provided that a fair compensation is made to the SCS for the SCS share of the cost of the property. The amount of compensation shall be computed by applying the percentage of SCS participation in the SCS financially assisted undertaking to the current fair market value of the property.
- (3) If the sponsor has no need for the property, disposition of the property shall be made as follows:
- (i) Nonexpendable property with an acquisition cost of \$1,000 or less. Except for that property which meets the criteria of (2) (i) above, the sponsor shall sell the property and reimburse the SCS an amount which is computed in accordance with the last paragraph in (ii) below.
 - (ii) Nonexpendable property with an acquisition cost of over \$1,000. The sponsor shall request disposition instructions from SCS. The SCS shall determine whether the property can be used to meet a SCS requirement. If no requirement exists within SCS, the availability of the property shall be reported to the General Services Administration (GSA) by the SCS to determine whether a requirement for the property exists in other federal agencies. The SCS shall issue instructions to the sponsor within 120 days and the following procedures shall govern:

If the sponsor is instructed to ship the property elsewhere, the sponsor shall be reimbursed by the benefiting federal agency with an amount which is computed by applying the percentage of the sponsor participation in the SCS financially assisted undertaking to the current fair market value of the property, plus any shipping or interim storage costs incurred.

If the sponsor is instructed to otherwise dispose of the property, he shall be reimbursed by the SCS for such costs incurred in its disposition.

If disposition instructions are not issued within 120 days after reporting, the sponsor shall sell the property and reimburse the SCS an amount which is computed by applying the percentage of SCS participation in the undertaking to the sales proceeds. Further, the sponsor shall be permitted to retain \$100 or 10 percent of the proceeds, whichever is greater for the sponsor's selling and handling expenses.

4. Other Requirements for Nonexpendable Personal Property

The sponsor's property management standards for nonexpendable personal property shall also include the following procedural requirements:

- (a) Property records shall be maintained accurately and provide for: a description of the property; manufacturer's serial number or other identification number; acquisition date and cost; source of the property; percentage of federal funds used in the purchase of property; location, use, and condition of the property; and ultimate disposition data including sales price or the method used to determine current fair market value if the sponsor reimburses SCS for its share.
- (b) A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization, and continued need for the property.
- (c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to the property. Any loss, damage, or theft of nonexpendable property shall be investigated and fully documented.
- (d) Adequate maintenance procedures shall be implemented to keep the property in good condition.
- (e) Proper sales procedures shall be established for unneeded property which would provide for competition to the extent practicable and result in the highest possible return.

5. Expendable Personal Property

When the total inventory value of any unused expendable personal property exceeds \$500 at the expiration of need for any federal grant purposes, the sponsor may retain the property or sell the property as long as it compensates SCS for its share in the cost. The amount of compensation shall be computed in accordance with 3(a)(2)(ii) above.

6. Intangible Personal Property

- (a) If any program produces patents, patent rights, processes, or inventions, in the course of work aided by a SCS financial assistance, such fact shall be promptly and fully reported to SCS. The SCS shall determine whether protection on such invention or discovery shall be sought and how the rights in the invention or discovery--including rights under any patent issued thereon--shall be disposed of and administered in order to protect the public interest consistent with "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 F.R. 16889).
- (b) Where the SCS financial assistance results in a book or other copy-rightable material, the sponsor is free to copyright the work, but SCS reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes.

EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT

RC&D MEASURE PLAN

#197

APPLICATION

SPONSORED BY

CLARKE COUNTY CONSERVATION BOARD

and

CLARKE COUNTY SOIL CONSERVATION DISTRICT
CLARKE COUNTY, IOWA

SOUTHERN IOWA
RESOURCE CONSERVATION AND DEVELOPMENT PROJECT

Prepared with assistance from:

U. S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE
DES MOINES, IOWA

August 1975

Prepared under the authority of Section 102 of the Food and Agriculture Act of 1962 (Public Law 87-703), and of the Soil Conservation Act of April 27, 1935, (16 U.S.C. - 590 a-f).

EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT

I. DESCRIPTION OF THE PLANNING AREA

A. The Planning Area

Because of recent developments in Clarke County, there is ^a ~~an~~ ~~urgent~~ need for an acceleration of improvement of the park and recreational facilities for the people of Osceola and Clarke County. *Clarke county & surrounding area.*

} Put on
Page 2
21

During the past 10 years, Osceola, a town of approximately 3300 people, has had substantial industrial growth with five new plants providing approximately 450 jobs plus the resulting increased employment provided by the services and businesses.

The park area is ~~now~~ owned by the County Conservation Board and is located one fourth mile east ~~of border~~ of Osceola, ~~and borders Highway 34.~~ It consists of a total area of 70 acres. of sloping to strongly sloping Grundy-Shelby soils. ~~Of this area, there is an area of approximately 52 acres of potential park area in need of land treatment and development, a 13 acre lake and approximately 5 acres of developed picnic and playground area adjoining Highway 34.~~ The completion of IOWA-WS-5 and IOWA-WS-4 forms indicate that 88% of the ~~land in the watershed is adequately treated. Of the 320 acre watershed, approximately 52 acres is urban housing and does not require a conservation plan. One hundred ninety six acres of the remaining acreage or 98% of the land is under a conservation plan.~~

*of the
land*

*(See planning
area map)*

*land use
undeveloped*

320 Ac

B. Problems and/or Opportunities

Move to page 1

Park

~~East Lake Park is a seventy acre area containing a 13 acre body of water. The drainage area for the lake is approximately 320 acres. Development is primarily playground type equipment. Some limited camping is allowed. Drinking water and pit toilets are available in the park area. Development is on about 4 acres immediately below the dam. This is the only county-owned recreation area in Clarke County.~~

1

The dam is earthfill with a concrete chute spillway outlet. It was originally built by the city as a water supply source ~~about sixty years ago~~ *in 1915*. It is about 35' high with approximately 1-1/2 to 1 side slopes.

2

The concrete chute spillway is in complete disrepair. The downstream portion has completely failed. Erosion under the chute indicates significant seepage when water levels are higher. It appears that if nothing is done, the spillway will be breached with complete failure of the embankment in 2 to 5 years.

A rough thumbnail estimate of structure repair cost is \$60,000. This would upgrade the structure to present criteria.

3

improvement of

~~To move to another site, purchase the same amount of land, install a reservoir, and come to the same level of development would exceed the cost of repair of the present structure. This would depend to a great deal on land cost. The existing resource would have to be drained and abandoned.~~

Move to section

4

Park 4

~~The repair and/or upgrading this structure would eliminate the constant hazard of the structure failing and the resulting damages to the developed area and Highway 34.~~

The total development of this area would make a substantial contribution toward meeting the City of Osceola and Clarke County's recreational needs. It would not affect private property nor remove it from the tax base.

(3)

C. Soils Information

II. MEASURE SPONSOR'S OBJECTIVE

The major objective of the local sponsors is to ~~protect their initial investment by repairing and/or upgrading the dam, controlling erosion, on the park area and eliminating the potential hazard of the dam breaking.~~

and
~~They also propose to provide additional needed water-based recreational facilities for public use.~~

The purposes of this RC&D Measure are Critical Area Treatment and Public Water-Based Recreation basic facilities.

III. ALTERNATIVES CONSIDERED

Continued Maintenance
riprap in spillway

Move to another site

do nothing

IV. INSTALLATION

A. What Will be Installed

1. Critical Area Treatment Measures

The following measures (conservation ^{land treatment} practices) will be established ~~during the next five years~~ to stabilize a gully and treat all seriously eroding lands draining into East Lake Park Lake. These practices will be installed according to the appropriate standards and specifications shown in the SCS Technical Guide prepared for the Clarke County Soil Conservation District.

<u>Critical Area Treatment Measures</u>	<u>Estimated Amount</u>	<u>Estimated Cost</u>
Grade Stabilization Structure	1 (No)	\$6000
Tree Planting	Acres	

2. Public Water-Based Recreation Measure Basic Facilities

Additional facilities are needed for picnicking, camping and open space. Plans are to provide an additional 50 picnic tables and 30 parking spaces for trailers.

The total designed capacity is for 400 people with these additional facilities.

This development is consistent with the Iowa State Comprehensive Outdoor Recreation Plan.

Inquiries by the sponsors to other appropriate State and Federal agencies have failed to secure assistance for this development. The sponsors are interested in a quality development and have considered present and probable land use and treatment of the area surrounding the development.

The facility will be designed, constructed and maintained in compliance with State Health requirement.

Insofar as possible, the facilities will be designed and constructed so as to be accessible to the physically handicapped.

(7)

The specifications for these facilities will be prepared by a qualified engineering and architectural firm and approved by the Soil Conservation Service before installation begins.

The following items will be installed:

<u>Public Water-Based Recreation</u> <u>Measure Basic Facilities</u>	<u>Estimated</u> <u>Amount</u>	<u>Estimated</u> <u>Cost</u>
Access Road-Grading	6,000 ft.	
Access Road-Hard Surfacing	6,000 ft.	
Camp Road - Grading		
Camp Road - Gravel Surface		
Parking Lots - Grading, gravel, surfacing and barriers		
Water Pump		
Boat Docks		
Water Lines		
Picnic Area		
Camping Area		
Electricity		
Camping Area (Westside)	30	
Picnic Tables	50	
Shelter House (Picnic Area)	1	
Shower to Rest Rooms (camping area)		
Rest Room - Vault Type (picnic area)		
Play Ground Equipment (picnic area)		
Grills	40	
Garbage can stands	30	
Trailer dump station		

Fishing Jetty
 Dam Restoration
 Fish Stocking
 Tree Planting
 Recreational Trails

B. Installation Costs

Costs in this plan represent preliminary estimates. In finally determining the costs to be borne by each party, the actual costs incurred in the installation of the measures will be cost-shared according to the percentages shown for each RC&D measure purpose. Administrative costs will be borne by the Soil Conservation Service, the Clarke County Soil Conservation District and the Clarke County Conservation Board as incurred by each for satisfactory completion of the work.

1. Critical Area Treatment Measures

- (a) Engineering and other technical assistance - the Soil Conservation Service in cooperation with the Clarke County Soil Conservation District will provide all of the engineering and other technical assistance needed to install these measures.
- (b) Construction costs - the Soil Conservation Service will share 75% of the construction costs except for the Pasture and Hayland Planting. The other 25% of the construction costs will be provided by the Clarke County Conservation Board.

2. Public Water-Based Recreation-Basic Facilities

- (a) Engineering Services - The Clarke County Conservation Board will contract for the needed engineering and architectural services from sources other than the Soil Conservation Service. These costs are estimated to be \$40,600. These costs will be shared 50% by the Clarke County Conservation Board and 50% by the Soil Conservation Service.
- (b) Construction Costs - These costs will be shared 50% by the Soil Conservation Service and 50% by the City of Osceola. These costs are estimated to be \$201,620.

C. Method of Financing

1. The Soil Conservation Service will finance its share of the cost using Resource Conservation and Development funds contingent upon appropriations by Congress.
2. The Clarke County Conservation Board will finance its share of the costs from general tax funds. The Clarke County Conservation Board may establish schedules of admission and use fees for the public water-based recreation facilities provided that such fees do not produce revenues in excess of that needed to amortize their initial investment and provide for adequate operation and maintenance of the facilities.

D. Land Rights

1. Critical Area Treatment Measures

The Clarke County Conservation Board will secure needed land rights.

2. Public Water-Based Recreation Facilities

The Clarke County Conservation Board will provide land rights. It now owns the land. The city agrees that the land will not be sold or otherwise disposed of for the evaluated life of the development (50 years) except to a public agency that will continue to operate and maintain the development in accordance with the operation and maintenance agreement.

E. Contracting and Procurement

1. Critical Area Treatment

The ~~Grade~~ Stabilization Structure will be installed by contract. The Clarke County Conservation Board will award and administer the contract.

At this time it is planned that the County Conservation Board provide and/or obtain donated labor needed for planting trees and shrubs.

2. Public Water-Based Recreation-Basic Facilities

These measures will be installed by contracts awarded and administered by the Clarke County Conservation Board.

V. ECONOMIC EVALUATION, BENEFITS AND EFFECTS

The justification for using RC&D funds for this measure is based on the total impact this measure will have on the community. Controlling erosion and installing recreational facilities will preserve and increase the usefulness of East Lake Park.

Recreational facilities will provide an estimated _____ recreational days with the added facilities. An estimated value for a visitor day is _____. Thus, _____ of recreational benefits are expected.

Construction of the project measures will provide employment for approximately _____ man days of work. After installation there will be approximately _____ days of employment each year.

Benefits expected from these measures are of the community type. Therefore, RC&D funds can be used for this measure plan. The estimated annual benefit-cost ratio for the Public Water-Based Recreational Development portion of this measure is ____ to ____.

VI. OPERATION AND MAINTENANCE

Operation and maintenance agreements will be entered into prior to execution of project agreements.

An Operation and Maintenance Agreement will be executed between the Clarke County Conservation Board and the Soil Conservation Service for measure plan items installed in East Lake Park with RC&D cost-sharing.

The estimated annual cost of operation, maintenance and replacement for items under the Public Water-Based Recreational Development is _____.

Operation, maintenance and replacement costs on Public Water-Based Recreational Development will include such action as:

1. Keep all items painted and repaired.
2. Repair all damages done to roads, camping and parking area.
3. Replace needed parts and repair such items as boat docks, lighting fixtures, grills, boat ramps, rest rooms, trailer dump and power receptacles, etc.
4. Maintain (reseed if necessary) all vegetative cover.

Inspection of the improvements of the Public Water-Based Recreational Development portion of the measure will be made annually by the Clarke County Conservation Board and the Soil Conservation Service for a period of three years. Annual inspections after the third year will be made by the Clarke County Conservation Board.

VII. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION ACT

The measure sponsor assures that comparable replacement dwellings will be available for individuals and persons displaced from dwellings, and will provide relocation assistance advisory services and relocation assistance, make the relocation payments to displaced persons, and otherwise comply with the real property acquisition policies contained in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646, 84 Sta. 1894) effective as of January 2, 1971, and the Regulations issued by the Secretary of Agriculture pursuant thereto.

The costs of relocation payments will be shared by the measure sponsor and the Service as follows:

<u>Clarke County Conservation Board</u>	<u>Service</u>	<u>Estimated Relocation Payment Costs</u>
<u>(percent)</u>	<u>(percent)</u>	<u>(Dollars)</u>
Relocation Payments		0

Investigation has disclosed that under present conditions the RC&D measure will not result in the displacement of any person, business or farm operation. However, if relocations become necessary, relocation payments will be cost-shared in accordance with the percentages shown.

VIII. MUTUALLY AGREEABLE PLAN

Through a request of the Clarke County Conservation Board and the Clarke County Soil Conservation District (called sponsors) and the cooperative efforts of the Sponsors and the Soil Conservation Service (called SCS) this mutually agreeable RC&D measure plan has been completed. This measure has been adopted by the Southern Iowa RC&D Council and included in the project plan as a means to accomplishing objectives for the project.

IX. AGREEMENT REQUIRED TO OBLIGATE FUNDS

This is not a fund-obligating document. Financial and other assistance to be furnished by SCS in carrying out the work in this plan is contingent on the appropriation of funds for this purpose.

A separate agreement will be entered into between the Soil Conservation Service and the sponsors before either party initiates work involving funds of the other party. Such agreement will set forth in detail the financial and working arrangements and other conditions that are applicable to the specific improvements to be installed.

X. COMPLIANCE WITH CIVIL RIGHTS ACT

The program conducted will be in compliance with all requirements respecting nondiscrimination as contained in the Civil Rights Act of 1964 and the Regulations of the Secretary of Agriculture (7. C.F.R. Sec. 15.1 - 15.12) which provide that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any activity receiving Federal financial assistance.

XI. NO MEMBER OF CONGRESS TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

XII. This measure plan may be amended, revised or terminated only by mutual agreement of the parties hereto.

Signed Copy

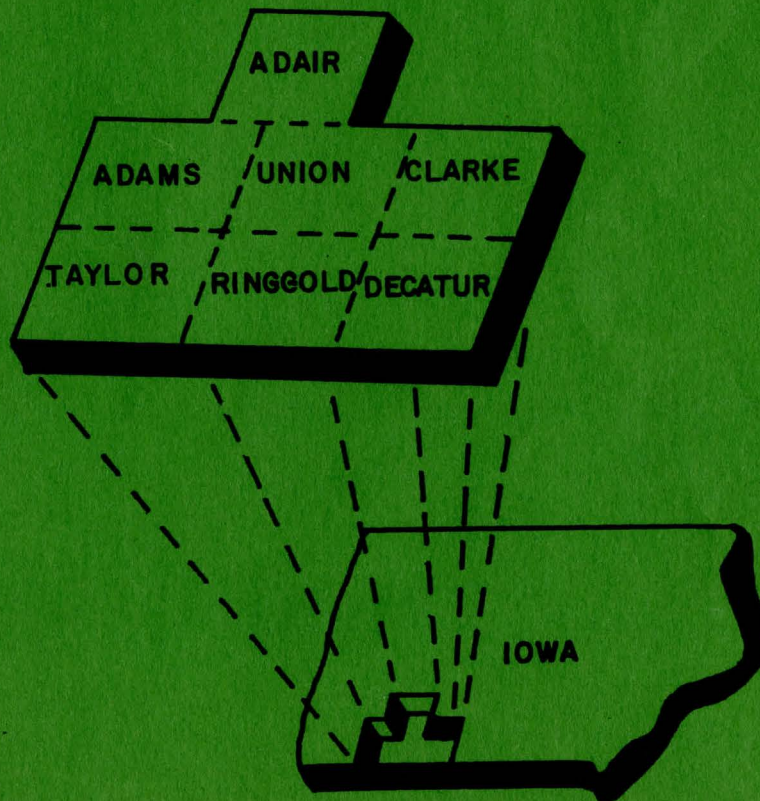
RC&D MEASURE PLAN

EAST LAKE PARK CRITICAL AREA TREATMENT AND PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT

CLARKE COUNTY, IOWA

NO. 197

SOUTHERN IOWA RESOURCE CONSERVATION AND DEVELOPMENT PROJECT



EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT

RC&D MEASURE PLAN

#197

SPONSORED BY

CLARKE COUNTY CONSERVATION BOARD

and

CLARKE COUNTY SOIL CONSERVATION DISTRICT
CLARKE COUNTY, IOWA

SOUTHERN IOWA
RESOURCE CONSERVATION AND DEVELOPMENT PROJECT

Prepared with assistance from:
U. S. Department of Agriculture
Soil Conservation Service
Des Moines, Iowa

July 1976

Prepared under the authority of Section 102 of the Food and Agriculture
Act of 1962 (Public Law 87-703), Soil Conservation Act of April 27, 1935,
(16 U. S. C.-590 a-f) and Public Law 91-343.

EAST LAKE PARK CRITICAL AREA TREATMENT AND PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT

I. PLANNING AREA AND RESOURCES

A. The Planning Area

East Lake Park is located one fourth mile east of Osceola in south central Iowa. (See maps for location of measure within the project area and to the City of Osceola.)

Osceola is the county seat of Clarke County, population of 3124 (1970 census). U. S. Highways 69 and 34 pass through the city north - south and east - west, respectively. Interstate Highway 35 is two miles west. Osceola is about 45 miles south of Des Moines.

The park area, owned by the County Conservation Board, consists of 70 acres of sloping Adair-Grundy-Haig soils. Land use is 52 acres of undeveloped land, 13 acre lake, and 5 acres of developed picnic and playground area.

The dam is an earthfill with a concrete chute spillway. It was built by the City in 1915 to provide a water supply. It is about 32 feet high with approximately 1 1/2 to 1 side slopes.

Existing recreational facilities are playground equipment and picnic area. Limited overnight camping is allowed. Drinking water and pit toilets are available. This is the only park in Clarke County. The only other recreational facilities are roadside rest areas, a swimming pool in Osceola, and the town square in Hopeville, 15 miles southwest of Osceola.

The drainage area consists of 320 acres. The land use is as follows:

	Acres	Percent
Cropland	89	27.8
Pastureland	117	36.6
Recreation land	53	16.6
Urban land	52	16.2
Other land	9	2.8
Total	320	100.0

Two hundred eighty-three acres or 88 percent is adequately protected from excessive erosion. One hundred ninety-six acres or 62 percent is under conservation plan.

During the past ten years, Osceola has had substantial industrial growth with five new plants providing approximately 450 jobs plus the resulting increased employment provided by services and businesses.

B. Evaluation of Resource Capabilities

The existing dam and spillway are in need of restoration. The downstream portion of the chute spillway has failed. Erosion under the chute indicates significant seepage. It appears that if nothing is done, the spillway will breach and cause the embankment to fail in 2 to 5 years.

The condition of this dam is a hazard to the developed park area and U. S. Highway 34.

An actively eroding gully is contributing sediment to the lake.

There is a need for developing park and recreational facilities for the people of Clarke County and surrounding area. Clarke County lacks non-urban type parks and recreational areas. The county needs recreational areas offering fishing, boating, camping, picnicking, swimming, hiking, and other outdoor facilities. ^{1/}

The area lies within the Adair-Grundy-Haig Soil Association. This association is characterized by having sloping to slightly sloping loessial ridge tops and glacial till on the steeper side slopes. (See attached soils map and Iowa soils-2 forms.)

II. PLANNING OBJECTIVES AND ALTERNATIVES

A. Sponsors' Objectives

This measure plan meets two objectives listed in the project plan. They are:

1. Encourage use of RC&D program for erosion and sediment control, flood protection, gully stabilization and channel improvement.
2. Encourage development of recreational facilities and historical and scenic sights by private and public means.

Local sponsors desire to protect their initial investment by improving the dam and controlling erosion on the park area, and to provide additional water-based recreation development for public use.

^{1/} A development study for an Outdoor Recreation and Conservation Plan, Clarke County, Iowa. Yale C. Moeller, Site Planner, 1972.

The purpose of this RC&D Measure are Critical Area Treatment and Public Water-Based Basic Recreational Facilities.

B. Alternative Planning Considerations

1. Continue maintenance.

This would not solve the problem and would be expensive. The spillway needs to be replaced as soon as possible.

2. Reconstruct dam, protect the critical area from erosion by installing a grade stabilization measure and develop public water-based recreational basic facilities.

3. Select another site, purchase land, build a dam, and develop the area.

4. Do nothing.

It will be only a short period of time before the spillway will collapse.

III. INSTALLATION OF THE SELECTED PLAN

A. What Will Be Installed

1. Critical Area Treatment Measure

The grade stabilization structure will be a full flow corrugated metal pipe drop spillway. It is designed in the waterway to drop the water from one level to another for gradient control and stabilization of the upstream gully or waterway. It will be installed according to the standards and specifications in the SCS Technical Guide prepared for the Clarke County Soil Conservation District.

2. Public Water-Based Recreation Development

a. Multiple-Purpose Dam

The structure will be constructed downstream of the existing dam by using the top of this dam as the upstream berm for the new dam. No change will be made in the upstream slope below berm elevation. The elevation of the new dam will be four feet higher than the existing dam and the fill will follow the same general curvature of the present dam. The structure consists of a principal spillway of precast reinforced concrete pipe with a hooded inlet and a propped outlet as well as the necessary compacted earthfill needed to build the dam downstream and higher than the existing dam.

This development is consistent with the Iowa Comprehensive Outdoor Plan.

Inquiries by the sponsors to other appropriate state and federal agencies have failed to secure assistance for this development.

The basic recreational facilities are listed in Table 2A. The estimated cost for each area is as follows:

	<u>Estimated Cost</u>
General Area	31,950
Campground Area	45,600
Picnic Area	24,190
Subtotal	101,740
Contingencies	38,260
	140,000

An estimated schedule for installation of measures included in this plan is as follows:

1st year	Multiple Purpose Dam
2nd year	Grade Stabilization Structure
3rd year	None
4th year	Public Water-Based Recreation Basic Facilities

B. Installation Cost

Costs in this plan are preliminary estimates. In finally determining the costs to be borne by each party the actual costs incurred in the installation of the measures will be cost-shared according to the percentages shown for each RC&D measure purpose. Administrative costs will be borne by the Soil Conservation Service, the Clarke County Soil Conservation District, and the Clarke County Conservation Board as incurred by each for satisfactory completion of the work.

1. Critical Area Treatment Measure

- a. Engineering and other technical assistance will be provided by the Soil Conservation Service in cooperation with the Clarke County Soil Conservation District. These costs are estimated to be \$1200.
- b. Construction costs will be shared, 75% by the Soil Conservation Service and 25% by the Clarke County Conservation Board. These costs are estimated to be \$6,000.

2. Public Water-Based Recreation Development

a. Multiple Purpose Dam

- (1) Engineering and other technical assistance will be provided by the Soil Conservation Service in cooperation with the Clarke County Soil Conservation District. These costs are estimated to be \$12,000.
- (2) Construction costs will be shared 50% by the Soil Conservation Service and 50% by the Clarke County Conservation Board. The estimated cost of this measure is \$60,000.

b. Public Water-Based Recreation Basic Facilities

- (1) Engineering services for basic recreational facilities will be contracted by the Clarke County Conservation Board. The cost of these services will be shared 50% by the Clarke County Conservation Board and 50% by the Soil Conservation Service. These costs are estimated to be \$28,000.
- (2) Construction costs will be shared 50% by the Soil Conservation Service and 50% by the Clarke County Conservation Board. These costs are estimated to be \$140,000.

C. Method of Financing

1. The Soil Conservation Service will finance its share of the cost using Resource Conservation and Development funds contingent upon appropriations by Congress.
2. The Clarke County Conservation Board will finance its share of the costs from tax funds.

D. Land and Water Rights

The Clarke County Conservation Board owns the land and will provide all needed land rights. The Clarke County Conservation Board agrees that the land will not be sold or otherwise disposed of during the 50 year evaluated life of the development except to a public agency that will continue to operate and maintain the development in accordance with the operation and maintenance agreement. The Clarke County Conservation Board will obtain construction and water permits. They will also obtain the flowage easements.

E. Contracting and Procurement

The works of improvement will be installed by contract. The Clarke County Conservation Board will award and administer all contracts.

Prior to entering into agreements that obligate funds of the Service, the Clarke County Conservation Board will have a financial management system for control, accountability, and disclosure of PL-703 funds received, and for control and accountability for property and other assets purchased with PL-703 and PL-343 funds.

The sponsors request for advance or reimbursement from the Service will report program income earned during the grant period.

IV. ECONOMIC EVALUATION, BENEFITS AND EFFECTS

The justification for using RC&D funds for this measure is based on the total impact this measure will have on the community. Controlling erosion and installing additional recreational facilities will preserve and increase the usefulness of East Lake Park.

The estimated population within the expected zone of influence (one hour's driving time) of East Lake Park is 400,000 people.

Added recreational facilities will provide an estimated 19,850 recreational days.

Added recreational activities and benefits are as follows:

Recreation Activities

Camping	7,700 user days
Picnicking	10,150 user days
Other 1/	2,000 user days

Recreation Benefits

Visitor days use - all facilities	24,850
Visitor days use - existing facilities	5,000
Visitor days use - added facilities	19,850

19,850 visitor days use \$2.25/day \$44,660

Construction of the project measures will provide approximately 200 man-days of employment. After installation there will be approximately 50 man-days of employment annually.

1/ This is user days that occur before or after the estimated 100 days for the recreation season.

Benefits from these measures are of the community type. Estimated annual benefits are \$44,660 and estimated annual costs are \$26,540.

V. OPERATION AND MAINTENANCE

An operation and maintenance agreement will be entered into prior to execution of a project agreement. This agreement will be between the Clarke County Conservation Board and the Soil Conservation Service. The agreement will set forth operation and maintenance requirements prior to execution of a project or engineering services agreement. The Clarke County Soil Conservation District will also sign the operation and maintenance agreement. They will participate in the annual inspection and encourage landowners to observe measures for operation and maintenance needs and encourage good conservation practices in the project area.

The operation and maintenance agreement will include specific provisions for retention and disposal of property acquired or improved with PL-703 funds. The estimated annual cost of operation and maintenance is \$10,110.

The estimated annual cost of maintenance for the Critical Area Treatment measure is \$30.

The estimated annual cost of operation, maintenance and replacement for items under the Public Water-Based Recreation Development - \$10,080. Of this amount, \$150 is for the structure and \$9,930 for the facilities.

Operation, maintenance and replacement may include such actions as:

1. Repairing damage by erosion and rodents on earthfills and emergency spillways.
2. Re-establishing vegetative cover on earthfills, emergency spillways, and borrow areas.
3. Removing debris accumulations in sediment and retarding pools.
4. Keeping trash racks in proper working order.
5. Stabilizing spillway outlets.
6. Removing undesirable vegetation from earthfills and emergency spillways.
7. Mowing the grass-legume vegetation in the inlet channel and one mower width across the exit channel below the control section of the emergency spillway. This vegetation will be mowed so its height will not exceed 6 to 8 inches.
8. Repairing fences.

9. Replacing deteriorated or destroyed road surfacing.
10. Repairing or replacing picnic tables, grills, etc.
11. Replacing damaged portions of fishing piers and boat ramps.
12. Restoring deteriorated concrete.
13. Replacing damaged riprap.
14. Repairing and cleaning shelter houses and comfort stations.
15. No water skiing will be permitted.

Inspection of the improvements will be made annually by the Clarke County Conservation Board and the Soil Conservation Service for a period of three years. Annual inspections after the third year will be made by the Clarke County Conservation Board. Additional inspections will be carried out following a severe storm or any other unusual conditions that might affect the structure.

Inspection reports will be supplied to the Soil Conservation Service following each inspection. Upon request, the Clarke County Soil Conservation District will provide technical assistance for needed maintenance work.

The operation and maintenance agreement will include specific provisions for retention and disposal of property acquired or improved with PL-703 financial assistance.

VI. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION ACT

The measure sponsors assure that comparable replacement dwellings will be available for individuals and persons displaced from dwellings and will provide relocation assistance advisory services and relocation assistance, make the relocation payments to displaced persons, and otherwise comply with the real property acquisition policies contained in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646, 84 Stat. 1894) effective as of January 2, 1971, and the Regulations issued by the Secretary of Agriculture pursuant thereto.

The costs of relocation payments will be shared by the measure sponsor and the Service as follows:

	<u>Measure Sponsor</u>	<u>Service</u>	<u>Estimated Relocation Payment Costs</u>
Relocation Payments	48.0	52.0	0

Investigation has disclosed that under present conditions the RC&D measures will not result in the displacement of any person, business, or farm operation. However, if relocations become necessary, relocation payments will be cost shared in accordance with the percentage shown.

VII. MUTAULLY AGREEABLE PLAN

Through a request of the Clarke County Conservation Board and the Clarke County Soil Conservation District (called sponsors) and the cooperative efforts of the Sponsors and the Soil Conservation Service (called SCS) this mutually agreeable RC&D measure plan has been completed. This measure has been adopted by the Southern Iowa RC&D Council and included in the project plan as a means to accomplish objectives for the project.

VIII. AGREEMENT REQUIRED TO OBLIGATE FUNDS

This is not a fund-obligating document. Financial and other assistance to be furnished by SCS in carrying out the work in this plan is contingent on the appropriation of funds for this purpose.

A separate agreement will be entered into between the Soil Conservation Service and the sponsors before either party initiates work involving funds of the other party. Such agreement will set forth in detail the financial and working arrangements and other conditions that are applicable to the specific improvements to be installed.

IX. COMPLIANCE WITH CIVIL RIGHTS ACT

The program conducted will be in compliance with all requirements respecting nondiscrimination as contained in the Civil Rights Act of 1964 and the Regulations of the Secretary of Agriculture (7 C.F.R. Sec. 15.1 - 15.12) which provide that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any activity receiving federal financial assistance.

X. NO MEMBER OF CONGRESS TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

This measure plan may be amended, revised or terminated only by mutual agreement of the parties hereto, except for cause.

CLARKE COUNTY CONSERVATION BOARD

By *John W. Goeldner* Date *8-12-1976*

Title *Chairman*

Authorized by a resolution of the Clarke County Conservation Board,
Clarke County, Iowa at a meeting held on *8-17-76*.

CLARKE COUNTY SOIL CONSERVATION DISTRICT

By *Glen L. Kines* Date *8/19/76*

Title *Chairman*

Authorized by a resolution of the Clarke County Soil Conservation District
at a meeting held on *August 19, 1976*.

SOIL CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

By *William Bruno*
State Conservationist

Date *August 24, 1976*

TABLE 1 - ESTIMATED COST
EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT
RC&D MEASURE PLAN - CLARKE COUNTY, IOWA

COST ITEM	ESTIMATED COST (DOLLARS) 1/ RC&D FUNDS		OTHER NON-FED		TOTAL
	NON-FED LAND	TOTAL	NON-FED LAND	TOTAL	
<u>CONSTRUCTION</u>	104,500	104,500	101,500	101,500	206,000
<u>ENGINEERING AND OTHER TECHNICAL ASSISTANCE</u>	27,200	27,200	14,000	14,000	41,200
<u>RELOCATION PAYMENTS</u>	0	0	0	0	0
<u>ADMINISTRATION</u>	5,180	5,180	5,060	5,060	10,240
<u>LAND RIGHTS WATER RIGHTS</u>	0	0	5,400	5,400	5,400
<u>TOTAL COSTS</u>	136,880	136,880	125,960	125,960	262,840

1/ Price Base: 1975

Date: July 1976

TABLE 2 - DISTRIBUTION ESTIMATED COST

EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENTRC&D MEASURE PLAN CLARKE COUNTY, IOWA
(Dollars) 1/

Item	Installation Cost RC&D Funds			Installation Cost - Other Funds				Total Instal- lation Cost
	Con- struction	Tech- nical Assis- tance	Total RC&D	Con- struction	Tech- nical Assis- tance	Land Rights	Total Other	
Critical Area Treatment	4,500	1,200	5,700	1,500	0	400	1,900	7,600
Public Water- Based Rec. Dev. Dam Re- construction	30,000	12,000	42,000	30,000		800	30,800	72,800
Public Water- Based Rec. Dev. Basic Facilities	70,000	14,000 ^{2/}	84,000	70,000	14,000 ^{2/}	4,200	88,200	172,200
Subtotal	104,500	27,200	131,700	101,500	14,000	5,400	120,900	252,600
Administration			5,180				5,060	10,240
GRAND TOTAL	104,500	27,200	136,880	101,500	14,000	5,400	125,960	262,840

1/ Price Base: 19752/ Engineering contract costs to be borne \$14,000 by RC&D funds and \$14,000 by other funds.

Date: July 1976

TABLE 2a - ESTIMATED CONSTRUCTION COSTS

EAST LAKE PARK RECREATIONAL FACILITIES

Dollars 1/

ITEM	NUMBER <u>2/</u>	ESTIMATED UNIT COST <u>1/</u>	TOTAL CONSTRUCTION COST
<u>General:</u>			
Access road, 2 lanes, hard surface	1600 ft.	\$12.00/ft.	\$19,200
Water supply line from city	1500 ft.	\$2.50/ft.	3,750
Fishing Piers (Piling)	2 ea.	\$3,000 ea.	6,000
Tree and Shrub Planting	6 ac.	\$500/ac.	3,000
<u>Campground:</u>			
Access road, single lane, hard surface	3500 ft.	\$4/ft.	14,000
Parallel parking barriers	30 ea.	\$20 ea.	600
Land grading and shaping, to create parallel terraces approximately 36 feet wide	2900 ft.	\$1/ft.	2,900
Tile 5 inch	600 ft.	\$0.50/ft.	300
Seeding disturbed terrace area	12 ac.	\$400/ac.	4,800
Landscaping			
Landscaping between campsites 3-4 trees and shrubs per plot	30 ea.	Lump Sum \$100	3,600 3,000
Electric hook-ups	30 ea.	\$100	3,000
Picnic tables, steel legs, wood tops, 6 foot long	30 ea.	\$75	2,250
Fire rings, steel or rock	30 ea.	\$50	1,500
Comfort station, vault type, 3 units male, 3 units female	1 ea.	\$6,000	6,000
Trash disposal units, can and support	15 ea.	\$50	750
Security light	1 ea.	\$200	200

TABLE 2a - ESTIMATED CONSTRUCTION COSTS (Cont.)

EAST LAKE PARK RECREATIONAL FACILITIES

Dollars 1/

ITEM	NUMBER <u>2/</u>	ESTIMATED UNIT COST <u>1/</u>	TOTAL CONSTRUCTION COST
Signs	8 ea.	\$25	200
Playground equipment	1 set	\$1,000	1,000
Boat Ramp	1	\$1,500	1,500
<u>Picnic Area:</u>			
Parking spaces, hard surface with barriers	60 ea.	\$140	8,400
Picnic shelter, 20 ft. x 35 ft., wood with concrete floor, elec- trical outlets and lights	1	\$5,000	5,000
Comfort station, vault type, 4 units female, 4 units male	1	\$7,000	7,000
Picnic tables, steel legs, wood tops, six foot long	36 ea.	\$75	2,700
Grills, waist high, steel	14 ea.	\$60	840
Trash disposal units, can and support	2 ea.	\$50	100
Signs	6 ea.	\$25	150
		Subtotal	\$101,740
		Contingencies	38,260
			<u>\$140,000</u>

1/ Price Base: 19752/ Estimated quantity, subject to minor
variation at time of detailed planning.

Date: July 1976

TABLE 3 - STRUCTURAL DATA

STRUCTURES WITH PLANNED STORAGE CAPACITY

East Lake Park Critical Area Treatment and
Public Water-Based Recreational Development
Measure #197

Southern Iowa RC&D Project, Iowa

ITEM	UNIT	Structure Number 1
Class of Structure		b
Drainage Area (Total)	Sq. Mi.	0.50
Curve No. (1-day) (AMC II)		81
Tc	Hrs.	0.42
Elevation Top of Dam	Ft., MSL	1059.6
Elevation Crest Emergency Spillway	Ft., MSL	1056.2
Elevation Crest High Stage Inlet	Ft., MSL	1051.0
Maximum Height of Dam	Ft.	32.2
Volume of Fill	Cu. Yds.	45,000
Total Capacity 1/	Ac. Ft.	181.7
Sediment Submerged	Ac. Ft.	20.5
Sediment Aerated	Ac. Ft.	3.8
Recreation Water	Ac. Ft.	77.9
Retarding	Ac. Ft.	79.5
Surface Area		
Sediment pool	Acres	5.1
Recreation Water	Acres	13.0
Retarding pool 1/	Acres	20.2
Principal Spillway Design		
Rainfall Volume (areal) (1 day)	In.	6.3
Rainfall Volume (areal) (10 days)	In.	11.3
Runoff Volume (10 days)	In.	6.89
Capacity of High Stage (Max.)	cfs.	120
Frequency operation - Emer. Spillway	% chance	2
Size of Conduit	In.	30
Emergency Spillway Design		
Rainfall Volume (ESH) (areal)	In.	7.75
Runoff Volume (ESH)	In.	5.51
Type		VEG
Bottom Width	Ft.	30
Velocity of flow (V_e)	Ft./Sec.	4.49
Slope of exit channel	Ft./Ft.	0.04
Maximum water surface elevation	Ft., MSL	1057.2
Freeboard Design		
Rainfall Volume (FH) (areal)	In.	13.45
Runoff Volume (FH)	In.	10.98
Storm Duration	Hr.	6
Maximum Water Surface Elevation	Ft., MSL	1059.6
Capacity Equivalents		
Sediment Volume	In.	0.95
Retarding Volume	In.	2.98

TABLE 3B - STRUCTURAL DATA
GRADE STABILIZATION STRUCTURES
 East Lake Park RC&D

Site No.	Drainage Area			Drop	Pipe	Type of Structures <u>1/</u>
	Uncon- trolled (Acres)	Con- trolled	Total (Acres)			
2	20	-	20	10	76	CMP

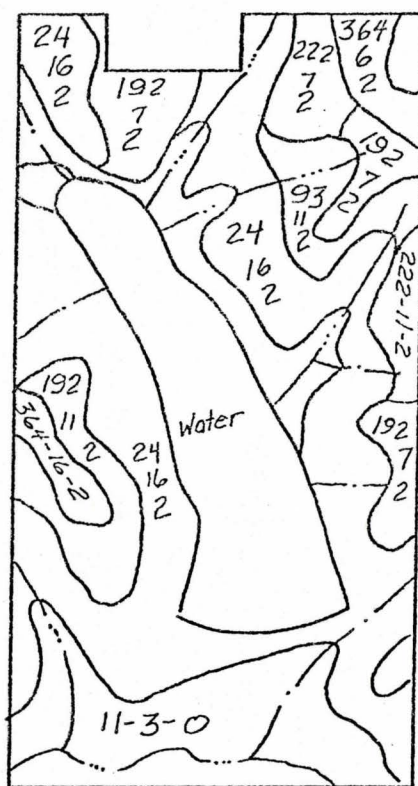
1/ CMP - Corrugated Metal Pipe

Date: July 1976

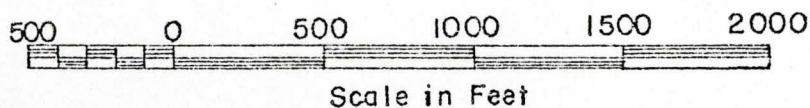
SOILS MAP

SOILS LEGEND

- 364 Grundy Silt Loam
- 222 Clarinda Silty Clay Loam
- 192 Adair Clay Loam
- 93 Shelby Adair Complex
- 24 Shelby Loam
- 11 Colo Silty Clay Loam



17	16
20	21



ADAIR

Soil Series

SOIL SURVEY INFORMATION AND INTERPRETATIONS - IOWA

LRA : 107, 108, 109

Soil association areas of Iowa:
AGH, ASE, GH, M, MIH, OMT, SSM, TM

Soil Type No. 192 Soil Type Name Adair clay loam Date 1972

Soil Description:

The Adair series consists of dark colored, moderately well drained to somewhat poorly drained soils with clayey subsoils. These soils formed in reddish, clayey, late Sangamon paleosols under a native vegetation of tall prairie grasses. They are on convex ridgetops and commonly in bands at the shoulders of sideslopes.

Adair soils typically have a black to very dark gray clay loam surface layer 17 inches thick. A stone line is at the base of the surface layer. The subsoil from 17 to 25 inches is mottled dark brown and dark reddish brown clay. Below this is a mottled dark yellowish brown clay loam to a depth of 60 inches. A few concretions of lime are in the lower part.

Adair soils are used for cultivation and pasture. These soils have severe erosion hazard. The clayey subsoil, where exposed to the surface by erosion, is difficult to till, will crust and seal following rains, and is of low fertility. Seepy, wet spots are common near the contact with loess soils upslope.

Percent Slope: typical 9-14% Range 5-18% Drainage Class Moderately well drained to somewhat poorly drained
Landscape Position Upland sideslopes and extended ridges Parent Material Reddish clayey paleosol, till
Permeability Slow Native Vegetation Prairie grasses Available water capacity high
Depth to Water Table Seasonally 14-2 feet** Flooding Potential Produces runoff and is subject to erosion
Organic Matter Low to high Subsoil phosphorus Very low Subsoil potassium Very low to low

Map symbols	Land Capability Class & Subclass	Yield predictions - High management										
		Soil loss factors			Corn Bu/Ac	Soybeans Bu/Ac	Oats Bu/Ac	Hay and pasture				
		T	K	CSR*				Alfalfa-brome T/Ac	Alfalfa-brome AUD	Bluegrass AUD	Bromegrass AUD	Trefoil AUD
192C	IIIe	3	.43	35	73	28	40	3.1	155	80	120	175
192C2	IIIe	3	.43	30	65	25	36	2.7	135	70	105	160
192D	IVe	3	.43	20	62	23	34	2.6	130	60	100	150
192D2	IVe	3	.43	15	54	20	30	2.3	115	55	85	130
192D3	VIe	2	.43	5	-	-	-	1.6	80	45	60	110

*CSR and yield data represent average figures for these soils in Iowa.

Conservation Practices and Drainage Needs Erosion control and interceptor tile drainage are important management practices which are needed.

** Seasonally perched water table at 14 to 2 feet above clay subsoil. Water moves more rapidly in the loam upper part and tends to accumulate at the paleosol contact which gives rise to a seasonally perched water table and side-hill seeps.

WOODLAND

Species	Estimated site index	Estimated board feet per acre/ per year	Ordination group	Estimated Suitability for Trees		
Upland Hardwoods				Upland Hardwoods	Conifers	Cottonwoods
0-18% slope	< 45	< 100	Scl	0-18% Low	Moderate	Moderate

Remarks: Information contained on this sheet is estimated, based on the best judgment of agronomists and other specialists who have a good knowledge of the characteristics, use, and management requirements of this soil.

1/CSR and crop yields will be somewhat higher or lower than the average, depending on climatic conditions in each county.

Classes: A 0-2% B 2-5% C 5-9% D 9-14% E 14-18%

ENGINEERING INFORMATION AND INTERPRETATIONS

Hydrologic Group D

Adair Series

Estimated Physical and Chemical Properties

Depth from surface (inches)	Classification			% of Material passing sieve no.			Permeability (in/hr.)	Available water capacity (in./in.)	Soil reaction (pH)	Shrink-swell potential
	USDA texture	Unified	AASHTO	4	10	200				
0-17	Clay loam	CL	A-6 (8-12)	95-100	80-95	60-80	0.2-0.63	<u>.17-.19</u>	5.6-6.5	Moderate
17-34	Clay or heavy clay loam	CH or CL	A-7-6 (15-20)	95-100	80-95	55-80	0.06-0.20	<u>.13-.16</u>	5.6-6.5	High
34-60	Clay loam	CL	A-7-6 (16)	95-100	80-95	55-80	0.2-0.63	<u>.14-.16</u>	6.1-7.3	Moderate

SUITABILITY OF SOIL AS RESOURCE MATERIAL

Topsoil suitability: Fair in upper 12-18 inches, poor below 18 inches; thin layer of suitable material; clayey subsoil.

Sand and gravel: Not suitable.

Road fill suitability: Very poor in subsoil, highly elastic and has high shrink-swell potential; fair or good in substratum.

Major soil features affecting use for:

Highway location: Rolling topography, seepage can be expected in cuts, difficult to vegetate.

Pond reservoir area: Slow permeability when compacted; moderate to high shrink-swell potential; easily compacted.

Agricultural drainage: Seasonally wet and seepy; interceptor tile placed above the seepy areas help reduce wetness.

Terraces and diversions: High density, low fertility, difficult to vegetate, terrace channels likely to be seepy and wet.

Degree of limitation and major soil features affecting use for:

Foundations for low buildings: Severe limitations; slight compressibility, high shrink-swell potential, often seepy and wet.

Septic tank disposal fields: Severe limitations; unsatisfactory percolation rate.

Sewage lagoons: Moderate limitations on slopes < 9%, severe on > 9%.

Degree of limitation and soil features affecting Land Use planning:

Agricultural farm crops: Severe limitations; slow permeability, severe erosion hazard, poor workability.

Residential development with public sewer: Moderate to severe limitations; somewhat seepy, high shrink-swell potential.

Residential development without public sewer: Severe limitations; seepy and wet in places, slow permeability.

Buildings for light industrial and commercial use: Moderate to severe limitations; moderate to high shrink-swell potential, seepy and wet in places.

RECREATION

Degree of limitation and soil features affecting use for:

Cottages and utility buildings: Moderate limitations on slopes < 14%, severe on > 14%; high shrink-swell potential, somewhat poorly drained.

Intensive camp sites: Moderate limitations on slopes < 14%, severe on > 14%; remains wet for short periods, somewhat poorly drained.

Picnic areas: Moderate limitations on slopes < 14%, severe on > 14%; slippery when wet.

Intensive play areas: Severe limitations on slopes > 5%; seepy wet spots.

Paths and trails: Moderate limitations, surface sticky and slippery when wet, seepy spots common.

Golf fairways: Moderate limitations; difficult to establish vegetation, remains wet for short periods.

The soil is evaluated only to a depth of five feet or less. Soils are rated on the basis of three classes of soil limitations: Slight - relatively free of limitations or limitations are easily overcome; Moderate - limitations need to be recognized, but can be overcome with good management and careful design; Severe - limitations are severe enough to make use questionable. (Severe may be further subdivided into Severe and Very Severe where needed.)

CLARINDA
Soil Series
SOIL SURVEY INFORMATION AND INTERPRETATIONS - IOWA

LRA : 107, 108, 109
Soil association areas of Iowa:
M, SSM, AGH, ASE, OMT, TM, GH

Soil Type No. 222 Soil Type Name Clarinda silty clay loam Date 1970

Soil Description:

The Clarinda series consists of dark colored, very poorly drained soils. They formed in highly weathered clayey glacial till under prairie grasses tolerant to wetness. They occupy heads of drainageways, narrow bands on sideslopes, and narrow convex ridges on uplands. They occur in positions downslope and adjacent to loess-derived soils and upslope from the more permeable soils developed in less weathered till, such as the Lamoni, Adair, and Shelby.

Clarinda soils typically have a very dark gray, friable silty clay loam surface layer 11 inches thick. The dark gray or gray, weathered, very slowly permeable clay subsoil ranges from 3 to 8 feet thick. Some brown mottles, fine sand, and pebbles occur in the lower part.

Clarinda soils are not well suited for cropland, because of their very slow permeability and poor natural drainage.

Percent Slope: Typical 5-9% Range 5-14% Drainage Class Very poorly drained

Landscape Position Convex sideslopes and coves at heads of drainageways Parent Material Gray, highly weathered glacial till "paleosol"

Permeability Very slow Native Vegetation Prairie Available water capacity High

Depth to Water Table Seasonally wet be-Flooding Potential Produces runoff
cause of seepage from more permeable soils upslope

Organic Matter Low to high Subsoil phosphorus Low Subsoil potassium Low to medium

Map symbols	Land Capability Class & Subclass	Soil loss factors		CSR*	Yield predictions - High management							
					Corn Bu/Ac	Soybeans Bu/Ac	Oats Bu/Ac	Hay and Pasture				
		T	K					Alfalfa-brome T/Ac	AUD	Bluegrass AUD	Bromegrass AUD	Trefoil AUD
222C	IVw	3	.49	30	63	24	34	2.6	130	80	110	150
222C2	IVw	3	.49	25	55	21	30	2.2	110	70	100	140
222D	IVe	3	.49	15	54	20	30	2.1	105	65	95	135
222D2	IVe	3	.49	10	46	17	25	1.8	90	50	85	120

*CSR and yield data represent average figures for these soils in Iowa.

Conservation Practices and Drainage Needs These soils require artificial drainage as well as erosion control measures. Tile does not function well in these soils, however, interceptor tile in more permeable soils upslope is beneficial in reducing the wetness conditions in some areas.

WOODLAND

Species	Estimated site index	Estimated board feet per acre/ per year	Ordination group	Estimated Suitability for Trees			
				Upland hardwoods	Conifers	Cottonwoods	
Upland Hardwoods 0-18% slope	< 45	< 100	5w1	0-18% Low	Low	Low	

Remarks: Information contained on this sheet is estimated, based on the best judgment of agronomists and other specialists who have a good knowledge of the characteristics, use, and management requirements of this soil.

ENGINEERING INFORMATION AND INTERPRETATIONS

Hydrologic Group D

Clarinda Series

Estimated Physical and Chemical Properties

Depth from surface (inches)	Classification			% of Material passing sieve no.			Permeability (in./hr.)	Available water capacity (in./in.)	Soil reaction (pH)	Shrink-swell potential
	USDA texture	Unified	AASHO	4	10	200				
0-11	Silty clay loam	CL or ML	A-6 (6-10) to A-7-6 (14)	100	95-100	85-100	0.2-0.63	0.18	5.1-6.5	Moderate to high
11-36	Silty clay and clay	CH	A-7-6 (20)	100	95-100	85-100	< 0.06	0.15	5.1-6.5	High
36-52	Clay	CH	A-7-6 (20)	95-100	90-100	75-90	< 0.06	0.15	5.6-7.3	High

SUITABILITY OF SOIL AS RESOURCE MATERIAL

Topsoil suitability: Fair upper 11 inches, poor below; high clay content and low natural fertility.

Sand and gravel: Not suitable.

Road fill suitability: Unsuitable; highly elastic, high volume change with moisture, low bearing capacity when wet, low stability at high moisture content, difficult to compact properly.

Major soil features affecting use for:

Highway location: Low borrow potential, seepage often occurs in cuts, surface layer high in organic matter.

Pond reservoir area: Very low permeability when compacted, high shrink-swell potential.

Agricultural drainage: Very slow permeability, will not tile satisfactorily but location of intercepter tile upslope is critical in controlling seeps.

Terraces and diversions: Subsoil very low in fertility and difficult to vegetate when exposed in terraces.

Degree of limitation and major soil features affecting use for:

Foundations for low buildings: Severe limitations; poor shearing strength, fair to poor bearing capacity; high shrink-swell potential, uneven consolidation.

Septic tank disposal fields: Severe limitations; very slow permeability.

Sewage lagoons: Moderate limitations on slopes < 9%, severe on > 9%.

Degree of limitation and soil features affecting Land Use planning:

Agricultural farm crops: Severe limitations; very wet, fine texture, receives excess water from seepage from permeable soils upslope, fine clay hinders root penetration.

Residential development with public sewer: Very severe limitations; dries very slowly, rapid surface runoff, very poorly drained.

Residential development without public sewer: Very severe limitations; very poorly drained, high shrink-swell potential, very slowly permeable.

Buildings for light industrial and commercial use: Very severe limitations; high shrink-swell potential, dries out very slowly.

RECREATION

Degree of limitation and soil features affecting use for:

Cottages and utility buildings: Very severe limitations; very poor drainage, remains saturated for long periods.

Intensive camp sites: Severe limitations; very slow permeability, dries out very slowly.

Picnic areas: Severe limitations; dries slowly and remains muddy and slippery for long periods, very hard if dry, water stands in all imprints and very small depressions, "oozes" when wet.

Intensive play areas: Severe limitations; very poor internal drainage, dries very slowly.

Paths and trails: Severe limitations; muddy and slippery for long periods of time.

Golf fairways: Severe limitations; dries very slowly, grass difficult to establish.

The soil is evaluated only to a depth of five feet or less. Soils are rated on the basis of three classes of soil limitations: Slight - relatively free of limitations or limitations are easily overcome; Moderate - limitations need to be recognized, but can be overcome with good management and careful design; Severe - limitations are severe enough to make use questionable. (Severe may be further subdivided into Severe and Very Severe where needed.)

COLO 1/ Soil Series					102, 103, 104, 105, 107, LRA : 108, 109																																																										
SOIL SURVEY INFORMATION AND INTERPRETATIONS - IOWA										Soil association areas of Iowa: Statewide																																																					
Soil Type No. 133		Soil Type Name Colo silty clay loam				Date 1972																																																									
Soil Description: The Colo series consists of dark colored, poorly drained, bottomland soils which have developed in moderately fine textured alluvium. They occupy stream bottoms throughout Iowa and are subject to flooding. Some Colo soils occur on gentle slopes at the base of upland slopes. The Colo soils have thick, black, silty clay loam surface layers and moderately slowly permeable, very dark gray, silty clay loam subsoils. They are typically neutral in reaction and are underlain with coarser textured sediment at a depth of 4 feet or more in some places. The Colo soils are well suited to intensive row cropping and are very productive, although artificial drainage and flood protection may be needed in some areas.																																																															
Percent Slope: Typical 0-2% Range 0-5% Drainage Class Poorly drained Landscape Position First bottom land, footslopes Parent Material Alluvium Permeability Moderately slow Native Vegetation Prairie Available water capacity High or very high Depth to Water Table 1-3 feet Flooding Potential Subject to <u>flooding</u> Organic Matter High Subsoil phosphorus Medium Subsoil potassium Very low - Eastern Iowa Medium - Western Iowa																																																															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="3">Map symbols</th> <th rowspan="3">Land Capability Class & Subclass</th> <th colspan="2" rowspan="3">Soil loss factors T K</th> <th rowspan="3">CSR*</th> <th colspan="9">†Yield predictions - High management</th> </tr> <tr> <th rowspan="2">Corn Bu/Ac</th> <th rowspan="2">Soybeans Bu/Ac</th> <th rowspan="2">Oats Bu/Ac</th> <th colspan="4">Hay and Pasture</th> <th rowspan="2">Trefoil</th> </tr> <tr> <th>Alfalfa-brome T/Ac</th> <th>Alfalfa-brome AUD</th> <th>Bluegrass AUD</th> <th>Brome AUD</th> </tr> </thead> <tbody> <tr> <td>133</td> <td>IIw</td> <td>-</td> <td>-</td> <td>80</td> <td>104</td> <td>40</td> <td>88</td> <td>4.2</td> <td>210</td> <td>125</td> <td>165</td> <td>185</td> </tr> <tr> <td>133B</td> <td>IIw</td> <td>-</td> <td>-</td> <td>75</td> <td>102</td> <td>39</td> <td>86</td> <td>4.0</td> <td>200</td> <td>125</td> <td>160</td> <td>180</td> </tr> </tbody> </table>												Map symbols	Land Capability Class & Subclass	Soil loss factors T K		CSR*	†Yield predictions - High management									Corn Bu/Ac	Soybeans Bu/Ac	Oats Bu/Ac	Hay and Pasture				Trefoil	Alfalfa-brome T/Ac	Alfalfa-brome AUD	Bluegrass AUD	Brome AUD	133	IIw	-	-	80	104	40	88	4.2	210	125	165	185	133B	IIw	-	-	75	102	39	86	4.0	200	125	160	180
Map symbols	Land Capability Class & Subclass	Soil loss factors T K		CSR*	†Yield predictions - High management																																																										
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133B	IIw	-	-	75	102	39	86	4.0	200	125	160	180																																																			
*CSR and yield data represent average figures for these soils in Iowa. Conservation Practices and Drainage Needs : Some areas benefit from tile drainage. Flood protection is beneficial in most areas. Tile will function properly if properly installed with suitable outlets. †The Colo soils are mapped statewide, and yields may vary from one part of the state to another with variation in rainfall. The figures given are for central Iowa conditions. Also, flooding may reduce these yields considerably in some years. The CSR ratings may need to be adjusted to some local conditions where flooding or channeling affects the land use.																																																															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">WOODLAND:</th> <th rowspan="2">Estimated site index</th> <th rowspan="2">Estimated board feet per acre/ per year</th> <th rowspan="2">Ordination group</th> <th colspan="3">Estimated Suitability for Trees</th> </tr> <tr> <th>Species</th> <th></th> <th>Upland Hardwoods</th> <th>Conifers</th> <th>Cottonwoods</th> </tr> </thead> <tbody> <tr> <td>Upland Hardwoods</td> <td>0-5% SLOPE</td> <td>--</td> <td>--</td> <td>5w3</td> <td>0-5% Low</td> <td>Low</td> <td>Moderate to high</td> </tr> </tbody> </table>												WOODLAND:		Estimated site index	Estimated board feet per acre/ per year	Ordination group	Estimated Suitability for Trees			Species		Upland Hardwoods	Conifers	Cottonwoods	Upland Hardwoods	0-5% SLOPE	--	--	5w3	0-5% Low	Low	Moderate to high																															
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Remarks: Information contained on this sheet is estimated, based on the best judgment of agronomists and other specialists who have a good knowledge of the characteristics, use, and management requirements of this soil. 1/ CSR and crop yields will be somewhat higher or lower than the average depending on climatic conditions in each county. SLOPE: A OR NONE - 0-2%, B - 2-5%.																																																															

ENGINEERING INFORMATION AND INTERPRETATIONS

Hydrologic Group B Drained
C Undrained

Colo Series

Estimated Physical and Chemical Properties

Depth from surface (inches)	Classification			% of Material passing sieve no.			Permeability (in/hr.)	Available water capacity (in./in.)	Soil reaction (pH)	Shrink-swell potential
	USDA texture	Unified	AASHTO	4	10	200				
0-36	Silty clay loam	CL or OH or OL	A-7-5 or A-7-6 (14-18)	-	100	95-100	0.20-0.63	.21-.23	6.0-7.3	High
36-60	Silty clay loam	CL or CH	A-7-6 (14-18)	-	100	90-100	0.20-0.63	.18-.20	6.0-7.8	High

SUITABILITY OF SOIL AS RESOURCE MATERIAL

Topsoils suitability: Fair to good; high organic matter; seasonal high water table; slightly high in clay.

Sand and gravel: Not suitable.

Road fill suitability: Very poor; high organic matter; poor bearing capacity and shear strength; high volume change.

Major soil features affecting use for:

Highway location: Seasonally high water table; subject to flooding; high organic matter; highly elastic.

Pond reservoir area: Moderately slow permeability; high in organic matter.

Agricultural drainage: Moderately slow permeability; seasonal high water table; tile drainage feasible.

Terraces and diversions: Generally not needed due to topography; little or no limitation of soil material for diversions.

Degree of limitation and major soil features affecting use for:

Foundations for low buildings: Severe limitations; seasonally high water table; poor bearing capacity and shear strength; high volume change.

Septic tank disposal fields: Severe limitations; seasonally high water table; subject to flooding; MARGINAL percolation rates.

Sewage lagoons: Severe limitations; moderately slow permeability; seasonally high water table; subject to flooding; high in organic matter.

Degree of limitation and soil features affecting Land Use planning:

Agricultural farm crops: Slight limitations when drained and protected from flooding, moderate if not.

Residential development with public sewer: Severe limitations; poorly drained; subject to flooding; seasonally high water table.

Residential development without public sewer: Severe limitations; poorly drained; subject to flooding; seasonally high water table.

Buildings for light industrial and commercial use: Severe limitations; poorly drained; subject to flooding; seasonally high water table.

RECREATION

Degree of limitation and soil features affecting use for:

Cottages and utility buildings: Severe limitations; poorly drained; subject to flooding; seasonally high water table.

Intensive camp sites: Severe limitations; poorly drained; subject to flooding; slow to dry after rain.

Picnic areas: Moderate to severe limitations; occasionally flooded during use period; slow to dry after rains; poorly drained.

Intensive play areas: Moderate to severe limitations; occasionally flooded during use period; slow to dry after rains; poorly drained.

Paths and trails: Moderate limitations; occasionally flooded during use period; slow to dry after rains; poorly drained.

Golf fairways: Moderate to severe limitations; occasionally flooded during use period; remain soft and wet for moderate periods.

The soil is evaluated only to a depth of five feet or less. Soils are rated on the basis of three classes of soil limitations: Slight - relatively free of limitations or limitations are easily overcome; Moderate - limitations need to be recognized, but can be overcome with good management and careful design; Severe - limitations are severe enough to make use questionable. (Severe may be further subdivided into Severe and Very Severe where needed.)

GRUNDY
Soil Series
SOIL SURVEY INFORMATION AND INTERPRETATIONS - IOWA

LRA : 108, 109
Soil association areas of Iowa:
AGH, GH

Soil Type No. 364 Soil Type Name Grundy silt loam Date 1972

Soil Description:

The Grundy series consists of dark colored, somewhat poorly drained soils. These soils formed in leached loess under a native vegetation of grasses. They occupy gently to moderately sloping sideslopes and ridgetops that surround nearly level upland flats. They are usually downslope from the Haig soils and upslope from the Clarinda soils.

Grundy soils typically have a black silty clay loam surface layer about 11 inches thick. The subsoil is very dark gray to grayish brown silty clay loam in the upper part, is silty clay from 17 to 34 inches, and is heavy silty clay loam in the lower part. Dark yellowish brown mottles are in the lower subsoil. Below about 47 inches the substratum is mottled grayish brown silty clay loam.

Grundy soils are suited to row crops, but cultivated areas erode readily. Most areas are cultivated. Corn soybeans, small grains, hay and pasture are the major crops. Terracing, residue management, and contour tillage help to reduce erosion.

Percent Slope: Typical 2-5% Range 1-9% Drainage Class Somewhat poorly drained
Landscape Position Upland ridges and sideslopes adjacent to upland flats Parent Material Loess
Permeability Slow Native Vegetation Prairie grasses Available water capacity High
Depth to Water Table Seasonally 1-3 ft Flooding Potential Produces runoff; slow to rapid runoff.
Organic Matter Moderate to high Subsoil phosphorus Very low to low Subsoil potassium Low to medium

Map symbols	Land Capability Class & Subclass	Soil loss factors		CSR*	Yield predictions - High management							
					Corn Bu/Ac	Soybeans Bu/Ac	Oats Bu/Ac	Hay and pasture				
								Alfalfa-brome	Bluegrass	Brome	Trefoil	
		T	E					T/Ac	AJD	AJD	AJD	AJD
364B	IIE	4	.37	75	107	41	59	4.5	190	115	195	195
364C	IIIE	4	.37	55	102	39	56	4.3	185	110	190	190
364C2	IIIE	4	.37	50	97	37	53	4.1	175	100	175	175

*CSR and yield data represent average figures for these soils in Iowa.

Conservation Practices and Drainage Needs Contouring and terracing are needed to reduce soil loss on slopes. Artificial drainage of less sloping areas reduces seasonal wetness.

WOODLAND

Species	Estimated site index	Estimated board feet per acre per year	Ordination group	Estimated Suitability for Trees		
				Upland hardwoods	Conifers	Cottonwoods
Upland Hardwoods						
0-18% slope	46-55	100-149	4w1	0-18% Moderate	Moderate	Moderately high

Remarks: Information contained on this sheet is estimated, based on the best judgment of agronomists and other specialists who have a good knowledge of the characteristics, use, and management requirements of this soil.

Slopes: A-0-2%, B-2-5%, C-5-9%

ENGINEERING INFORMATION AND INTERPRETATIONS

Hydrologic Group C

Grundy Series

Estimated Physical and Chemical Properties

Depth from surface (inches)	Classification			% of Material passing sieve no.			Permeability (in/hr.)	Available water capacity (in./in.)	Soil reaction (pH)	Shrink-swell potential
	USDA texture	Unified	AASHTO	4	10	200				
0-11	Silty clay loam	ML or CL	A-7-6 (10-12)	-	100	95-100	0.63-2.0	0.20	5.1-6.5	Moderate to high
11-17	Silty clay loam	CH or CL	A-7-6 (12-18)	-	100	95-100	0.20-0.63	0.17	4.8-5.0	Moderate to high
17-34	Silty clay	CH	A-7-6 (20)	-	100	95-100	< 0.06	0.15	5.1-6.8	High
34-60	Silty clay loam	CL or CH	A-7-6 (12-18)	-	100	95-100	0.2-0.63	0.16	5.6-7.3	Moderate to high

SUITABILITY OF SOIL AS RESOURCE MATERIAL

Topsoil suitability: Fair in surface layer; poor in subsoil

Sand and gravel: Not suitable.

Road fill suitability: Very poor.

Major soil features affecting use for:

Highway location: Moderate; fair to poor bearing capacity, slow permeability, moderate to high shrink-swell potential; difficult to compact to high density.

Pond reservoir area: Rolling topography.

Agricultural drainage: Heavy clay subsoil limits tile drainage.

Terraces and diversions: High density subsoil and terraces should be graded.

Degree of limitation and major soil features affecting use for:

Foundations for low buildings: Severe limitations; highly expansive if subject to wide fluctuation of moisture content.

Septic tank disposal fields: Severe limitations; slowly permeable, seasonally wet and seepy; *unsatisfactory percolation rates.*

Sewage lagoons: Slight limitations on slopes less than 2%, moderate on slopes more than 2%.

Degree of limitation and soil features affecting Land Use planning:

Agricultural farm crops: Moderate limitations; somewhat poorly drained, slowly permeable.

Residential development with public sewer: Moderate limitations; somewhat poorly drained, slowly permeable.

Residential development without public sewer: Severe limitations; slowly permeable, somewhat poorly drained.

Buildings for light industrial and commercial use: Moderate limitations; fair to poor bearing capacity, slow permeability, high shrink-swell potential, difficult to compact to high density.

RECREATION

Degree of limitation and soil features affecting use for:

Cottages and utility buildings: Moderate limitations; high shrink-swell potential, somewhat poorly drained.

Intensive camp sites: Moderate limitations; slow permeability, somewhat poorly drained.

Picnic areas: Moderate limitations; somewhat poorly drained, slippery and wet for short periods.

Intensive play areas: Moderate limitations; somewhat poorly drained, slow permeability, sticky when wet.

Paths and trails: Moderate limitations; somewhat poorly drained, remains wet for short periods.

Golf fairways: Moderate limitations; somewhat poorly drained, wet and slippery for short periods.

The soil is evaluated only to a depth of five feet or less. Soils are rated on the basis of three classes of soil limitations: Slight - relatively free of limitations or limitations are easily overcome; Moderate - limitations need to be recognized, but can be overcome with good management and careful design; Severe - limitations are severe enough to make use questionable. (Severe may be further subdivided into Severe and Very Severe where needed.)

SHELBY 1/

Soil Series

LRA : 107, 108, 109

SOIL SURVEY INFORMATION AND INTERPRETATIONS - IOWA

Soil association areas of Iowa:

AGH, ASE, GH, M, MH, OMT, SSM,
TH

Soil Type No. 24

Soil Type Name Shelby loam

Date 1972

Soil Description: The Shelby series consists of dark colored, moderately well drained, loamy soils. They have formed in clay loam glacial till of Kansan or Nebraskan age. Shelby soils are typically on convex sideslopes, but some are on summits or narrow ridgetops. In places where the landscape is strongly dissected, they occupy the entire sideslope. Shelby soils typically have a very dark brown loam or clay loam surface layer about 11 inches thick. The subsoil, extending to a depth of 48 inches, is brown firm clay loam. The substratum is mottled grayish brown and yellowish brown, calcareous clay loam. Strongly sloping Shelby soils are used mainly for pasture. The less strongly sloping areas are largely under cultivation. Corn, small grains, and hay are the principal crops. These soils are subject to severe erosion when cultivated.

Percent Slope: Typical 9-18% Range 5-25% Drainage Class Well to moderately well drained

Landscape Position Upland sideslopes and narrow ridgetops. Parent Material Glacial till

Permeability Moderately slow Native Vegetation Prairie Available water capacity High

Depth to Water Table 5-10 feet Flooding Potential Produces rapid runoff.

Organic Matter Moderate Subsoil phosphorus Low Subsoil potassium High

Map symbols	Land Capability Class & Subclass	Soil loss factors			Yield predictions - High management							
					Corn Bu/Ac	Soybeans Bu/Ac	Oats Bu/Ac	Hay and Pasture				
		T	K	CSR*				Alfalfa-brome		Bluegrass	Brome	Orchard
								T/Ac	A/C	AUD	AUD	AUD
24C	IIIe	4	.37	60	93	35	51	3.9	195	110	160	195
24C2	IIIe	4	.37	58	90	34	50	3.8	190	105	160	190
24D	IIIe	4	.37	50	84	32	46	3.5	175	100	150	175
24D2	IIIe	4	.37	48	81	31	44	3.4	170	100	145	170
24D3	IVe	3	.37	45	75	29	41	3.2	160	80	135	160
24E	IVe	4	.37	40	69	26	38	2.9	145	70	125	145
24E2	IVe	4	.37	38	66	25	36	2.7	135	65	120	135
24E3	VIe	3	.37	35	-	-	-	-	-	50	-	125
24F2	VIe	4	.37	18	-	-	-	-	-	50	-	125
24F3	VIe	3	.37	15	-	-	-	-	-	40	-	100

*CSR and yield data represent average figures for these soils in Iowa.

Conservation Practices and Drainage Needs Erosion control practices to reduce runoff and reduce soil losses are needed when these soils are row cropped. Short, irregular slopes complicate the layout and application of conservation practices in places.

WOODLAND

Species	Estimated site index		Estimated board feet per acre per year		Ordination group		Estimated Suitability for Trees					
							Upland hardwoods		Conifers		Cottonwoods	
	W. Iowa	E. Iowa	W. Iowa	E. Iowa	W. Iowa	E. Iowa	W. Iowa	E. Iowa	W. Iowa	E. Iowa	W. Iowa	E. Iowa
Upland hardwoods												
0-18% slope	46-55	66-75	100-149	200-249	4m1	2o1	Mod.	High	M. high	High	High	V. high
18-40% slope, N-NE	46-55	56-65	100-149	150-199	4m2	3r1	Mod.	M. high	M. high	M. high	M. high	High
18-40% slope, S-SW	< 45	46-55	100	100-149	5m1	4r1	Low	Mod.	Mod.	M. high	Mod.	M. high

Remarks: Information contained on this sheet is estimated, based on the best judgment of agronomists and other specialists who have a good knowledge of the characteristics, use, and management requirements of this soil

1/CSR and crop yields will be somewhat higher or lower than the average, depending on climatic conditions in each county.

Slopes: A or none - 0-2%, B - 2-5%, C - 5-9%, D - 9-14%, E - 14-18%, F - 18-25%.

ENGINEERING INFORMATION AND INTERPRETATIONS

Hydrologic Group

Shelby loam

Estimated Physical and Chemical Properties

Depth from surface (inches)	USDA texture	Classification		% of Material passing sieve no.			Permeability (in/hr.)	Available water capacity (in./in.)	Soil reaction (pH)	Shrink-swell potential
		Unified	AASHTO	4	10	200				
0-11	loam or clay loam	CL	A-6 (8) to A-7-6 (16)	90-100	85-98	55-70	0.63-2.0	.19-.21	5.6-6.0	Moderate
11-48	Clay loam	CL	A-6 (8) to A-7-6 (14)	90-100	85-98	55-70	0.2-0.63	.15-.19	5.6-6.0	Moderate
48-60	Clay loam	CL	A-6 (8) to A-7-6 (12)	90-100	85-98	55-70	0.2-0.63	.14-.16	6.6-7.8	Moderate

SUITABILITY OF SOIL AS RESOURCE MATERIAL

Topsoil suitability: Fair in surface layer, poor below; thin layer high in organic matter.

Sand and gravel: Not suitable.

Road fill suitability: Good, good shear strength, slight compressibility, good workability and compaction.

Major soil features affecting use for:

Highway location: Rolling topography; seepage can be expected in some cuts, good embankment, contains some stones and boulders.

Pond reservoir area: Moderately slow permeability; good sites are common, sand pockets and stones in a few places.

Agricultural drainage: Practice not applicable.

Terraces and diversions: High density subsoils, low fertility, backslopes and channels are difficult to vegetate in places and are subject to erosion.

Degree of limitation and major soil features affecting use for:

Foundations for low buildings: Slight limitations; good bearing capacity, low compressibility, possible uneven consolidation.

Septic tank disposal fields: Severe limitations; unsatisfactory percolation rates.

Sewage lagoons: Moderate limitations on slopes 5-9%, severe on slopes > 9%.

Degree of limitation and soil features affecting Land Use planning:

Agricultural farm crops: Moderate limitations on slopes < 14%, severe on slopes 14%; erosion hazard on slopes.

Residential development with public sewer: Slight limitations on slopes 5-9%, moderate on slopes 9-14%, moderate to severe on slopes 14-18%.

Residential development without public sewer: Moderate limitations on slopes 5-9%, severe on slopes 9-18%, moderate to moderately slow permeability.

Buildings for light industrial and commercial use: Slight limitations on slopes 5-9%, moderate on slopes 9-14%, moderate to severe on slopes 14-18%; moderate to moderately slow permeability, good bearing capacity.
RECREATION

Degree of limitation and soil features affecting use for:

Cottages and utility buildings: Slight limitations on slopes 5-9%, moderate on slopes 9-14%, severe on slopes > 14%.

Intensive camp sites: Slight limitations on slopes < 9%, moderate on slopes 9-14%, severe on slopes 14%.

Picnic areas: Slight limitations on slopes < 9%, moderate on slopes 9-14%, severe on slopes > 14%.

Intensive play areas: Severe limitations on slopes < 5%; dries readily following heavy rains.

Paths and trails: Slight limitations on slopes 14%, moderate on slopes 14%.

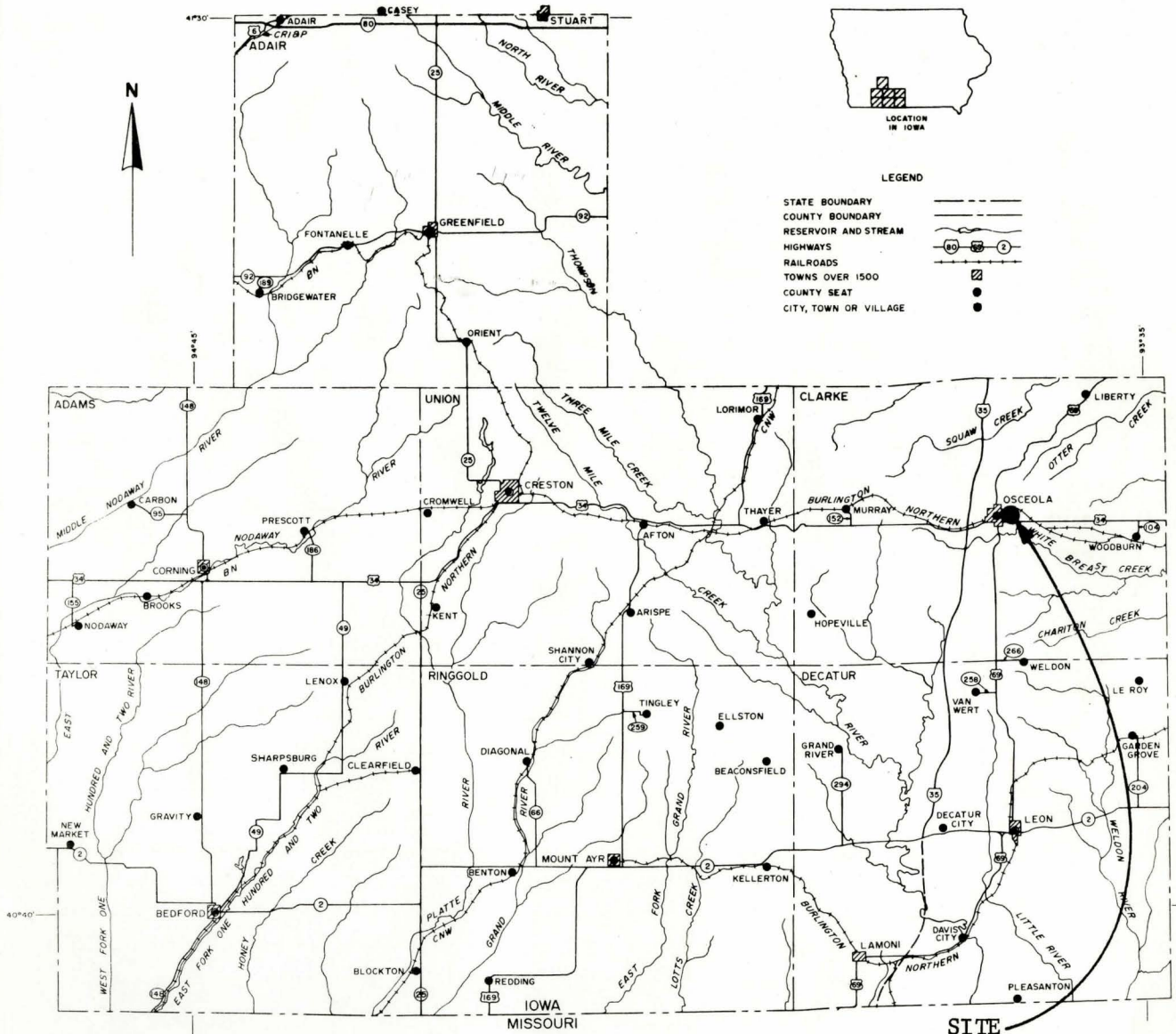
Golf fairways: Slight limitations on slopes less than 14%, moderate on slopes 14-25%.

The soil is evaluated only to a depth of five feet or less. Soils are rated on the basis of three classes of soil limitations: Slight - relatively free of limitations or limitations are easily overcome; Moderate - limitations need to be recognized, but can be overcome with good management and careful design; Severe - limitations are severe enough to make use questionable. (Severe may be further subdivided into Severe and Very Severe where needed.)

SOUTHERN IOWA RESOURCE CONSERVATION AND DEVELOPMENT PROJECT

SCALE 5 0 5 10 15 MILES

SCALE 1/690,000



EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT

EAST LAKE PARK
PUBLIC RECREATION
DEVELOPMENT
CLARKE COUNTY IOWA

County Road

8

9

17

16

DEVELOPMENT

CLARKE COUNTY IOWA



C. B. & Q. RR.

OSCEOLA

LIMITS

Logan St.

St.

Clay St.

PARK
BOUNDARY

HARLEY
VICKERS

Osceola

E. View Place

CORPORATE

Washington

JAMES
TWOMBLEY

MAX
OLIVER

Dewey St.

CITY

McLane

St

17

16

U.S. Hwy. - 34

20

21

R-25W

T-72N

660 330 0 660 1320

Scale in feet

Clarke County Conservation Board

Financial Report

RECEIPTS

Balance July 1, 1975	\$23,251.02
Tax levy received last half 1975	\$25,357.39
first half 1976	
B.O.R. - fund sharing	\$ 2,440.77
State Bicentennial Commission	\$ 2,600.00
J. D. Patterson, pasture rent	\$ 50.00
TOTAL	\$53,699.18

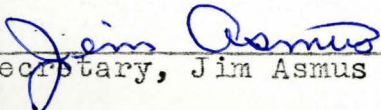
EXPENDITURES

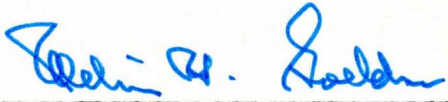
July 1, 1975 to June 30, 1976

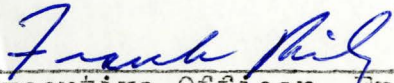
Clarke County Historical Society	\$ 300.00
Administration and maintenance	\$ 7,974.67
Area development	\$ 7,748.65
I.A.C.C.B. Dues	\$ 50.00
Social Security and IPERS	\$ 328.35
TOTAL	\$16,401.67

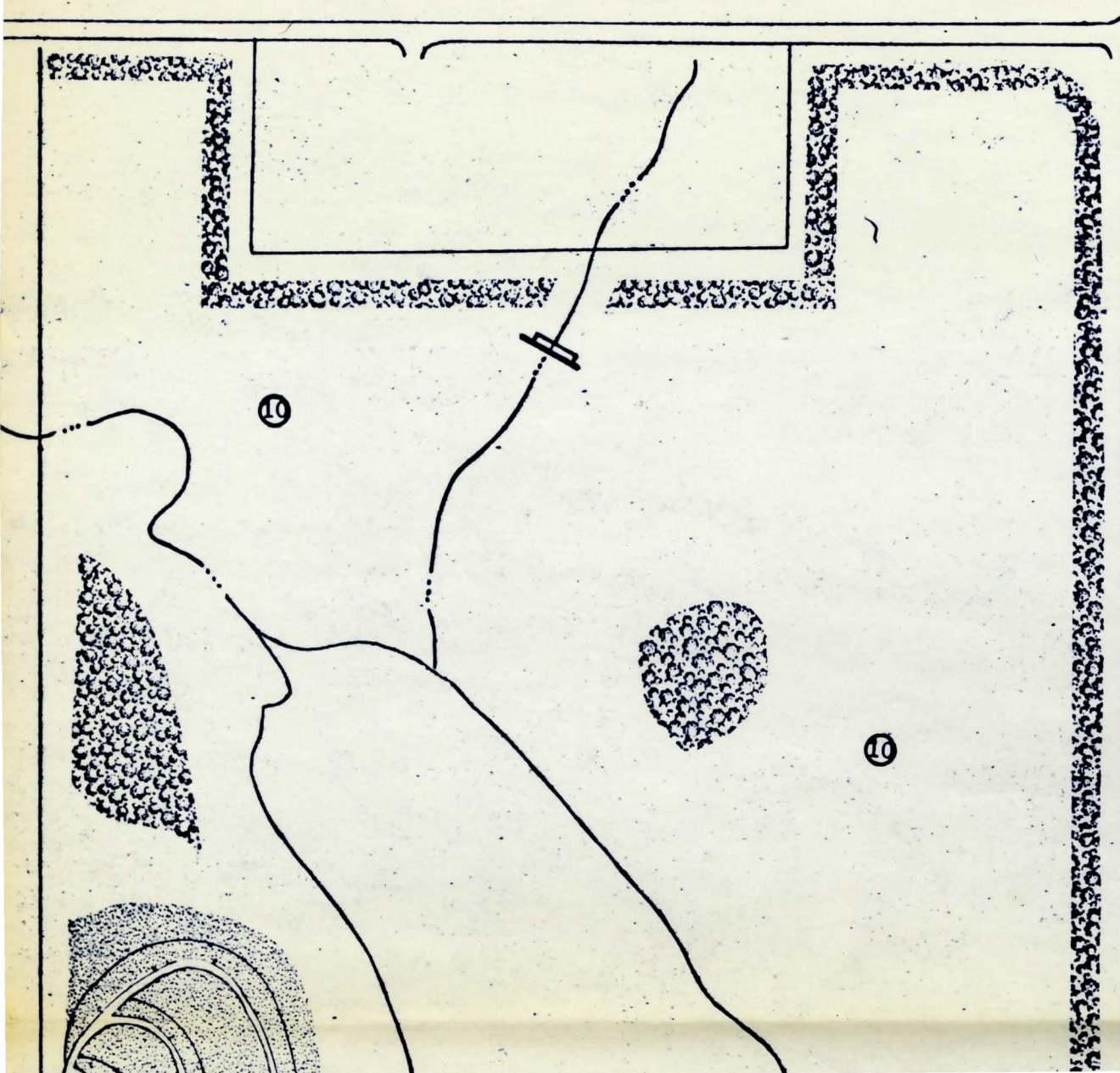
Total receipts for the period from July 1, 1975	
to June 30, 1976	\$53,699.18
Total Expenditures for the same period	\$16,401.67
Balance on hand as of July 1, 1976	\$37,297.51

Respectfully submitted,


Secretary, Jim Asmus


Chairman, Melvin Goeldner


Executive Officer, Frank Riley



EAST LAKE PARK
PUBLIC RECREATION
DEVELOPMENT

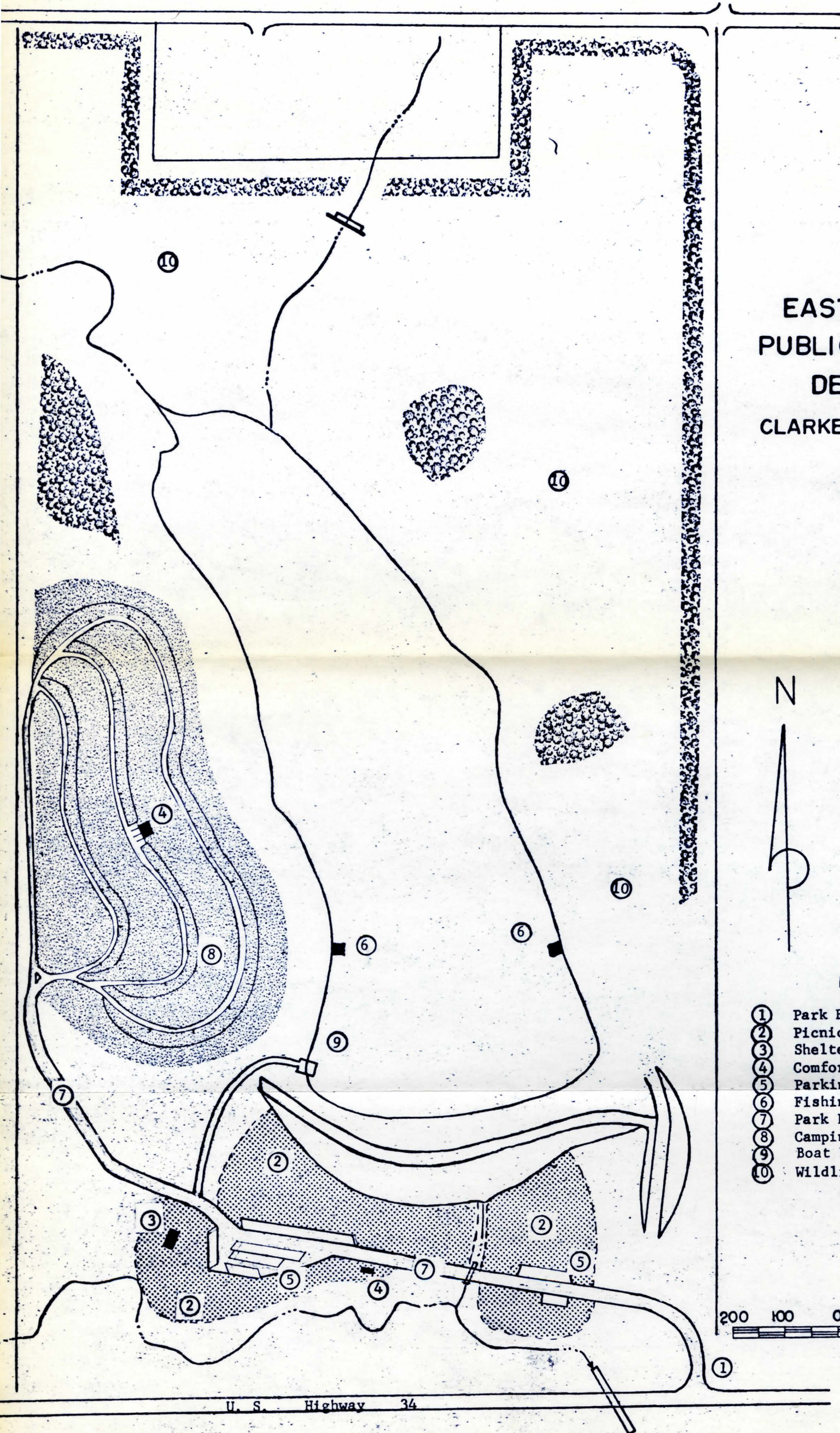
CLARKE COUNTY IOWA

EAST LAKE PARK PUBLIC RECREATION DEVELOPMENT CLARKE COUNTY IOWA



Legend

- ① Park Entrance
- ② Picnic Area
- ③ Shelter House
- ④ Comfort Station - water station
- ⑤ Parking Area
- ⑥ Fishing Pier
- ⑦ Park Road
- ⑧ Camping Area
- ⑨ Boat Ramp
- ⑩ Wildlife Area



APPLICATION

EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT

RC&D MEASURE PLAN

#197

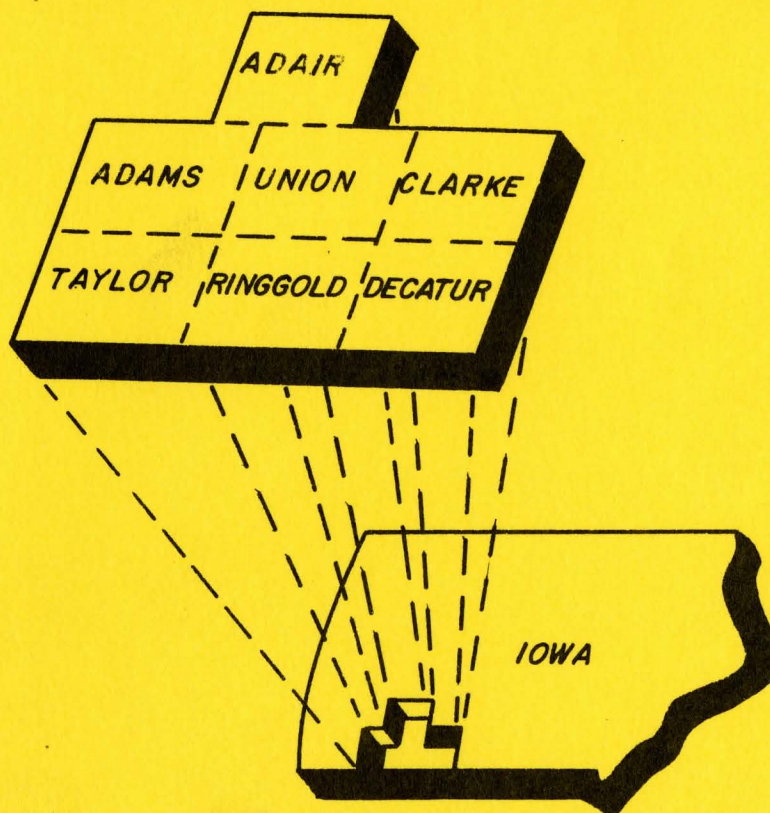
SPONSORED BY

CLARKE COUNTY CONSERVATION BOARD

and

CLARKE COUNTY SOIL CONSERVATION DISTRICT
CLARKE COUNTY, IOWA

SOUTHERN IOWA RESOURCE CONSERVATION AND DEVELOPMENT PROJECT



SOUTHERN IOWA
RESOURCE CONSERVATION AND DEVELOPMENT PROJECT

Richard Hill - Chairman
Carl Zimmerman - Vice Chairman
Dale Juergens - Treasurer
Ron Purdy - Secretary

INCLUDING COUNTIES OF:
ADAIR RINGGOLD
ADAMS TAYLOR
CLARKE UNION
DECATUR

September 30, 1975

William Brune
State Conservationist
Soil Conservation Service
Des Moines, Iowa

Dear Mr. Brune:

The Executive Board of the Southern Iowa Resource Conservation and Development Project is submitting the attached application for East Lake Park Critical Area Treatment and Public Water-Based Recreational Development, Clarke County, Iowa, RC&D Measure Number 197.

The Executive Board reviewed this measure January 1, 1974 and placed it on a high priority. This project was discussed at the regular meeting July 22, 1975 during which time the chairman was instructed to proceed with the application.

In accordance with the Executive Board's action, I am, as chairman of the Southern Iowa Resource Conservation and Development Project, attaching the application for you and your staff to review.

We hope this measure can be approved for funding.

Respectfully yours,

Richard Hill

Richard Hill, Chairman
Executive Board
Southern Iowa RC&D Project

Attachment

EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT

RC&D MEASURE PLAN

#197

SPONSORED BY

CLARKE COUNTY CONSERVATION BOARD

and

CLARKE COUNTY SOIL CONSERVATION DISTRICT
CLARKE COUNTY, IOWA

SOUTHERN IOWA
RESOURCE CONSERVATION AND DEVELOPMENT PROJECT

Prepared with assistance from:

U. S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE
DES MOINES, IOWA

September 1975

Prepared under the authority of Section 102 of the Food and Agriculture Act of 1962 (Public Law 87-703), and of the Soil Conservation Act of April 27, 1935, (16 U. S. C. - 590 a-f).

EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT

I. DESCRIPTION OF THE PLANNING AREA

A. The Planning Area

East Lake Park is located one fourth mile east of Osceola in south central Iowa.

Osceola is a progressive county seat city of approximately 3300 in central Clarke County. It is served by an excellent highway network. United States Highways 69 and 34 pass thru the city north and south and east and west, respectfully. Interstate Highway 35 passes just two miles to the west. Osceola is about forty five miles due south of Des Moines.

Development is primarily playground type equipment. Some limited camping is allowed. Drinking water and pit toilets are available in the park area. Development is on about five acres immediately below the dam. This is the only park area in Clarke County. The only other facilities are a roadside rest area, a swimming pool in Osceola and the town square in Hopeville.

The park area is owned by the County Conservation Board and is located one fourth mile east of the border of Osceola. (See planning area map) It consists of a total area of 70 acres of sloping to strongly sloping Grundy-Shelby soils. Land use of the area is approximately 52 acres of undeveloped land, a 13 acre lake and approximately 5 acres of developed picnic and playground area adjoining Highway 34.

The completion of IOWA-WS-5 and IOWA-WS-4 forms indicate that eighty eight percent of 320 acre watershed is adequately treated. Approximately 52 acres is urban housing and does not require a conservation plan. One hundred ninety six acres of the remaining acreage or 98% of the land is under a conservation plan.

During the past ten years, Osceola, a town of approximately 3300 people, has had substantial industrial growth with five new plants providing approximately 450 jobs plus the resulting increased employment provided by the services and businesses.

B. Problems and/or Opportunities

The dam is an earthfill with a concrete chute spillway outlet. It was originally built by the city in 1915 as a water supply source. It is about 35' high with approximately 1½ to 1 side slopes.

The concrete chute is in complete disrepair. The downstream portion has completely failed. Erosion under the chute indicates significant seepage when water levels are higher. It appears that if nothing is done, the spillway will be breached with complete failure of the embankment in 2 to 5 years.

The improvement of this structure will eliminate the hazard of the structure failing and the damages to the developed area and Highway 34.

An actively eroding gully is contributing sediment directly into the lake.

Because of recent developments in Clarke County, there is a need for an acceleration of improvement of park and recreational facilities for the people of Clarke County and surrounding area.

Clarke County lacks non-urban type parks and recreation area. The county is in need of recreation areas offering fishing, boating, camping, picnicking, swimming, hiking and other outdoor facilities. 1/

C. Soil Information

The soils in the drainage area are of the Grundy-Shelby soil association. (See Soils Map)

II. MEASURE SPONSORS' OBJECTIVE

The major objective of the local sponsors is to protect their initial investment by improving the dam, controlling erosion on the park area and provide additional needed water-based recreational facilities for public use.

The purposes of this RC&D Measure are Critical Area Treatment and Public Water-Based Recreational Basic Facilities.

1/ A development Study for an Outdoor Recreation and Conservation Plan, Clarke County, Iowa. Yale C. Moeller, Site Planner, 1972.

III. ALTERNATIVES CONSIDERED

Continued maintenance.

To move to another site, purchase the land, install a reservoir, and come to the same level of development would exceed the cost of repair of the present structure.

Do nothing with continual hazard to Highway 34 and existing developments.

IV. INSTALLATION

A. What Will Be Installed

1. Critical Area Treatment Measures

The following measures (conservation land treatment) will be established to stabilize a gully and treat all seriously eroding lands draining into East Lake Park Lake. These practices will be installed according to the appropriate standards and specifications shown in the SCS Technical Guide prepared for the Clarke County Soil Conservation District.

<u>Critical Area Treatment Measures</u>	<u>Estimated Amount</u>	<u>Estimated Cost</u>
Grade Stabilization Structure	1	6,000

2. Public Water-Based Recreation Measure Basic Facilities

Additional facilities are needed for picnicking, camping and open space. Plans are to provide an additional 50 picnic tables and 30 parking spaces for trailers.

The total designed capacity is for 400 people with these additional facilities.

This development is consistent with the Iowa State Comprehensive Outdoor Recreation Plan.

Inquiries by the sponsors to other appropriate State and Federal agencies have failed to secure assistance for this development. The sponsors are interested in a quality development and have considered present and probable land use and treatment of the area surrounding the development.

The facility will be designed, constructed and maintained in compliance with State Health requirements.

Insofar as possible, the facilities will be designed and constructed so as to be accessible to the physically handicapped.

The specifications for these facilities will be prepared by a qualified engineering and architectural firm and approved by the Soil Conservation Service before installation begins.

The following items will be installed:

ITEM	NUMBER	ESTIMATED UNIT COST 1/	TOTAL CONSTRUCTION COST
General:			
Dam restoration and upgrading	1	\$60,000	\$ 60,000.00
Access road, 2 lane, hard surface	1600 ft.	12.00/ft.	19,200.00
Water supply line from city	1500 ft.	2.50/ft.	3,750.00
Fishing Piers (floating)	2	3000 ea.	6,000.00
Tree and Shrub Planting	6 ea.	500/ac.	3,000.00
Campground:			
Access road, single lane, hard surface	3500 ft.	4.00/ft.	14,000.00
Parallel parking barriers	30	20.00 ea.	600.00
Land grading and shaping, to create parallel terraces approximately 36 feet wide	2900 ft.	1.00/ft.	2,900.00
Tile 5"	600 ft.	0.50/ft.	300.00
Seeding disturbed terrace area	12 ac.	400/ac.	4,800.00
Landscaping between camp sites (3-4 trees and shrubs per plot)	30 plots	dump 100.00	3,600.00 3,000.00

B. Installation Costs

Costs in this plan represent preliminary estimates. In finally determining the costs to be borne by each party the actual costs incurred in the installation of the measures will be cost-shared according to the percentages shown for each RC&D measure purpose. Administrative costs will be borne by the Soil Conservation Service, the Clarke County Soil Conservation District and the Clarke County Conservation Board as incurred by each for satisfactory completion of the work.

1. Critical Area Treatment Measures

- (a) Engineering and other technical assistance - the Soil Conservation Service in cooperation with the Clarke County Soil Conservation District will provide all of the engineering and other technical assistance needed to install these measures.
- (b) Construction costs - the Soil Conservation Service will share 75% of the construction and installation cost. The other 25% of the construction costs will be provided by the Clarke County Conservation Board. These costs are estimated to be \$6,000.

2. Public Water-Based Recreation - Basic Facilities

- (a) Engineering services for structural measure will be provided by the Soil Conservation Service.
- (b) Engineering Services - the Clarke County Conservation Board will contract for the needed engineering and architectural services for park development. These costs will be shared 50% by the Clarke County Conservation Board and 50% by the Soil Conservation Service.
- (c) Construction Costs - these costs will be shared 50% by the Soil Conservation Service and 50% by the Clarke County Conservation Board. These costs are estimated to be \$161,740.

C. Method of Financing

- 1. The Soil Conservation Service will finance its share of the cost using Resource Conservation and Development funds contingent upon appropriations by Congress.

2. The Clarke County Conservation Board will finance its share of the costs from general tax funds. The Clarke County Conservation Board may establish schedules of admission and use fees for the public water-based recreation facilities provided that such fees do not produce revenues in excess of that needed to amortize their initial investment and provide for adequate operation and maintenance of the facilities.

D. Land Rights

1. Critical Area Treatment Measures

The Clarke County Conservation Board will secure needed land rights.

2. Public Water-Based Recreation Facilities

The Clarke County Conservation Board owns the land. The Clarke County Conservation Board agrees that the land will not be sold or otherwise disposed of for the evaluated life of the development (50 years) except to a public agency that will continue to operate and maintain the development in accordance with the operation and maintenance agreement.

E. Contracting and Procurement

1. Critical Area Treatment

These will be installed by contract. The Clarke County Conservation Board will award and administer all contracts.

2. Public Water-Based Recreation - Basic Facilities

These measures will be installed by contract awarded and administered by the Clarke County Conservation Board.

V. ECONOMIC EVALUATION, BENEFITS AND EFFECTS

The justification for using RC&D funds for this measure is based on the total impact this measure will have on the community. Controlling erosion and installing recreational facilities will preserve and increase the usefulness of East Lake Park.

Recreational facilities will provide an estimated 19,850 recreational days with the added facilities. An estimated value for a visitor day is \$2.25. Thus, \$44,660 of recreational benefits are expected.

Construction of the project measures will provide employment for approximately 200 man days of work. After installation there will be approximately 50 days of employment each year.

Benefits expected from these measures are of the community type. Therefore, RC&D funds can be used for this measure plan. The estimated annual benefit-cost ratio for the Public Water-Based Recreational Development portion of this measure is 1.7 to 1.

VI. OPERATION AND MAINTENANCE

Operation and maintenance agreements will be entered into prior to execution of project agreements.

An Operation and Maintenance Agreement will be executed between the Clarke County Conservation Board and the Soil Conservation Service for measure plan items installed in East Lake Park with RC&D cost-sharing.

The estimated annual cost of operation, maintenance and replacement for items included in this measure plan are \$9,930.

Operation, maintenance and replacement costs will include such action as:

1. Keep all items painted and repaired.
2. Repair all damages done to roads, camping and parking area.
3. Replace needed parts and repair such items as boat docks, lighting fixtures, grills, boat ramps, rest rooms, trailer dump and power receptacles, etc.
4. Maintain (reseed if necessary) all vegetative cover.
5. Reestablish vegetative cover on the earthfills and emergency spillways.
6. Replace soil removed by erosion and rodents on the earthfills and emergency spillways.
7. Keep trash racks and guard rails in proper working order.
8. Stabilize the outlets of the principal spillways.

Inspection of the improvements of the Public Water-Based Recreational Development and critical area treatment of the measure will be made annually by the Clarke County Conservation Board and the Soil Conservation Service for a period of three years. Annual inspections after the third year will be made by the Clarke County Conservation Board.

VII. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION ACT

The measure sponsor assures that comparable replacement dwellings will be available for individuals and persons displaced from dwellings, and will provide relocation assistance advisory services and relocation assistance, make the relocation payments to displaced persons and otherwise comply with the real property

acquisition policies contained in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646, 84 Stat. 1894) effective as of January 2, 1971, and the Regulations issued by the Secretary of Agriculture pursuant thereto.

The cost of relocation payments will be shared by the measure sponsor and the Service as follows:

	<u>Clarke County Conservation Board</u>	<u>Service</u>	<u>Estimated Relocation Payment Costs</u> (Dollars)
Relocation Payments			0

Investigation has disclosed that under present conditions the RC&D measure will not result in the displacement of any person, business or farm operation. However, if relocations become necessary, relocation payments will be cost-shared in accordance with the percentages shown.

VIII. MUTUALLY AGREEABLE PLAN

Through a request of the Clarke County Conservation Board and the Clarke County Soil Conservation District (called sponsors) and the cooperative efforts of the Sponsors and the Soil Conservation Service (called SCS) this mutually agreeable RC&D measure plan has been completed. This measure has been adopted by the Southern Iowa RC&D Council and included in the project plan as a means to accomplishing objectives for the project.

IX. AGREEMENT REQUIRED TO OBLIGATE FUNDS

This is not a fund-obligating document. Financial and other assistance to be furnished by SCS in carrying out the work in this plan is contingent on the appropriation of funds for this purpose.

A separate agreement will be entered into between the Soil Conservation Service and the sponsors before either party initiates work involving funds of the other party. Such agreement will set forth in detail the financial and working arrangements and other conditions that are applicable to the specific improvements to be installed.

X. COMPLIANCE WITH CIVIL RIGHTS ACT

The program conducted will be in compliance with all requirements respecting nondiscrimination as contained in the Civil Rights Act of 1964 and the Regulations of the Secretary of Agriculture (7. C.F.R. Sec. 15.1 - 15.12) which provide that no person in the United States shall, on the ground of race, color, or national

origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any activity receiving Federal financial assistance.

XI. NO MEMBER OF CONGRESS TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

XII. This measure plan may be amended, revised or terminated only by mutual agreement of the parties hereto.

TABLE 1 ESTIMATED COST

EAST LAKE PARK CRITICAL AREA TREATMENT AND PUBLIC WATER BASED
RECREATIONAL DEVELOPMENT

RC&D MEASURE PLAN-CLARKE COUNTY, IOWA

	UNIT	NUMBER	ESTIMATED COST (DOLLARS) 1/						TOTAL
			RC&D FUNDS			OTHER			
			FEDERAL LAND	NON-FED. LAND	TOTAL	FEDERAL LAND	NON-FED LAND	TOTAL	
nt				4,500	4,500		1,500	1,500	6,000
				1,200	1,200				1,200
				180	180		60	60	240
				0	0		400	400	400
				5,880	5,880		1,960	1,960	7,840

September 1975

Sheet 1 of 2

TABLE 1 ESTIMATED COST (CONT.)

EAST LAKE PARK CRITICAL AREA TREATMENT AND PUBLIC WATER-BASED
RECREATIONAL DEVELOPMENT

RC&D MEASURE PLAN CLARKE COUNTY, IOWA

UNIT	NUMBER	ESTIMATED COST (DOLLARS) 1/						TOTAL
		RC&D FUNDS			OTHER			
		FEDERAL LAND	NON-FED. LAND	TOTAL	FEDERAL LAND	NON-FED LAND	TOTAL	
<u>TIONAL</u>								
			100,000	100,000		100,000	100,000	200,000
			20,000	20,000		20,000	20,000	40,000
			5,000	5,000		5,000	5,000	10,000
			0	0		5,000	5,000	5,000
<u>TIONAL</u>								
			125,000	125,000		130,000	130,000	255,000
			130,880	130,880		131,960	131,960	262,840

September 1975

Sheet 2 of 2

TABLE 2 - ESTIMATED CONSTRUCTION COSTS
EAST LAKE PARK RECREATIONAL FACILITIES

Dollars 1/

ITEM	NUMBER	ESTIMATED UNIT COST <u>1/</u>	TOTAL CONSTRUCTION COST
General:			
Dam restoration and upgrading	1	\$60,000	\$ 60,000.00
Access road, 2 lane, hard surface	1600 ft.	12.00/ft.	19,200.00
Water supply line from city	1500 ft.	2.50/ft.	3,750.00
Fishing Piers (floating)	2	3000 ea.	6,000.00
Tree and Shrub Planting	6 ea.	500/ac.	3,000.00
Campground:			
Access road, single lane, hard surface	3500 ft.	4.00/ft.	14,000.00
Parallel parking barriers	30	20.00 ea.	600.00
Land grading and shaping, to create parallel terraces approximately 36 feet wide	2900 ft.	1.00/ft.	2,900.00
Tile 5"	600 ft.	0.50/ft.	300.00
Seeding disturbed terrace area	12 ac.	400/ac.	4,800.00
Landscaping between camp sites (304 trees and shrubs per plot)	30 plots	dump 100.00	3,600.00 3,000.00
Electric hook-ups	30 ea.	100.00	3,000.00
Picnic tables, steel legs, wood tops, 6 foot long	30 ea.	75.00	2,250.00
Fire rings, steel or rock	30 ea.	50.00	1,500.00
Comfort station, vault type, 3 units male, 3 units female	1 ea.	6000.00	6,000.00

TABLE 2 - ESTIMATED CONSTRUCTION COSTS (CONT.)

EAST LAKE PARK RECREATIONAL FACILITIES

Dollars 1/

ITEM	NUMBER	ESTIMATED UNIT COST <u>1/</u>	TOTAL CONSTRUCTION COST
Trash disposal units, can and support	15 ea.	50.00	750.00
Security light	1 ea.	200.00	200.00
Signs	8 ea.	25.00	200.00
Playground equipment	1 set	1000.00	1,000.00
Trailer dump station	1	1500.00	1,500.00
Picnic Area:			
Parking spaces, hard surface with barriers	60 ea.	140.00	8,400.00
Picnic shelter, 20 x 35, wood with concrete floor, electrical outlets and lights	1		5,000.00
Comfort station, vault type, 4 units female, 4 units male	1		7,000.00
Picnic tables, steel legs, wood tops, six foot long	36	75.00	2,700.00
Grills, waist high, steel	14	60.00	840.00
Trash disposal units, can and support	2 ea.	50.00	100.00
Signs	6 ea.	25.00	150.00
		Subtotal	\$161,740.00
		Contingencies	38,260.00
		TOTAL	\$200,000.00

1/ Estimated quantity, subject to minor variation at time of detailed planning.

TABLE 3 - ANNUAL COSTS

EAST LAKE PARK PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT

(Dollars) 1/

Structural Measures	: Amortization : of : Installation : Cost	: Operation : Maintenance : and : Replacement	: Total
Structural Measures for Public Water-Based Recreational Development	16,310	10,000	26,310
Project Administration	660	XX	660
TOTAL	16,970	10,000	26,970

1/ Price Base: Installation costs are based on 1975 price level and are amortized at 6 1/8 percent over 50 years.
Operation and maintenance costs are based on current prices.

Date: September 1975

TABLE 4 - COMPARISON OF BENEFITS AND COSTS
EAST LAKE PARK PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT

(Dollars) 1/

Structural Measures	: : : :	<u>Average Annual Benefits</u>	: : : :	Average Annual Cost	: : : :	Benefit Cost Ratio
		Recreation Benefits		Total		
Structural Measures for Public Water-Based Recreational Development		44,660		44,660		26,310 1.7 to 1.0
Project Administration		XX		XX		660 XX
TOTAL		44,660		44,660		26,970 1.7 to 1.0

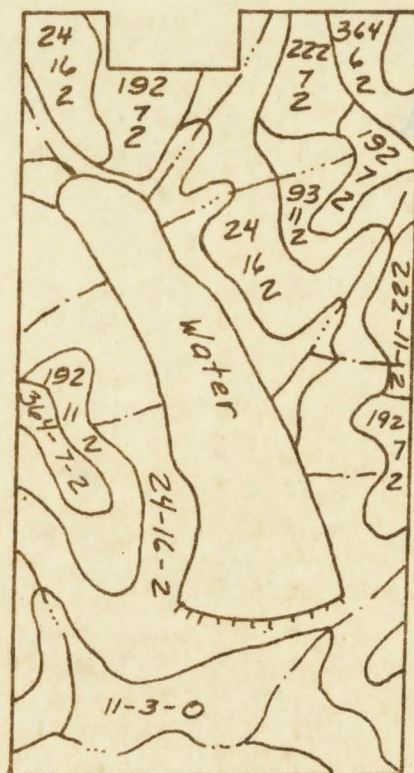
Price Base: Prices of October 1974 for benefits; costs from Table 4.

Date: September 1975

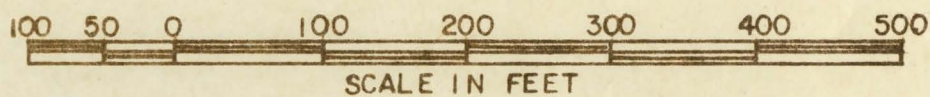
SOILS MAP

SOILS LEGEND

- 364 Grundy Silt Loam
- 222 Clarinda Silty Clay Loam
- 192 Adair Clay Loam
- 93 Shelby Adair Complex
- 24 Shelby Loam
- 11 Colo Silty Clay Loam



17 | 16
20 | 21



Conservation District and
cooperating:

East Lake Park

State Ia

Photo No. B3x - 2 - 41

3115 174

50410: 8

1 mile. A

Acres 70 Ac

Approximate

Approximate

6. 5. 80

FARMERS OF AFRICA: THE CONSERVATION SERVICE



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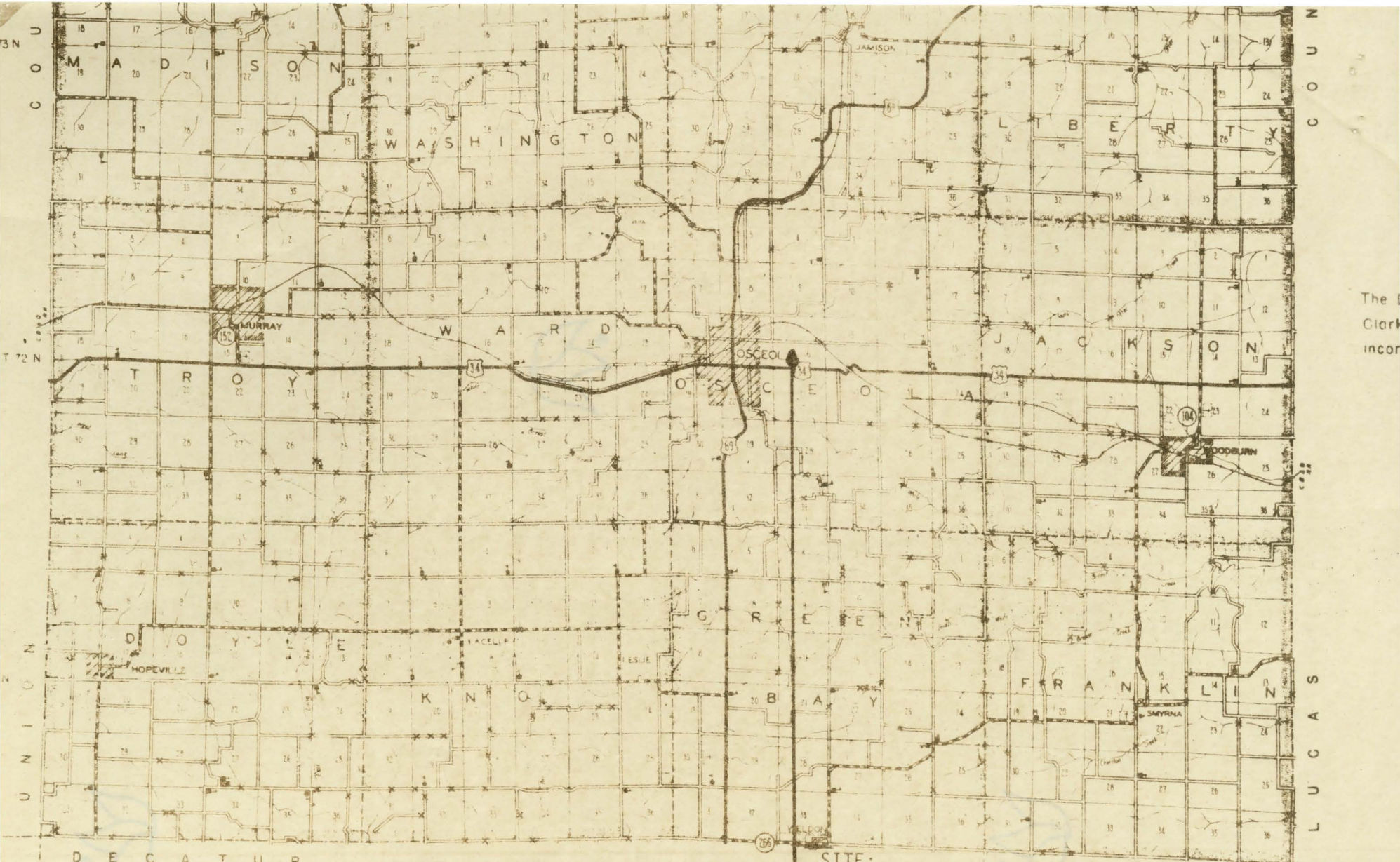
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Hwy 34

East Lake Park

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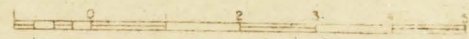
The
Clark
inco

 EXCLUDED AREA

CLARKE COUNTY SOIL CONSERVATION DISTRICT

SITE:
EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT

Scale in miles



Total acreage approx

Jicknor

APPLICATION

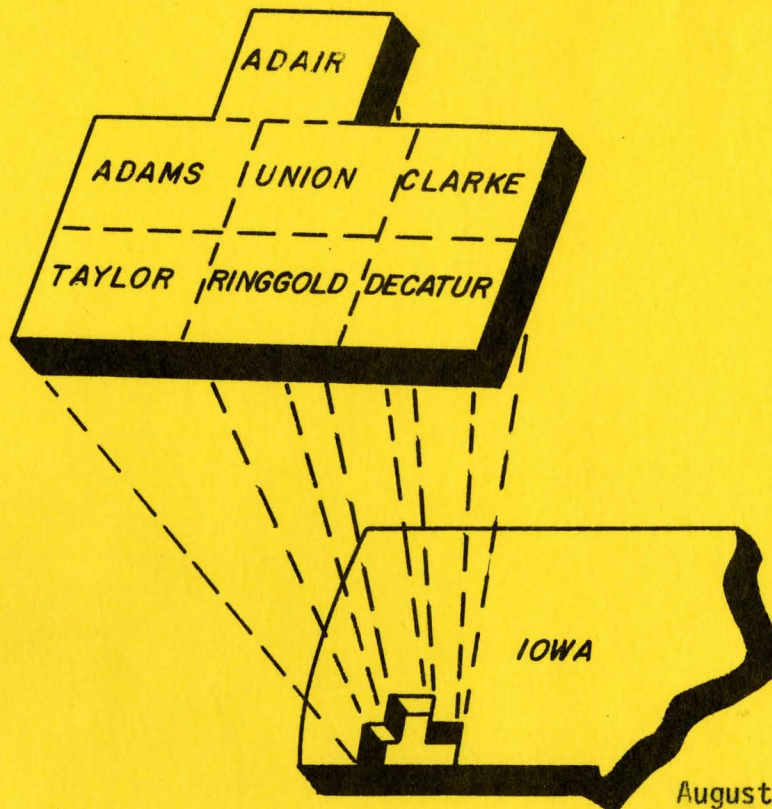
INVENTORY AND EVALUATION

EAST LAKE PARK

RC&D Measure #198

Clarke County, Iowa

SOUTHERN IOWA RESOURCE CONSERVATION AND DEVELOPMENT PROJECT



August 1974

SOUTHERN IOWA
RESOURCE CONSERVATION AND DEVELOPMENT PROJECT

Earl Wheelen, Chairman
Dale Juergens, Treasurer
Frank Davis, Secretary

August 14, 1974

Mr. Wilson T. Moon
State Conservationist
Soil Conservation Service
823 Federal Building
Des Moines, Iowa 50309

Dear Mr. Moon:

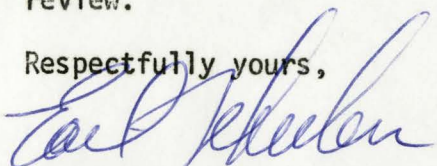
The Executive Board of the Southern Iowa Resource Conservation and Development Project is submitting the attached application for assistance for the Inventory and Evaluation of East Lake Park, Osceola, Iowa, RC&D Measure Number 198.

This Inventory and Evaluation is needed in order to determine the magnitude and feasibility of the project before any action can be taken on RC&D Measure 197, East Lake Park Development.

The Executive Board reviewed this measure and placed it on a high priority at their regular meeting, May 8, 1974.

In accordance with the Executive Board's action, I am, as chairman of the Southern Iowa Resource Conservation and Development Project, attaching the application for assistance for you and your staff to review.

Respectfully yours,



Earl Wheelen, Chairman
Southern Iowa Resource Conservation
and Development Project

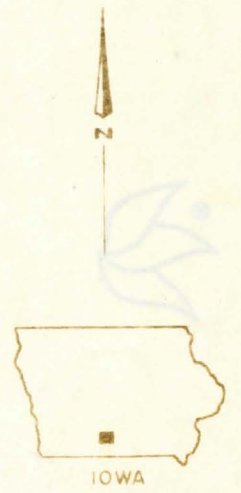
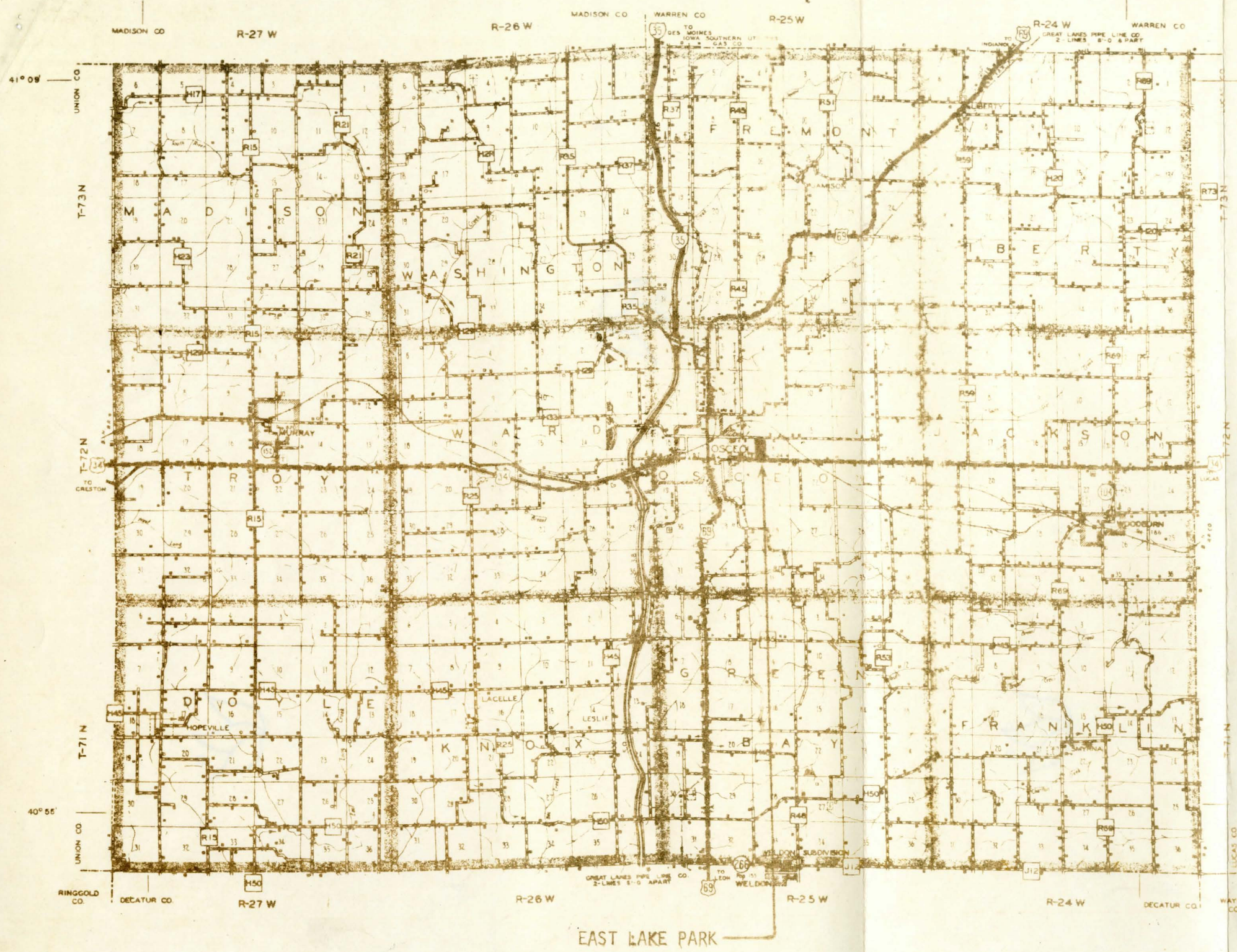
Attachment

APPLICATION
INVENTORY AND EVALUATION
EAST LAKE PARK
RC&D Measure #198
Clarke County, Iowa

SOUTHERN IOWA RESOURCE CONSERVATION AND DEVELOPMENT PROJECT

Sponsored by:
Clarke County Conservation Board
and
Clarke County Soil Conservation District Commissioners

August 1974



CLARKE COUNTY
SOIL CONSERVATION DISTRICT
IOWA

SCALE 1/169,000



Total Acreage Approximate 274,560.

5-19-67

B

DRAINAGE BASIN
EAST LAKE PARK

CONSERVATION PLAN MAP

Clarke Co. Soil

Conservation District

Owner: Clarke Co. Conservation Board - East Lake

County: Clarke

State: Iowa

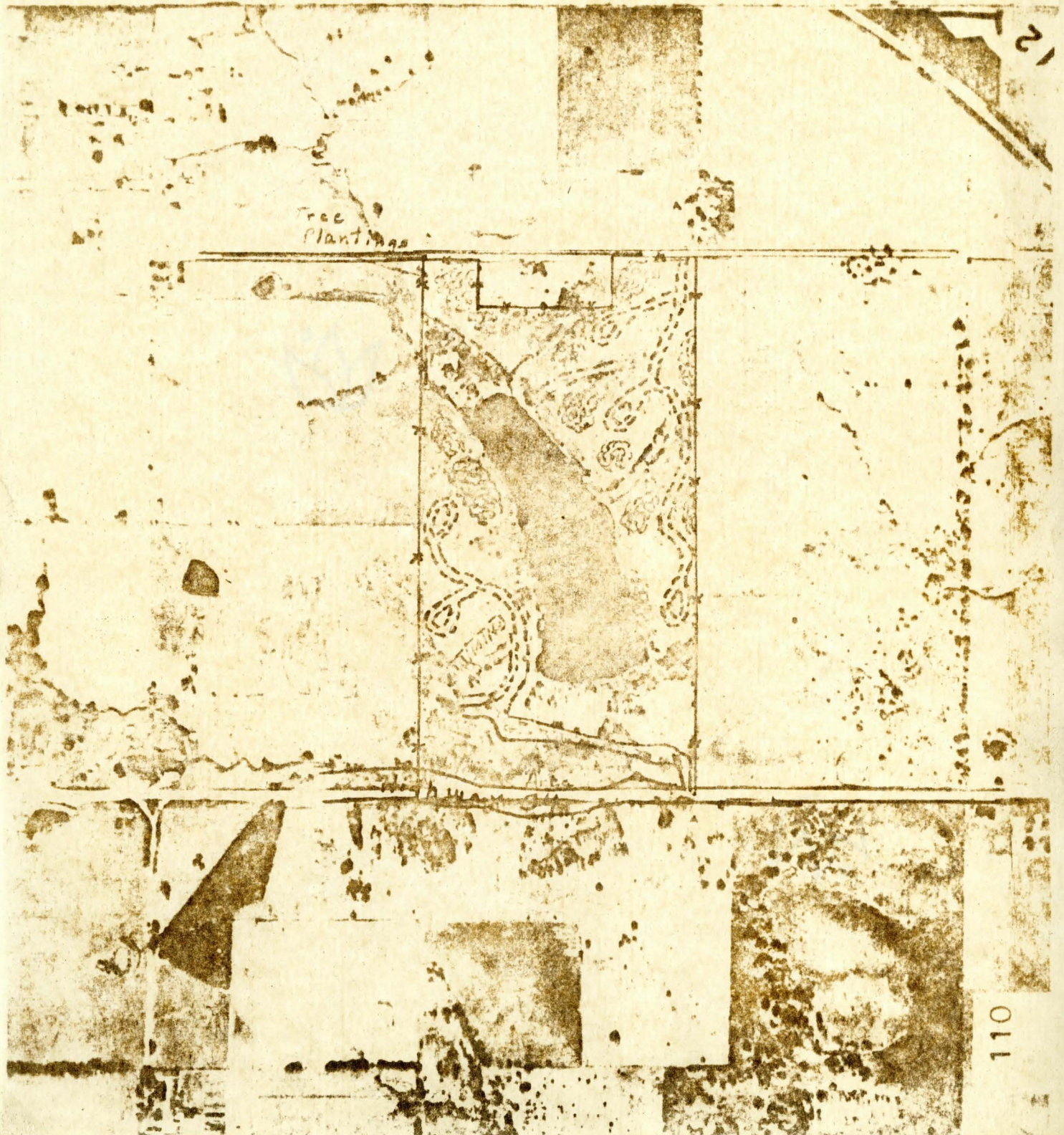
Photo Nos.

BJX-2CC-178

Date prepared 3/15/74

Approx. Scale 8"

1 mile 70 Acres



APPLICATION
INVENTORY AND EVALUATION
EAST LAKE PARK

I. DESCRIPTION OF THE PLANNING AREA

A. The Planning Area

Because of recent developments in Clarke County, there is an urgent need for an acceleration of improvement of the park and recreational facilities for the people of Osceola and Clarke County.

During the past 10 years, Osceola, a town of approximately 3300 people, has had substantial industrial growth with 5 new plants providing approximately 450 jobs plus the resulting increased employment provided by the services and businesses.

The park area is now owned by the County Conservation Board and is located one fourth mile east of border of Osceola and borders Highway 34. It consists of a total area of 70 acres of sloping to strongly sloping Grundy-Shelby soils. Of this area, there is an area of approximately 52 acres of potential park area in need of land treatment and development, a 13 acre lake and approximately 5 acres of developed picnic and play-ground area adjoining Highway 34.

B. The Problems and Potentials

The problems confronting the County Conservation Board are:

- (1) The total park area is needed to meet the increased recreational demands for the community, and there are 52 acres of this park needing both land treatment and development.
- (2) The existing dam of the 13 acre lake is in need of repair.
 - (a) Needs spill way repaired.
 - (b) Needs repair of the earth fill.
- (3) Eliminate the constant potential hazard of the structure failing and resulting damages to the developed area and Highway 34.

II. SPONSORS OBJECTIVES

Sponsors' Objectives are:

- (1) Protect initial investment.
- (2) Eliminate potential hazard of dam breaking.
- (3) Develop remaining park area to provide needed recreational facilities.

The inventory and evaluation is needed in order to determine what can be done toward the meeting of the sponsors' objectives as well as determining an estimate of construction cost and economical feasibility.

11. *Keth*
UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

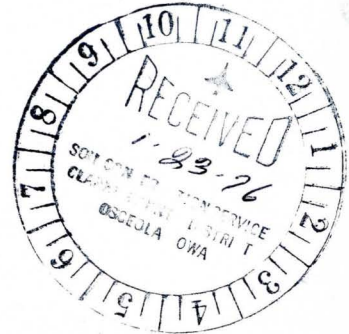
823 Federal Building, Des Moines, Iowa 50309

SUBJECT: RC&D - East Lake Park

DATE: January 20, 1976

TO:

Erwin O. Aust
Area Conservationist
Soil Conservation Service
Shenandoah, Iowa



We have received an exception to the 50 acre minimum recreation pool on East Lake Park Water-Based Recreation Measure. We now are in a position to proceed with the development of the measure plan.

William J. Brune acting
William J. Brune
State Conservationist



UNITED STATES DEPARTMENT OF AGRICULTURE

SOIL CONSERVATION SERVICE

820 A North Main, Osceola, Iowa 50213

SUBJECT: RC&D - East Lake Park Critical Area Treatment and
Public Water-Based Recreational Development,
Measure Plan No. 197

DATE: August 20, 1976

TO: William J. Brune
State Conservationist
Soil Conservation Service
Des Moines, Iowa

I have attached six copies of the East Lake Park Critical Area Treatment and Public Water-Based Recreational Development, RC&D Measure Plan No. 197, for your signature.

This plan has been reviewed and approved by the Clarke County Conservation Board and the Clarke County Soil Conservation District who are the sponsors of this project.

Keith A. Ticknor
Keith A. Ticknor
District Conservationist

cc: Erwin O. Aust
Herbert Kayser



Osceola Field Office
Hal

823 Federal Building, Des Moines, Iowa 50309

August 30, 1976

Mr. Melvin H. Goeldner
Chairman
Clarke County Conservation Board
209 East Pearl
Osceola, Iowa 50213

Mr. Glen L. Kimes
Chairman
Clarke County Soil Conservation
District
820A North Main Street
Osceola, Iowa 50213



Gentlemen:

The East Lake Park RCSD Measure Plan #197, Southern Iowa RCSD Project, has been approved for installation. Construction of measures included in the plan is dependent upon availability of both RCSD and local funds.

A copy of the plan is attached.

Sincerely,

William J. Brune
State Conservationist

Attachment
Signature copy of Plan

Cy: E. Aust, A.C., SCS, Shenandoah w/o attach.
✓ K. Ticknor, D.C., SCS, Osceola
H. Kayser, Project Coordinator, SCS, Creston w/o attach.

Preliminary Estimate Development for East Lake, Osceola, Iowa

Phase 1 Front Area

5 Picnic Sites @ \$ 250.00.....	\$ 1,250.00
3 Pcs. Play area equipment @ \$400.00.....	1,200.00
Plantings, evergreens, trees, etc.....	500.00
Guard rails for camp sites, misc.....	500.00
Entrance Sign.....	100.00
Latrine.....	200.00
Crushed rock for road.....	500.00

\$ 6,650.00

West
Phase 2 South Side

Road 700 lin. ft. @ 11¢....20 wide.....	\$ 1,540.00
Shelter.....	2,500.00
Boat Ramp & docks.....	3,500.00
Trails 750 lon. ft. @ 50¢.....	375.00
Brush clearing & grubbing.....	1,000.00

\$ 8,915.00

East
Phase 3 North Side

Road 1,100 lin. ft. 20 ft. wide @ 11¢.....	\$ 2,400.00
Shelter.....	2,500.00
Trails 1,500 lin. ft. @ 50¢.....	750.00
Nature Study area.....	150.00
Planting.....	1,750.00

\$ 7,550.00

North
Phase 4 West Side

500 lin. ft. Road by 20 ft. wide @ 11¢.....	\$ 1,100.00
Service Building.....	3,000.00
Botanical area.....	2,000.00

\$ 6,100.00

\$29,215.00

increase in costs

\$,921.00

\$ 32,136.00

Highway 34



Borrow Area

Water Line 1051.0

990

1060

1070

1080

1090

1100

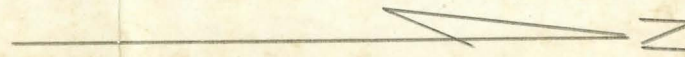
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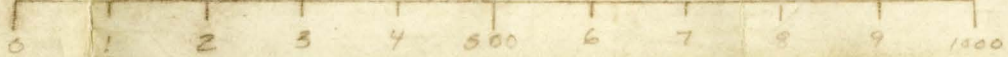
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Scale



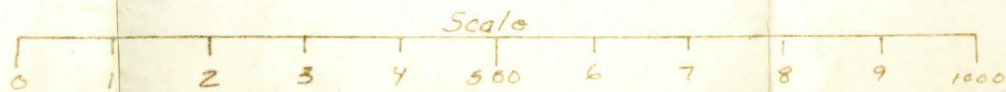
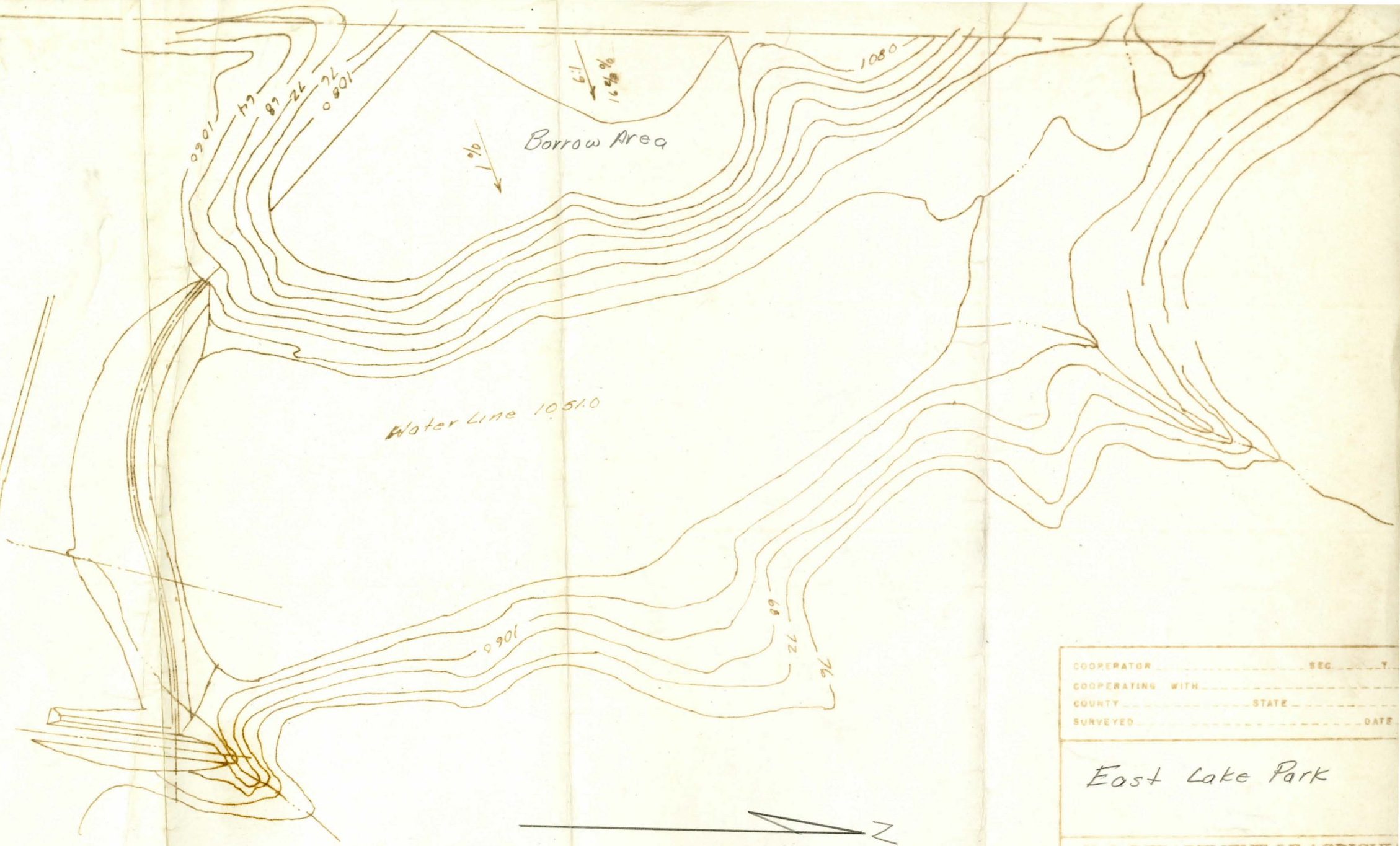
COOPERATOR	SEC
COOPERATING WITH	
COUNTY	STATE
SURVEYED	

East Lake Park

U. S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

Designed by	Checked by
Drawn by	Field

Highway 34



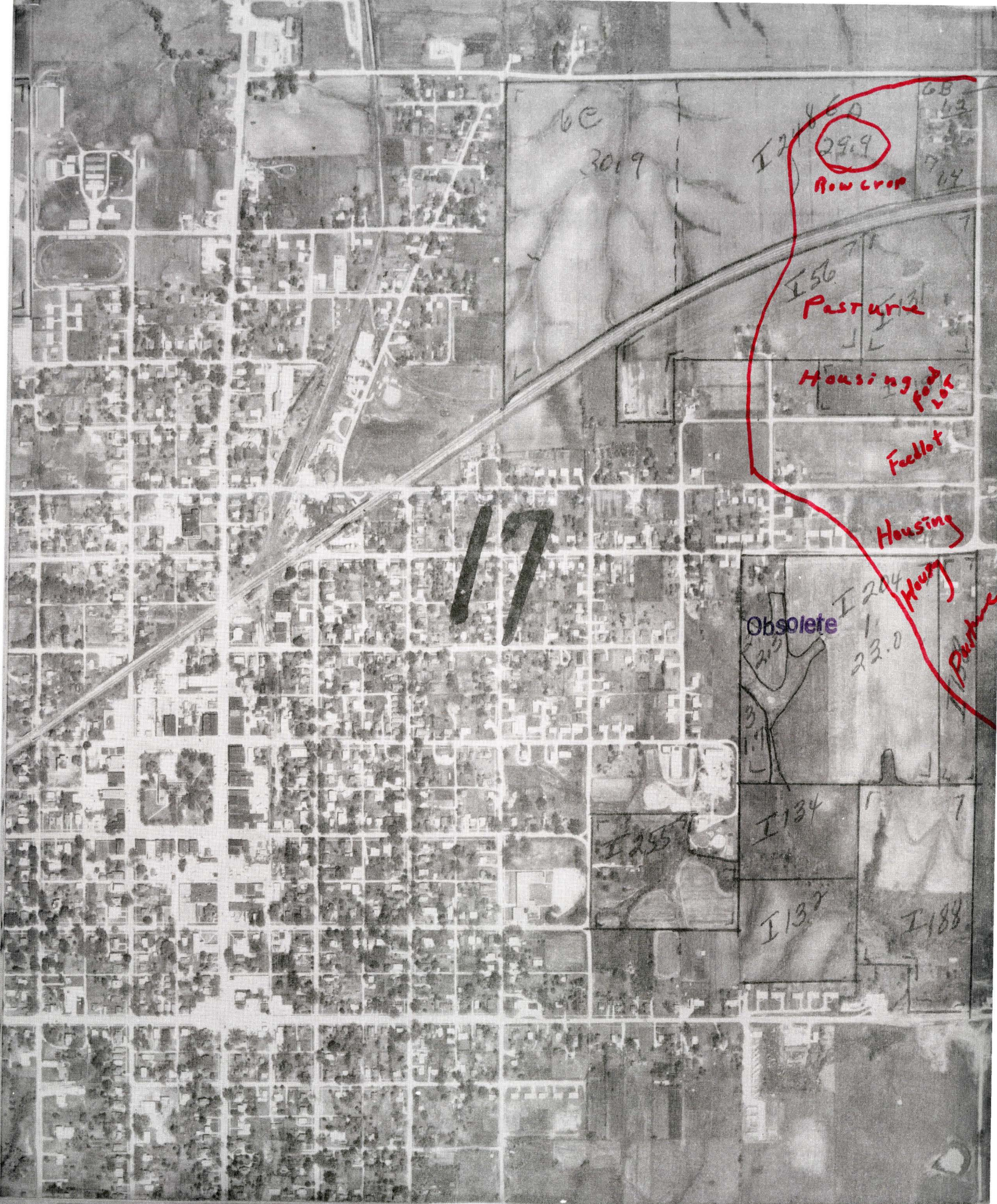
COOPERATOR	SEC	Y.
COOPERATING WITH	STATE	
COUNTY	STATE	
SURVEYED	DATE	

East Lake Park

U. S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

Designed	Date	Approved by
Drawn		Title
Traced		Title
	Sheet	Drawing No.
	No	





Don Rep

JUL 15 1977

OPERATION AND MAINTENANCE AGREEMENT
FOR
STRUCTURAL MEASURES

THIS AGREEMENT, made on June 30, 1977, is between the Soil Conservation Service, United States Department of Agriculture, hereinafter referred to as the Service, and the following organization(s) hereinafter referred to as the Sponsor:

Clarke County Conservation Board
Clarke County Soil Conservation District

The Sponsor and the Service agree to carry out the plan on the attached 6 pages for the operation and maintenance of structural measures in the East Lake Park Critical Area Treatment Measure Plan No. 197, Southern Iowa Resource Conservation and Development Area, State of Iowa. The measures covered by this agreement are identified as:

1. Site 1 - One (1) Earthfill Multipurpose Structure (R/C Pressure Pipe), located in the SE $\frac{1}{4}$, SW $\frac{1}{4}$ of Section 16, T72N, R25W, Clarke County, Iowa.
2. Site 2 - One (1) Earthfill Grade Stabilization Structure (Corrugated Metal Pipe), located in the NE $\frac{1}{4}$, SW $\frac{1}{4}$, of Sec. 16, T72N, R25W, Clarke County, Iowa.

Name of Sponsor Clarke County Conservation Board

By Edwin G. Zeldin Title Chairman

This action was authorized at an official meeting of the Sponsor named immediately above on June 30, 1977 at Osceola, Iowa

Attest Frank W. Phil Title Executive Officer

Name of Sponsor Clarke County Soil Conservation District

By Adrian T. Fuller Title Chairman

This action was authorized at an official meeting of the Sponsor named immediately above on June 30, 1977 at Osceola, Iowa

Attest Linda Hodge Title District Clerk

Soil Conservation Service, United States Department of Agriculture

By William J. Burns Title State Conservationist

OPERATION AND MAINTENANCE PLAN

I. OPERATIONS

- A. The sponsor will be responsible for and will operate or have operated without cost to the Service the structural measures in compliance with any applicable Federal, State and local laws, and in a manner that will assure that the structural measures will serve the purpose for which installed as set forth in the Work Plan.
- B. The Service will, upon request of the Sponsor and to the extent that its resources permit, provide consultative assistance in the operation of the structural measures.

II. MAINTENANCE

- A. The Sponsor will:
 - 1. Be responsible for and promptly perform or have performed without cost to the Service except as provided in Paragraph III, Establishment Period, all maintenance of the structural measures determined by either the Sponsor or the Service to be needed.
 - 2. Obtain prior Service approval of all plans, designs and specifications for maintenance work involving major repair.
- B. The Service will, upon request of the Sponsor and to the extent that its resources will permit, provide consultative assistance in the preparation of the plans, designs and specifications for needed repair of the structural measures.

III. ESTABLISHMENT PERIOD

- A. During an Establishment Period, as herein defined, the Service will bear such part of the cost of any needed major repairs to the structural measures, including associated vegetative work, as is proportionate to the original construction costs borne by the Service in the construction of the structural measures except that the Service will not bear any of the cost for:
 - 1. Repairs to channels or portions thereof which do not have permanent linings such as concrete, riprap, or grouted rock.
 - 2. Repairs determined by the Service to have been occasioned by improper operation or maintenance, or both.
 - 3. Repairs applicable to municipal or industrial water supply or to any other purpose for which construction costs are not authorized to be paid for in whole or in part with funds appropriated to the Service.

III. ESTABLISHMENT PERIOD (continued)

4. Repairs that are mutually determined by the Sponsor and the Service as being items of normal maintenance rather than major repair and are not therefore in keeping with the spirit and intent of the Establishment Period provisions.

- B. The Establishment Period for structural measures (exclusive of any associated vegetative work) is a period of three years ending at midnight on the third anniversary of the date on which the structural measure is accepted.
- C. The Establishment Period for vegetative work associated with a structural measure is a period from date of acceptance of the initial vegetative work to midnight of the date on which the Service writes the Sponsor advising that an adequate vegetative cover has been obtained. However, this period shall not exceed two growing seasons or the end of the Establishment Period for the associated structural measure whichever is greater in time.
- D. As used in the two preceding paragraphs, and elsewhere in this Plan, the following words have the meanings described below:

ACCEPTED, ACCEPTANCE: The date structural or vegetative measures are accepted from the contractor when a contract is involved, or the date structural or vegetative measures are completed to the satisfaction of the Service when force account operations are involved.

ADEQUATE VEGETATIVE COVER: A minimum of seventy percent (70%) cover of the desirable species, with no active rilling that cannot be controlled by the vegetation.

- E. Major repair may involve such things as (1) repairing separated joints, cracks or breaks in the principal spillway, (2) correcting seepage, (3) replacing significant backfill around structures resulting from major erosion damage, (4) major revegetation due to failure to obtain an adequate vegetative cover, and (5) restoring areas with significant erosion caused by unusual flow (volume, recurrence or extended period of time) in emergency spillways.
- F. No action with respect to needed repairs during the Establishment Period will be taken by the Sponsor or the Service which would lessen or adversely affect any legal liability of any contractor or his surety for payment of the cost of the repairs.

IV. INSPECTIONS AND REPORTS

- A. During the Establishment Period the Sponsor and the Service will jointly inspect the structural measures at least annually and after unusually severe floods or the occurrence of any other unusual condition that might adversely affect the structural measures. Any supplemental inspections then determined necessary will be scheduled and agreed to at that time.

- B. After the Establishment Period the structural measures will be inspected annually by the Sponsor, and after unusually severe floods or the occurrence of any other unusual condition that might adversely affect the structural measures.
- C. After the Establishment Period the Service may inspect the structural measures at any reasonable time.
- D. A written report will be made of each inspection. The report of joint inspections will be prepared by the Sponsor with the assistance of the Service. A copy of each report will be provided by the party preparing the report to the other party within ten days of the date on which the inspection was made.

V. RECORDS

The Sponsor will maintain in a centralized location a record of all inspections performed both individually and jointly by the Sponsor and the Service, and of all significant actions taken by the Sponsor with respect to operation and maintenance. The Service may inspect these records at any reasonable time.

VI. GENERAL

A. The Sponsor will:

- 1. Prohibit the installation of any structures or facilities that will interfere with the operation or maintenance of the structural measures.
- 2. Obtain prior Service approval of the plans and specifications for any alteration or improvement to the structural measures.
- 3. Obtain prior Service approval of any agreement to be entered into with other parties for the operation or maintenance of all or any part of the structural measures, and provide the Service with a copy of the agreement after it has been signed by the Sponsor and the other party.

B. Service personnel will be provided the right of free access to the structural measures at any reasonable time for the purpose of carrying out the terms of this plan.

C. The responsibilities of the Sponsor under this plan are effective simultaneously with the acceptance of the works of improvement in whole or in part.

VIII. SPECIAL PROVISIONS

A. The Clarke County Conservation Board will:

- 1. Perform operation and maintenance of all works of improvement listed in this agreement by use of force account, open market procurement or contract for equipment, labor, supplies and materials.

2. Provide operation and maintenance funds for all structural measures listed in this agreement from county funds.

B. The Clarke County Soil Conservation District will:

1. Encourage landowners, upon whose lands the structural measures are located, to (1.) continually observe the structural measures for operation and maintenance needs and report same to the District, and to (2.) perform minor operation and maintenance work.
2. Designate dates and make other necessary arrangements for the annual inspection.

C. Maintenance work which may be necessary to perform, as agreed upon and recorded in annual and special inspection reports, may include, but is not limited to, the following:

1. Vegetation

- a. Reseed, resod, and fertilize areas of poor stand or areas destroyed by erosion. If necessary, restore eroded areas before reseeding.
- b. Cut or spray with approved herbicide and remove undesirable vegetation. Observe state and local ordinances regarding spraying and burning.
- c. Fertilize vegetation as required to maintain a vigorous stand.
- d. Control grazing to insure proper vegetative cover.
- e. Mow grass at planned intervals to maintain optimum cover and for desired uses, including wildlife.

2. Earth Dams

- a. Replace soil removed by rodents.
- b. Inspect drainage systems and relief wells annually for proper functioning and clean out or replace as necessary.
- c. Maintain riprap or other wave-protection measures and replace as needed.
- d. Remove and/or stabilize slide material as soon as practical. It may be necessary to construct a berm or flatten the slope.

PROPERTY MANAGEMENT STANDARDS
(Attachment to Operation and Maintenance Agreement)

The standards prescribed herein govern the utilization and disposition of property furnished by SCS or acquired in whole or in part with SCS-furnished funds by the sponsors. Sponsors are responsible for observing the standards set forth herein. Sponsors are authorized to use their own property management standards and procedures as long as the provisions set forth herein are included.

1. Definitions

- (a) Real property. Real property means land, land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.
- (b) Personal property. Personal property means property of any kind except real property. It may be tangible -- having physical existence, or intangible -- having no physical existence, such as patents, inventions, and copyrights.
- (c) Nonexpendable personal property. Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit. A sponsor may use its own definition of nonexpendable personal property provided that such definition would at least include all tangible personal property as defined above.
- (d) Expendable personal property. Expendable personal property refers to all tangible personal property other than nonexpendable property.
- (e) Excess property. Excess property means property under the control of any federal agency which, as determined by the head thereof, is no longer required for its needs.

2. Use of Real Property

Sponsors shall use any real property acquired partly or wholly with SCS financial assistance, as long as needed for the purpose for which it was acquired and in accordance with the O&M agreement. When the real property is no longer needed for the purpose of the SCS financial assistance, the sponsor shall obtain SCS approval of its plans for future use or disposition.

3. Use of Nonexpendable Personal Property

- (a) Nonexpendable personal property acquired with federal funds. When non-expendable personal property is acquired by a sponsor wholly or in part with federal funds, title will not be taken by the federal government, but shall be vested in the sponsor subject to the following restrictions on use and disposition of the property:
 - (1) The sponsor shall retain the property acquired with federal funds in the federally financially assisted program as long as there is a need for the property to accomplish the purpose of the program whether or not the program continues to be supported by federal funds. When there is no longer a need for the property to accomplish the purpose of the federally financially assisted program, the sponsor shall use the property in connection with

other federal grants it has received in the following order of priority:

- (i) Other grants of the SCS needing the property.
 - (ii) Grants of other federal agencies needing the property.
- (2) When the sponsor no longer has need for the property in any of its federal grant programs, the property may be used for its own official activities in accordance with the following standards:
- (i) Nonexpendable property with an acquisition cost of less than \$500 and used four years or more. The sponsor may use the property for its own official activities without reimbursement to SCS or sell the property and retain the proceeds.
 - (ii) All other nonexpendable property. The sponsor may retain the property for its own use provided that a fair compensation is made to the SCS for the SCS share of the cost of the property. The amount of compensation shall be computed by applying the percentage of SCS participation in the SCS financially assisted undertaking to the current fair market value of the property.
- (3) If the sponsor has no need for the property, disposition of the property shall be made as follows:
- (i) Nonexpendable property with an acquisition cost of \$1,000 or less. Except for that property which meets the criteria of (2) (i) above, the sponsor shall sell the property and reimburse the SCS an amount which is computed in accordance with the last paragraph in (ii) below.
 - (ii) Nonexpendable property with an acquisition cost of over \$1,000. The sponsor shall request disposition instructions from SCS. The SCS shall determine whether the property can be used to meet a SCS requirement. If no requirement exists within SCS, the availability of the property shall be reported to the General Services Administration (GSA) by the SCS to determine whether a requirement for the property exists in other federal agencies. The SCS shall issue instructions to the sponsor within 120 days and the following procedures shall govern:

If the sponsor is instructed to ship the property elsewhere, the sponsor shall be reimbursed by the benefiting federal agency with an amount which is computed by applying the percentage of the sponsor participation in the SCS financially assisted undertaking to the current fair market value of the property, plus any shipping or interim storage costs incurred.

If the sponsor is instructed to otherwise dispose of the property, he shall be reimbursed by the SCS for such costs incurred in its disposition.

If disposition instructions are not issued within 120 days after reporting, the sponsor shall sell the property and reimburse the SCS an amount which is computed by applying the percentage of SCS participation in the undertaking to the sales proceeds. Further, the sponsor shall be permitted to retain \$100 or 10 percent of the proceeds, whichever is greater for the sponsor's selling and handling expenses.

4. Other Requirements for Nonexpendable Personal Property

The sponsor's property management standards for nonexpendable personal property shall also include the following procedural requirements:

- (a) Property records shall be maintained accurately and provide for: a description of the property; manufacturer's serial number or other identification number; acquisition date and cost; source of the property; percentage of federal funds used in the purchase of property; location, use, and condition of the property; and ultimate disposition data including sales price or the method used to determine current fair market value if the sponsor reimburses SCS for its share.
- (b) A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization, and continued need for the property.
- (c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to the property. Any loss, damage, or theft of nonexpendable property shall be investigated and fully documented.
- (d) Adequate maintenance procedures shall be implemented to keep the property in good condition.
- (e) Proper sales procedures shall be established for unneeded property which would provide for competition to the extent practicable and result in the highest possible return.

5. Expendable Personal Property

When the total inventory value of any unused expendable personal property exceeds \$500 at the expiration of need for any federal grant purposes, the sponsor may retain the property or sell the property as long as it compensates SCS for its share in the cost. The amount of compensation shall be computed in accordance with 3(a)(2)(ii) above.

6. Intangible Personal Property

- (a) If any program produces patents, patent rights, processes, or inventions, in the course of work aided by a SCS financial assistance, such fact shall be promptly and fully reported to SCS. The SCS shall determine whether protection on such invention or discovery shall be sought and how the rights in the invention or discovery--including rights under any patent issued thereon--shall be disposed of and administered in order to protect the public interest consistent with "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 F.R. 16889).
- (b) Where the SCS financial assistance results in a book or other copy-rightable material, the sponsor is free to copyright the work, but SCS reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes.

VII. SPECIAL PROVISIONS (continued)

- e. Restore to proper elevation dikes that have settled.
- f. Replace eroded material and revegetate eroded areas in emergency spillways, gutters and other areas.

3. Structures

- a. Stabilize the plunge pool with appropriate maintenance measures at the outlet of principal spillways having propped outlets.
- b. Keep stilling basin free of debris-rock.
- c. Restore eroded earth materials or damaged riprap around energy dissipaters and reseed the area if appropriate.
- d. Restore concrete that has deteriorated.
- e. Maintain in proper working order gates and valves, trash racks, and metal works. Immediately remove ice and debris that may hamper their function. Restore protective coatings if necessary.
- f. Maintain fences in good condition until there is mutual agreement that they are no longer needed to protect structural works of improvement.
- g. Repaint, as needed, all surfaces requiring protection by paint.
- h. Repair and repaint or replace signs and plaques to keep them sightly and functional.

- D. This Plan may be amended by mutual consent of all parties hereto for the purpose of adding or deleting structural measures which have similarly been added or deleted from the approved Watershed Work Plan; or the provisions of this Plan conflict with State Law or become inoperative.

VIII. PROPERTY MANAGEMENT STANDARDS

Exhibit 2910 is attached and made a part of this agreement. It contains prescribed standards governing the utilization and disposition of property furnished by the Service or acquired in whole or in part by the Sponsor with Service-furnished funds.

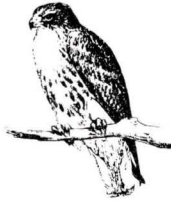
OCT. 6 1982



CLARKE COUNTY CONSERVATION BOARD

Court House

Osceola, Iowa 50213



Keith Edwards
Soil Conservation Service
Osceola, Iowa 50213

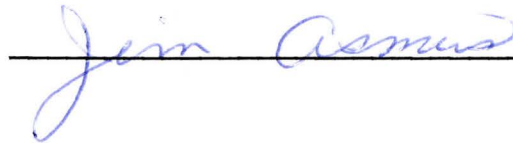
10/5/82

Dear Keith,

We have recently made our annual inspection of the Dam at East Lake County Park. To the best of our knowledge, we know of no structural failings at this time. We have maintained vegetative control on the dam structure and will continue to monitor this. Please feel free to make any site inspection yourself as you see fit, we welcome **your** suggestions.

Your partners in conservation,

THE CLARKE COUNTY CONSERVATION BOARD



Mailed 2 copies to AO 10-6-82


CHAPTER 111A CODE OF IOWA

111A. 1 Purposes. The purposes of this chapter are to create a county conservation board and to authorize counties to acquire, develop, maintain, and make available to the inhabitants of the county, public museums, parks, preserves, parkways, playgrounds, recreational centers, county forests, wildlife and other conservation areas, and to promote and preserve the health and general welfare of the people, to encourage the orderly development and conservation of natural resources, and to cultivate good citizenship by providing adequate programs of public recreation.

693 Federal Building
210 Walnut Street
Des Moines, Iowa 50309

K. Edwards
Osceola F.O.

AL 23 1982

LB July 20, 1982

MODIFICATION No. 1
East Lake Park Critical Area
Treatment & Public Water-based
Recreational Development
Measure #19-6002-039-019

Jim Asmus
Chairman
Clarke County Conservation Board
Court House
Osceola, Iowa 50213

Dear Mr. Asmus:

Your request to delete all reference to recreational development in the East Lake RC&D measure plan is approved.

This letter will serve as Modification No. 1 to the measure plan and is for your files.

Sincerely,

William J. Brune
State Conservationist

cc: Project Development & Maintenance, SCS, Washington, D.C. (2w/request)
MNTC, SCS, Lincoln, Nebraska (2w/request)

E. Aust, AC, SCS, Shenandoah
✓ K. Edwards, D.C., SCS, Osceola
L. Asell, RC&D Coord., SCS, Creston

CLARKE COUNTY CONSERVATION BOARD

Court House

Osceola, Iowa 50213



July 8, 1982

Mr. William J. Brune
State Conservationist
Soil Conservation Service
Room 693 Federal Building
Des Moines, Iowa 50309

Dear Mr. Brune:

Since the East Lake dam was rebuilt, we have been upgrading the recreation facilities in the park. We feel the East Lake RC&D Measure Plan objective to provide additional water-based recreation opportunities is being met without RC&D cost share assistance.

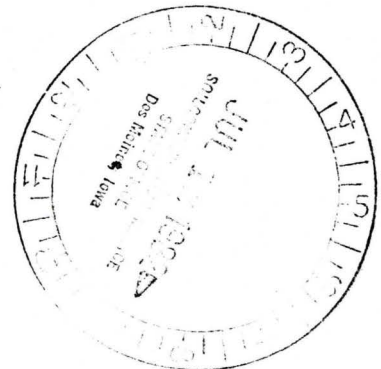
We are, therefore, requesting that all references to public water-based recreation development be deleted from the measure plan. This has been discussed with the Clarke County Soil Conservation District, and they are in agreement.

Sincerely,

A handwritten signature in cursive script that reads "Jim Asmus".

Chairman
Clarke County Conservation Board

cc: Clarke County SCD Commissioners
E. O. Aust



CHAPTER 111A CODE OF IOWA

111A. 1 Purposes. The purposes of this chapter are to create a county conservation board and to authorize counties to acquire, develop, maintain, and make available to the inhabitants of the county, public museums, parks, preserves, parkways, playgrounds, recreational centers, county forests, wildlife and other conservation areas, and to promote and preserve the health and general welfare of the people, to encourage the orderly development and conservation of natural resources, and to cultivate good citizenship by providing adequate programs of public recreation.

9/8/89

O and M inspection ; East Lake

Steve Ernst and Brent Fooley visually inspected the structure- including the spillway ,inlet pipe, and outlet.

The area has been mowed on a regular basis to maintain shrubs and woody vegetation from encroaching on the structure itself and appears to be in excellent condition. The trash guard and pipe inlet are both in excellent condition and free of debris. The outlet is also in excellent condition.

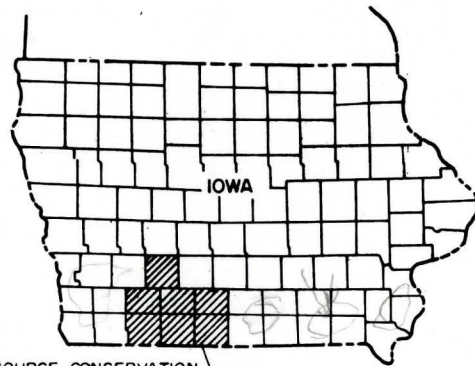


Brent Fooley
Soil Conservationist

EAST LAKE PARK CRITICAL AREA TREATMENT AND
PUBLIC WATER-BASED RECREATIONAL DEVELOPMENT

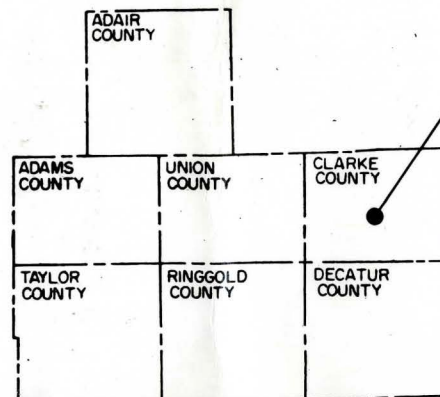
U.S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

DETAIL PLANS FOR
SOUTHERN IOWA
RESOURCE CONSERVATION AND
DEVELOPMENT PROJECT
EAST LAKE PARK
CRITICAL AREA TREATMENT
AND
PUBLIC WATER-BASED
RECREATIONAL DEVELOPMENT
RC & D MEASURE PLAN
NO. 197, PART A
IN COOPERATION WITH
CLARKE COUNTY CONSERVATION BOARD
AND
CLARKE COUNTY SOIL CONSERVATION DISTRICT
CLARKE COUNTY, IOWA



SOUTHERN IOWA RESOURCE CONSERVATION
AND DEVELOPMENT PROJECT

LOCATION MAP



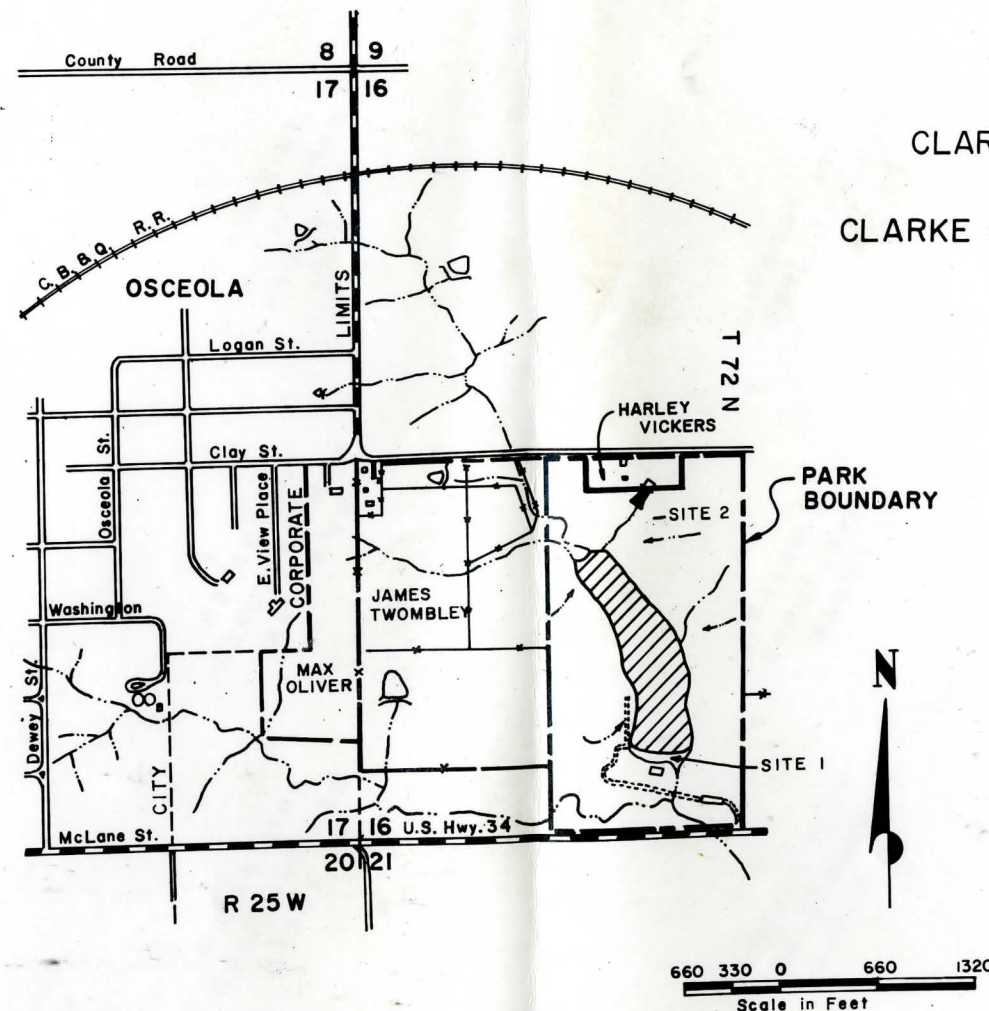
SOUTHERN IOWA RESOURCE CONSERVATION
AND DEVELOPMENT PROJECT

SHEET INDEX

Plan-Profile
Sheet No.

Title

1. Cover Sheet
2. Legends and Information
3. Topographic Map of Reservoir
4. Plan, Site 1
- 5, 6. General Layout, Site 1
7. Details of R/C Pipe Hood Inlet
Baffle and Appurtenances for
18" to 30" Diam. Pipe, Site 1
8. Details of Trash Rack 30" Diam.
R/C Pipe, Site 1
9. R/C Pipe Drop Inlet, 30" Diam.-
Details of Inlet, Site 1
10. Details of Pipe Bedding and
Anti-Seep Collar, Site 1
11. 30" Diam. R/C Pipe - Cantilever
Outlet, Site 1
12. Standard Details
13. Cross Sections, Site 1
14. Plan-Profile, Site 2
15. General Layout, Site 2
16. Details of Corrugated Metal Pipe
Vertical Inlet with Short Splitter
Type Baffle, Site 2
17. Details of Trash Rack for 30" C.M.
Pipe Vertical Inlet, Site 2
18. Diaphragm and Watertight
Coupling Band 21" to 42" C.M.
Pipe, Site 2
19. Timber Support - Propped Outlet
24" to 48" C.M. Pipe, Site 2
20. Cross Sections, Site 2



SEP 27 1978

AS BUILT

APPROVED BY	DATE
<i>Devery T. Brundage</i>	6-30-77
STATE CONSERVATION ENGINEER	
HEAD, ENGINEERING AND WATERSHED, PLANNING UNIT, LINCOLN, NEBRASKA	

State Line	-----	Levee	-----
County Line	-----	Clearing and/or Grubbing Boundary	-----
Township Line	-----	Building	-----
Section Line	-----	School	-----
Property Line	-----	Church	-----
Paved Road	=====	Cemetery	-----
Improved Road	=====	Windmill	-----
Dirt Road	=====	Well	-----
Private or Field Road	-----	Spring	-----
Railroad	-----	Mine, Quarry, or Gravel Pit	-----
Base-Line	-----	Section Corner	-----
Offset Line	-----	Section Center	-----
Center Line of Improvements	-----	Bench Mark, Permanent	-----
Watershed Boundary	-----	Bench Mark, Temporary	-----
Sub-Watershed Boundary	-----	Control Point, Permanent	-----
Fence, Existing	-----	Control Point, Temporary	-----
Fence, To be Constructed	-----	Point on Offset Line	-----
Fence, To be Removed	-----	Point of Intersection	-----
Telegraph and Telephone Line (Location of Pole)	-----	Lake or Pond, Perennial	-----
Power Line (Location of Pole)	-----	Lake or Pond, Intermittent	-----
Telephone and Power Line (Location of Pole)	-----	Approximate Limit of Work Area	-----
High Voltage Transmission Line (Location of Towers)	-----	Stock Watering System	-----
Pipe Line or Buried Cable	-----	Foundation Trench Drain	-----
Water Pipe Line (Farm)	-----	* Contours	-----
Existing Tile Line	-----	* Gully Banks	-----
Proposed Tile Line	-----		-----
Junction Box	-----		-----
Open Ditch (4' deep or over)	-----		-----
Shallow Ditch (Less than 4' deep)	-----		-----
Open Ditch to be Cleaned Out	-----		-----
Terrace, Graded	-----		-----
Terrace, Level	-----		-----
Diversion	-----		-----
Grassed Watercourse	-----		-----
Stream, Large	-----		-----
Stream, Small	-----		-----
Stream, Intermittent	-----		-----
Stream Disappears on Flat	-----		-----
Stream Disappears in Sink Hole	-----		-----
Sink Hole or Depression	-----		-----
Marsh	-----		-----

UNIFIED SOIL CLASSIFICATION SYSTEM SYMBOLS

1 gravel 2 gravel, sandy 3 gravel, silty 4 gravel, clayey 5 gravel, sand, silt	6 sand 7 sand, gravelly 8 sand, silty 9 sand, clayey 10 sand, silt, clay	11 silt 12 silt, gravelly 13 silt, sandy 14 silt, clayey 15 organic silt
16 clay 17 clay, gravelly 18 clay, sandy 19 clay, silty 20 organic clay	21 cobbles, boulders 22 peat 23 gypsiferous 24 calcareous * 25	

* to be added to Standard Symbol when significant amounts of dispersed gypsum or calcified zones are present in the section.

CONSOLIDATED MATERIAL

Sedimentary Rocks

26 shale 27 calcareous shale 28 sandy shale 29 siltstone	30 sandstone 31 calcareous sandstone 32 shaley sandstone 33 breccia	34 limestone 35 cherty limestone 36 sandy limestone 37 dolomite
38 chalk 39 marl 40 chert 41	42 coal 43 gypsum 44 conglomerate 45	

Metamorphic Rocks

46 quartzite 47 gneiss 48 marble	49 slate 50 schist 51 soapstone talc serpentine	Igneous Rocks 52 intrusive 53 pyroclastic
		54 extrusive 55

Undifferentiated

56

TEST HOLE NUMBERING SYSTEM

Centerline of dam	1 - 99
Borrow area	101 - 199
Emergency spillway	201 - 299
Centerline of outlet structure	301 - 399
Stream channel	401 - 499
Relief wells	501 - 599
	601 - 699
	701 - 799

OTHER SYMBOLS

Typical Soil Boring

● 31 hole logged only

⊙ 104 hole sampled

↖ dip and strike

○ pit or trench

WL (date) groundwater level on a specified date

GP 1

GM 3

SP 5

SC 9 - WL (4-10-59)

1150.0

1

3

5

7

9

TYPICAL LOG

Use either description number or symbol of the Soil Type.

UNIFIED SOIL CLASSIFICATION SYSTEM SYMBOLS

GW Well graded gravels; gravel-sand mixtures GP Poorly graded gravels GM Silty gravels; gravel-sand-silt mixtures GC Clayey gravels; gravel-sand-clay mixtures SW Well graded sands; sand-gravel mixtures SP Poorly graded sands SM Silty sand SC Clayey sands; sand-clay mixture	ML Silts; silty, v. fine sands; sandy or clayey silts CL Clays of low to medium plasticity; silty, sandy or gravelly clays CH Inorganic clays of high plasticity; fat clays MH Elastic silts; micaceous or diatomaceous silts OL Organic silts and organic silty clays of low plasticity OH Organic clays of medium to high plasticity
---	--

IMPROVED DRAINAGEWAYS
CHANNELS, GRADED WATERCOURSES, SOD FLUMES, ETC.

DIVERSIONS & EMERGENCY SPILLWAYS

s - Grade of channel in feet of drop per foot of length
b - Bottom width of channel in feet
ss - Side slope ratio, horizontal to vertical
T - Top width of dike, levee or fill in feet
FH - Fill height of dike in feet (vertical distance from bottom of channel to top of dike)

IMPROVEMENT	T	SS
<i>Improved Drainageways</i>	-	<i>3:1 or As shown on drawings</i>
<i>Diversions</i>	6'	<i>3:1 or As shown on drawings</i>
<i>Levees</i>	8'	<i>3:1 or As shown on drawings</i>
<i>Drop Inlet Embankments</i>	10'	<i>3:1 or As shown on drawings</i>
<i>Chute Embankments</i>	8'	<i>3:1 or As shown on drawings</i>
<i>Drop Spillway Embankments</i>	8'	<i>3:1 Upstream-2:1 Downstream</i>

NOTE:
1. Use standard dimensions unless otherwise shown on drawings
2. Use s , b , and FH as shown on drawings

E improvements are along Base Line unless otherwise indicated
 Elevations of pipes refer to invert elevations
 Cross sections shown as looking downstream
 Lines showing limits of structure excavation are on a 1:1
 slope unless otherwise indicated

[illegible]

CROSS SECTION LEGEND

NOTE: --- Excavation when not labeled will be paid for at the contract price for the class of fill in which the material is used.

EARTHWORK SYMBOL

FILL CLASS OF COMPACTION

EXCAVATION - COMMON

EXCAVATION - ROCK

LEGENDS AND INFORMATION

East Lake Park Critical Area Treatment and Public Water-Based Recreational Development-Measure Plan No. 197, Part A Southern Iowa RCD Project Iowa

**U. S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE**

Designed L. L. Dorgan Date 12/76 Approved by _____ Title _____

Drawn _____

Traced _____

Checked A. H. Leitch Date 1-77

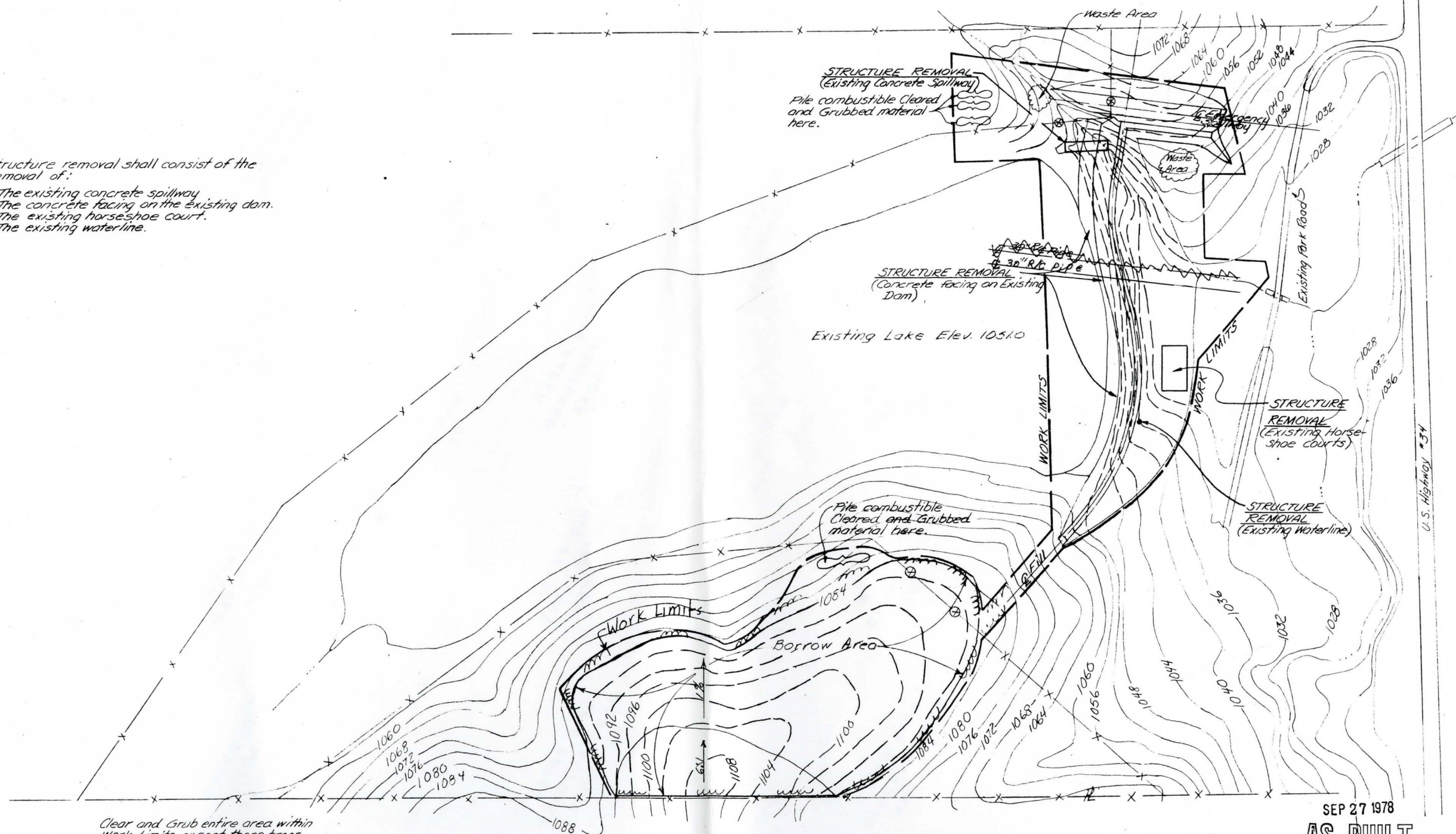
Sheet No. 2 Drawing No. 5-E-36.326

The diagram shows a cross-section of a ditch. The top part shows the 'EXISTING GROUND LINE' and 'FINISHED GRADE LINE' with elevations ranging from 1170 to 1174.1. The 'BASE LINE' is also indicated. The ditch is labeled 'EMERGENCY SPILLWAY' and 'STRUCTURE'. Various soil types are identified by codes: CL, SP, ML, CL, SW, MH, A-90, EG, EQ, and A-90. Excavations are labeled 'BORROW EXCAVATION' and 'EXCAVATION - COMMON'. The diagram includes a 'DISTANCE FROM BASE LINE' scale from 0 to 80. The 'STA. 17+78' is marked. The 'STA. 19+80' is also marked. The 'BORING NO. 18' and 'BORING NO. 64' are indicated. The 'FINISHED GRADE ELEVATION' is shown as 1147.2. The 'D=12'' is noted. The 'AS BUILT' stamp is present. The 'LEGENDS AND INFORMATION' section includes the project name, department, and design details.



Structure removal shall consist of the removal of:

1. The existing concrete spillway
2. The concrete facing on the existing dam.
3. The existing horseshoe court.
4. The existing waterline.



Clear and Grub entire area within Work Limits except those trees specifically marked in the field to be saved.

Scale in Feet

SEP 27 1978

AS BUILT

SITE 1

R/C PIPE DROP INLET - 30" DIAM.
TOPOGRAPHIC MAP OF RESERVOIR

East Lake Park Critical Area Treatment and Public
Water-Based Recreational Development, Measure
Plan No. 197, Part A Southern Iowa RCD Project Iowa

U. S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

Designed *T. Brayman* 11/74
Drawn *T. Brayman* 11/74
Traced
Checked *D.F. Rohlf* 10/78
Approved by *[Signature]* 11/74
Title
Drawing No. 5, E-36, 326

EMBANKMENT MATERIAL SOURCES AND PLACEMENT REQUIREMENTS										
SOURCE OF MATERIAL				PLACEMENT & MOISTURE DENSITY REQUIREMENT						
Embankment Zone*	Location	Approx. Depth (ft)	Unified Soil Class	Depth of Lift	Max. Size of Rock Fragments	Fill Matrix Size Tested	Compaction Class	Reference Test Method	Required (%) Compaction	Allow. Moisture Range from Optimum (%)
All	Borrow Area	0-11	CL	9"	6"	<#4	A	Method A	95	0 and Above
All	Emergency Spillway	0-6	CL	9"	6"	<#4	A	ASTM D-698	95	0 and Above

Pile combustible Cleared and Grubbed material here

LAB TEST INFORMATION - TYPICAL MATERIALS					
Test Hole No.	Approx. Depth	Unified Soil Class	Reference Test Method	Maximum Dry Density	Optimum Moisture
101	1'-11"	CL	Method A	108.0	17.0
201	1'-6"	CL	ASTM D-698	112.5	14.5
6	11'-2"	CL		109.5	16.5

Spread topsoil on all earthfill surfaces of the emergency spillway and the embankment except for that portion of the upstream slope below Elev. 1051.0. The minimum depth of topsoil shall be 0.5'

The excavated surfaces of the emergency spillway shall be topsoiled in accordance with Construction Specification 26.

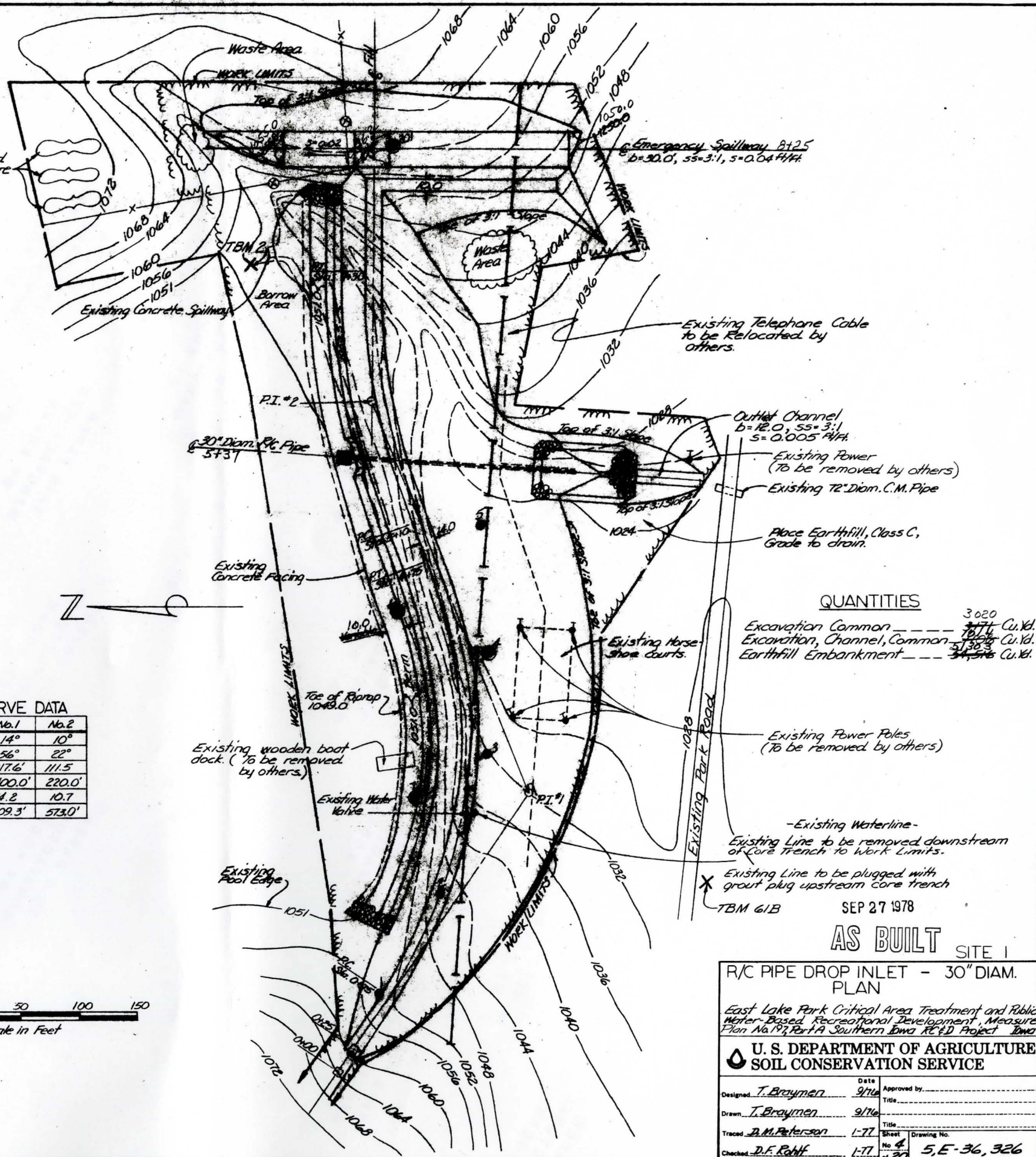
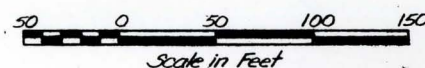
Salvaging and Spreading Topsoil --- 2114 --- 1976 Sq. Yd.

CURVE DATA

Item	No. 1	No. 2
D	14°	10°
I	56°	22°
T	217.6'	111.5'
L	400.0'	220.0'
E	54.2'	10.7'
R	409.3'	573.0'

BENCHMARK

TBM 6/B	1029.08	Nail in base of north side of a 33" diam. Burr Oak tree below and near the west end of existing dam
TBM 2	1053.78	Chisled X on top of west wall at the extreme NW corner of existing concrete spillway.



QUANTITIES

Excavation Common	3020	Cu. Yd.
Excavation, Channel, Common	7774	Cu. Yd.
Earthfill Embankment	34,576	Cu. Yd.

-Existing Waterline-

Existing Line to be removed downstream of Core Trench to Work Limits.

Existing Line to be plugged with grout plug upstream core trench

SEP 27 1978

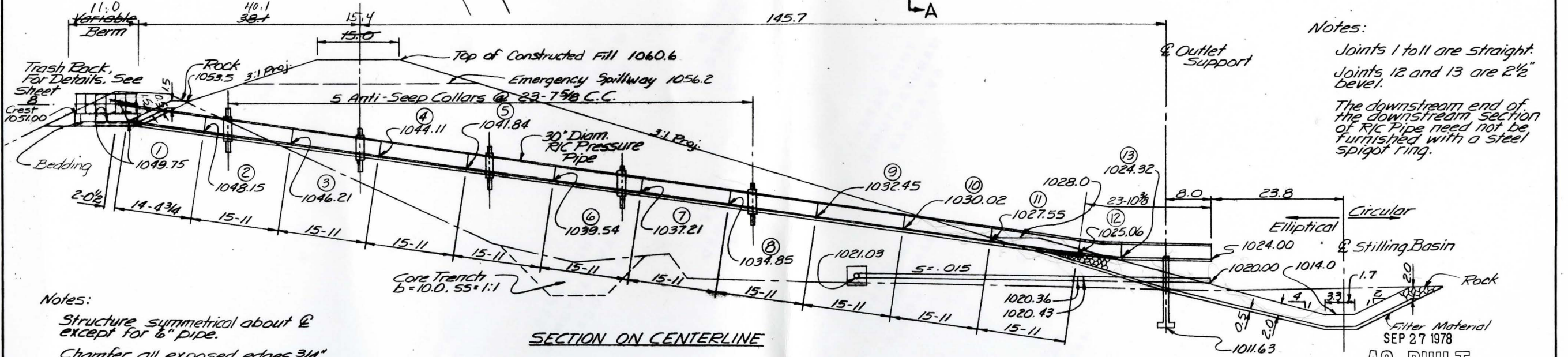
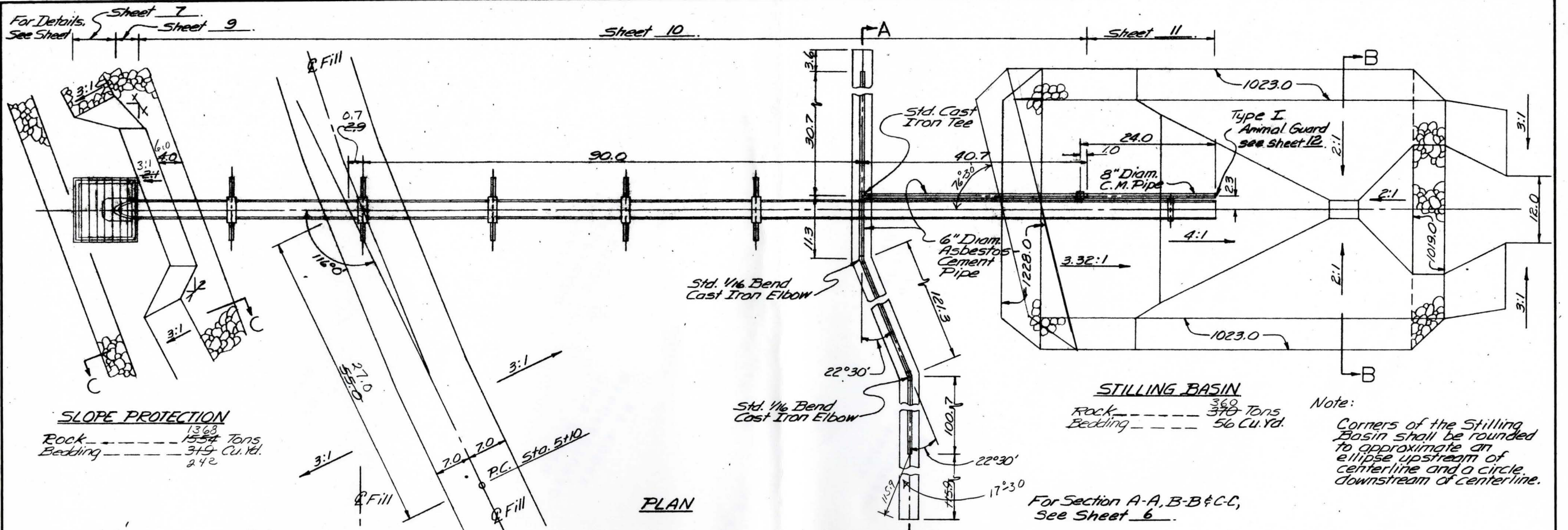
AS BUILT SITE I

R/C PIPE DROP INLET - 30" DIAM. PLAN

East Lake Park Critical Area Treatment and Public Water-Based Recreational Development, Measure Plan No. 17, Part A Southern Blvd. R&D Project, Item

U. S. DEPARTMENT OF AGRICULTURE SOIL CONSERVATION SERVICE

Designed	T. Braymen	Date	9/78	Approved by	
Drawn	T. Braymen	Date	9/78	Title	
Traced	D.M. Peterson	Date	1-77	Sheet	1-77
Checked	D.F. Ruff	Date	1-77	No. 4	5, E-36, 326



R/C PIPE DROP INLET - 30" DIAM.
GENERAL LAYOUT
 Sheet 1 of 2

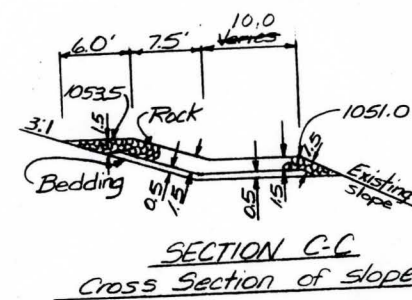
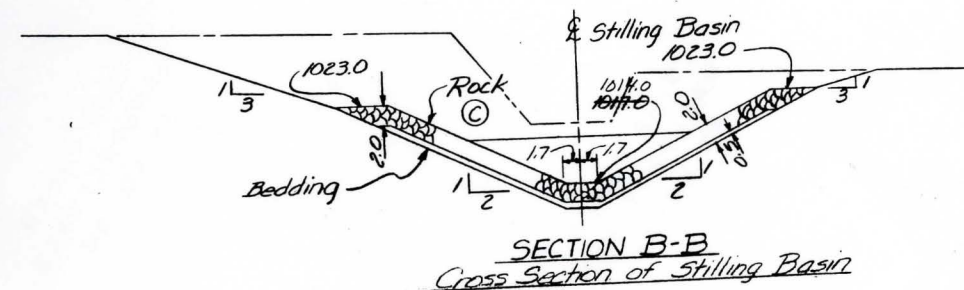
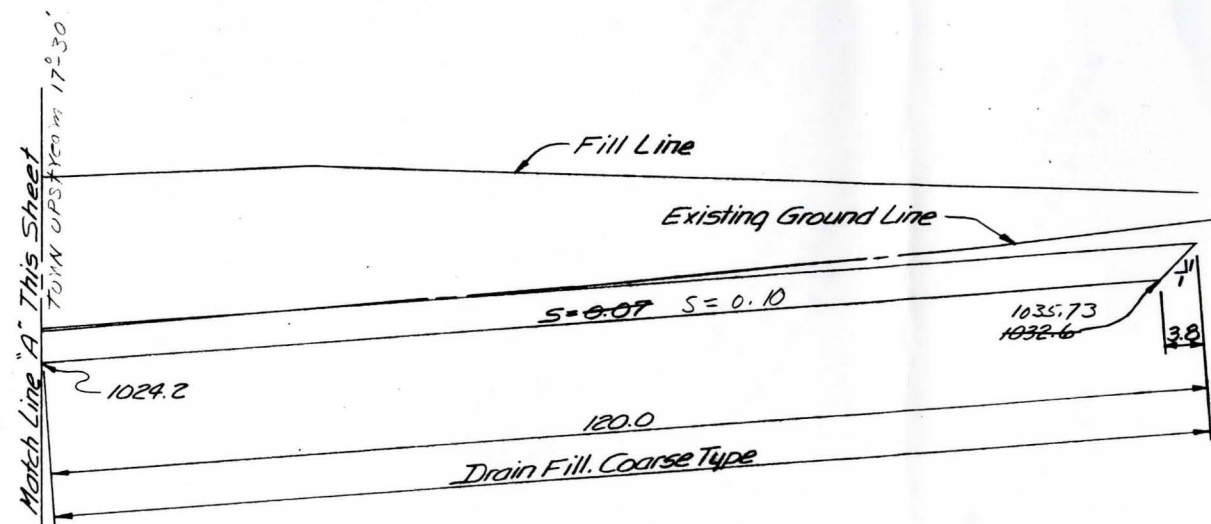
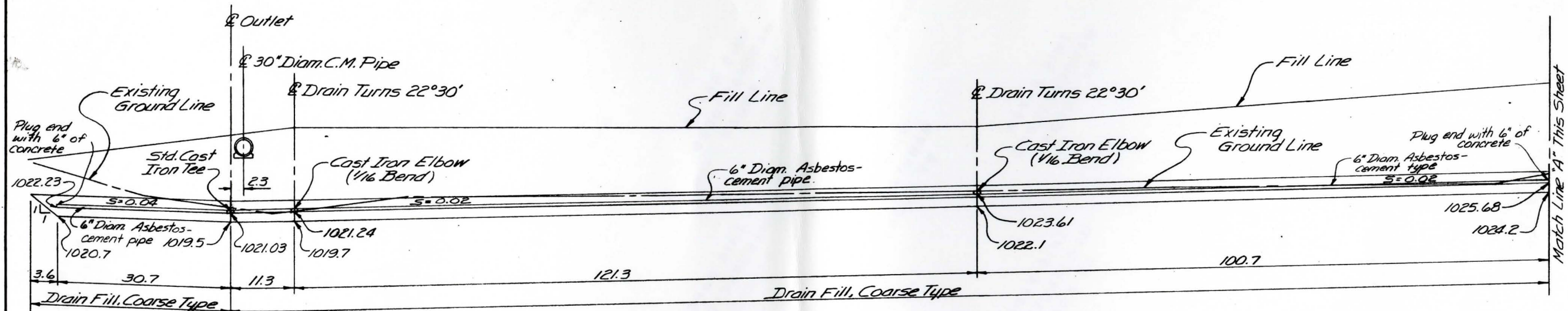
East Lake Park Critical Area Treatment and Public Water-Based Recreational Development Measure Plan No. 197, Part 14, Southern Iowa RCD Project, Iowa

U. S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

Date 12-76
 Designed D.F. Rohlf
 Drawn D.F. Rohlf
 Traced R.L. Rowland
 Checked A.H. Leiring

Approved by _____
 Title _____
 Drawing No. _____
 No. 5 of 20
 5, E-36, 326

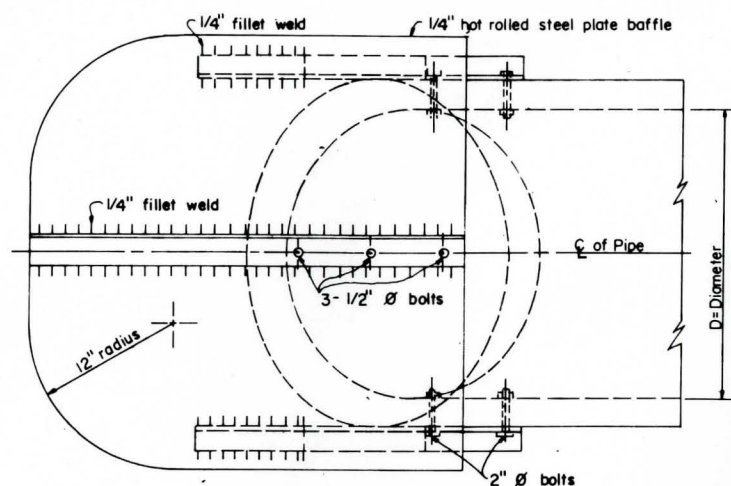
Scale in Feet 0 5 10



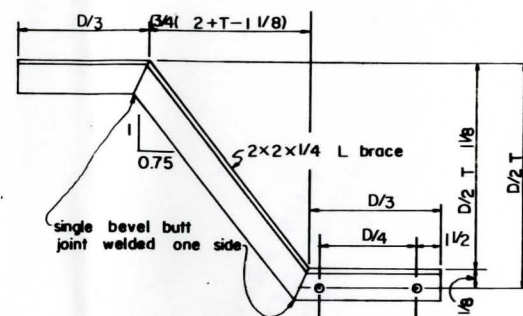
SEP 27 1978
AS BUILT
SITE 1

R/C PIPE DROP INLET-30" DIAM. GENERAL LAYOUT Sheet 2 of 2 East Lake Park Critical Area Treatment and Public Water-Based Recreational Development - Measure Plan No. 197 Part A Southern Iowa RCD Project Iowa			
U. S. DEPARTMENT OF AGRICULTURE SOIL CONSERVATION SERVICE			
Designed	D.F. Rohlf	Date	12-76
Drawn	D.F. Rohlf	Approved by	
Traced	R.L. Rowland	Title	
Checked	A.H. Leiting	Sheet	6
		Drawing No.	5, E-36, 326

0 5 10
Scale in Feet



PLAN



BRACE DETAIL

Scale = 2" = 1'-0"

NOTES
All welds are 1/4" fillet welds except as noted otherwise.

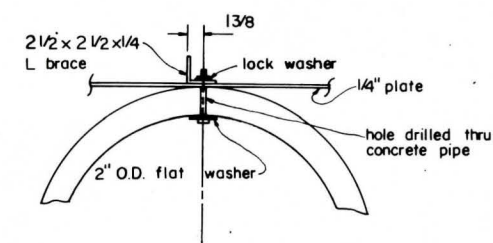
All cuts shall be saw cuts.

All bolts shall be 1/2" Ø with nut, flat washer and split washer, galvanized, cadmium plated or stainless steel.

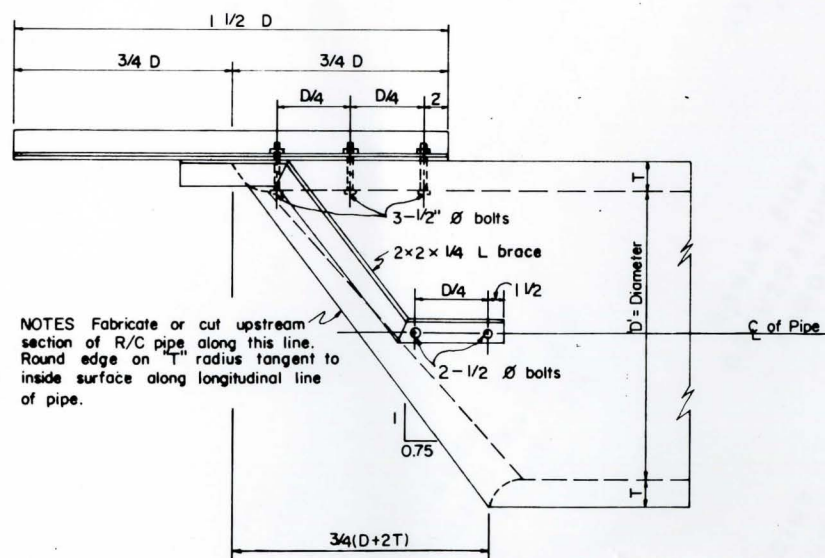
Drill all holes 1/16" larger than bolts.

Bolts to be installed with heads inside of pipe.

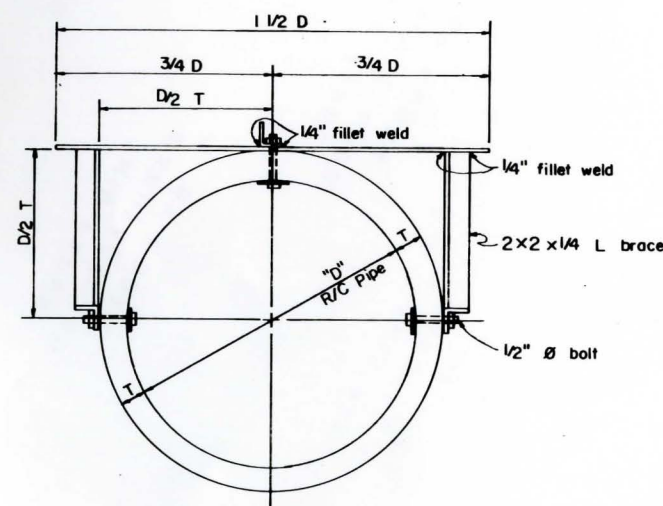
Hood Inlet Baffle and Appurtenances shall be painted in accordance with Construction Specification 82.



BOLT DETAIL



SIDE ELEVATION



FRONT ELEVATION

Scale = 1 1/2" = 1'-0"

SEP 27 1978

AS BUILT

SITE 1

DETAILS OF R/C PIPE HOOD INLET BAFFLE & APPURTENANCES FOR 18" to 30" DIAM. PIPE

East Lake Park Critical Area Treatment and Public Water-Based Recreational Development, Measure Plan No. 197, Part A Southern Iowa RC/FD Project Iowa

U. S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

Designed	L. L. Dorgan	11/76	Approved by	
Drawn	T. J. Oswald	8-72	Title	
Traced			Sheet	7
Checked	D. F. Rohlf	12/76	No. of	20
			Drawing No.	5. E-36,326

SCS-940-313-C Rev. 3-69

207

BILL OF MATERIAL

Mark	Quan.	Item	Length
1	4	L ^s 3"x3"x 5/16"	5-5
2	2	"	11-0
3	1	"	11-6
4	1	"	11-6
5	2	L ^s 2"x2"x 3/16"	11-0
6	2	"	11-4
7	7	"	3-8
8	3	"	5-5
9	7	"	3-8
10	2	"	5-5
11	1	"	2-1
12	7	"	11-6
78		1/2" ϕ Machine Bolts w/ Lock Washers & Hex. Nuts	0-1 1/2

Construction Notes:

Structure is symmetrical about $\mathcal{Q}$.

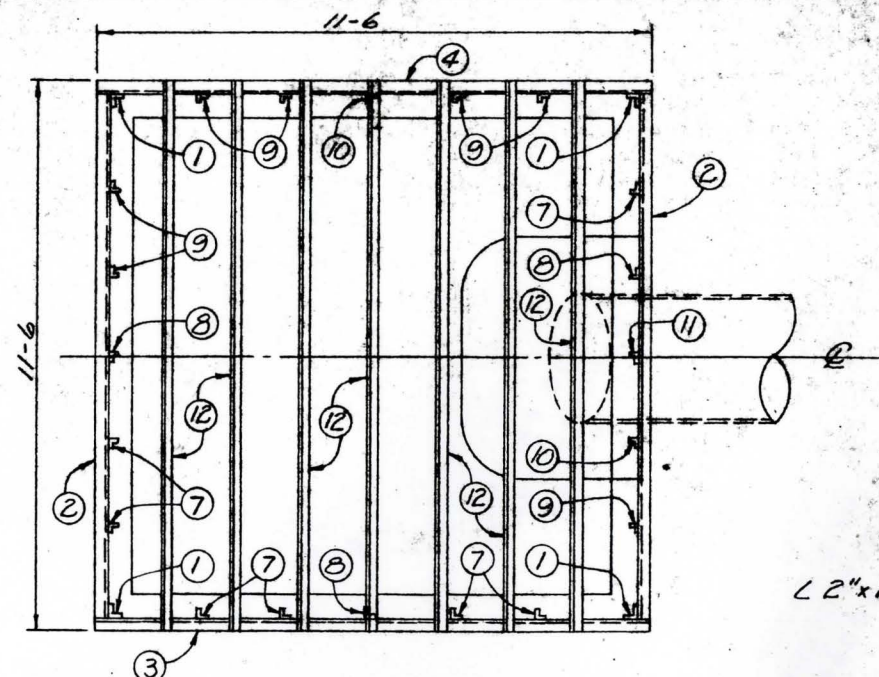
Trash Rack to be fabricated of steel angles, bolted together with 1/2" ϕ machine bolts.

All cuts shall be saw cuts.

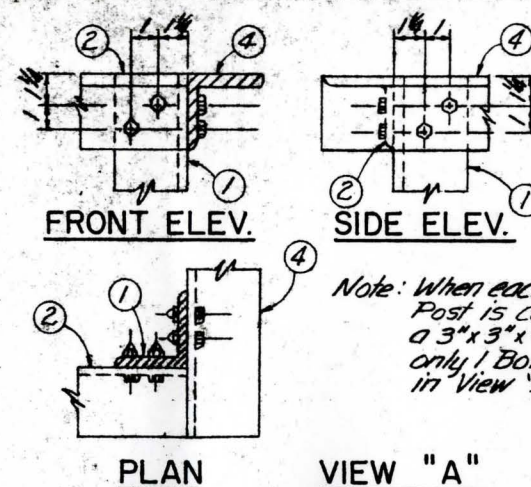
All holes for bolts shall be 1/16" larger than bolt diam.

All nuts, bolts and washers shall be galvanized, cadmium plated or stainless steel.

Trash Rack shall be painted in accordance with Construction Specification 82.



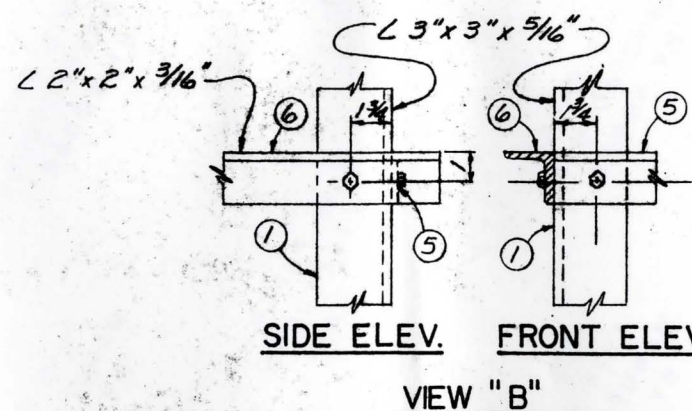
PLAN



PLAN

VIEW "A"

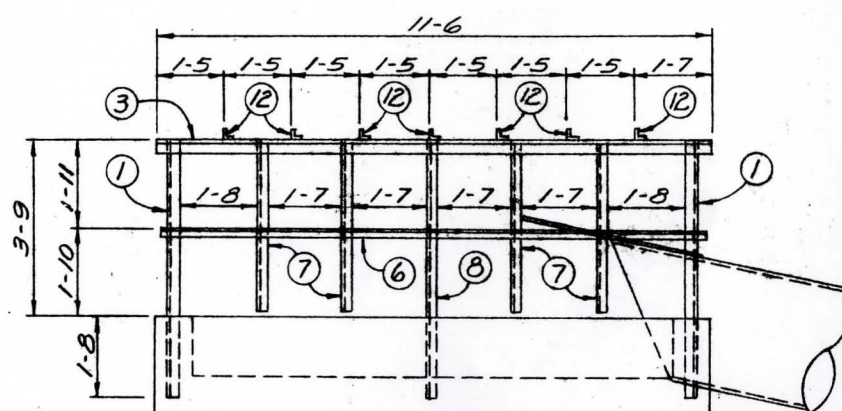
Note: When each 2"x2"x 3/16" Post is connected with a 3"x3"x 5/16" Rail, use only 1 Bolt as shown in View "B".



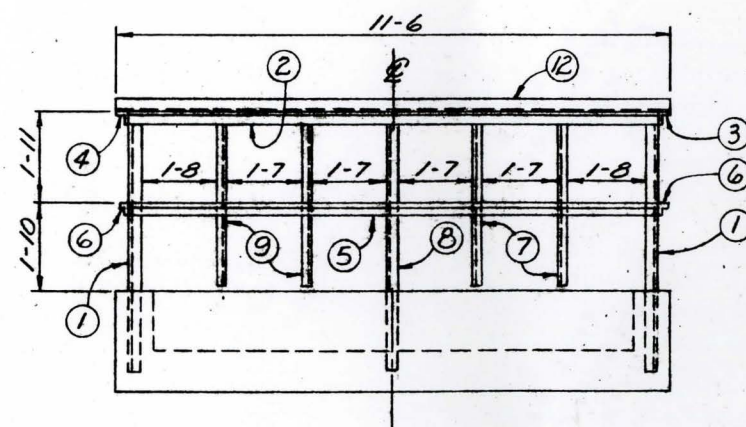
SIDE ELEV.

FRONT ELEV.

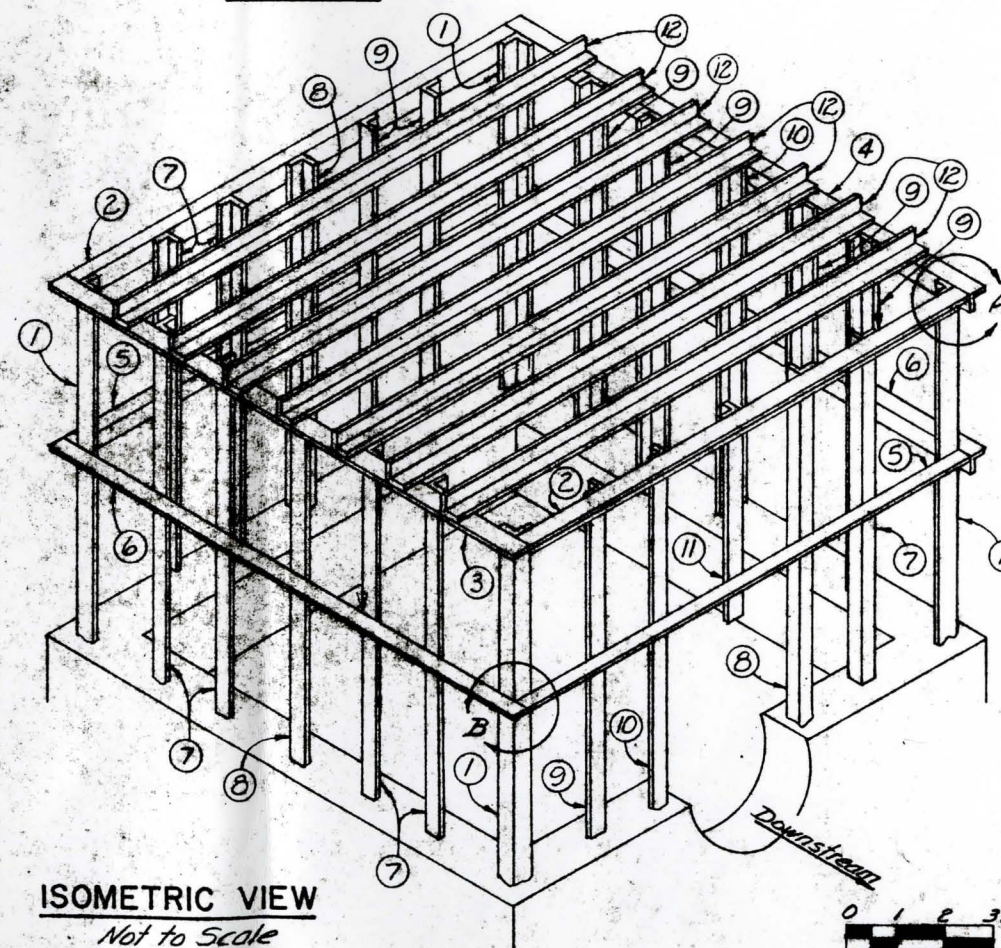
VIEW "B"



SIDE ELEVATION



UPSTREAM ELEVATION



ISOMETRIC VIEW

Not to Scale

Scale 0 1 2 3 Ft.

SEP 27 1978

AS BUILT

SITE 1

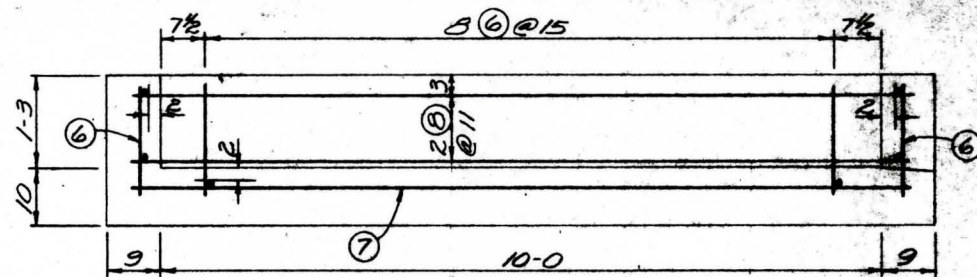
DETAILS OF TRASH RACK 30" DIAM. R/C PIPE

East Lake Park Critical Area Treatment and Public
Water-Based Recreational Development Measure
Plan No. 197, Part A Southern Iowa R&D Project Iowa

U. S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

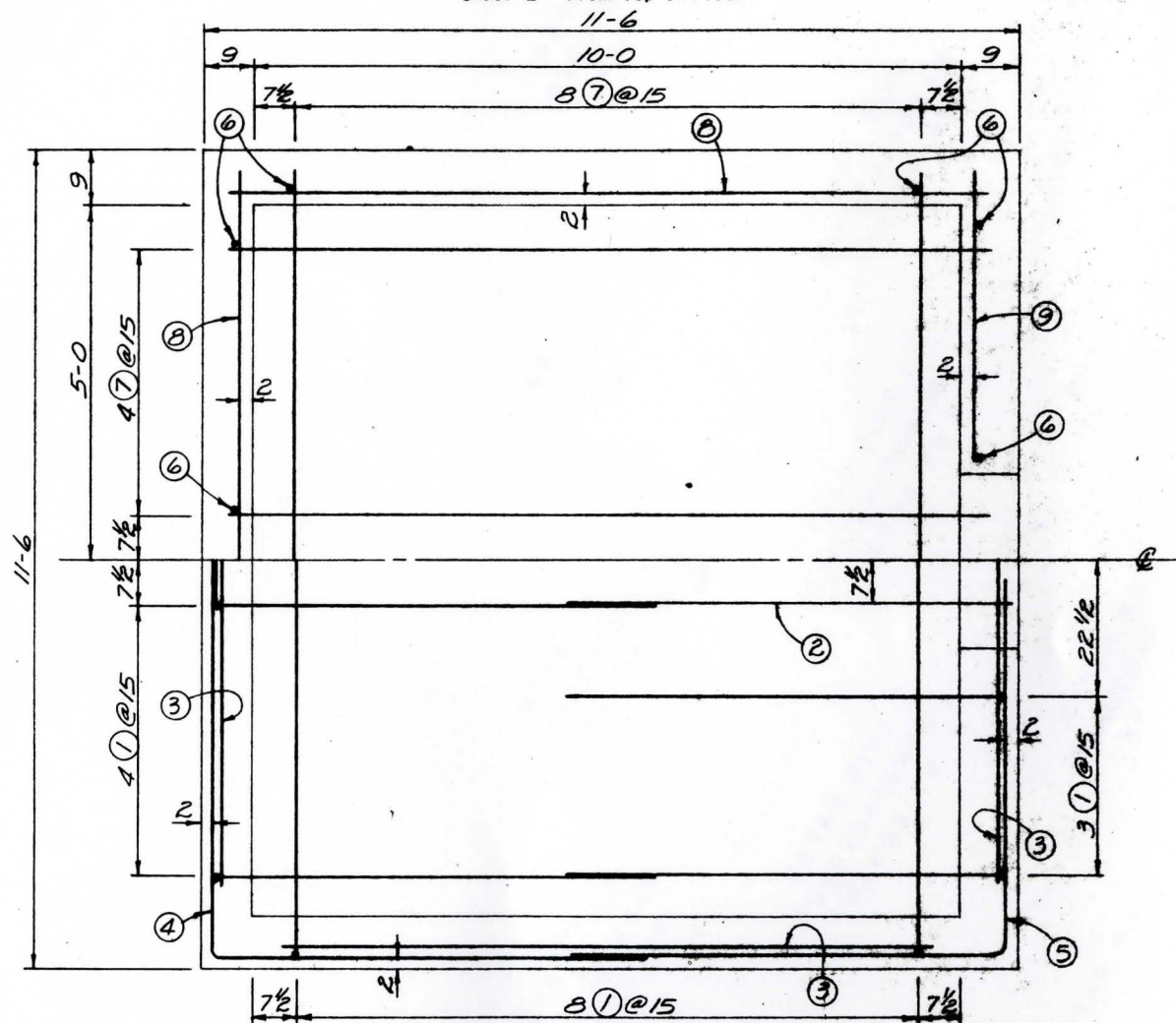
Designed <u>D.F. Rohlf</u>	Date <u>8-76</u>	Approved by _____
Drawn <u>R.L. Rowland</u>	Date <u>10-76</u>	Title _____
Traced <u>R.L. Rowland</u>	Date <u>10-76</u>	Title _____
Checked <u>A.H. Leiting</u>	Date <u>1-77</u>	Sheet <u>8</u> of <u>20</u>
		Drawing No. <u>5, E-36, 326</u>

404



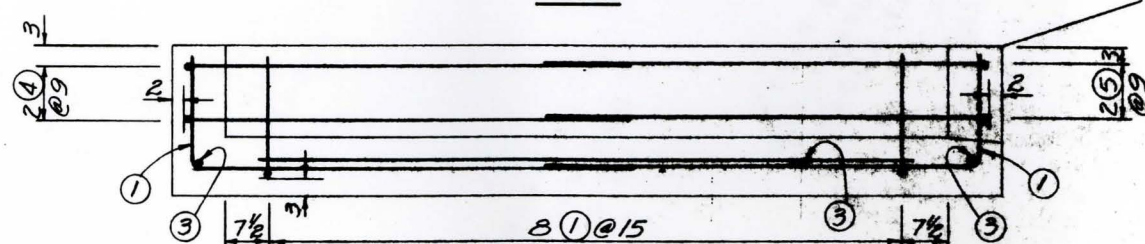
SECTION ON CENTERLINE

Steel 2" From Inside Face
Steel 2" From Top of Floor



Steel 2" From Outside Face
Steel 3" From Bottom of Floor

PLAN



SECTION ON CENTERLINE

Steel 2" From Outside Face
Steel 3" From Bottom of Floor

Str.

Type 1

B
C

Type 2

BAR TYPE DETAILS

Notes:

1. Bar dimensions are out to out of bar.
2. Radius of bends equals three times the diameter of the bar for sizes 7 and smaller bars.

STEEL SCHEDULE

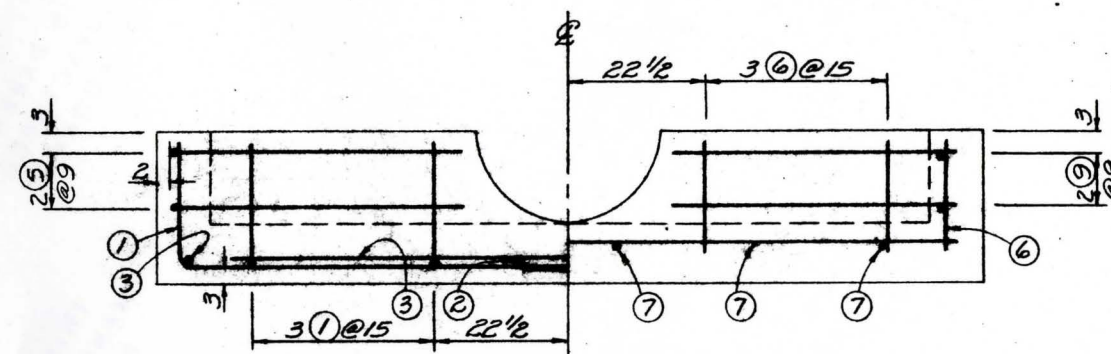
Location	Mark	Size	Quan	Length	Type	B	C	Total
Floor, Walls	1	#4	30	8-0	21	1-8	6-4	240-0
Floor	2	#4	2	6-3	1			12-6
"	3	#4	4	9-3	1			37-0
Endwall, Sidewalls	4	#4	4	12-6	21	6-3	6-3	50-0
D.S. Wall, Sidewalls	5	#4	4	10-6	21	4-2	6-4	42-0
Walls	6	#5	30	1-6	1			45-0
Floor	7	#5	16	10-9	1			172-0
Endwall, Sidewalls	8	#4	6	10-9	1			64-6
Downstream Wall	9	#4	4	4-0	1			16-0

QUANTITIES

Steel #4 462.000 Lin. Ft. 309 Pounds
" #5 217.000 " " 226 "

Total 535 Pounds

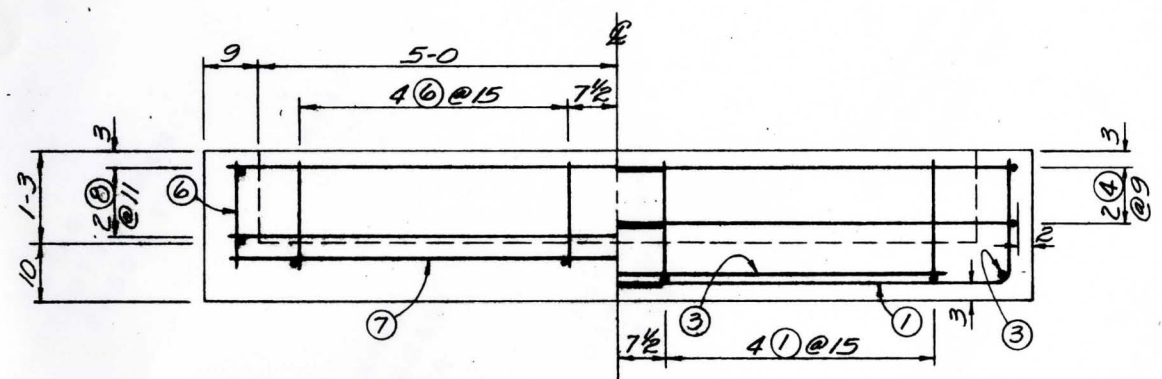
Concrete, Class 4000X 5.5 Cu. Yds.



Steel 2" From Outside Face
Steel 3" From Bottom of Floor

Steel 2" From Inside Face
Steel 2" From Top of Floor

DOWNSTREAM WALL



Steel 2" From Inside Face
Steel 2" From Top of Floor

Steel 2" From Outside Face
Steel 3" From Bottom of Floor

UPSTREAM WALL

SEP 27 1978

AS BUILT

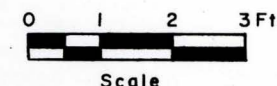
SITE 1

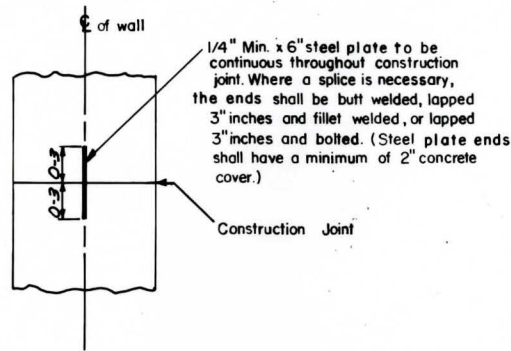
R/C PIPE DROP INLET-30" DIAM.
DETAILS OF INLET

East Lake Park Critical Area Treatment and Public
Water-Based Recreational Development-Measure
Plan No. 197, Part A Southern Iowa RCD Project Iowa

U. S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

Date 9-76
Designed D.F. Rohlf 9-76
Drawn J. Christiansen 9-76
Traced R.L. Rowland 12-76
Checked A.H. Leiting 12-76
Approved by _____
Title _____
Drawing No. _____
No. 9 of 20
5, E-36, 326

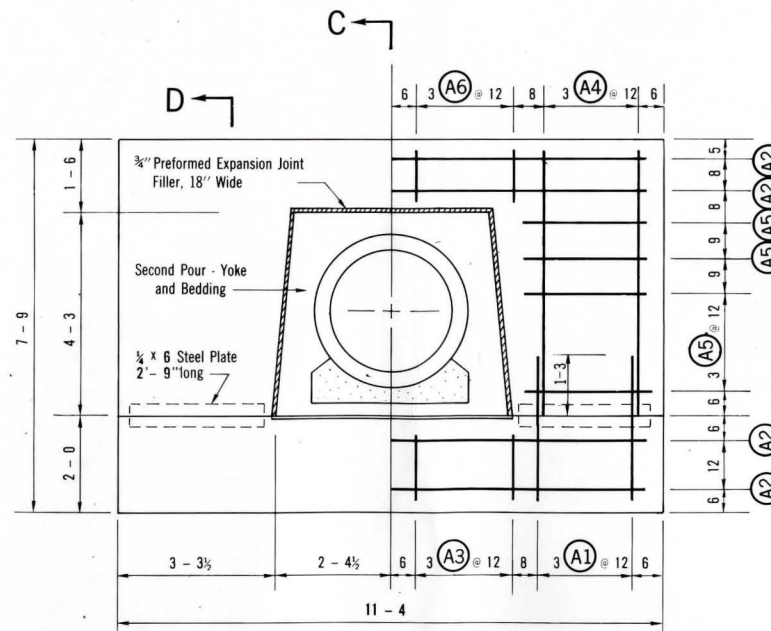




Notes:
Metal plate shall be free from dirt, oil, grease, paint, mill scale, loose or thick rust, or other coating which might destroy or reduce its bond with concrete.

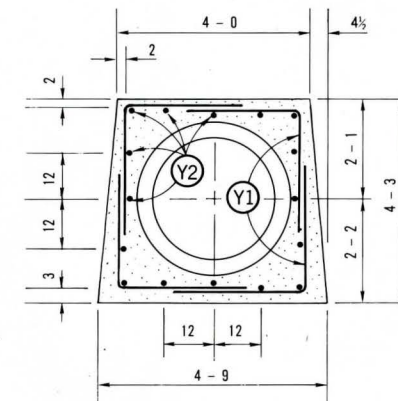
Metal plate and installation to be included with unit price for concrete.

DETAILS OF METAL PLATE TYPE CONSTRUCTION JOINT

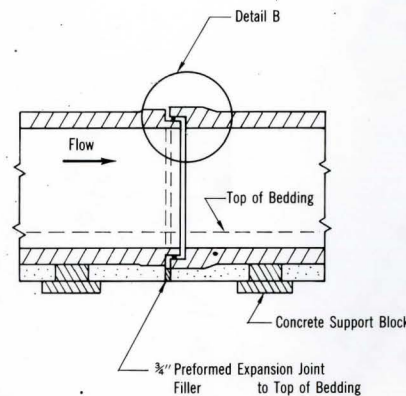


DETAIL OF ANTI-SEEP COLLAR

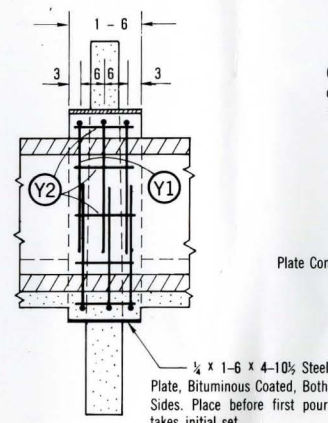
Yoke steel not shown.



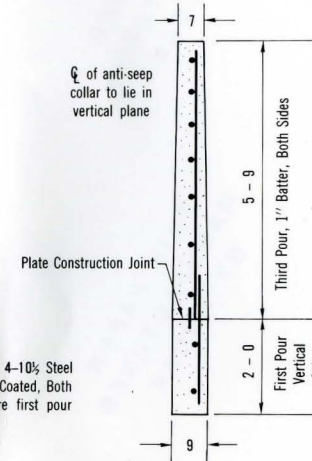
DETAIL OF ANTI-SEEP COLLAR YOKE



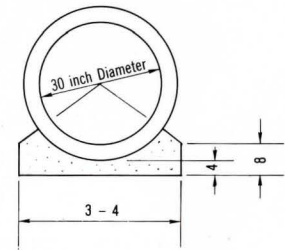
DETAIL OF PIPE JOINT



SECTION C-C



SECTION D-D



DETAIL OF BEDDING

STEEL SCHEDULE

Anti-seep Collar and Yoke, 5 Required.

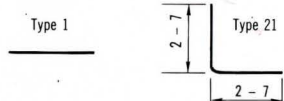
Mark	Size	Quantity per Collar	Length	Type	Total Quantity	Total Length
A1	4	6	3 - 0	1	30	90-0
A2	4	4	10 - 10	1	20	216-8
A3	4	6	1 - 6	1	30	45-0
A4	4	6	5 - 6	1	30	165-0
A5	4	10	2 - 9	1	50	137-6
A6	4	6	1 - 0	1	30	30-0
Y1	4	12	5 - 2	21	60	30-0
Y2	4	16	1 - 2	1	80	93-4

QUANTITIES

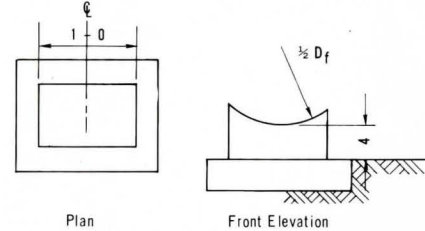
Concrete	Class 4000x	Cu. Yds.
Anti-seep Collar including Yoke		
* Each		2.34
Total for 5 Anti-Seep Collars		11.7
Bedding		
** Per Lineal Foot of Bedding		0.734
Total of 166 Lin. Ft.		12.2
Steel		Pounds
Anti-seep Collar including Yoke		726
(Total of 5 Collars)		

Concrete quantities are based on an outside diameter of pipe of 38 inches. Steel quantities do not change with outside diameter of pipe.

* This quantity is given by
 $2.339 - 0.0003030 (D_f + 38) (D_f - 38)$ cu. yds.
 ** This quantity is given by
 $0.734 - 0.0005 (D_f - 38)$ cu. yds.
 D_f = outside diameter of pipe furnished, inches.



BAR TYPES



SUGGESTED SUPPORT BLOCKS

Sufficient blocks shall be provided to support the pipe to the required line and grade. The Contractor shall determine the number and size of blocks required. Wedges may be used as an alternate.

DETAILS OF PIPE BEDDING AND ANTI-SEEP COLLAR

East Lake Park Critical Area Treatment and Public Water-Based Recreational Development, Measure Plan No. 197, Part A Southern Iowa RCD Project Iowa

U. S. DEPARTMENT OF AGRICULTURE SOIL CONSERVATION SERVICE

Designed D.F. Rohlf	Date 12/16	Approved by Title
Drawn		
Traced		
Checked A.H. Leiting	1/77	Sheet No. 10 of 20
		Drawing No. 5.E-36-326

JOINT REQUIREMENTS				
Length of Pipe Section	Minimum Joint Length	Minimum Joint Limiting Angle		
feet	inches	radians	degrees	
16.0	1.55	0.03	0.35	

For pipe length other than shown, joint requirements will be determined by the Engineer.

Where pipes of different length are connected, adjoining pipes shall meet the requirements of the longer pipe.

Prior to delivery of pipe, the pipe joint detail proposed for use shall be submitted to the Engineer for approval.

STRENGTH REQUIREMENTS

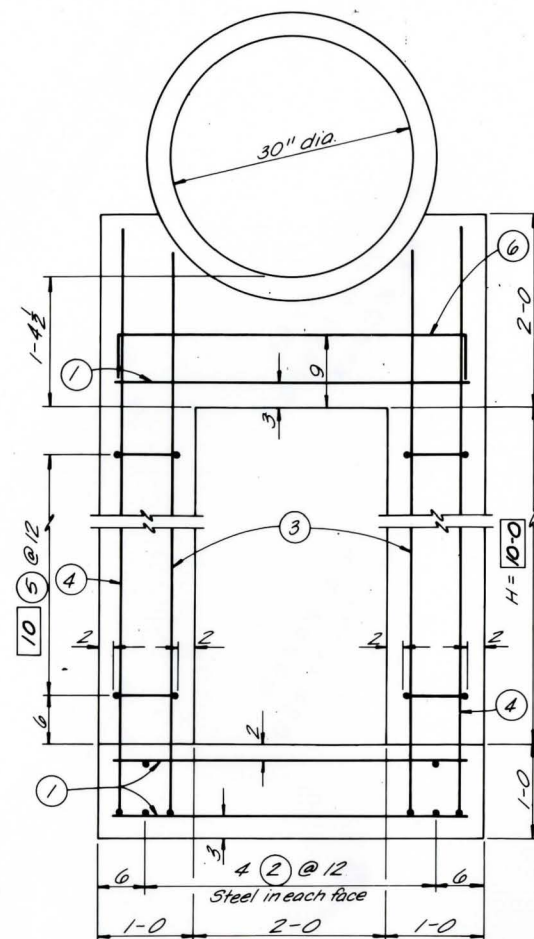
Inside Diameter of Pipe	Internal Load	External Load	
		Minimum 3-Edge Bearing Strength in Pounds per Lineal Foot of Pipe	Applicable Standard Specification
	Hydrostatic Pressure		AWWA C-301
	Head of Water	Load to produce 0.001 inch crack one foot long	AWWA C-300
30"	30.7	4,100	

The outside diameter of pipe assumed in design is 38 inches. Where the pipe furnished has an outside diameter greater than assumed in design, the three-edge bearing strength of the pipe furnished must not be less than the specified three-edge bearing strength multiplied by the ratio of the outside diameter of the pipe furnished to the outside diameter assumed in design.

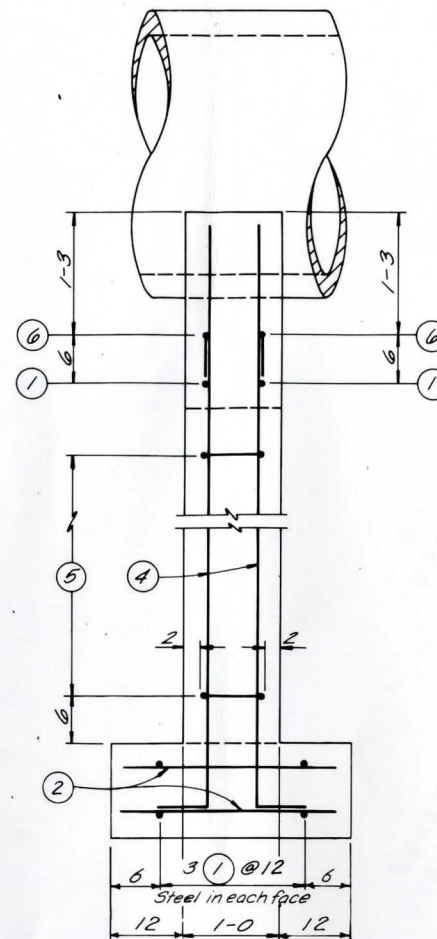
STANDARD CONDUIT DETAILS
FOR REINFORCED CONCRETE PRESSURE PIPE
PRINCIPAL SPILLWAY
STANDARD DWG. NO. ES-5030-BE
DATE 2-70
SHEET 1 OF 1

Joint length equals watertight joint extensibility plus joint gap.

The pipe shall be drawn together so that the maximum joint gap does not exceed 3/8 inch for pipe laid on a straight line. For cambered pipe or pipe laid on a curved line, the joint gap at the closest point shall not exceed 3/8 inch.



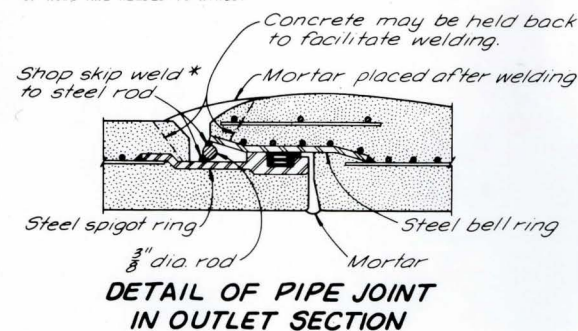
FRONT ELEVATION



SIDE ELEVATION

DETAILS OF CANTILEVER OUTLET SUPPORT

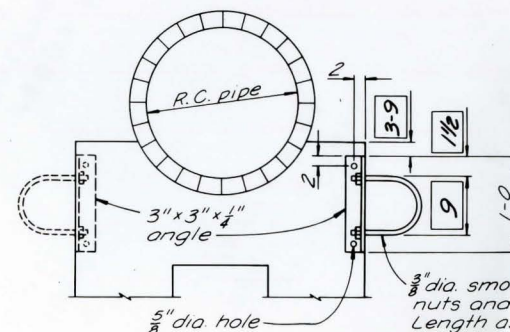
* SKIP WELDING:
WELD 2" - SKIP 6" - REPEAT
PROCEDURE UNTIL FULL LENGTH
OF RODS ARE WELDED TO RINGS.



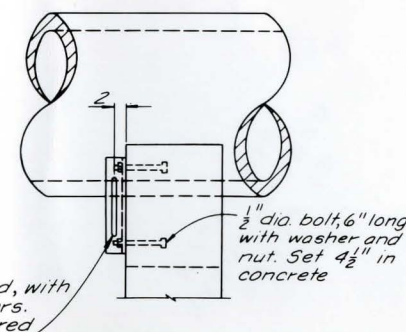
CANTILEVER OUTLET SUPPORT
FOR 30" DIA. R.C. PIPE

E. & W.P. UNIT - DESIGN SECTION LINCOLN, NEBRASKA
BASE DWG. NO. 5,E-13,850.237
DATE APPROVED: 8-71
SHEET 1 OF 1

REV. 9-76



FRONT ELEVATION



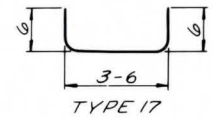
SIDE ELEVATION

DRAIN OUTLET SUPPORT 1-0 REQUIRED

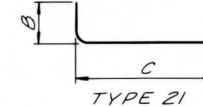
NOTE: MATERIAL AND COATING TO BE THE SAME AS THAT SPECIFIED FOR TRASH RACK(S).

BAR TYPES

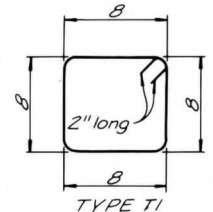
Straight
TYPE 1



TYPE 17



TYPE 21



TYPE TI

STEEL SCHEDULE

MARK	SIZE	TYPE	QUANTITY	LENGTH	TOTAL LENGTH	B	C
1	4	I	8	3-6	28-0		
2	4	I	8	2-6	20-0		
3	6	21	4	12-3	49-0	0-6	
4	6	21	4	12-6	50-0	0-6	
5	3	TI	20	3-0	60-0		
6	4	17	2	4-6	9-0		

NOTES:

- OUTLET SECTION OF CONDUIT IS TO BE 24' LONG. LENGTH REQUIREMENT CAN BE MET BY JOINING TWO SECTIONS OF CONDUIT AS SHOWN IN "DETAIL OF PIPE JOINT IN OUTLET SECTION". DOWNSTREAM SECTION OF JOINED SECTIONS MUST BE AT LEAST 12' LONG AND CANTILEVERED 8" BEYOND THE CENTERLINE OF THE OUTLET SUPPORT.
- CONDUIT FOR OUTLET SECTION MUST BE "STEEL CYLINDER TYPE".
- PROVIDE A LAYER OF ROOFING FELT BETWEEN PIPE SUPPORT AND PIPE TO PREVENT BOND.
- IF OUTLET SUPPORT IS PRECAST, CURVED SECTION SHALL BE SHAPED TO A RADIUS EQUAL TO OUTSIDE RADIUS OF PIPE PLUS 1/2" AND GROUTED TO FIT WHEN PIPE IS PLACED IN POSITION.
- ALL DIMENSIONS SHOWING DISTANCE FROM REINFORCING STEEL TO FACE OF CONCRETE DESIGNATE THE CLEAR DISTANCE.
- RADIUS OF BENDS OF REINFORCING BARS = THREE TIMES DIAMETER OF BAR.
- ALL BAR DIMENSIONS ARE OUT TO OUT OF BAR.
- H = TOTAL HEIGHT OF COLUMN OF PIPE SUPPORT (10' MAX.).

QUANTITIES

ITEM	QUANTITY
CONCRETE 0.66 0.074H	1.4 CU.YD.
REINFORCING STEEL	
SIZE TOTAL LENGTH	
3 60-0	23 LB.
4 57-0	38 LB.
6 99-0	149 LB.
TOTAL	198 LB.

SEP 27 1978

AS BUILT

SITE 1

30" DIAM. R/C PIPE-CANTILEVER OUTLET

East Lake Park Critical Area Treatment and Public
Water-Based Recreational Development, Measure
Plan No. 197, Part A Southern Iowa RCD Project Iowa

U. S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

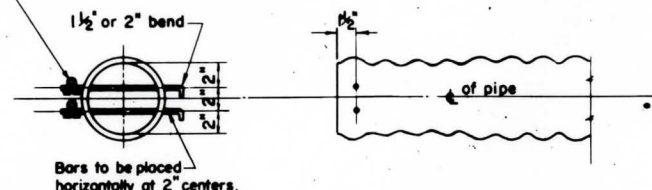
Designed <u>D.F. Rohlf</u>	Date <u>12/76</u>	Approved by _____
Drawn _____	Title _____	
Traced _____	Sheet <u>11</u>	Drawing No. _____
Checked <u>A.H. Leiting</u>	No. <u>177</u>	of <u>20</u> 5,E-36,326

Base Drawing 5,E-13,850.237

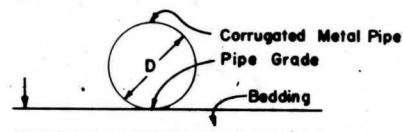
BILL OF MATERIAL			
Pipe Diam.	Bar Size	Quantity	Length
6"	#3 or #4	2	1'-0"
8"	#3 or #4	3	1'-3"
10"	#3 or #4	4	1'-6"

All holes in pipe to receive bars shall be 9/16" dia.

Drill 1/8" hole 1" from end of bars to receive nail, wire or cotter pin.



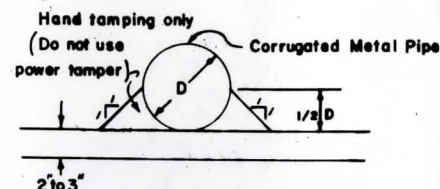
DETAILS OF ANIMAL GUARD
(TYPE-I)



Excavate 2 to 3 inches below pipe grade. Then backfill with damp, friable earth free from lumps and raked or graded to a true plane before placing C.M. Pipe. No compaction of bedding is required.

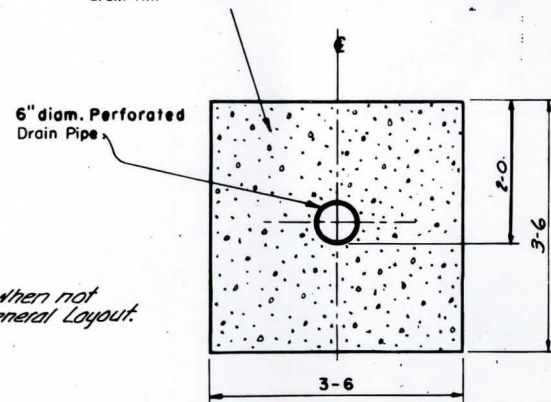
CORRUGATED METAL PIPE
PRINCIPAL SPILLWAY BEDDING
DETAIL

Note:
Begin backfill immediately after pipe has been placed.



CORRUGATED METAL PIPE
PRINCIPAL SPILLWAY BACKFILL
DETAIL

Porous filter continuous along perforated pipe drain consisting of drain fill.



Note:
Omit 6" pipe when not shown on General Layout.

CROSS SECTION OF POROUS FILTER FOR
FOUNDATION TRENCH DRAINAGE SYSTEM

Rev. 1-21-60

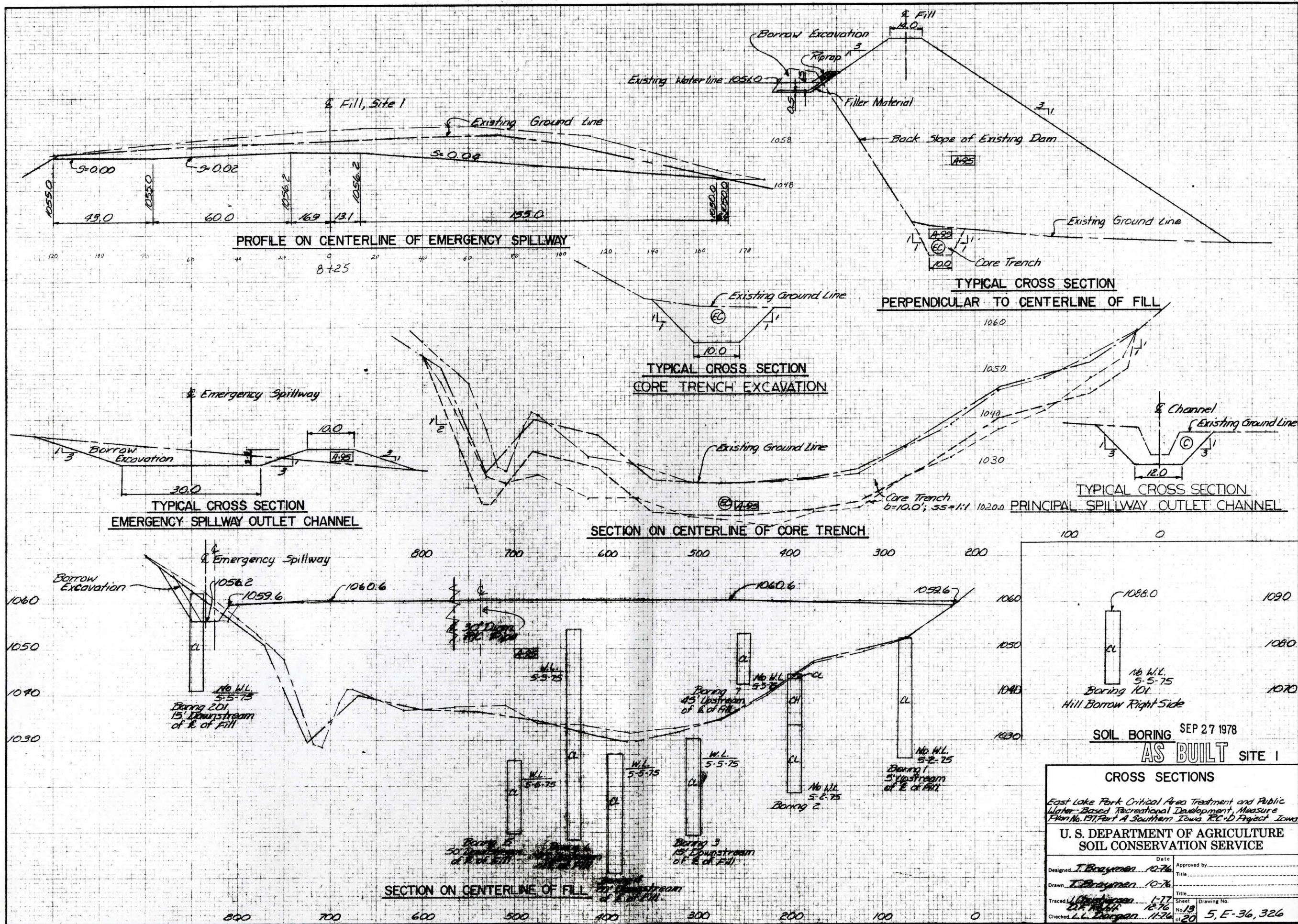
SEP 27 1978
AS BUILT

STANDARD DETAILS

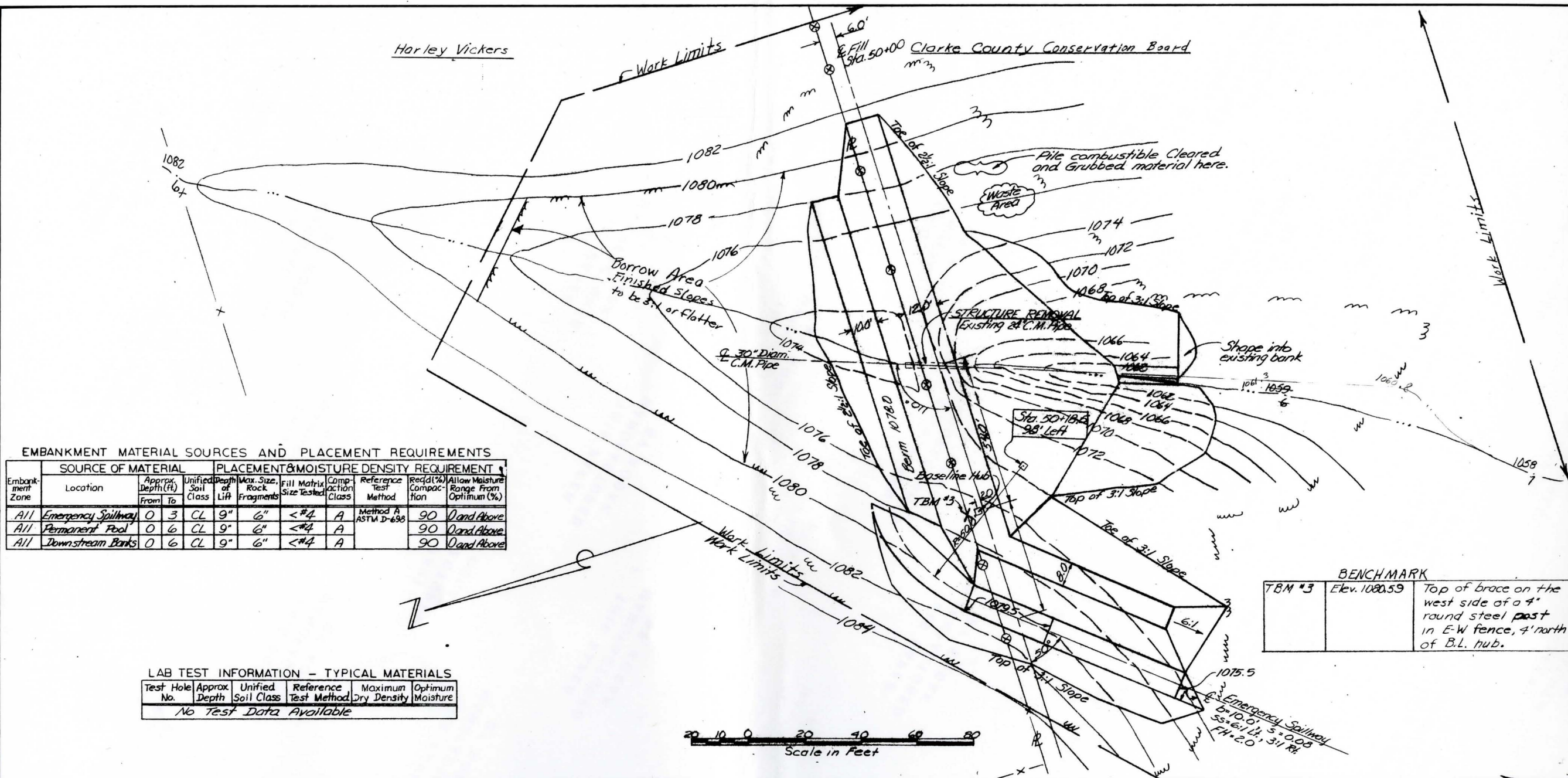
East Lake Park Critical Area Treatment and Public Water-Based Recreational Development - Measure Plan No. 197, Part A - Southern Iowa RC and ID Project Iowa

U. S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

Designed <i>D.F. Rohlf</i>	Date <i>12-76</i>	Approved by _____
Drawn _____	Title _____	
Traced _____	Title _____	
Checked <i>A.H. Leiting</i>	Date <i>1-77</i>	Sheet <i>12</i> of <i>20</i> Drawing No. <i>5, E-36, 326</i>



Horley Vickers



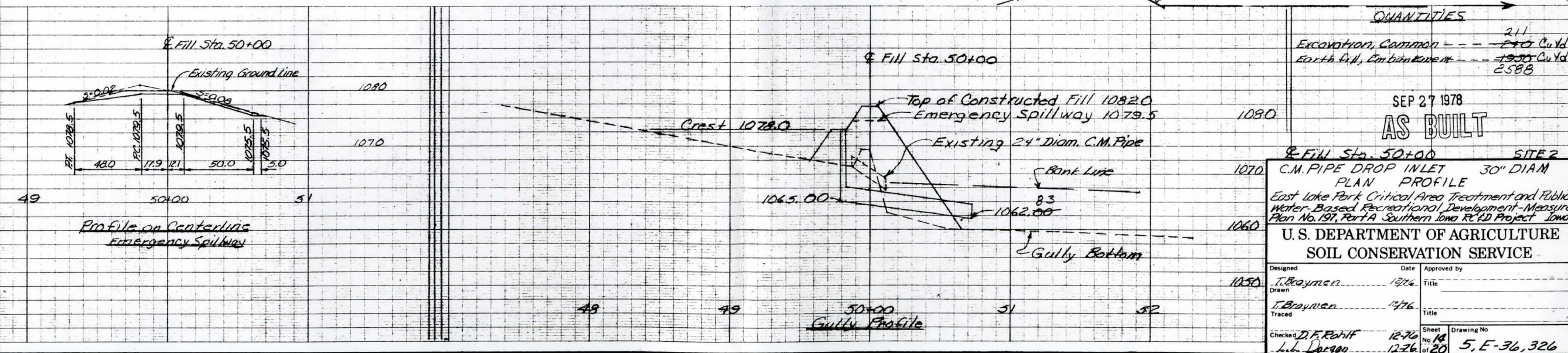
EMBANKMENT MATERIAL SOURCES AND PLACEMENT REQUIREMENTS

Embankment Zone	SOURCE OF MATERIAL		PLACEMENT & MOISTURE DENSITY REQUIREMENT									
	Location	Approx. Depth (ft.)	Unified Soil Class	Depth of Lift	Max. Size of Rock Fragments	Fill Matrix Size Tested	Compaction Class	Reference Test Method	Redd (%)	Allow. Moisture Range From Optimum (%)		
All	Emergency Spillway	0 - 3	CL	9"	6"	< #4	A	Method A ASTM D-698	90	0 and Above		
All	Permanent Pool	0 - 6	CL	9"	6"	< #4	A		90	0 and Above		
All	Downstream Banks	0 - 6	CL	9"	6"	< #4	A		90	0 and Above		

LAB TEST INFORMATION - TYPICAL MATERIALS

Test Hole No.	Approx. Depth	Unified Soil Class	Reference Test Method	Maximum Dry Density	Optimum Moisture
No Test Data Available					

BENCHMARK		
TBM #3	Elev. 1080.59	Top of brace on the west side of a 4" round steel post in E-W fence, 4' north of B.L. hub.



QUANTITIES	
Excavation, Common	211
Earth Fill, Embankment	1935 Cu Yd
	2583

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Fill Sta. 50+00 SITE 2

C.M. PIPE DROP INLET 30" DIAM PLAN PROFILE

East Lake Park Critical Area Treatment and Public Water-Based Recreational Development-Measure Plan No. 197, Part A Southern Iowa R&D Project Iowa

U.S. DEPARTMENT OF AGRICULTURE SOIL CONSERVATION SERVICE

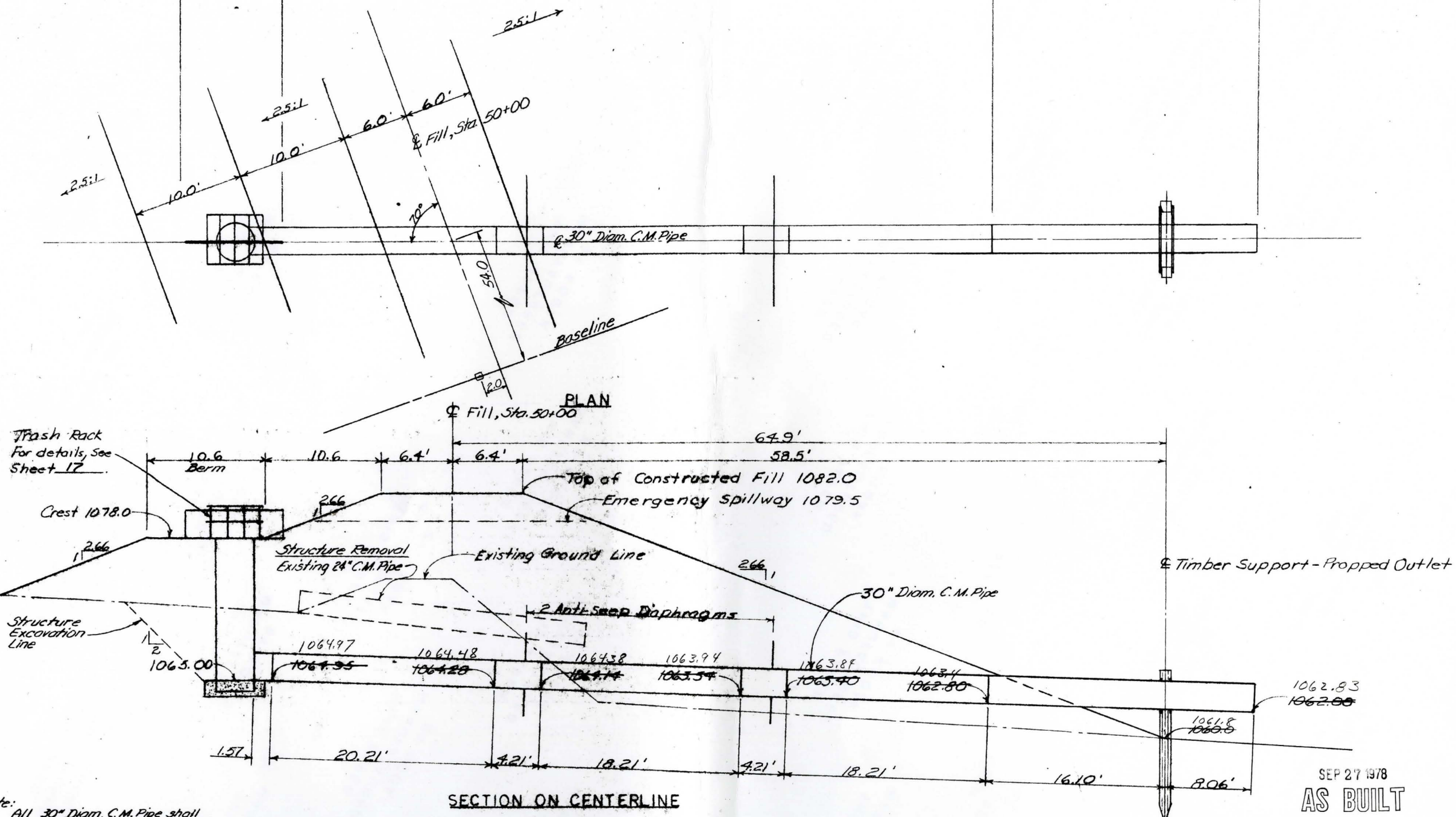
Designed	Date	Approved by
J. Brayman	12/76	
Drawn		Title
J. Brayman	1/76	
Traced		Title
Checked D.F. Rohlf	12-76	Sheet No. 14
L.L. Dargatz	12-76	of 20
		Drawing No. 5, E-36, 326

For Details, see

Sheet 16

Sheet 18

Sheet 19



SEP 27 1978

AS BUILT

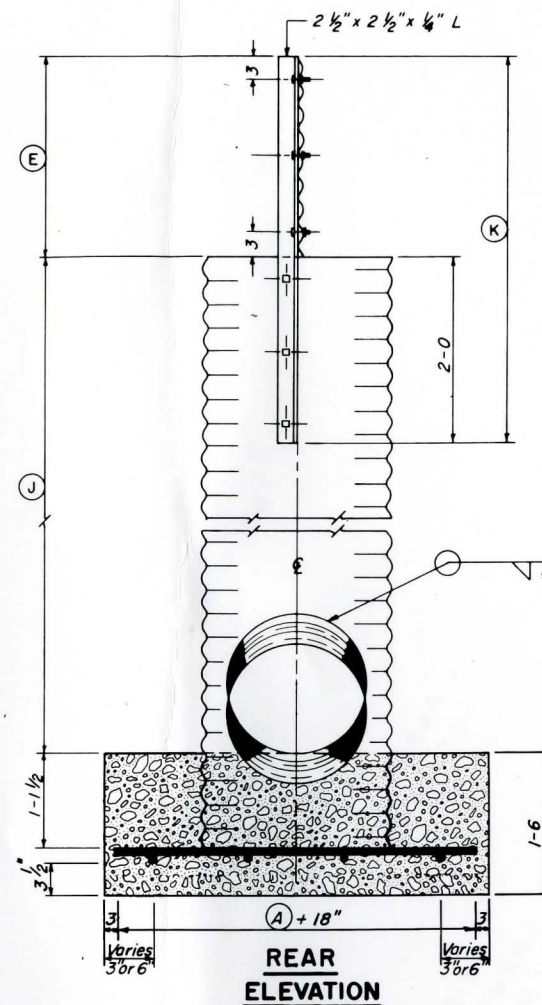
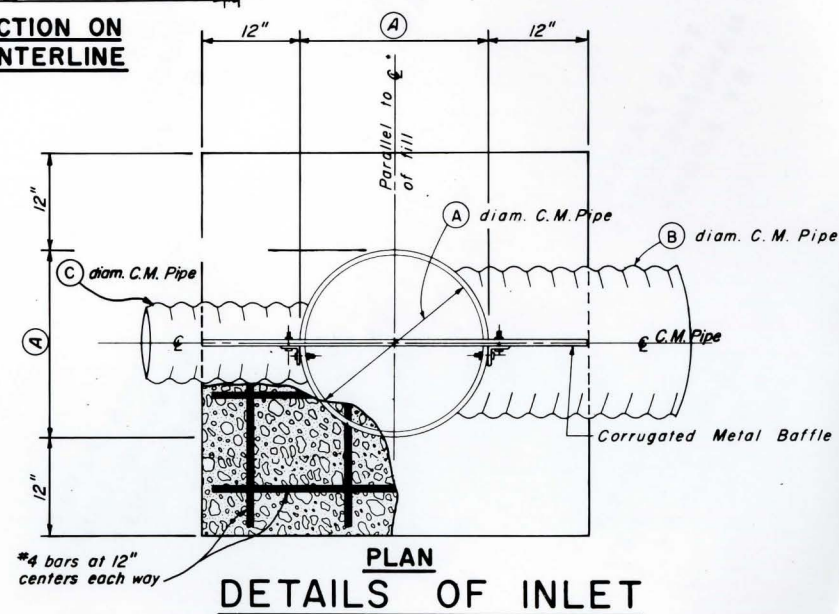
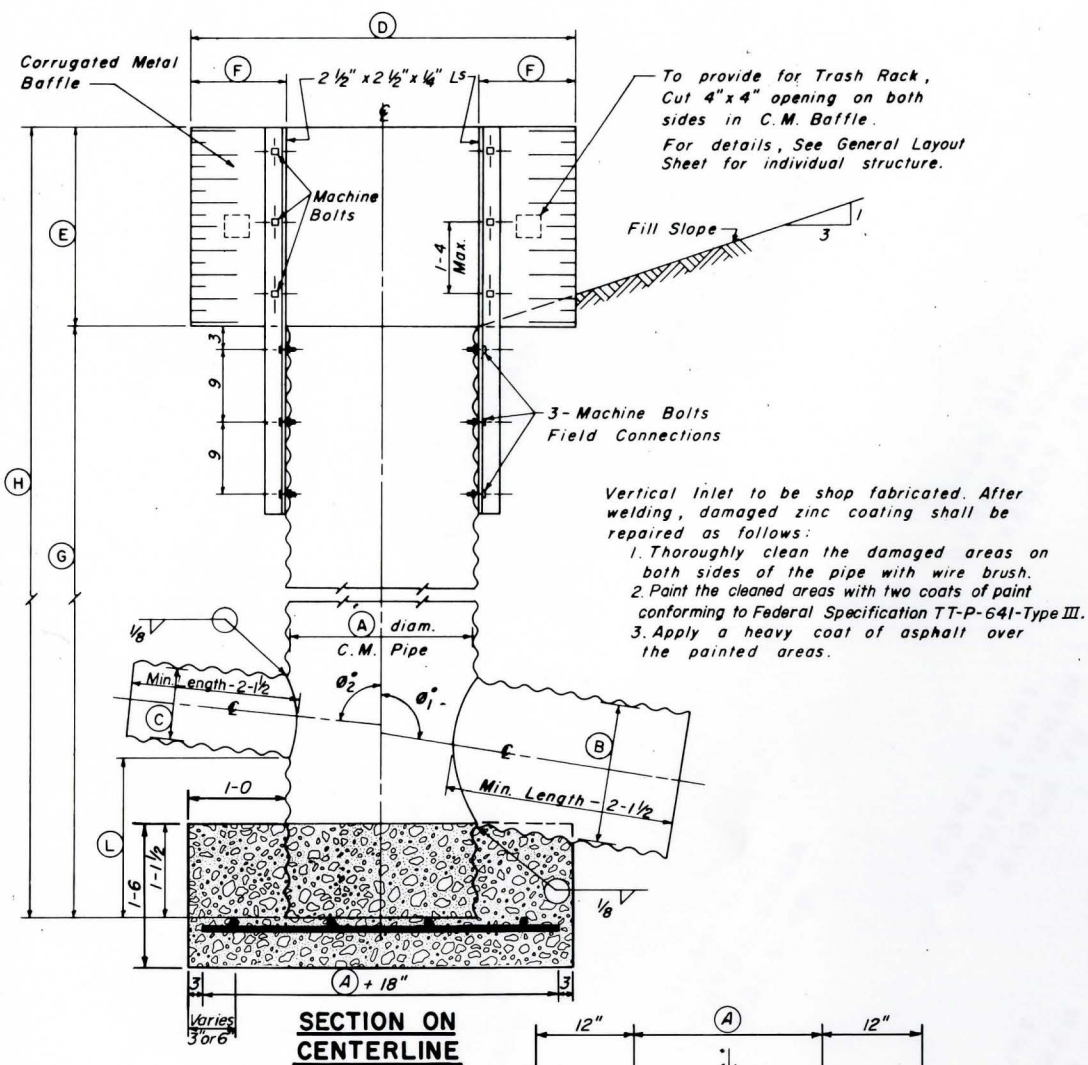
CL FILL STA. 50+00 SITE 2

C.M. PIPE DROP INLET-30" DIAM
GENERAL LAYOUT

East Lake Park Critical Area Treatment and Public
Water-Based Recreational Development - Measure
Plan No. 19T, Part A Southern Iowa RCED Project - Iowa

U. S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

Designed by <u>T. Draymen</u>	Date <u>12/76</u>	Approved by _____
Drawn by <u>T. Draymen</u>	Date <u>12/76</u>	Title _____
Traced by <u>D.F. Felt</u>	Date <u>12-76</u>	Sheet <u>15</u> Drawing No. _____
Checked by <u>L.L. Dargatz</u>	Date <u>12-76</u>	No. <u>20</u> of <u>20</u>



VERTICAL INLET BASE QUANTITIES				
Dimension (A)	Concrete Cu. Yds.	Steel Reinforcement #4 bar		
		Length Each bar	Number of bars	Total weight Pounds
18"	0.68	3-0	8	16.0
24"	0.89	3-6	8	18.7
30"	1.13	4-0	10	26.7
36"	1.39	4-6	10	30.1
42"	1.68	5-0	12	40.1
48"	2.00	5-6	12	44.1
54"	2.35	6-0	14	56.1
60"	2.72	6-6	14	60.8

TABLE - DIMENSIONS AND MATERIAL

Site Number	2				
Station	50+00				
DIMENSIONS					
(A)	42"				
(B)	30"				
(C)	Not Required				
(D)	9-0				
(E)	2-6				
(F)	2-8 3/8				
(G)	14-1/2				
(H)	16-7 1/2				
(J)	13-0				
(K)	4-6				
(L)					
Sheet Thickness for (A) diam.	.138				
Sheet Thickness for (B) diam.	.109				
Sheet Thickness for (C) diam.					
Sheet Thickness for Baffle	.109				
MATERIAL ITEMS		QUANTITY REQUIRED			
2 1/2" x 2 1/2" x 1/4" Ls x (K) Galv.	2				
(D) x (E) Corr. Metal Sheets Galv.	1				
1/2" x 1 1/4" Steel Cadmium Plated Mach. Bolts	12				
1/2" Steel Split Lockwashers	12				
1/2" Steel Cadmium Plated Nuts	12				
Ø degrees - angle	Ø1 92°				
Slope of (B) diam. pipe in 1/11	Ø2 .033				
Slope of (C) diam. pipe in 1/11					

NOTES:

All holes for bolts shall be 9/16" diam.

Pipes (A) shall be Corrugated Iron or Steel Pipe, Class I, Shape I, Series A.

Pipes (B) shall be Corrugated Iron or Steel Pipe, Class I, Shape I, Series A

Pipes (A) and (B) shall have Coating A.

SEP 27 1978

AS BUILT

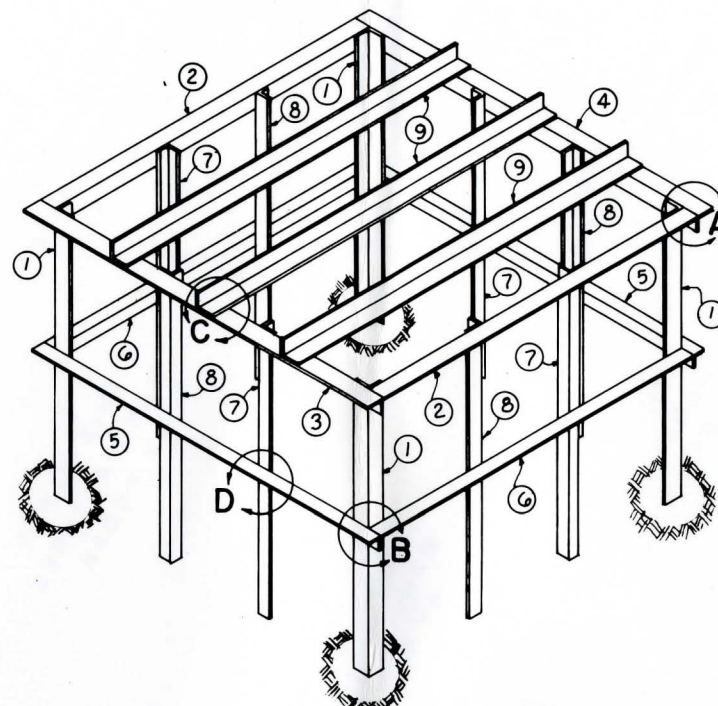
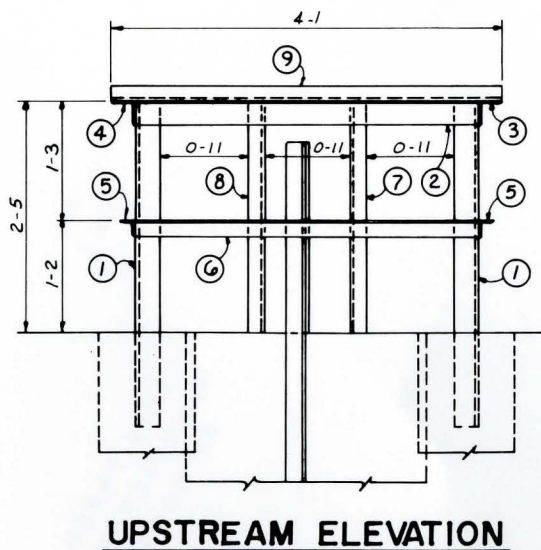
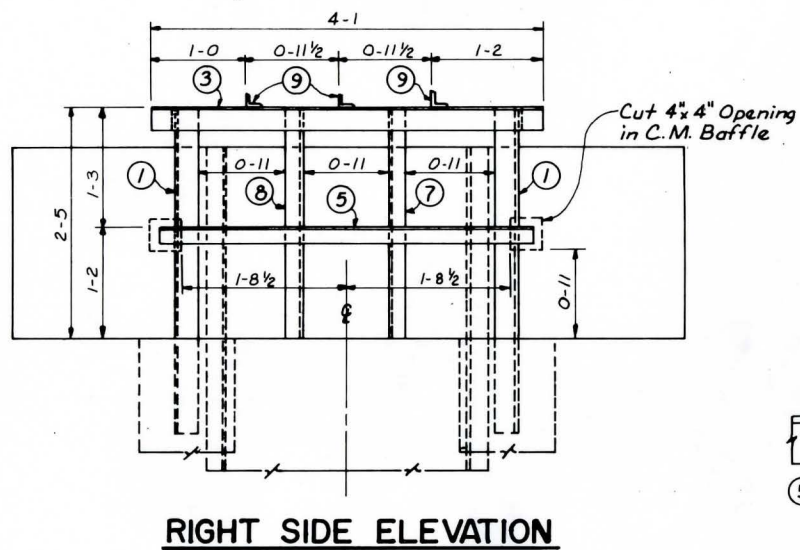
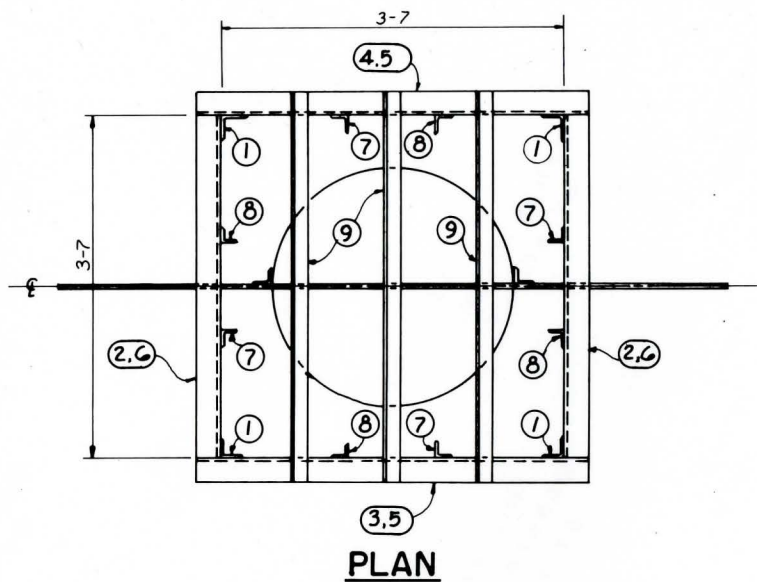
CL FILL STA. 50+00 SITE 2

DETAILS OF CORRUGATED METAL PIPE
VERTICAL INLET
WITH SHORT SPLITTER TYPE BAFFLE
East Lake Park Critical Area Treatment and Public
Water-Based Recreational Development-Measure
Plan No. 197, Part A Southern Iowa R&D Project Iowa

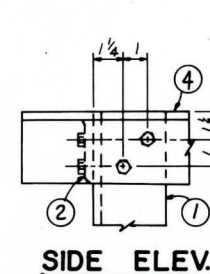
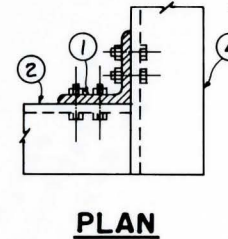
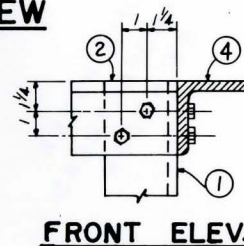
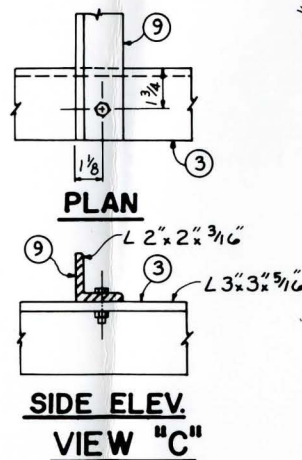
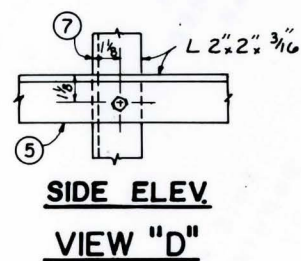
U. S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

Designed A. H. Leiting	Date 9-74	Approved by Title
Drawn		Title
Traced		Title
Checked D. F. Rohlf	Sheet No. 16 of 20	Drawing No. 5, E-36, 326

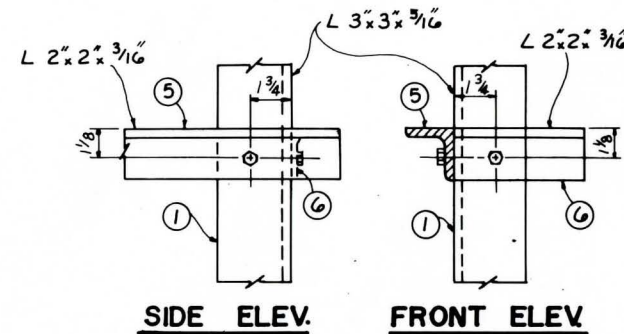
Not to Scale



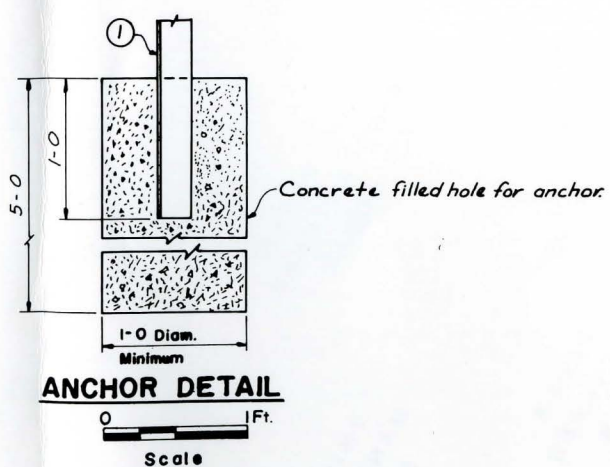
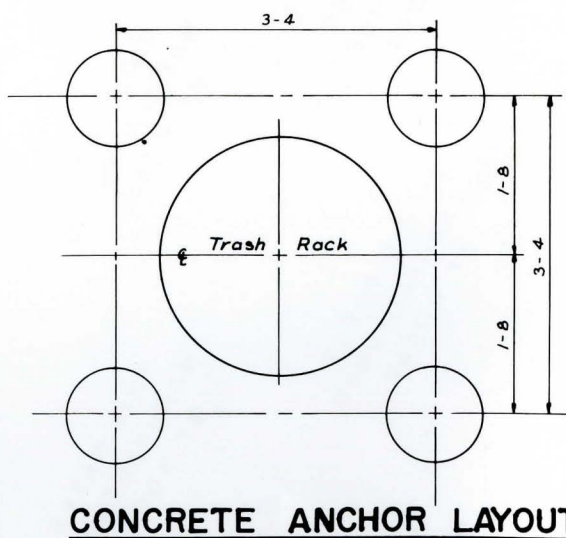
ISOMETRIC VIEW
Not to Scale



VIEW "A"



VIEW "B"



BILL OF MATERIALS

Mark	Quan.	Item	Length
1	4	L ^s 3"x3"x 5/16"	3-5
2	2	"	3-7
3	1	"	4-1
4	1	"	4-1
5	2	L ^s 2"x2"x 3/16"	3-11
6	2	"	3-7
7	4	"	2-5
8	4	"	2-5
9	3	"	4-1
46 1/2" Machine Bolts w/ Lock Washers & Hex. Nuts			0-1 1/2
Concrete, Class 4000X			0.6 Cu. Yd.

Construction Notes:

Structure is symmetrical about ℓ .

Trash rack to be fabricated of steel angles, bolted together with 1/2" ϕ machine bolts.

All cuts shall be saw cuts.

All holes for bolts shall be 1/16" larger than bolt diam.

All nuts, bolts, and washers shall be galvanized, cadmium plated or stainless steel.

One concrete anchor required for each Mark ① leg.

All material and labor required to place the anchor posts will be considered as incidental to the item Trash Rack.

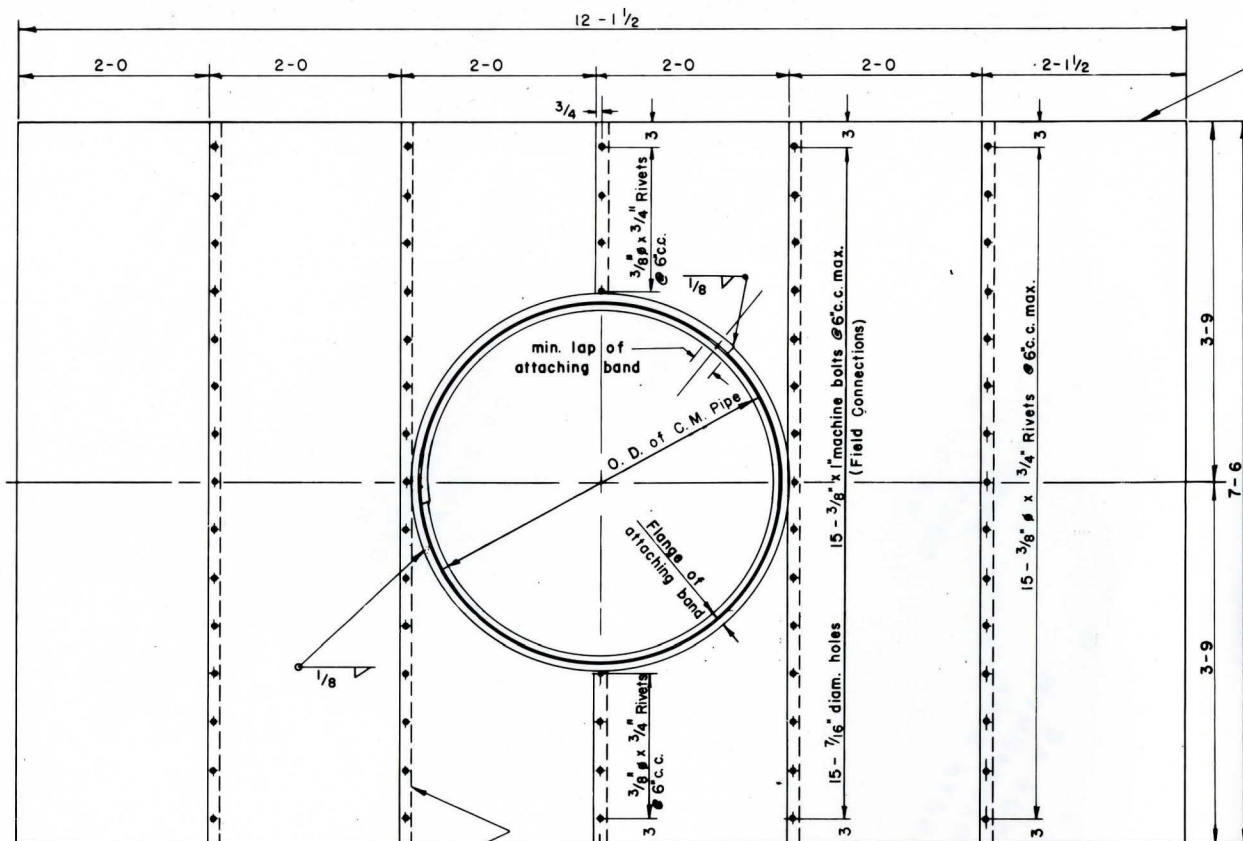
Trash Rack shall be painted as specified in Construction Specification 82.

SEP 27 1978
AS BUILT

© FILL STA. 50+00 SITE 2

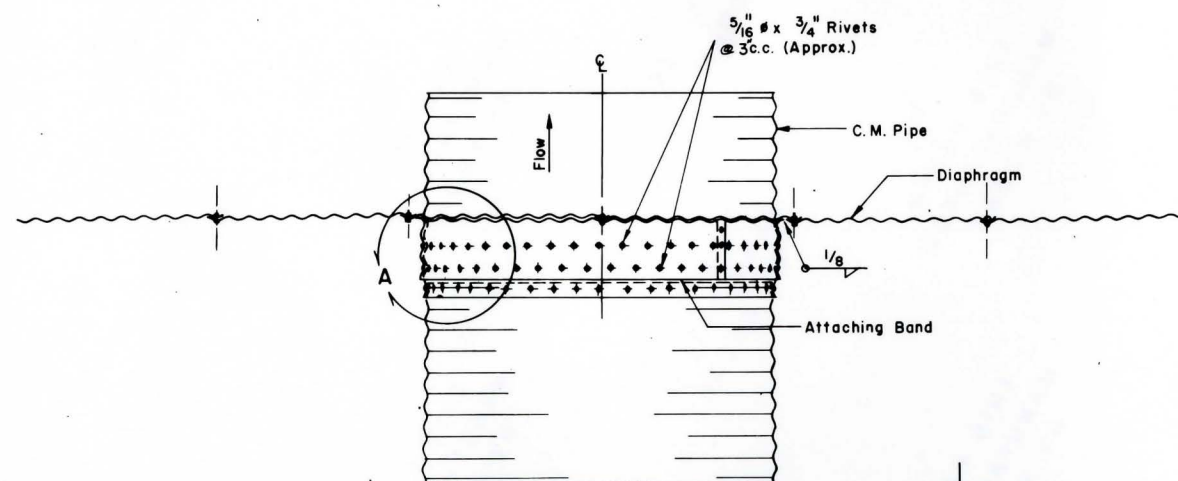
DETAILS OF TRASH RACK FOR 30" C.M. PIPE VERTICAL INLET
East Lake Park Critical Area Treatment and Public Water-Based Recreational Development Measure Plan No. 197, Part A Southern Iowa RC&D Project Iowa

U. S. DEPARTMENT OF AGRICULTURE SOIL CONSERVATION SERVICE	
Designed D.T. BONDURANT 4-66	Date 4-66
Drawn R.G. COPLEY 4-66	Title
Traced G.R. RIFE 5-71	Sheet 17
Checked D.F. Rohlf 12-76	Drawing No. 5, E-36, 326



Paint facing surfaces at vertical laps of diaphragm and middle section with fibrated asphalt cement before assembly.

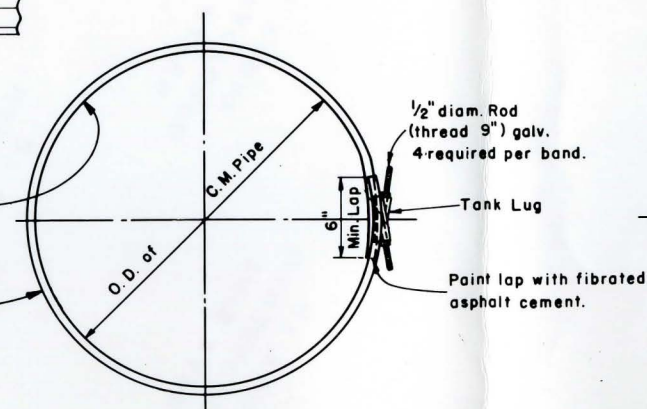
UPSTREAM ELEVATION



PLAN

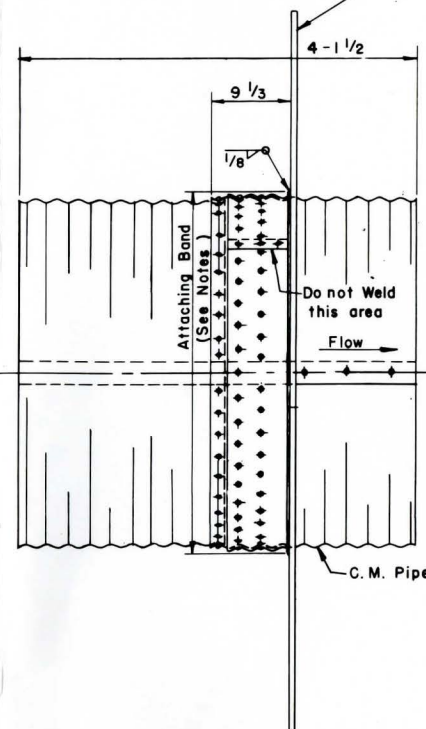
Apply heavy coating of fibrated asphalt cement between pipe and coupling band.

Corrugated Metal Coupling Band to be fabricated from two sheets with equal minimum lap lengths.

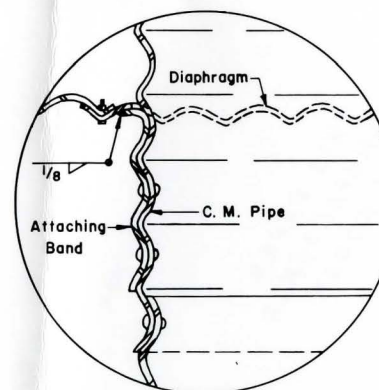


DETAILS OF WATERTIGHT COUPLING BAND

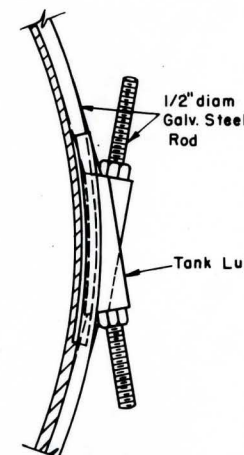
Four 2'-1 1/2" x 7'-6" C.M. sheets riveted (or bolted as indicated), watertight. Install with corrugations vertical.



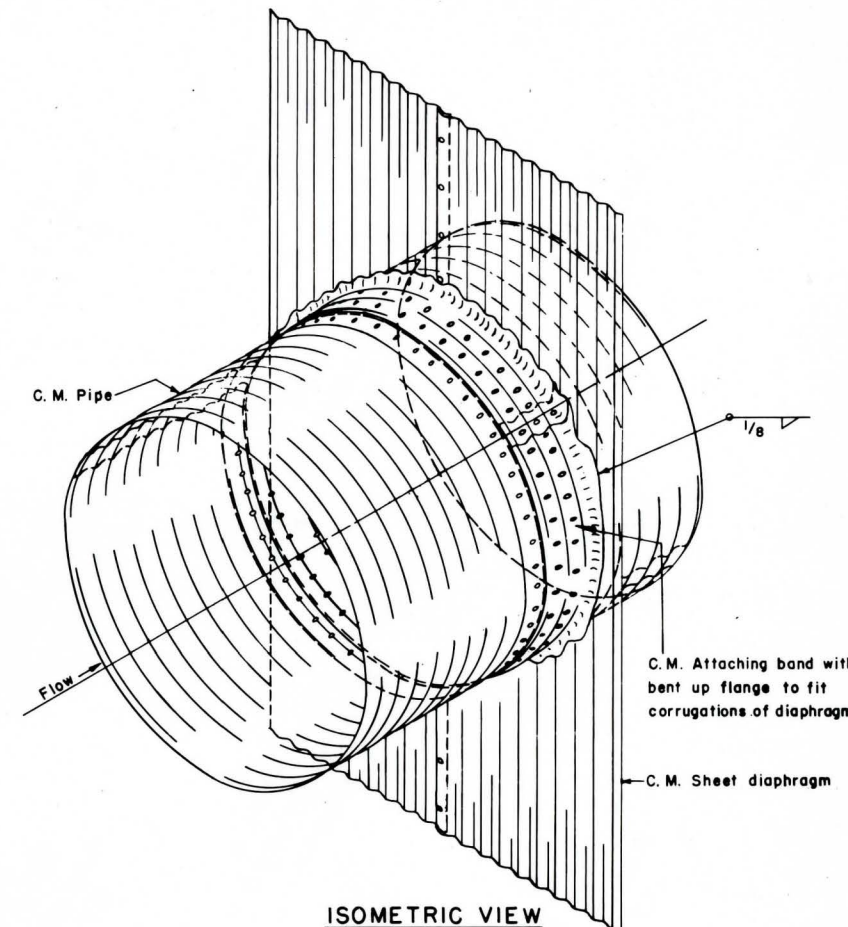
SIDE ELEVATION



VIEW A
DETAIL OF WELDED JOINT
Not to Scale



DETAIL OF TANK LUG
Not to Scale



ISOMETRIC VIEW
Not to Scale

NOTES:

1. See spillway general layout drawing for location and spacing of diaphragms and watertight coupling bands.
2. See Construction Specification 51 for metal thickness, metal treatment and coating.
3. One piece attaching band shall be fabricated from galvanized corrugated metal sheet approximately 8" wide. Edge shall be bent up and formed to fit diaphragm corrugations and lap onto diaphragm approximately 1/4".
4. Metal treatment and coating of diaphragm and watertight coupling bands and thickness of watertight couplings shall be the same as that specified for the spillway pipe. Attaching band and diaphragm shall have a sheet thickness of .079".
5. All nuts, bolts, rivets and washers shall be galvanized, cadmium plated, or stainless steel.
6. Rivets in longitudinal seams of C.M. Pipe under watertight coupling band shall be flat head or omitted and seams welded inside and outside with a continuous 1/8" fillet weld.
7. Middle section of C.M. Diaphragm (C.M. Sheet, attaching band and two C.M. Sheets) shall be shop fabricated.

SEP 27 1978

AS BUILT

CL FILL STA. 50+00 SITE 2

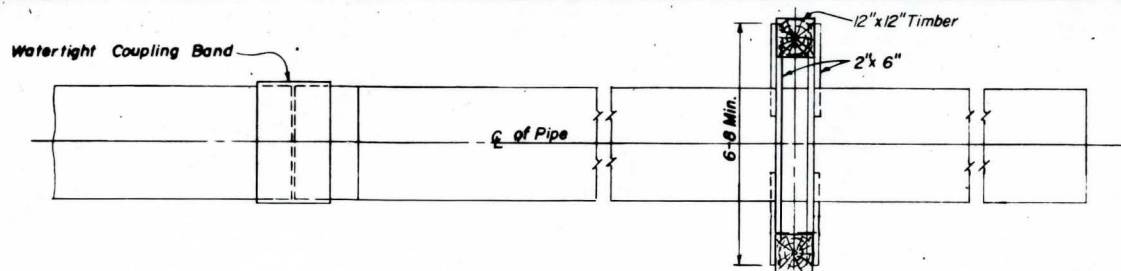
DIAPHRAGM AND WATERTIGHT COUPLING BAND
21" TO 42" C.M. PIPE

East Lake Park Critical Area Treatment and Public
Water-Based Recreational Development-Measure
Plan No. 197, Part A Southern Iowa RCD Project Iowa

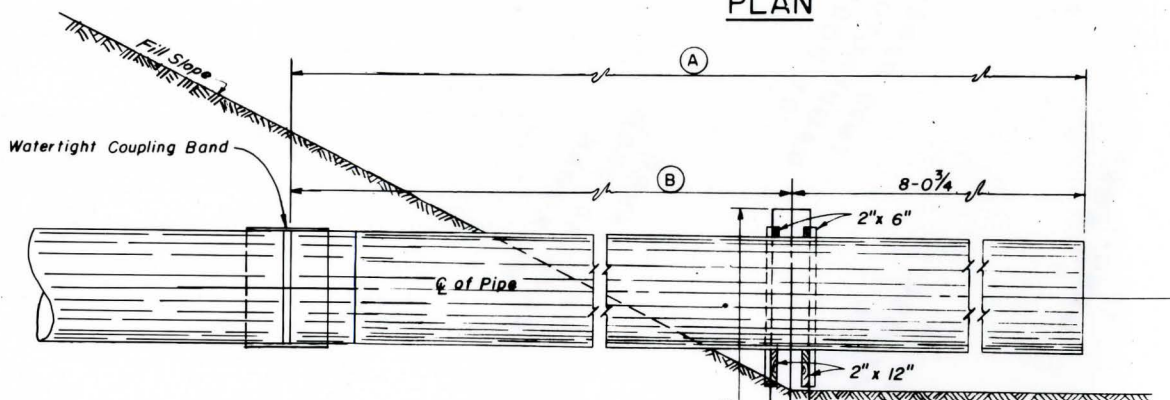
U.S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

Designed L.L. Dorgan	Date 11/76	Approved by Title
Drawn		
Traced		
Checked D.F. RbH	12-76	Sheet 18 Drawing No. 5, E-36, 326

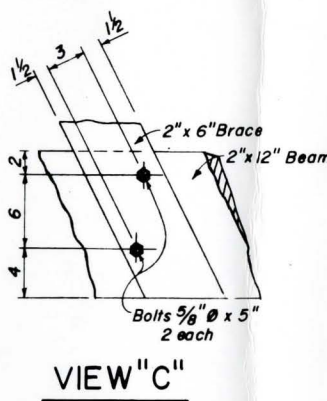
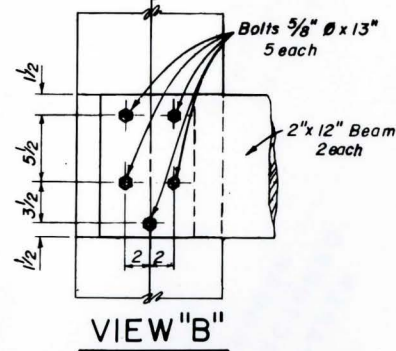
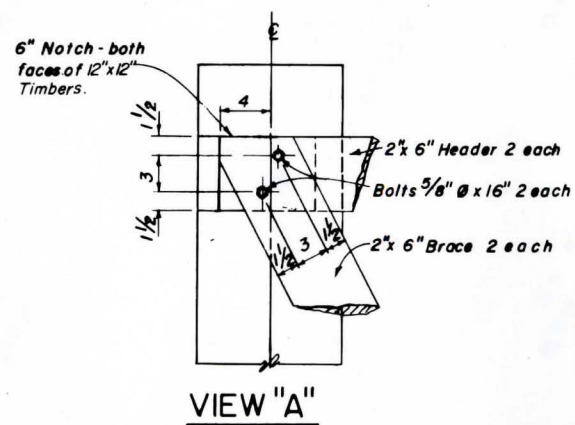
E. & W.P. UNIT - DESIGN SECTION	
ENGINEERING APPROVAL H. J. Buhner	CARTOGRAPHIC APPROVAL R. M. Krajcik
DESIGNED BY J. S. Hough	DRAWN BY R. M. Krajcik
CHECKED BY D. C. Rolston	STANDARD DWG. NO. 3-E-45957
DATE: REV. 6-28-62	SHEET 1 OF 1



PLAN



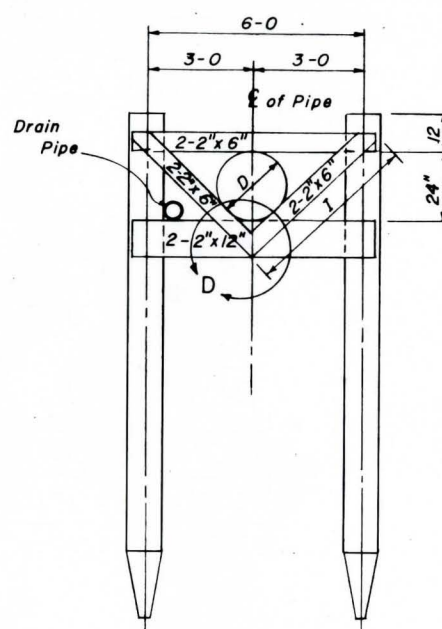
SECTION THROUGH
CL OF PIPE



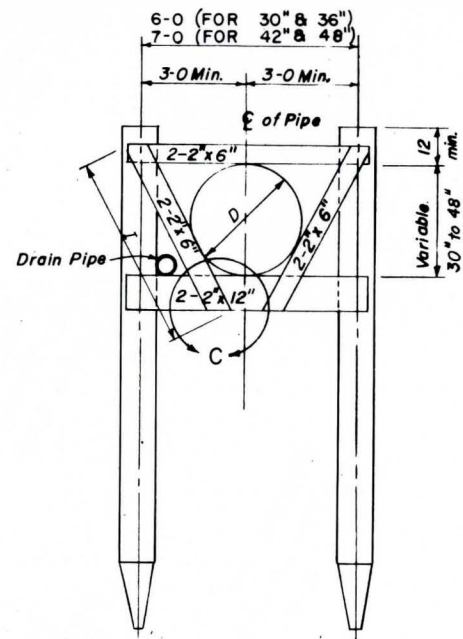
DETAILS OF BENT

SITE	STA.	PIPE DIAM.	DIMENSION (A)	DIMENSION (B)
2	50+00	30"	24-2	16-0 3/4

FOR 24" DIAM. PIPE



FOR 30", 36", 42" & 48" DIAM. PIPES



BENT ELEVATION

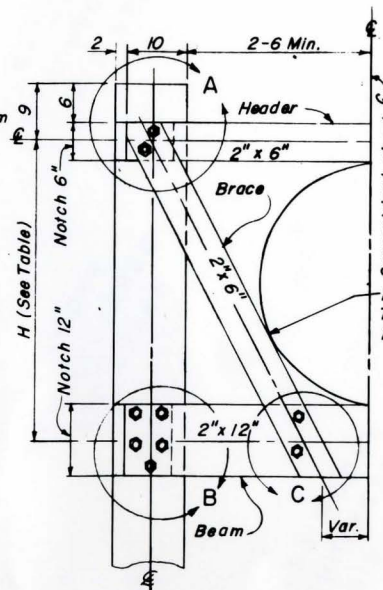
Notes:

Round Timbers may be substituted for 12"x12" Timber.

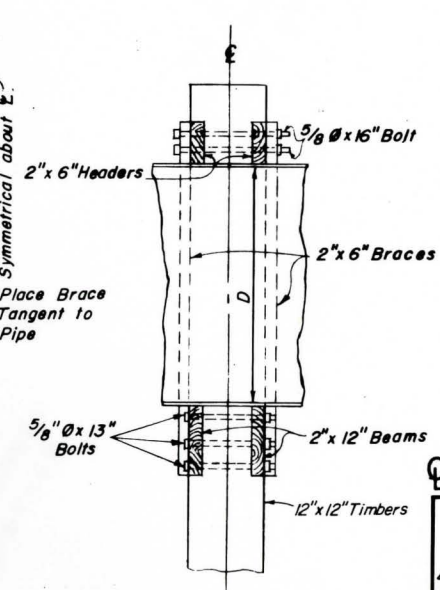
Round Timbers shall conform to the requirements of Federal Specification MM-P-371, Type II. The minimum circumference 3 feet from the butt shall be 35 inches. The preservative used for treating the round timbers shall conform to either Federal Specification TT-C-645 or TT-C-650.

The minimum allowable net retention of preservative shall be 12 pounds per cubic foot.

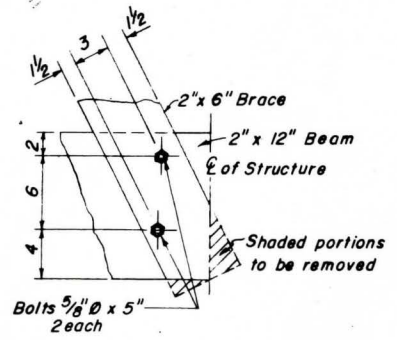
The workmanship handling and storage of round timber shall be the same as specified in Construction Specification 83 for timber and lumber.



HALF ELEV.



SEC. ON CL



VIEW "D"

SEP 27 1978

AS BUILT

CL FILL STA. 50+00 SITE 2
TIMBER SUPPORT-PROPPED OUTLET
24" to 48" C.M. PIPE

East Lake Park Critical Area Treatment and Public Water-Based Recreational Development-Measure Plan No. 197, Part A Southern Iowa RC&D Project Iowa

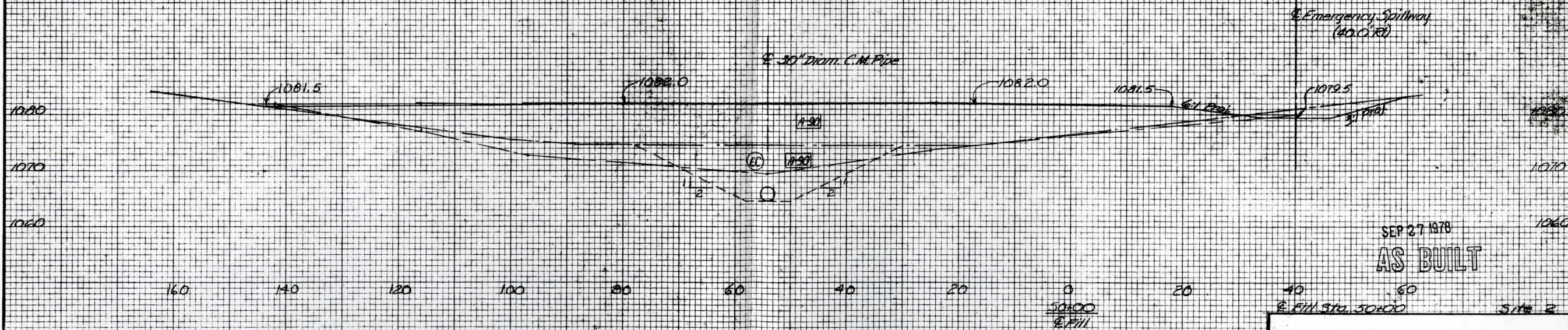
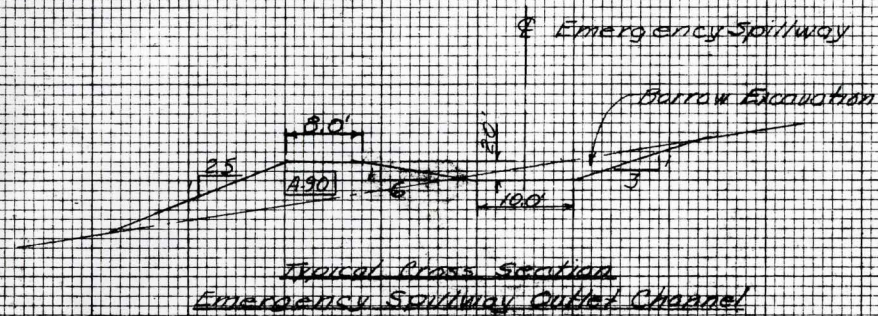
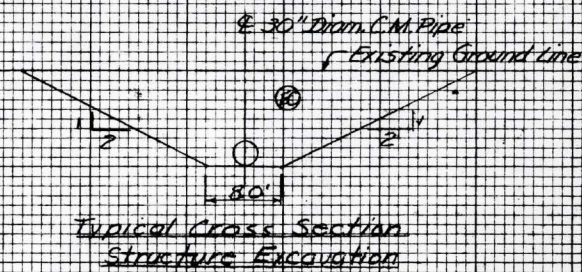
U. S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

Designed A. H. Leiting	Date 5-69	Approved by	
Drawn		Title	
Traced L. Neal	5-69	Sheet	Drawing No.
Checked D. F. Rohlf	12-76	No. 19 of 20	5, E-36, 326

Not to Scale

BILL OF MATERIALS FOR EACH TIMBER SUPPORT PROPPED OUTLET						
ITEM	GRADE	REQ'D	SIZE	24" to 36"	42" & 48"	
				LENGTH	TOT. LIN. FT.	LENGTH
Timber	1400 #f	2	12"x12"	14'-0"	28'-0"	14'-0"
Headers	1400 #f	2	2"x6"	6'-8"	13'-4"	7'-8"
Beams	"	2	2"x12"	6'-8"	13'-4"	7'-8"
Braces	1200 #f	4	2"x6"	See I Dimension in Table		
Bolts	Galv.	8	5/8" Ø	5"	5"	
"	"	10	"	13"	13"	
"	"	4	"	16"	16"	
Nuts	"	22	"			
Washers	"	44	"			

TIMBER SUPPORT DIMENSIONS (approx)						
D	24	30	36	42	48	
H	2-10	3-4	3-10	4-4	4-10	
I	4-7	4-10	5-6	6-1	6-3	



SEP 27 1978

AS BUILT

Site 2

Cross Sections

East Lake Park Critical Area Treatment and Public Water-Based Recreational Development-Measure Plan No. 197, Part A Southern Iowa RCAD Project Iowa

U. S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

Date 12/76
Designed I. Brayman 12/76
Drawn I. Brayman 12/76
Traced D.F. Rink 12-76
Checked L.L. Morgan 12-76

Approved by _____
Title _____
Drawing No. 5.E-36, 326
Sheet 20 of 20