

COPIES OF

POLICIES & DOCUMENTS

IDA COUNTY SOIL CONSERVATION DISTRICT

IDA COUNTY
AGRICULTURAL
RESOURCES
PROGRAM

1952

IDA COUNTY AGRICULTURAL RESOURCES PROGRAM

"The basic physical objective of Soil Conservation activities by department agencies is the use of each acre of agricultural land within its capabilities and the treatment of each acre of agricultural land in accordance with its needs for protection and improvement".

This program covers operations of the Production and Marketing Administration, The Farm Home Administration, the Ida County Extension Service, the Soil Conservation Service, the Ida County Soil Conservation District, and other State or local agencies which are in position to contribute to the Soil Conservation job in Ida County. Special emphasis is being placed on coordination of activities of these agencies in getting this Soil Conservation job done.

AUTHORITIES AND RESPONSIBILITIES OF DEPARTMENT AGENCIES

Production and Marketing Administration

The PMA Program is based upon and is subject to Sections 7 to 17 of the Soil Conservation and Domestic Allotment Act as annually amended by legislative action. Continued operations depend upon annual appropriations.

The PMA has been assigned responsibility in administering its Agricultural Conservation Program and its Commodity Loan Program. The Agricultural Conservation Program provides incentive payments for application of conservation measures as approved by both the Community and County PMA Committees. This program is intended to encourage adoption of practices not readily accepted by Ida County Farmers. The general approach to carrying out this program is to contact farmers in the month of January, or shortly thereafter, of each year, to secure statements (completed intention sheet forms) as to plans and intentions of PMA participants in applying practices on their respective farms that may be approved under the Agricultural Conservation Program. Payment approval for practices under Agricultural Conservation Program is determined by reviewing total intentions within the County and by approving practices in keeping with accomplishing most soil conservation with available funds.

Performance of applying permanent practices under Agricultural Conservation Program is checked as to technical quality and amount performed by representatives of the Soil Conservation Service.

The Commodity Loan Program provides a means for farmers to secure loans or purchase agreements 90% of parity (support price) on basic crops such as corn, wheat, oats, beans, etc.

Official headquarters of PMA in Ida County is at Ida Grove. County Committee includes Edwin W. Carlson, Chr., Ed P. Reimers and Henry Ruhser.

Farm Home Administration

The FHA operates under the Farmer's Home Administration Act of 1946 as amended by the Bankhead-Jones Farm Tenant Act of 1937. The FHA is concerned with the strengthening of the family farmer's position. These activities further the general aims and goals of higher living standards for small family type farmers, better rural communities, and a strengthened democracy.

The program is supervised by Kenneth Neeland with headquarters at Denison, Iowa. It is a flexible program for assisting farm operators, whether his need is land, livestock, knowledge, equipment or a combination of these.

Ida County Extension Service

The cooperative Extension Service is the out-growth of school educational service of the Department of Agriculture and land grant colleges. Its work is conducted with both youth and adults on an educational basis. Among other services, it conducts educational programs directed to helping rural people, and in some cases, urban residents, and keeps them effectively informed on scientific developments and results of practical experiments applicable to the operation and effective maintenance of the nation's farms and homes. The Extension Service has direct obligation of carrying on the educational phase of soil conservation of other agencies. Paul D. Peterson is County Extension Director with Head Quarters at Ida Grove,

The Cooperative Extension Service is a branch of Iowa State College and is a part of the Land-Grant College system of the United States established under the Smith-Lever Act of Congress in 1914. This act and related acts such as the Capper-Kitcham Act of 1928, the Bankhead-Jones Act of 1935, and the Bankhead-Flannagan Act of 1945 provide for cooperation between the United States Department of Agriculture and Iowa State College, in directing mutually agreed upon work and in administering federal and state funds for cooperative extension work.

The Cooperative Extension Service also cooperates with Ida County Farm Bureau as authorized by the Iowa Farm Aid Law. The organization directs and administers mutually agreed-upon programs and the expenditure of county and local funds for cooperative extension work in the county. It is a public service available to all people on equal terms and conditions. Iowa State College was authorized to undertake and maintain a system of agricultural extension work by the first Extension Act passed by the Iowa legislature in 1906. In 1913 the Iowa Legislature passed the law authorizing county boards of supervisors to appropriate money to do educational work.

To meet the requirements of the Farm Aid Law of 1913, each county is required to have a local organization which will be responsible for the local financing and for assisting in the planning and supervision of county extension work. The Ida County Farm Bureau has met these requirements and has been the sponsor of educational work in the field in Ida County since 1918.

The county extension educational program in Ida County is planned and developed by a nine-member extension program planning committee (six farm men and three farm women) with the assistance of several sub-committees and many rural leaders. The committee has two major functions; mapping the annual educational program as stated above and to study the effectiveness of the educational program and making suggestions for changes throughout the year as the occasion may demand.

The county committee meets early in the year to review the progress being made with the current years program and to start to consider plans for the coming year. Several methods are used to secure suggestions as to the problems of rural people, the solution the educational program can provide to answer these problems and what should be included in the program. These methods include personal contacts by the county committee and sub-committees, questionnaires sent to rural people, community and committee meetings, and discussions by the county and sub-committees. In addition, suggestions are welcome and asked for from church, school and civic organizations and other groups in the county.

Rural needs in terms of problems affecting the farm family are listed usually under four headings: Production and Marketing, Farm Family Living, Rural Youth and Community and Public Problems. Problems or needs may be similar from one year to another but they will vary in importance from year to year.

Evaluating problems is one of the most difficult responsibilities the committee has. Here the sub-committees play an important role. The number of committees and scope varies but usually consists of land use, livestock, youth, family living, community problems and activities and public relations. The responsibility of these committees include: receiving from the county committee problem assignments with suggestions, recommendations and requests, to review these assignments and work out plans to meet them, to report to the county committee and serve the county committee in an advisory capacity and to decide on details for the activities for which they are in charge and assist in carrying them out.

The county program development committee, on the basis of its own discussions, reports received from sub-committees and suggestions of rural people and other groups, prepares the program and plan of work for the year. It is then put into operation by employed personnel and leaders after it has been approved by the board of directors of the Ida County Farm Bureau.

One of the main jobs of extension is the development of leaders. The success of any community program is entirely dependent on local leaders. There are two reasons why this is true; leadership development is really an educational process and it is a means whereby a program can be carried to an unlimited number of people.

The educational program is conducted with both youth and adults with the program directed to helping rural people help themselves. Assistance is also provided to the people living in the towns of Ida County and to the many groups and organizations within the county. Extension also has the job of keeping rural people effectively informed on scientific developments and results of practical experiments applicable to the operation and effective maintenance of the nations farms and homes and has the direct obligation of carrying on the educational phase of soil conservation and of other agricultural agencies.

The goal of the extension service in Ida County is to continue to improve the standard of living of rural people, to dignify agriculture as a business, to develop leadership, to develop habits related to a rich, more abundant living, and to develop and intelligent understanding and appreciation of nature and the conservation of human and natural resources.

Paul D. Peterson is County Extension Director with headquarters in Ida Grove.

Ida County Farm Bureau

The Ida County Farm Bureau is the sponsoring organization of the educational program and has consistently placed emphasis on the conservation of our natural resources and good land use in the educational program. The organization has supported and cooperated with all groups and agencies in sponsoring events concerning good land use. The member of the organization have sincerely believed in the educational program by providing a share of their dues in support of the program and the many leaders available to carry out the educational program.

Agency Assignments Extension Service

Extension will continue to emphasize through the educational program the six principles of soil management, liming of acid soils, crop rotations including legumes, conservation of manure and crop residues, erosion control and water conservation, use of fertilizers and proper drainage and tillage.

The annual four-day Land use Leaders Training School will be continued with the objective of the school to provide 12 rural leaders in each township each year with complete and the latest information and developments on good land use, soil management and crop production and utilization.

Through county and community meetings, publicity, demonstrations, circular letters and tours the educational program will stress seed testing, use of recommended varieties of crops, adoption of soil conserving practices, production and use of high quality forages, crop insect and disease control, profitable utilization of fertilizers and weed control.

Facilities available through Extension for 1952 include an office with available equipment to provide material and information for any events scheduled on land use. Personnel will include the county extension director and an office assistant, county program development committee, county land use committee, 90 township leaders who attended the land use school in 1950, and other rural leaders to promote, cooperate with and support good land use and any events sponsored.

IDA COUNTY SOIL CONSERVATION DISTRICT

The Ida County Soil Conservation District was organized in February of 1945 under the Soil Conservation District's Law of Iowa. The governing body of the District consists of;

Ross Baumann, Chairman
Henry Dall
H. L. Elk
Paul Peterson, Secretary
Ray Bresnahan, Treasurer

The District's official headquarters is the SCS Office, Ida Grove. District Commissioners are elected by vote of Ida County land owners and serve six year terms.

The District's objectives are; (1) Promoting the use of all the known good practical means of saving soil and water, including drainage, that are adapted to Ida County; and (2) Securing assistance, technical and other, to aid land owners of Ida County in;

- A. Becoming acquainted with existing Soil Conservation problems and the recommended remedial treatments for same.
- B. Developing farm conservation programs for each farm unit of Ida County.
- C. Applying farm conservation programs.

The District has enlisted the aid of many agencies of the U.S. Department of Agriculture, as well as the aid of many local agencies and organizations, to carry out the District program. "Memoranda of Understanding" have been executed between the District and both the Extension Service of Iowa State College and the Soil Conservation Service.

The State Soil Conservation Committee of Iowa has assisted the District considerably in drafting policies and procedures, etc. for the District's program and work plans. This committee also is administratively responsible for funds which the State of Iowa appropriates for use in Soil Conservation Districts.

The District Program has been strongly supported by the Sioux City Permanent Agriculture Program, Ida County Farm Bureau, several machinery dealers and other organizations and individuals.

The District's approach facilitates the execution of the Little Sioux Flood Control Program. The District has established policies giving first priority on use of District Facilities to minor watershed or neighbor groups of farm land owners who request aid for planning and applying sound and practical farm conservation programs.

The District also has policies established by which it may cooperate with County Boards of Supervisors, municipalities and private companies or organizations, to plan and apply or install erosion control and water conservation measures. In all instances cooperative agreements are executed between the District and the respective cooperator to establish responsibilities of each party in planning, installing and maintaining measures that are installed under the agreement.

Farm Credit Administration

The Farm Credit Administration governs the activities of national farm loan associations. These associations are composed of farmers who select their own boards of directors and loan committees, and who provide credit service to farmers of family size farms.

These lending institutions offer sound credit service to farmers in Ida County at minimum cost consistent with the establishment of adequate services. Since specific provisions in the farm loan act limit the credit service which may be extended to large farms, most Ida County farms are benefited by this act.

Rural Electrification Administration

The REA makes loans to organized groups for financing the provision of rural electric and telephone service, and provides technical assistance and guidance to borrowers. Loans are made to facilitate the furnishing of electric energy to persons in rural areas who are not receiving central station service.

Soil Conservation Service

The Soil Conservation Service has authority and responsibility for assisting with conservation of soil and water resources of Ida County under two acts of Congress and one directive from the Secretary of Agriculture.

Public Law 46 authorizes and assigns and Soil Conservation Service to give technical aid to farm and ranch owners by:

- (a) Investigating soil and water management problems on individual farms and ranches.
- (b) Developing farm and ranch conservation programs.
- (c) Providing technical assistance for applying farm conservation programs.

This law further provides that such activities be carried on via "Memoranda of Understanding" with organized Soil Conservation Districts. The facilities, personnel, equipment and so forth of the Soil Conservation Service are assigned to the District each year to assist farmers through the Soil Conservation District. In accordance with this "Memoranda of Understanding" the Soil Conservation District assumes responsibilities for setting up the Soil Conservation Program for the District and for developing a work plan. The District is also responsible for executing cooperative agreements with individual land owners and other cooperators; these agreements clarify the conditions under which the Soil Conservation Service facilities and funds may be used in aiding with soil conservation work.

The Flood Control Act of 1944, and subsequent legislative acts, authorizes the U.S. Department of Agriculture to prosecute works of improvement for run-off and water flow retardation and soil erosion prevention in the aid of flood control on the Little Sioux River Watershed (three-fourths of Ida County lies within this watershed.) A supplement to the "Memorandum of Understanding" referred to above provides for this so-called Little Sioux Flood Control Program to be executed within Ida County under the general guidance of the District. A Little Sioux Works Committee composed of one member from each of the twelve Soil Conservation Districts principally involved has been established and given responsibilities for over-all watershed guidance of the Flood Control Program. Technical personnel, funds and other facilities have been made available by the Soil Conservation Service for executing this flood control program since January 1946.

The District and the Soil Conservation Service have agreed that "minor watershed" approach shall be used in executing this flood control program; both parties have also agreed that it is imperative that the farm land treatment phase of the program be installed as completely as possible before the gully control phase is carried out.

Under this approach, individual farm conservation programs are developed for the farm land treatment phase and minor watershed plans are developed and applied as one unit for the gully control phase.

Memorandum No. 1278 issued from the Office of the Secretary of the United States Department of Agriculture and under date of February 15, 1951 assigns responsibilities to the Soil Conservation Service for aiding with the Agricultural Conservation Program of the Production Marketing Administration. In this directive, the Soil Conservation Service has been made technically responsible for the so called permanent practices part of the Agricultural Conservation Program. This involves:

- (a) Determining the need for conservation practices
- (b) Determining whether or not such practices are applicable to the area under consideration.
- (c) Providing plan and technical on-site assistance if needed for applying such practices
- (d) Checking performance of the application of such practices and certifying as to performance that is carried out.

The basic purpose of the Soil Conservation Service is to help farmers and ranchers bring about physical adjustments in land use and treatment that will conserve soil and water resources, and thereby establish a permanent and balanced agriculture, reduce the hazards of floods and sediment, and better the human welfare. The service's work has been based on a principle of helping farmers and ranchers with each acre of agricultural land in accordance with its needs for protection and improvement.

The Service has authority to cooperate with other Federal, State and local agencies in accomplishing soil conservation work. The general policy is to carry out this type of action through Soil Conservation Districts.

The official headquarters of the SCS in Ida County is in the Post Office Building in Ida Grove. Kenneth H. Burnett, work unit conservationist, Ida Grove, has been designated representative of the County Defense Mobilization Committee. George E. Lamp, District Conservationist, Sioux City is SCS representative on the County Agricultural Resources Committee.

GENERAL DESCRIPTION

Area

Ida County lies 50 miles east of the Missouri River in west central Iowa. It is divided into 12 townships, comprising 275,200 acres or 430 square miles.

Land in farms is 99.3 percent of the area of the County. Productivity varies from average to 140 percent of average for the state of Iowa.

The soils of the County are mostly windblown varying in depth from approximately 12 inches in the northeast to more than 100 inches in the southwest. Water erosion is a serious problem on a major portion of the upland. Hill slopes vary from gently rolling to steep hills. About 90 percent of the county is upland and 10 percent is bottomland.

The widely branching system of intermittent streams provides adequate drainage for most of the County. Outlets are provided by the Maple, Little Sioux, Soldier and Boyer rivers. Flooding is a problem along major streams.

Average climate conditions are illustrated by the following table ther is no long time weather record kept in the County.

STATION	Washta	Cushing	Odebolt
length of Record used	35	16	16
Last Year Used	1940	1949	1950
Average Temperature Jan.	18.7°F	18.7°F	19.4°F
Average Temperature July	72.9°F	74.2°F	74.9°F
Maximum Temperature	107°F	--	109°F
Minimum Temperature	47°F	--	37°F
Average Date Last Killing Frost	May 15	--	May 4
Average Date First Killing Frost	Oct. 4	--	Oct. 2
Average Growing Season	142 Day	--	151 Day
Average Precipitation			
Jan	0.65	0.70	0.49
Feb	0.80	0.90	0.84
Mar	1.14	1.25	1.14
Apr	2.69	2.27	2.39
May	4.13	3.60	4.44
June	4.61	4.40	4.30
July	3.75	3.60	4.13
Aug	3.29	3.40	3.53
Sept	3.75	3.70	4.33
Oct	1.80	1.80	2.20
Nov	1.36	1.35	1.34
Dec	0.81	0.85	0.91
Annual	28.78	27.82	30.04

The following table indicates $\frac{1}{2}$ population trends in Ida County.

	1940	1945	1950
Total Population	11047	-----	10697
Rural Population Only	-----	5311	5282

There were 1362 farms in the county in 1950. The average size was 200 acres, but the largest number of farms was in the 140 to 179 acre class. 38.5 percent of all farms were owner operated. The trend has been toward larger farms. There has also been a change to less owner-operatorship, accounted for by owners retiring and moving to town.

In 1950 there was 273,003 acres in farms. The following table indicates how his land was used.

Land In Farms	273,759
Cropland	201,614

Row Crop		97,755
Corn	88,790	
Popcorn	1,508	
Soy Beans	7,432	
Other	25	

Small Grain		68,668
Oats	67,560	
Barley	698	
Flax	316	
Other	94	

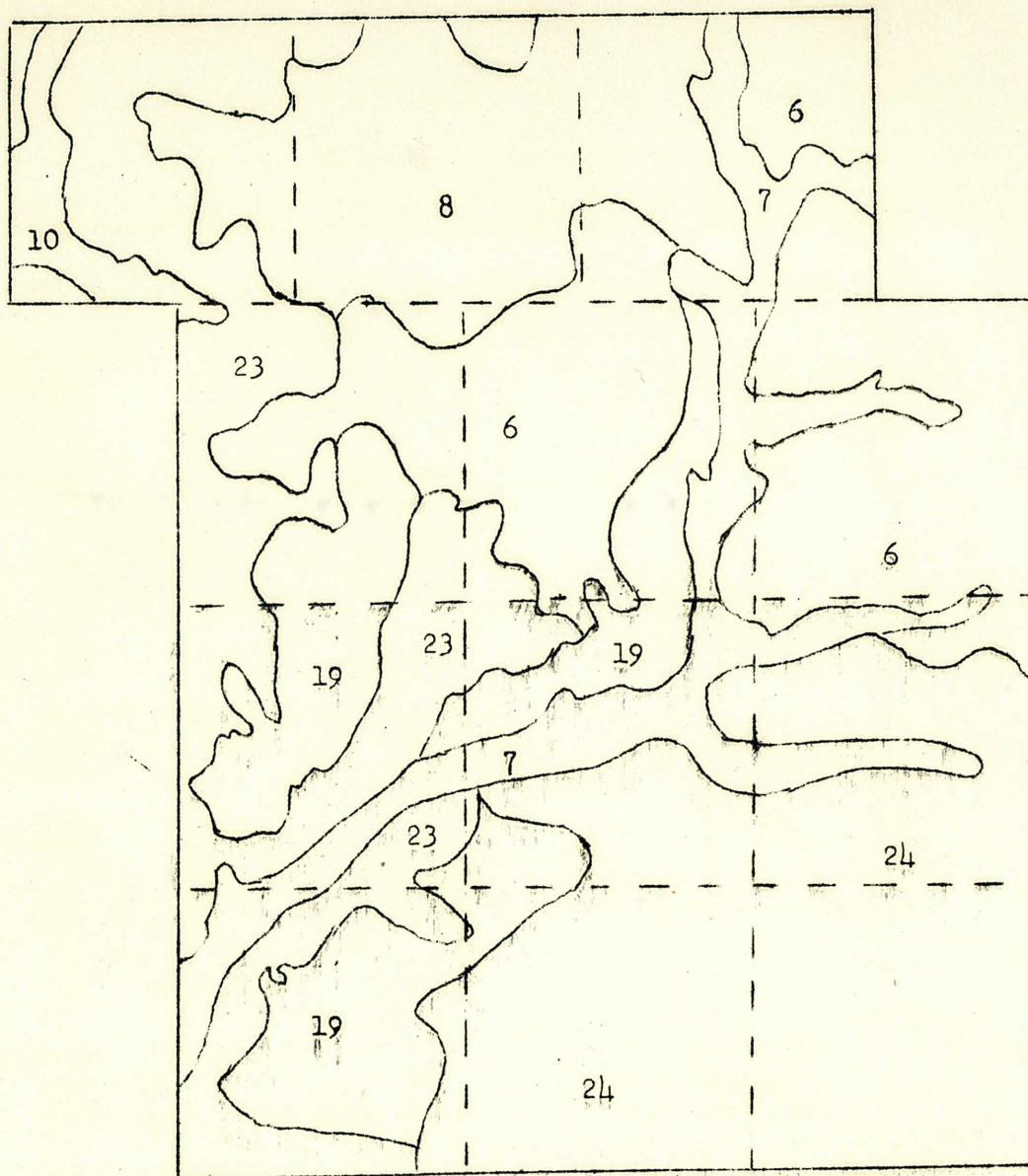
Meadow Crops		34,699
Clover, Tim., Hay	25,331	
Alfalfa, Hay	8,160	
Other Hay	430	
Timothy Seed	31	
Red Clover seed	747	

Cropland no Harvested		492
Pastures		56,115
Roads-Lots-Woods-Waste-Idle		16,031

Farmers planted 49% of their land in Row Crop, 34% in Small Grain and 17% in Meadow Crops in 1950.

The Trend has been toward more clover and timothy hay and oats and a corresponding reduction in Row Crop.

IDA COUNTY
UNIT RESOURCE AREA MAP



Area	Acres	%
6	57,600	21
7	24,000	9
8	34,800	13
10	5,000	2
19	36,800	13
23	46,700	17
24	70,300	25
	<u>275,200</u>	<u>100</u>

Farm machinery on Ida County farms in 1952 included 2082 tractors, 440 combines, 875 mechanical corn pickers, 110 pick-up balers and 320 trucks.

Most crops produced in Ida County are fed to livestock. In 1950 farmers in the County marketed 35,279 cattle and 173,773 hogs. In addition there was some sheep and poultry sold. From the above it is apparent that corn is an important feed crop.

There are a few dairy farms in the county.

AGRICULTURAL RESOURCES CONSERVATION PROBLEMS AND RECOMMENDED TREATMENTS

Economic Problems

In general the farmers have sufficient resources to carry out a soil conservation program. In the steep rooling areas and on farms where the tenant is just getting started, inadequate credit or lack of ready funds has proved to be a barrier in getting good sound soil conservation into operation. The Farm Home Administration is limited in making loans to alleviate this problem.

Soil Area 7 comprises 24,000 acres of the nearly level bottom-land adjacent to the principal streams of Ida County. The most serious problem of this area is silt deposition. Protection from overflow is the most pressing treatment needed. Weed control is a vital problem.

Soil Areas 6(57,600 acres) and 8(34,800 acres) are gently rolling upland soils. These areas have a rather shallow loess deposit. Erosion is not as severe as in the steeper areas. Erosion control may be accomplished by rather simple conservation practices. Rotations using a balance of rowcrops and grass and legumes as well as fertilizer are necessary for continual high yields. If these are necessary for continual high yields. If these areas are to be farmed at maximum intensity, terraces should be used.

Areas 10(500 acres) and 19(36,800 acres) are rather steep upland soils along major streams. Large portions of these areas are in permanent grass and woodland. Clearing of brush and undergrowth and use of pasture terraces where applicable would greatly improve these pastures. The cropland of this area is severely gullied and eroded. Gully control needs group action. Rotations high in sod crops (50% or more) and fertilizer application are needed for this land. Rather extensive conservation measures are needed to maintain and increase production.

Soil Areas 23 (46,700 acres) and 24 (70,300 acres). These areas are the Marchall-Monona soil groups. This area has very long moderately steep slopes. Sheet erosion is very severe and some severe gully erosion has occurred.

Fertilizer needs vary greatly from high lime areas to slightly acid conditions. A balance of row crop and legumes is badly needed in this area. Terraces, contouring and strip cropping will work well. Adequate soil tests and fertilizer application are needed. Livestock production is needed in this area.

Soil Area 7 (24,000 acres) is bottomland, poor drained in places and subject to overflow, crop rotations to maintain fertility, drainage and flood control are the principle problems.

GENERAL PROBLEMS

Pasture Management Problems

The principal problem of pasture management are over grazing and continual sue of permanent pasture. Permanent pastures can be renovated with fertilizer and legume seeding. Most pasture should be worked into the crop rotation.

Woodland Resources

Very little commercial timber is availble in this area. Wooded areas generally should be cleared or thinned for pasture. The more valuable timber land should be fenced and managed for timber production.

Noxious Weeds

All primary and secondary noxious weeds except Russian Knap weed are present in the County. European Bind weed and Canada thistle are the most predominant. Losses from these weeds have been minor in most cases. 2,4D has made the control of most annual weeds relatively simplt. Education in weed control is a new thing and needs to be expanded. Interest in weed control has not reached the action stage to fullest extent, but is increasing each year. Most farms have weed spray equipment available. A long time weed control program needs to be developed for this county.

Flood Control

One of the most serious problems in this county is the control of the deep trench type gullies that occur expecially in soil areas 19 and 23. The gullies make it almost impossible for individual farmers to stabilize their waterways. These gullies also contribute a large portion of the silt that is deposited on the bottomland causing a flood problem. The control of these major gullies becomes a watershed or community problem as they are beyond the ability of the average farmer to control.

Wildlife

Much of the wildlife cover has been destroyed. Where possible cover plantings and protection should be planted.

GENERAL CONSERVATION PRACTICES AND MEASURES

1. Cropping systems

Cropping systems are recommended to build up or maintain the fertility of the soil in accordance with the slope, erosion and type of soil. The rotation depends partly on cropping, history and conservation practices applied, as well as the needs of the land. The best conservation rotation for the rolling land in Ida County is corn, oats with two years of brome alfalfa, meadow or pasture. This rotation with proper soil amendments will keep the land in a high state of production and give excellent erosion control. On the better land, rotations of corn, corn, oats and two years of brome alfalfa, or corn, oats and one year meadow give very good results. With high application rates of manure the rotation can include more grain crops.

2. Contour farming

Contour farming will reduce erosion losses approximately 50% on the better farm land in the county. Contouring is recommended on all farm land with slopes of 2% or greater. Contour farming supplements crop rotations and other fertility maintenance measures. It is necessary to grass down all natural swales or ditches to make contour farming successful. Usually contour farming must be supported by terraces or strip cropping on the rolling land.

3. Terraces

The soil in all areas, except small glacial out cropping, is suitable for level terraces. Terraces are recommended on slopes up to 14% for cropland where good soil building rotations are followed and other practices such as contour farming, grassed waterways, soil management and soil amendments are used. Pasture terraces can be used on land to be in permanent pasture where cropping is not feasible.

4. Grassed waterways.

Field drains that carry runoff from cropland and pasture should be smoothed out and seeded to grass. The best time to accomplish this job is when the field is seeded to meadow.

5. Crop residue management

All crop residue should be left on the surface on the soil or worked into the upper part of the soil. Burning should be eliminated as a practice detrimental to a conservation program for both soil and wildlife.

Fall plowing on rolling loess soil after August 15, is not conducive to a good soil conservation program as it leaves the soil unprotected throughout the winter and spring. Wind erosion may become a problem on fall plowed ground.

6. Strip cropping

The tillable areas to steep for terraces can be best protected with a system of strip cropping using a rotation including 50% meadow.

7. Headlands

The seeding of headlands or turn row strips to grass eliminate the erosion that occurs on end rows. Also increases the convenience of harvest.

8. Drainage

Little drainage is needed except in bottomland areas and wet waterways. Adequate tile outlets are often hard to secure.

Progress Made to Date

Active Farm Conservation Plans as of Sept. 30, 1951

Ida County

202 Plans

35,016 Acres

To-Date Accomplishments for Ida County on Farm Conservation Plans as of Sept. 30.

Practice	Unit	
Contour Farming	Ac.	20,623
Strip Cropping	Ac.	309
Pasture Improvement	Ac.	526
Wildlife Area Improvement	Ac.	35
Terraces	Mi.	37.3
Field Diversions	Mi.	0.6
Farm Drainage	Ac.	2
Closed Drains	Ft.	832
Outlets & Watercourses	Mi.	58.6
Reorganization of Fields	Rd.	21,856
Contour Fence	Rd.	200
Contour furrows	Ac.	18

CONSERVATION GOALS, WORK PLANS AND METHODS

Agency Assignments, Activities and Methods

Production and Marketing Administration

The job of the PMA in carrying out the goals include several phases of operations, all of which are designed to encourage farmers to make better use of their land and conserve the natural resources they control. The principals activities of the PMA are as follows:

- (1) ACP practice payments on conservation practices and materials.
- (2) County and township committeemen contact all farmers early in each program year and assist them in preparing their intention sheet for the farm they own or operate. By having these intention sheets completed early in the year it enables the SCS personnel to begin inspecting sites before the layout season.
- (3) Township committeemen and program men are available to take soil samples for testing, and to layout contour lines for farmers. Committeemen also check contouring and grassed waterways for the ACP program.
- (4) Commodity Loans are made on all farm grains and seeds.
- (5) Storage Facilities Loans are available for the erection of structures for storing of farm commodities.
- (6) Federal Crop Insurance program is administered by the PMA and provides protection against crop loss.

Soil Conservation Service

The job assigned to the SCS in achieving the goals as set forth below will include two major phases of operation. One phase is that of planning, and the other is in getting the conservation practices actually on the land. More specific assignments are as follows:

- (1) Provide soil surveys and developing complete conservation plans for farms in Ida County. The developing of such plans will be according to priorities established by the district commissioners, and may be limited by the amount of SCS personnel available.
- (2) Provide technical assistance for selection of sites, supervision while building, and checking of all permanent type practices when completed, and at the request of any farmer in the county.
- (3) The SCS is given the responsibility of checking all permanent type practices and certifying that they meet ACP requirements before the PMA makes payment on the practice.

This responsibility has increased the work of the SCS personnel considerably, and it is expected to increase more in the future. To help relieve this situation, the job of checking contouring and grassed waterways is delegated to qualified township PMA committeemen under the supervision of the Farm Planner.

Extension Service

The work of the extension service will be educational in its coverage. It will assume the job of training township PMA program men in the skills of taking soil samples and running contour lines. This will be done through training schools, personal contact and the use of extension specialist help.

The soil testing program will be encouraged as a means of increasing production by finding out the need for fertilizer and lime on the untreated soil in the county. Facilities will be available through both the offices of PMA and extension for the help and use of farmers and landowners to get the soil tested. This will include instruments with which to take the samples and containers in which to send the soil samples to Iowa State College.

Fertilizer experiments have been carried on in the county and state by extension and the results of their tests will be available to use in supplementing soil tests so as to achieve maximum yields. Additional experiments will be conducted to find out how different types of soil will respond to fertilizer treatments under varying stages of fertility.

Proper crop rotations will be included in the educational program and help will be given to farmers in working out their rotations in line with good soil management principles.

Ida County Soil Conservation District

The Commissioners of the Soil Conservation District are responsible for developing and administering the soil conservation program in Ida County. Some of their duties are:

- (1) Supervise the activities of the SCS personnel
- (2) Work with contractors engaged in establishing soil conservation practices for farmers to promote a better working knowledge of the specifications and requirements of the various practices.
- (3) Encourage maximum participation of individual farmers and of groups of farmers in soil conservation activities.
- (4) Cooperate with the Extension Service on all matters of education and assist the extension director in organizing the conservation educational program. Cooperate in plowing matches, field days, contests, and any other activities which will promote conservation.

Farmers Home Administration

It will be the duty of the Farmers Home Administration to include a program of conservation in its plans with its cooperators and to encourage and help in applying their plans to the land.

IDA COUNTY SOIL CONSERVATION DISTRICT
LIST OF DOCUMENTS AND RESOLUTIONS

1. Certificate of organization dated February 19, 1945.
2. District program signed by the District - March 28, 1945.
3. District work plan signed March 28, 1945.
4. Memorandum of understanding between Ida County Soil Conservation District Iowa Agricultural Extension Service signed by Extension Service April 25, 1945.
5. Memorandum of understanding between the Ida County Soil Conservation District and the U.S. Department of Agriculture signed May 16, 1945.
6. Supplemental memorandum of understanding between the Ida County Soil Conservation District and the Soil Conservation Service signed May 16, 1945.
7. Farmer-District Cooperative Agreement form adopted March 20, 1946.
8. Resolution prepared by Little Sioux Works Committee and approved by District Commissioners, March 20, 1946.
9. Letter of transmittal to accompany cooperator's copy of agreement, approved September 18, 1946.
10. "Usage Plan" for Flood Control Assistance discussed September 26, 1946.
11. Farmer-District Cooperative Agreement and Farmer-District Cooperative Maintenance Agreement presented by State Committee December 3, 1946.
12. Revised Supplement to District Program and Work Plan for Flood Control Assistance approved April 15, 1947.
13. Supplemental memorandum of understanding between Ida County Soil Conservation District and Soil Conservation Service for Flood Control approved April 15, 1947.
14. Amendment to District Program and Work Plan for Ida County Soil Conservation District for Flood Control Assistance approved January 21, 1948.
15. Amendment to Farmer-District Agreement approved April 7, 1948.
16. Farmer-District Cooperative Maintenance Agreement approved April 17, 1948.
17. Farmer-District Receipt form approved April 7, 1948.

18. Conveyance of Right-of-Way Easement forms for Maintenance and Construction approved April 7, 1948.
19. Cooperative Agreement form 3-30-49 approved May 18, 1949.
20. Cooperative Agreement form 6-27-49 approved July 22, 1949.
21. Resolution amending work plan adopted July 22, 1949. (Attached to amendment to District Program and Work Plan).
22. Form of Statement of Ownership of Encumbrance adopted February 14, 1950.
23. New Agreement Form adopted August 28, 1951
24. Amendment to District Program and Work Plan.
25. Revision of District Work Plan
26. Memorandum of Understanding USDA March 6, 1963
27. Revised Program and Work Plan October 1962
28. Little Sioux Easement July 1965
29. Little Sioux - Operation & Maintenance Agreement, Exhibits 12a & 12b
30. Supplemental Memorandum of Understanding 1967 (November 30)
31. Memo of Understanding- Flood Prevention Works of Improvement
32. Memo of Understanding - Non-discrimination
33. Memo of understanding- Ida SCD & Coop Ext Service - Jan 29, 1963
34. Memo of Understanding- Ida SCD & Army Corps of Eng. 9-21-76
35. Memo of Understanding- Ida SCE & Ida Bd of Supr.(Flood Prev. -9030-77)
36. Memo of Understanding Ida SCD & Western Ia Cons. Dist.- 5-6-76)

MEMORANDUM OF UNDERSTANDING

between the

Ida Soil Conservation District

and the

WESTERN IOWA CONSERVANCY DISTRICT

*This Memorandum of Understanding is entered into by the
Ida Soil Conservation District and the
Western Iowa River Conservancy District to provide mutual support
for all land and water conservation management programs.*

INTENT

*Water management problems common to several properties but
associated with a watershed unit, including nonpoint pollution control,
are often beyond the legal, organizational or financial capabilities
of the individuals involved. Therefore, the intent of this
Memorandum of Understanding is to strengthen and enhance the local
soil conservation district program and also assist in implementing
the conservancy district programs established by Chapter 467D of
the 1975 Code of Iowa.*

WESTERN IOWA CONSERVANCY DISTRICT ASSISTANCE

The Western Iowa Conservancy District will assist the soil conservation district by:

- (1) Strengthening communications between the conservancy district, local agencies, state agencies and federal agencies.
- (2) Providing technical and financial assistance, as available, to solve water management problems common to several properties.
- (3) Developing a conservancy district master plan based on local input.
- (4) Installing internal improvements, as funds are available, and encouraging the installation of internal improvements by others; in a manner that is responsive to local needs.

SOIL CONSERVATION DISTRICT ASSISTANCE

The Soil Conservation District will assist the Western Iowa Conservancy District by:

- (1) Taking local leadership to establish a Soil Conservation District Resource Coordinating Committee.
- (2) Participating in the activities of the Soil Conservation District Resource Coordinating Committee.
- (3) Providing to the conservancy district staff, available resource data and information.

RELIEF PROVISIONS

The exchange of assistance provided by either party will be commensurate with its financial capabilities. No unusual or excessive demands for personnel time or expenditure of funds will be placed on either party by the other party.

This Memorandum may be modified or terminated at any time by mutual consent of the parties hereto or may be terminated by either party alone by giving sixty (60) days notice in writing to the other.

Burdelle Knudsen
Chairman

7-21-76
Date

The signing of this Memorandum of Understanding on behalf of the district was authorized by a resolution of the Soil Conservation District Commissioners adopted at a meeting on the 22nd day of June, 1976.

Lou Collins
Secretary (Lou Collins)

August 05, 1976
Date

WESTERN IOWA CONSERVANCY DISTRICT

By: J. Thomas Kenny
Chairman

May 6, 1976
Date

MEMORANDUM OF UNDERSTANDING

Between the Ida Soil Conservation District, Ida Grove, Iowa hereinafter referred to as the "District", and the Board of Supervisors of Ida County, State of Iowa, hereinafter referred to as the "County".

This 'MEMORANDUM OF UNDERSTANDING' is entered into by and between the District and County for the purpose of establishing a mutual agreement as to policies and procedures that will be used in determining requirements of both parties in the installation of flood prevention structures on County roads and the responsibilities for land rights for flood prevention structures not located on County roads as shown in the Subwatershed Work Plans of the Little Sioux River Flood Prevention Watershed.

The Flood Control Act of 1944 (58 stat. 887), authorizes the U. S. Dept. of Agriculture to prosecute works of improvement for runoff and water flow retardation and soil erosion prevention in the aid of flood prevention, on the Little Sioux River Flood Prevention Watershed, hereinafter called the 'watershed', substantially in accordance with the program recommended in the survey report designated as House Document Numbered 268, 78 Congress, 1st Session, and under the authority of the Flood Control Act of 1944, (Public Law 534, 78th Congress, 2nd Session. The Secretary of Agriculture has directed the Soil Conservation Service to carry out all or a portion of the work of the Department on the watershed. The District has fulfilled the requirements of the 'Secretary' and has assumed responsibility for securing local cooperation and for providing flood prevention assistance to local interests in accordance with the authority described above. The District has developed it work plan and program to include flood prevention provisions. In this work plan there are certain provisions whereby the County and the District are able to cooperate in constructing flood prevention improvements.

IT IS THEREFORE AGREED:

- I. That flood prevention improvements on County roads to be installed or constructed cooperatively by the County and District shall be:
 - A. Installed in sub-watershed areas approved for treatment;
 - B. Constructed as or in connection with flood prevention measures which have been planned for sub-watersheds of the Little Sioux River;
 - C. Approved and agreed to by both parties;
 - D. Constructed in accordance with detail plans furnished by the District and under the supervision and inspection of the District or its representatives.
- II. The District will:
 - A. Provide plans and specifications for flood prevention structures and other works of improvements to be installed by the District;
 - B. Provide engineering personnel for supervision and inspection of such construction operations;
 - C. Furnish equipment, materials and labor for construction of works of improvement to be installed by the District. This construction will be furnished under Soil Conservation Service contract.
 - D. Maintain cost records of improvements installed on County roads, and will provide the County with copies of such records, or portions thereof, when so requested.
 - E. Aid the County after these works of improvements are installed on County roads by furnishing such technical and other assistance as it may have available to make future inspections for determining maintenance needs.

- F. Make the required inspections for determining maintenance needs for all flood prevention improvements not located on County roads and carry out the necessary maintenance using funds from (Little Sioux Maintenance Fund or one-quarter mill assessment).

III. The County will:

- A. Use all assistance made available by the District in the ways and for the purposes intended:
- B. Provide all "Rights-of-Way" required for construction and maintenance of flood prevention improvements to be installed cooperatively on County roads;
- C. Use condemnation authorities as necessary, provided under Iowa Code 467B (the quarter mill law) or other authorities, to obtain land rights for all flood prevention structures identified in the sub-watershed work plans.
- D. Provide one-half of the cost of placing earthfills in flood prevention structures constructed by the District on County roads. This will be accomplished on an off-set basis whereby the County will receive credit for costs of road structures installed with County funds, minus one-half the cost of placing earth fill, and that meet flood prevention criteria; namely, road structures that provide a minimum of 5' of grade stabilization at locations where such stabilization is considered to be an essential part of the watershed treatment, as determined by the District.
- E. Inform the District of the costs of installing County road structures that meet flood prevention criteria so that the cost records described under II. D may be maintained;
- F. Maintain all flood prevention improvements constructed on County roads by the District under provisions of this Memorandum of Understanding after the District has accepted such works of improvement.

IV. County-District Cooperative Agreements will be executed and signed by both parties for each sub-watershed unit of flood prevention work where planned improvements are to be installed on lands controlled by the County and the County is not an official sponsor. The Cooperative Agreement will identify the specific flood prevention improvements planned on County roads and will establish the cost share contribution required by the County as provided in III. D above.

Signed and dated at Ida Grove, Iowa, this 3rd day of August, 19 73, A.D.

Thomas C. Adams
Chairman Ida County, Iowa Board of
Supervisors

I, Ethel H. Smith, certify that the Board of Supervisors of Ida County, Iowa, passed a resolution authorizing the "County" to enter into this

'Memorandum of Understanding' at an official meeting held on the 3rd day of August, 19 73, A.D.

Signed: Ethel H. Smith
Auditor of Ida County, state of Iowa

Signed and dated at Ida Grove, Iowa this 28th day of August, 19 73, A.D.

Robert Beaman
By: Chairman, District Commissioner

Subscribed and sworn to before me by the said Commissioner this 28th day of August, 19 73, A.D.

Luella E. Collins
Notary Public in and for Ida County, Iowa
My commission expires Sept. 30, 1977

(Seal)

MEMORANDUM OF AGREEMENT
Between the
Ida Soil Conservation District
and the
Corps of Engineers, Department of the Army

Statement of Purpose

The purpose of this Memorandum of Agreement is to provide for cooperation between the Ida Soil Conservation District, established pursuant to the laws of the State of Iowa, and the Corps of Engineers of the Department of the Army, in the planning and carrying out of projects and programs for the conservation, wise utilization, and efficient development of the land, water, and related resources within the Ida Soil Conservation District.

A. What the Corps of Engineers Will Do

1. The Corps of Engineers will call upon the District at an early stage for advice and recommendations in the planning and carrying out of any projects and programs the Corps may undertake within the District.

2. The Corps of Engineers will notify the District of all public hearings on proposed projects and project plans which would affect the land, water, and related resources within the District.

3. The Corps of Engineers will make available to the District such information, technical advice, and assistance at it may request, subject to the limitations of paragraph C-1 of this Agreement.

4. The Corps of Engineers will enter into agreements supplemental to this Agreement setting forth in all necessary detail (a) the nature of any assistance to be rendered in connection with the carrying out of a specific project or program, and (b) the arrangements under which such assistance is to be made available.

B. What the Conservation District Will Do

1. The District will assist the Corps of Engineers in carrying out any activities which the latter may undertake within the boundaries of the District by furnishing such advice and recommendations as may, in its opinion, result in better coordination of the Corps activity with the long-range plan of the District.

2. The District will provide the Corps of Engineers with copies of any annual and long-range work plans it may adopt and its annual reports.

3. The District will call upon the Corps of Engineers for such information, technical advice, and assistance in the planning and carrying out of aspects of the District's activities as the Corps may be particularly well qualified to provide because of its specialized knowledge and experience.

C. Further Understandings

1. Any assistance furnished by the Corps of Engineers under the provisions of the Agreement will be subject to the limitations of its legislative authorities, the regulations of the Department of the Army, and the availability of funds and personnel.

2. Cooperation by the District in carrying out the provisions of this Agreement will be subject to the limitations of the laws establishing the District and the availability of funds and personnel.

3. This Memorandum of Agreement will be effective when signed, and may be terminated at any time by mutual consent of the parties hereto, or by either party after 60 days notice of its desire for termination.

BY: Burdette Knudson
Chairman, District Governing Body

DATE: September 21, 1976

BY: James W. Ray
District Engineer,
Corps of Engineers

DATE: 17 August 1976

ATTEST: The signing of this Memorandum of Agreement was authorized by a resolution of the District Governing Body adopted at a meeting held on September 21, 1976.

BY: Lillian E. Collins
Secretary, District Governing Body

DATE: September 21, 1976

MA-1253

MEMORANDUM OF UNDERSTANDING

between

Ida County Soil Conservation District

and

Iowa Cooperative Extension Service
Agriculture and Home Economics

It is recognized that the basic purpose of a soil conservation district is the conservation of soil and water resources and the control and prevention of erosion, flood-water and sediment damage as set forth in the State Soil Conservation District Law.

The Iowa Cooperative Extension Service and the Ida County Soil Conservation District recognize that successful accomplishment of these purposes can only be obtained through mutual helpfulness and cooperation, working together to a common end.

To coordinate the efforts of the cooperating agencies, to outline operational arrangements and to avoid duplication, it is agreed that:

- A. The Iowa Cooperative Extension Service, and the county extension district will cooperate with and provide assistance to the soil conservation district when requested.
 - 1. By supplying information and providing assistance needed for the development, review and/or necessary revisions of the soil district program and work plan.
 - 2. By training personnel and local leaders in subject matter information, and in educational methods.
 - 3. By providing assistance to the local soil conservation district commissioners in developing and carrying out an effective conservation program.
 - 4. By assisting in making effective use of demonstrations and in coordinating the efforts of agencies and organizations carrying on soil conservation activities in the district.
 - 5. By providing the local soil conservation district with a copy of the annual Extension District Program.
- B. The Soil Conservation District agrees:
 - 1. To submit to the State Director of Extension a copy of any new program or plan of work or revisions of these documents which may subsequently be prepared by the district.

2. To request the kind and amount of educational assistance desired far enough in advance to be included in the extension district program and plan of work.
3. To make all requests for extension service educational assistance in the soil conservation district program through the local county extension director.
4. To submit to the county extension council a copy of the Soil District annual report.

C. It is mutually agreed that:

1. The educational assistance requested from the cooperative Extension Service will be mutually agreed upon by the Soil Conservation District Commissioners and the County Extension Council in consultation with the County Extension Director and will be consistent with the needs as set forth in the annual plan of work for the Soil Conservation District.
2. A degree of flexibility in operations will be maintained so that additional educational assistance can be requested and granted from time to time to further the over-all objectives of the Soil Conservation District Program.
3. The soil conservation district commissioners, the county extension council and the county extension director will review the annual work program and accomplishments of the soil conservation district following each year's activities as a step in developing the soil conservation district program and plan of work for the coming year.
4. Every effort will be made to inform other agencies of the soil conservation district program and other conservation programs and to enlist their co-operation and assistance in programs related to soil, water and other natural resources.
5. This memorandum will serve as a basis for cooperation between the Ida County Soil Conservation District, the Ida County Extension District and the Iowa Cooperative Extension Service and has been prepared in accordance with Chapter 467A of the 1962 Code of Iowa.
6. Neither the Iowa Cooperative Extension Service, the Ida County Soil Conservation District, nor the Ida County Extension District shall be bound by this memorandum of understanding at any time for any funds or services in excess of available appropriations or beyond the period or periods authorized by law.
7. This memorandum shall become effective when signed by the cooperating parties and shall continue until terminated by mutual consent of the

cooperating parties or until abrogated by either party by submission of notice in writing to the other parties sixty (60) days in advance of such termination. Requests for major changes shall be submitted to the other parties ninety (90) days in advance of the effective date desired unless mutually agreed in writing.

Approved:

Cooperative Extension Service
in Agriculture and Home Economics

Lloyd Andre
Director

3-8-63
Date

 Soil Conservation District
B. F. Broad View Chm
Chairman, Soil Conservation District

Feb 15 - 1963 -
Date

 County Extension District
Calvin Goodenow
Chairman, County Extension District

Jan 29, 1963
Date

ADDENDUM TO THE
SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING
between the

IDA COUNTY SOIL CONSERVATION DISTRICT

SOIL CONSERVATION DISTRICT, State of IOWA

and the

SOIL CONSERVATION SERVICE

UNITED STATES DEPARTMENT OF AGRICULTURE

C.3. :

It is further understood the program conducted will be in compliance with all requirements respecting nondiscrimination as contained in the Civil Rights Act of 1964, as amended, 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 grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

Concurred by:

Ida County Soil Conservation
SOIL CONSERVATION DISTRICT

By: Ramon G. Johnson
Chairman, District Governing Body

Date: April 26 19 77

Memorandum of Understanding

between

Ida County Soil Conservation District

and

Soil Conservation Service

United States Department of Agriculture

Relative To: Sharing of space, office equipment, field equipment and
 vehicles.
 Supervision of employees.

Authority: PL-46 - 74th Congress 16 USC (590a-f)

This memorandum of understanding made and entered into the 1st day of July, 1982 by and between the Ida County Soil Conservation District (hereinafter called the District) and the Soil Conservation Service, United States Department of Agriculture (hereinafter called the Service).

Purpose:

The District and the Service have the common objective of helping to bring about the conservation, development and wise use of the land, water and related resources. The District and the Service have previously entered into a Supplemental Memo of Understanding that establishes an enduring cooperative working arrangement. This memorandum of understanding dated July 1, 1982 further documents the cooperative working arrangement relative to the sharing of space, office equipment, field equipment and vehicles and supervision of employees.

Therefore, the District and the Service hereby agree as follows;

I. The District agrees;

- A. That the facilities and equipment provided by the Service to District employees will be used and maintained in accordance with Service standards.

- B. To permit the use by Service employees, equipment and supplies made available to the District.
- C. That District employees assigned to work on Service activities shall:
 - 1. Be administratively responsible to the District, including their employment, separation, fixing of range of duties and hours of work, rate of pay and allowances, paying the employee, and other similar items associated with an employer-employee relationship.
 - 2. Be qualified to perform the duties assigned, and shall perform those duties under supervision of the local Service representative.
 - 3. Meet Service standards as to qualifications to operate Service equipment.

II. The Service agrees;

- A. To provide office space for District employees (to the maximum extent that appropriated funds will allow).
- B. To allow the use of office equipment, field equipment and vehicles by District employees.
- C. To permit the placement of District-owned equipment in Service office space, including, but not limited to, desks, chairs, filing cabinets, typewriters, adding machines, calculators, photocopy machines and duplicating machines.
- D. To provide operations items (such as paper and supplies, film etc.) or share in the cost of such items used in District owned equipment (such as cameras, photocopy or duplicating machines, etc.) when required for Service use.
- E. To provide day-to-day technical supervision and direction of District employees.
- F. To assist in the evaluation of District employees.
- G. To make available to District employees, Service training courses and facilities to the maximum extent that such are available.

- H. That equipment and supplies provided to Districts by the Department will be used in accordance with Department standards.
- I. Provide maintenance of District equipment at Service expense when necessary due to ordinary wear and tear resulting from Service operation of the equipment and when necessary for continued Service use of the equipment.
- J. Be responsible for damage or loss resulting from any cause while equipment is in the actual possession of the Service, except for damage or loss due to ordinary wear and tear or to the negligence of District employees.

III. It is mutually understood and agreed:

- A. District employees are not to be considered Federal employees and are not entitled to any federal benefits such as retirement and leave. Benefits or coverage under the Federal Tort Claims Act and the Office of Federal Employees Compensation must be determined on each case on its specific merits.
- B. Specific arrangements to be provided under this agreement may be agreed to verbally by the local representative of the Service and the District.
- C. The District will inform the Service of the range of duties and hours of work of District employees assigned to the District.
- D. Individuals working through cooperative agreements between the District and other units of government or sponsors of other programs such as the Comprehensive Employment and Training Act are District employees.
- E. This memorandum of understanding shall be effective on the date entered above and remain in effect for an indefinite period of time. It may be terminated at any time by any party giving the other parties 30 days notice in writing.

Ida County Soil Conservation District

By Roger K. Schmidt
Roger K. Schmidt
Chairman

Date 6-22- 19 82

The signing of this memorandum of understanding on behalf of the district was authorized by a resolution of the district governing body adopted at a meeting held on 22nd day of June, 19 82.

Lou Collins
Lou Collins
Secretary, Ida County Soil Conservation District

Date June 22, 19 82

United States Department of Agriculture
Soil Conservation Service

By William J. Brune
William J. Brune, State Conservationist

Date MAY 10 1982

MEMORANDUM OF UNDERSTANDING

Between the Ida Soil Conservation District, Ida Grove, Iowa hereinafter referred to as the "District", and the Board of Supervisors of Ida County, State of Iowa, hereinafter referred to as the "County".

This 'MEMORANDUM OF UNDERSTANDING' is entered into by and between the District and County for the purpose of establishing a mutual agreement as to policies and procedures that will be used in determining requirements of both parties in the installation of flood prevention structures on County roads and the responsibilities for land rights for flood prevention structures not located on County roads as shown in the Subwatershed Work Plans of the Little Sioux River Flood Prevention Watershed.

The Flood Control Act of 1944 (58 stat. 887), authorizes the U. S. Dept. of Agriculture to prosecute works of improvement for runoff and water flow retardation and soil erosion prevention in the aid of flood prevention, on the Little Sioux River Flood Prevention Watershed, hereinafter called the 'watershed', substantially in accordance with the program recommended in the survey report designated as House Document Numbered 268, 78 Congress, 1st Session, and under the authority of the Flood Control Act of 1944, (Public Law 534, 78th Congress, 2nd Session. The Secretary of Agriculture has directed the Soil Conservation Service to carry out all or a portion of the work of the Department on the watershed. The District has fulfilled the requirements of the 'Secretary' and has assumed responsibility for securing local cooperation and for providing flood prevention assistance to local interests in accordance with the authority described above. The District has developed it work plan and program to include flood prevention provisions. In this work plan there are certain provisions whereby the County and the District are able to cooperate in constructing flood prevention improvements.

IT IS THEREFORE AGREED:

- I. That flood prevention improvements on County roads to be installed or constructed cooperatively by the County and District shall be:
 - A. Installed in sub-watershed areas approved for treatment;
 - B. Constructed as or in connection with flood prevention measures which have been planned for sub-watersheds of the Little Sioux River;
 - C. Approved and agreed to by both parties;
 - D. Constructed in accordance with detail plans furnished by the District and under the supervision and inspection of the District or its representatives.

- II. The District will:
 - A. Provide plans and specifications for flood prevention structures and other works of improvements to be installed by the District;
 - B. Provide engineering personnel for supervision and inspection of such construction operations;
 - C. Furnish equipment, materials and labor for construction of works of improvement to be installed by the District. This construction will be furnished under Soil Conservation Service contract.
 - D. Maintain cost records of improvements installed on County roads, and will provide the County with copies of such records, or portions thereof, when so requested.
 - E. Aid the County after these works of improvements are installed on County roads by furnishing such technical and other assistance as it may have available to make future inspections for determining maintenance needs.

- F. Make the required inspections for determining maintenance needs for all flood prevention improvements not located on County roads and carry out the necessary maintenance using funds from (Little Sioux Maintenance Fund or one-quarter mill assessment).

III. The County will:

- A. Use all assistance made available by the District in the ways and for the purposes intended:
- B. Provide all "Rights-of-Way" required for construction and maintenance of flood prevention improvements to be installed cooperatively on County roads;
- C. Use condemnation authorities as necessary, provided under Iowa Code 467B (the quarter mill law) or other authorities, to obtain land rights for all flood prevention structures identified in the sub-watershed work plans.
- D. Provide one-half of the cost of placing earthfills in flood prevention structures constructed by the District on County roads. This will be accomplished on an off-set basis whereby the County will receive credit for costs of road structures installed with County funds, minus one-half the cost of placing earth fill, and that meet flood prevention criteria; namely, road structures that provide a minimum of 5' of grade stabilization at locations where such stabilization is considered to be an essential part of the watershed treatment, as determined by the District.
- E. Inform the District of the costs of installing County road structures that meet flood prevention criteria so that the cost records described under II. D may be maintained;
- F. Maintain all flood prevention improvements constructed on County roads by the District under provisions of this Memorandum of Understanding after the District has accepted such works of improvement.

IV. County-District Cooperative Agreements will be executed and signed by both parties for each sub-watershed unit of flood prevention work where planned improvements are to be installed on lands controlled by the County and the County is not an official sponsor. The Cooperative Agreement will identify the specific flood prevention improvements planned on County roads and will establish the cost share contribution required by the County as provided in III. D above.

Signed and dated at Ida Grove, Iowa, this 3rd day of August, 19 73, A.D.

Thomas C. O'Neal
Chairman Ida County, Iowa Board of
Supervisors

I, Ethel H. Smith, certify that the Board of Supervisors of Ida County, Iowa, passed a resolution authorizing the "County" to enter into this

'Memorandum of Understanding' at an official meeting held on the 3rd day of August, 19 73 A.D.

Signed: Ethel H. Smith
Auditor of Ida County, state of Iowa

Signed and dated at Ida Grove, Iowa this 28th day of August, 19 73, A.D.

Robert B. Burman
By: _____ Chairman _____, District Commissioner

Subscribed and sworn to before me by the said _____ Commissioner _____ this 28th day of August, 19 73, A.D.

Luella E. Collins
Notary Public in and for Ida County, Iowa
My commission expires Sept. 30, 1977

(Seal)

1967 Revision

SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING

between the

_____ Ida County Soil _____

CONSERVATION DISTRICT, State of Iowa _____

and the

SOIL CONSERVATION SERVICE

UNITED STATES DEPARTMENT OF AGRICULTURE

The _____ Ida County Soil _____ Conservation
District of _____ Ida County _____ and the Secretary,
United States Department of Agriculture, have entered into a basic Memorandum
of Understanding, which was signed by the district on **May 16, 1945 and revised on** the 19th day of October,
19 62. That Memorandum establishes a basis for the cooperation of agencies
of the department with the district.

Under the terms of the Soil Conservation Act of 1935 and other Acts, the
Soil Conservation Service is authorized to cooperate with and to furnish assist-
ance to the district for conservation and resource development work.

The district and the Service have the common objective of helping to bring
about the conservation, development, and wise use of land, water, and related
resources. They, therefore, enter into this Memorandum of Understanding as the
foundation for an enduring cooperative working arrangement. This memorandum
supplements the Memorandum of Understanding between the district and the depart-
ment referred to above, and is subject to all the provisions of that Memorandum
of Understanding.

A. What the Service Will Do

1. The Service will make available to the district the services of personnel qualified in carrying out resource planning, conservation and development, and will provide such facilities as its employees may require. Through its state conservationist, the Service will designate a conservationist as its primary staff member for assisting the district.

2. Service assistance will be allocated in accordance with an annual plan of operations prepared by the Service in consultation with the district and based upon the district's annual work plan. The Service will consult with the district whenever substantial changes in assistance to be made available are contemplated and will notify the district in advance whenever changes are to be made.

B. What the District Will Do

1. The district will (a) adopt a procedure for the orderly and progressive development and application of conservation and resource development plans for farms, communities, watersheds, and other land units, (b) be responsible for determining the recipients of services provided by the district and for setting priorities for the kind and amounts of work to be performed in the district, and (c) develop a systematic method for group and individual follow-up work essential to the carrying out of conservation and resource development plans.

2. The district's annual work plan, which will be prepared as a guide for its work and activities for the year ahead, will include such information as is needed for the preparation by the Service of its annual plan of operations.

3. The district will keep records of all materials and equipment furnished it by the Service in accordance with agreements regarding such materials and

equipment. Such records will be available for examination at any reasonable time by accredited Service representatives.

C. It is Further Understood

1. Either party, as mutually agreed upon, will provide or arrange for such additional services, facilities, equipment, materials, and arrangements as may be required to achieve common objectives.

2. Service personnel and facilities, all of which will be under the jurisdiction of the Service, will be located insofar as feasible at headquarters mutually satisfactory to the district and the Service. The Service retains the right to establish headquarters for its personnel at such places as it deems most appropriate.

3. This Supplemental Memorandum of Understanding will be effective when signed by both parties and will continue in effect for the duration of the basic Memorandum of Understanding referred to above, except that it may be modified or terminated at any time by mutual consent of the parties hereto, or may be terminated by either party by giving sixty (60) days' notice in writing to the other party.

Ida County Soil
CONSERVATION DISTRICT

By: *Arnold Patterson*
Chairman, District Governing Body

Date: October 17th, 1967

The signing of this Supplemental Memorandum of Understanding on behalf of the district was authorized by a resolution of the District Governing Body adopted at a meeting held on the 17th day of October, 1967.

Lucas E. Collins

Secretary, District Governing Body

Date: October 17th, 1967.

SOIL CONSERVATION SERVICE

United States Department of Agriculture

By: Frank W. Menden

State Conservationist, Soil Conservation Service

Date: 11/11, 1967.

Adapted by the District at the meeting of Oct. 19, 1962

Revised
PROGRAM AND WORK PLAN
(October 1962)
Ida County Soil Conservation District
Iowa

ORGANIZATION

The District was organized in 1945 under the Iowa Soil Conservation Districts Law. A referendum was held November 1944. The charter of organization was issued by Secretary of State Wayne M. Ropes February 19, 1945. The District boundaries are the same as those of Ida County, Iowa.

PURPOSE:

The District was organized to help local people in taking action to provide for better use and management of soil and water and other natural resources of Ida County. Under the District program the efforts of federal, state and local governments and private organizations and individuals may be coordinated to carry out conservation work in which they have common interests.

DISTRICT DESCRIPTION:

Location: The District is located in the fourth tier of counties from the north and the second tier from the west of the State of Iowa.

Size: The District includes a total of 275,840 acres; 266,430 acres are in farmlands; 9,410 acres are in urban areas, public roads, railroads, rivers, etc. There are 1,272 farm units averaging 213 acres per unit.

Principal Drainages are:

Maple & Little Sioux Rivers	226,720 acres
Soldier River	49,840 "
Boyer River	4,280 "

CLIMATIC CONDITIONS:

- A. Mean annual rainfall for Ida Grove - 28.26 inches
- B. Mean temperature - January - 16 degrees
July - 74 "
- C. Mean date last killing frost - May 5
Mean date first killing frost - October 3
Mean growing season - 152

PRINCIPAL AGRICULTURAL ENTERPRISES:

The main crops grown in the District are corn, soybeans, popcorn, oats, hay and pasture. Livestock enterprises include feeding of cattle and hogs, pure bred livestock, dairying and some feeding of turkeys.

SOIL DESCRIPTION OF EACH SOIL ASSOCIATION AREA:

Bottomlands (approx. 28,800 acres)

These soils lay along the major streams of the District. They are level (0 - 2%). Some are poorly drained and many are subject to frequent flooding. The principle soil types are Wabash, Judson, Hornick.

Galva-Pringhar-Sac-Marcus (approx. 87,000 acres)

Undulating to gently rolling (2 - 8%) soils derived from deep to shallow calcareous loess over Iowan till. Waterways are frequently poorly drained. Principle problem is sheet erosion.

Monona-Ida (approx. 89,000 acres)

Gently rolling to rolling (5 - 20%) soils derived from deep calcareous loess over Kansan till. Sheet and gully erosion are the principle problems.

Marshall-Monona (approx. 71,000 acres)

Gently rolling (5 - 10%) soils derived from moderately deep calcareous loess over Kansan till. Sheet and gully erosion are the main problems. Some waterways are poorly drained.

LAND USE CAPABILITIES:

Class I Land

This productive level to nearly level land - well drained - can be used for rotations with a heavy percent of clean tilled crops.

Class II Land

This is productive land with gentle to moderate slopes subject to slight erosion which needs supporting practices, such as contouring, terracing, grassed waterways.

Class III Land

This land is productive but has moderate to steep slopes subject to moderate erosion and will need both supporting conservation practices and a rotation including more meadow than is needed on Class II land.

Class IV Land

This land is suitable for only limited cultivation and then only when the best erosion control practices are followed. Usually only one (1) clean-tilled crop will be grown followed by grain, seeded to a grass-legume mixture.

Class V, VI, VII Land

This land should not be in crops. It should be permanent pasture, meadow or woodland.

PRINCIPAL SOIL AND WATER CONSERVATION PROBLEMS:

- A. The principal problem of all but the bottomland farmers of the District is sheet erosion. This problem is aggravated by the lack of mechanical control and the substandard crop rotations generally practiced,
- B. Another problem is excessive run-off. This results in lower crop yields, flooding of crops, drowning of livestock and extensive flood damage in Ida Grove and other urban centers.
- C. Gully erosion is doing extensive damage to farm lands.
- D. Erosion of roads constitutes a major maintenance problem. Control of washed out bridges and culverts would present a large saving in county road maintenance costs.
- E. The use of bulldozers to clear trees and brush from farm land presents a threat to the already diminishing amount of land available for wildlife cover.

FACTORS AFFECTING CONSERVATION PROGRESS:

- A. Lack of information, coupled with apathy in some cases, on the part of the general public and farmers in particular presents a problem that must be overcome before soil and water conservation will be a generally accepted way of life.
- B. The present cost-price squeeze confronting farmers makes it difficult, and sometimes impossible, to achieve adequate soil and water conservation. ACP cost shares are helping to alleviate this to some extent.

DISTRICT OBJECTIVES:

- A. Determine fertility, erosion, drainage and flooding and related problems of the District.
- B. Set up a program designed to correct soil and water management problems and to promote establishment and protection of woodland and wildlife areas and to promote development of recreational facilities.
 - 1. Promote the use of land in accordance with its capabilities.
 - 2. Promote woodland, wildlife and biology practices on areas best suited or dedicated to these purposes.
- C. Carry on information and educational activities to acquaint local people with soil and water conservation problems of Ida County, and to inform local people of conservation practices which are recommended to alleviate such problems; also to inform local people of types and amounts of technical and other aid which is available under the District program.

D. Provide technical and other assistance to individuals and groups in planning, applying and maintaining farm conservation and watershed programs; also provide technical information and counsel to owners of urban properties.

E. Promote changes in land use and adoption of mechanical and other soil and water conservation practices as follows (Reference - Conservation Needs Summary, Ida County SCD):

1. Recommended changes in land use

	Present Land Use (1959)	Planned Land Use (1975)
Cropland	227,723	241,178
Pasture	31,834	15,356
Woodland	42	42
Other (includes farmsteads, wildlife areas, public roads, railroads, etc.)	16,241	19,264

2. Summary of conservation practices recommended for the District:

Type of Practice	Practical Needs	Applied to date ('62)	Remaining job
Contouring (Ac.)	106,640	47,097	59,543
Pasture Improve. (Ac.)	7,689	200	7,489
Pasture Planting (Ac.)	2,481	645	1,836
Wildlife Area Treat. (Ac.)	653	103	550
Tile Drainage (Mi.)	1,033	62	971
Structures (No.)	1,105	55	1,050
Terraces (Mi.)	13,215	491	12,724
Waterways (Ac.)	8,459	629	7,830
Diversions (Mi.)	27	7	20

DISTRICT'S POLICIES FOR ASSISTING INDIVIDUALS AND GROUPS:

It is the policy of the District to provide technical and other assistance to all interested groups and individual land owners and operators insofar as District's facilities will permit; the District will provide technical information and counseling to owners of urban properties, when the District receives special requests for such assistance and available facilities will permit. Interests and ability to make effective use of help will be considered in establishing priorities for assistance. Other factors being equal, the District will provide technical and other assistance as follows:

First priority - Organized watershed groups.

Second priority - Individual land owners and operators requesting assistance for planning and applying basic farm conservation plans.

Third priority - District cooperators (without basic farm plans) will request assistance for planning and installing

- a. Terraces
- b. Contouring and contour listing
- c. Waterways and diversions
- d. Erosion control structures
- e. Other conservation practices on individual farms.

Fourth priority - Owners of urban properties who request technical information and advice.

The District will execute cooperative agreements, easements and other instruments as determined to be desirable and necessary to arrange for the District or District representatives to plan, apply, assist with maintenance and observe performance of farm conservation and watershed programs.

The District will provide watershed assistance within the authorized area of the Little Sioux River in accordance with policies and procedures that have been set up by the Little Sioux Works Committee and have been adopted by the District.

The District will promote 566 watershed projects

The District will promote multiple purpose projects designed to benefit groups of property owners and the public as a whole; such projects include dual-purpose erosion control improvements on public roads, watershed projects designed to protect urban and flood plain areas, detention dams especially designed to permit practical development of recreation areas, and etc.

The District will use its available resources to cooperate in projects or programs set up under the Rural Area Development program of the federal government, and will participate in carrying out other federal, state and local programs which will aid the District in accomplishing its soil and water conservation objectives.

The District will coordinate its yearly activities with programs of federal and local agencies in order to make the best practical use of facilities of all agencies concerned. In this instance the District will plan its yearly programs to make the best possible use of the ACP cost-sharing program of the

Ida County ASCS.

MEMORANDUM OF UNDERSTANDING

between the

IDA

SOIL CONSERVATION DISTRICT

and the

UNITED STATES DEPARTMENT OF AGRICULTURE

This Memorandum of Understanding is between the Ida County Soil Conservation District, State of Iowa, hereinafter called the District, and the United States Department of Agriculture, hereinafter called the Department. It is effective on the date it is signed by or for the Secretary of Agriculture, and replaces any Memorandum of Understanding heretofore entered into between the District and the Department.

STATEMENT OF PURPOSE

The District has been organized pursuant to the Soil Conservation Districts Law of Iowa as a governmental subdivision of the State as evidenced by its certificate of due organization, a copy of which is on file in the Department. It is prepared to exercise within its boundaries public powers as authorized by that law, as amended and supplemented.

The Secretary of Agriculture is authorized under the terms of various statutes administered by the Department to carry out a broad program of assistance to farmers, ranchers, and landowners including soil and water conservation, watershed protection, flood prevention, farm forestry, and rural areas development, and encompassing research, education, technical assistance, cost sharing and credit. This program may include cooperation with and assistance to soil conservation districts in conserving and improving soil, water, vegetative, wildlife, and related resources, and in reducing damage by floods and sedimentation.

The District has adopted a program outlining in general its longtime soil and water conservation and resource-use objectives, a copy of which is on file in the Department. The District is engaged in carrying out this program. The District has available, or in the future may have, services, facilities, and funds from Federal, State, local and private sources for use in carrying on its work.

The District and the Department have the common objective of helping to bring about the use of each acre of agricultural and other land within the limits of its

capabilities and the treatment of each acre in accordance with its needs for protection and improvement. Cooperation will be mutually helpful to the District and the Department in achieving this common objective. This Memorandum of Understanding establishes an enduring basis for such cooperation and assistance.

A. What The Department Will Do

The Department will cooperate with and assist the District in carrying out its longtime soil and water conservation and resource-use program. Such assistance as is consistent with the Department's statutory authority and available resources will be provided through its various agencies in accordance with Departmental regulations. Such assistance will be made available through Supplements to this Memorandum of Understanding, or other appropriate arrangements, developed between the District and each agency of the Department cooperating with the District.

B. What The District Will Do

1. The District, upon request or upon its own initiative, will consult with and make recommendations to departmental agencies carrying on conservation work within the District, with respect to the development and administration of conservation activities and the over-all conservation problems and work plans of the District, to best effectuate the purpose of those activities.

2. The District will prepare an annual work plan to serve as a guide in carrying out its program during the year ahead.

3. Where the aid to be furnished by the District to owners and operators of land in carrying out conservation and resource-use plans involves assistance provided the District by an agency of the Department, the District will enter into agreements with those owners and operators, fixing the responsibilities of the parties in carrying out those plans. The forms of such agreements are to be acceptable to the Departmental agency involved. Where assistance is limited to consultative type services, suitable informal arrangements rather than formal agreements are appropriate.

4. The District will be responsible for determining the kind, amount and priority of work to be performed by it on farms, ranches, and other land, and for

seeing that the provisions of agreements it enters into with owners and operators of land are carried out.

5. The District will provide such funds, personal services, and facilities as it is able to obtain for carrying on its work.

6. The District will not charge for assistance made available by the Department and will conduct its work in such manner that cooperating land owners and operators, and the public generally will understand that any charges it may make are not for that assistance.

7. Within 60 days after the end of each calendar year, the District will submit to the Department of Agriculture, through the State Conservationist of the Soil Conservation Service, an annual report on the District's activities and accomplishments. The District will send a copy of its annual report to each cooperating Departmental agency. The District will keep its records in such a way that the agencies of the Department cooperating with the District may obtain adequate information as to the District activities by examining these records.

8. The District will inform all cooperating agencies of the Department of any substantial changes in its longtime program in order to avoid possible misunderstandings in carrying out the District's work.

C. It Is Further Understood

1. Assistance supplied to the District by a Departmental agency will be furnished in accordance with the agency's applicable authorities and policies.

2. Any assistance in carrying on educational or farm forestry work made available to the District by Departmental agencies will be furnished in accordance with existing or future agreements between the Department or its agencies and State agencies.

3. This Memorandum shall not be construed to affect the jurisdiction of the Federal Government, or any agencies thereof, over Federally-owned land which may lie within the boundaries of the District.

4. Departmental agency personnel and facilities shall be under the administrative jurisdiction of the Departmental agency involved.

5. Any equipment and materials made available to the District by Departmental

agencies shall be utilized by the District in accordance with an agreement entered into governing their use.

6. Personnel, facilities and funds available to the Districts from State, local and private sources shall be under the administrative jurisdiction of the District or of the cooperating State or local agency.

7. Neither the Department nor the District shall be bound by any obligation in this Memorandum or any Supplement thereto or other appropriate arrangements which will involve the expenditure of funds in excess of the amounts made available to it, or for a period in excess of that authorized by law.

8. All matters that may require administrative action or approval by any agency of the Department will be handled through the established administrative procedures of that agency and of the Department.

9. This Memorandum may be modified or terminated at any time by mutual consent of the parties hereto or may be terminated by either party alone by giving sixty (60) days' notice in writing to the other.

10. Any Supplemental Memorandum of Understanding or other appropriate arrangements now in effect between the District and an agency of the Department shall remain in full force and effect, and shall be subject to all of the provisions hereof.

_____ IDA COUNTY SOIL CONSERVATION DISTRICT

By Wm. Rossow
CHAIRMAN, DISTRICT GOVERNING BODY

The signing of this Memorandum of Understanding was authorized by a resolution of the District Governing Body adopted at a meeting held on October 19, 19 62.

Arnold Outensen
SECRETARY, DISTRICT GOVERNING BODY

Date: October 19, 19 62.

UNITED STATES DEPARTMENT OF AGRICULTURE
By Quellman
SECRETARY OF AGRICULTURE

March 6 1963

Date: _____, 19____.

MINUTES OF THE REGULAR MEETING OF THE

IDA COUNTY SOIL CONSERVATION DISTRICT

APRIL 17, 1956

A motion by Rossow second by Burow that the ammendment to the District Work Plan (copy attached) be adopted as policy of the District. Motion carried. All members present voting "aye".

IDA COUNTY SOIL CONSERVATION DISTRICT

The original work plan for the district was adopted by the District Commissioners at their regular meeting, March 26, 1945. On April 15, 1947, this work plan was supplemented by official action of the District Commissioners to provide for Flood Control assistance. It was further supplemented, July 23, 1949 to align policy and practice. On January 18, 1955 the whole Flood Control procedure was again revised.

As of the present, a review of the District work plan indicates that further revisions should be made. When adopted by the District these changes will become the policy of the District. Where there is conflict between these changes and policies set forth in the original work plan and its supplements and amendments this latest policy shall prevail.

REQUESTS FOR ASSISTANCE: Request for assistance shall be in writing on forms provided by the District. Requests will be signed by the farm operator and the farm owner or his agent if this is different than the operator.

PRIORITIES OF ASSISTANCE: It is the policy of the District to encourage groups of farmers, particularly watershed groups, to work together in planning and applying soil conservation programs. Therefore, the District proposes to commit the use of its facilities to aiding (1) farmers who have submitted group requests on watershed basis for basic farm conservation plans; (2) groups of farmers other than so-called watershed groups who submit requests for basic farm conservation plans; (3) individual land owners who submit requests for assistance with basic farm conservation plans; and (4) individual land owners requesting assistance for planning and applying one or more conservation practices.

Interest and ability to make efficient use of help provided will be considered in determining priorities of assistance. It is the policy of the District to aid all land owners of Ida County in accomplishing soil conservation work, in-so-far as facilities of the District will permit. Other things being equal the earliest request gets priority.

EDUCATIONAL PROGRAM: In addition to all of the media and methods set forth in the original work plan, television will be used to the fullest possible extent.

COOPERATIVE AGREEMENTS: As each individual or group signs a request for assistance and this request is approved by the District the form involved becomes a cooperative agreement. This agreement is signed before any planning or application is done on the farm. At this stage the applicant will be known as an initial plan. When detailed plans have been made and agreed to by the cooperator and the district, the cooperator will be advanced to a basic plan.

CLASSES OF LAND AND THEIR USE: The basic concept of the District is to treat each acre within the District area according to its needs and to use each acre within its capabilities. Capability of land will be divided into 7 classes as follows:

- CLASS I - This is very good land, level or nearly level with no major hazard to cultivation.
- CLASS II - This is good land subject to moderate erosion or drouthy, gently sloping or level land needing drainage.
- CLASS III - This is moderately or highly productive land subject to severe sheet and gully erosion or gently sloping land which is drouthy or level land badly in need of drainage.
- CLASS IV - This is hilly land subject to severe sheet and gully erosion or rolling land that has drouth hazards.
- CLASS V - This is land, usually level, which has some special hazard such as overflow, rockiness or extreme wetness that prevents cultivation. If the hazards can be removed quite frequently the land will then become Class I.
- CLASS VI - This is steep land subject to severe erosion or hilly land that is drouthy.
- CLASS VII - This is rough and broken land subject to severe erosion.

Classes I, II, III and IV may be used for cropland providing all hazards to cultivation have been overcome. Class V land will normally be used for pasture or wildlife unless the hazards are removed. Classes VI and VII will normally be used for pasture or woodland or wildlife.

POST WAR PROJECTS: World War II has now been over for 11 years. The District feels that major emphasis should be placed on watershed group approach to soil conservation and flood control. As stated above first priority will be given to this type of work. In-as-much-as farm economy indicates that high farm income is connected directly with the highest safe corn acreage the use of terraces will be emphasized. Terraces also produce high benefits in Flood Control.

At an official meeting of the District Commissioners held on April 17, 1956 the District adopted these revisions in its work plan.

April 26, 1956
DATE

W. F. Burrow
W. F. Burrow, Chairman, District Com.

May 2, 1956
DATE

Arnold Putensen
Arnold Putensen, Secretary for District

AMENDMENT TO DISTRICT PROGRAM AND WORK PLAN
FOR
IDA COUNTY SOIL CONSERVATION DISTRICT
STATE OF IOWA

FOR FLOOD PREVENTION ASSISTANCE IN LITTLE SIOUX WATERSHED

The District's work plan and program is herein amended to cover policies and procedures that will be used in connection with Flood Prevention assistance which the District will make available to landowners in the Little Sioux Watershed. These policies and procedures have been developed to carry out planning, application, or construction, and maintenance of the remedial flood prevention program as authorized for the Little Sioux Watershed in House Document #268 of the 78th Congress. The Soil Conservation Service is assisting local Soil Conservation Districts in administering said flood prevention program for the Department of Agriculture in the Little Sioux Watershed.

The District will provide authorized flood prevention assistance to "watershed" groups of landowners. A "watershed" is considered to be an area of upland and bottomland which contributes run-off to and/or receives flood flows from a common water disposal system and which can be treated without immediate regard to adjacent land areas. The District will consider all lands within these watersheds to fall within two classes for the purpose of prosecuting this flood prevention work, namely:

1. 'Farm lands' or those lands which are primarily used for agriculture, and
2. 'Non-farm lands' or those lands which are not primarily used for agriculture, such as roads, railroads, towns, drainage district ditches, etc.

'Farmer-District Cooperative Agreements' as are normally used in the District for farm plans will be used to show all features of farm conservation plans and will be executed by the District and the Cooperator to plan and install the farmland treatments such as contouring, terracing, waterways, etc., that are needed for the conservation of soil and water on the farmland areas themselves.

'Cooperative Agreements, Little Sioux River Watershed' will be executed by the District and the Cooperators for granting rights-of-way and easements for the installation and maintenance of flood prevention improvements. Two general types of agreements will be used; one for improvements installed on 'non-farm lands', and one for improvements installed on 'farm lands'.

As used in this work plan, "improvement" shall mean erosion control structures, water detention dams, (both hereinafter referred to as structures), improved waterways and channels, diversion ditches and dikes, levees, water detention terraces, and other water disposal measures, and in general any device, structure, alteration or improvement designed to control the runoff of water, prevent gully erosion, or reduce inundation and sedimentation.

Maintenance

Agreements with 'non-farm land' cooperators will provide that the maintenance of the improvements on those lands will be the responsibility of those respective cooperators.

Agreements with 'farm land' cooperators will provide that maintenance of the improvements on farm lands will be accomplished by:

- (A) The County Board of Supervisors providing funds and doing repair work on structures in accordance with state legislation, or
- (B) The District doing the repair work on structures with funds provided by the respective watershed group of farm land owners, and
- (C) The cooperators doing the repair work and maintenance on all improvements other than structures, unless otherwise arranged.

The District will provide such technical and other assistance as it may have available to aid with inspection and planning of repairs on all structures.

Priorities for Use of Flood Prevention Assistance

It is the overall responsibility of the 'Little Sioux Works Committee' to establish "Priorities for flood prevention assistance" within the Little Sioux watershed. These 'priorities for flood prevention assistance' will be established primarily on the basis of:

- I. The percentage of farm land with farm plans (watersheds will not be considered until at least 70% of the watershed area is under 'Farmer-District Cooperative Agreement');
- II. The percentage or amount of needed conservation practices that have been applied in the watershed;
- III. The availability of rights-of-way or easements for constructing the improvements and the providing of funds to the District for maintenance of the structures; and
- IV. Other factors which may affect the progress of the program.

The District Commissioners will cooperate with the Little Sioux Works Committee and periodically determine the eligibility (for flood prevention assistance) of watersheds within its District upon a similar basis and submit its determinations along with pertinent data and recommendations of the Little Sioux Works Committee to aid the committee in setting up priorities for use of flood prevention assistance.

Two types of priorities will be established to enable operations to proceed in an orderly manner.

The first priority will be known as "preliminary plan" priority and will be granted to those cooperating watersheds which then appear will be next in line to begin to make ready for construction operations. The District will then, with aid of the Soil Conservation Service and all interested parties concerned, prepare overall flood prevention "preliminary plans" for those watersheds to enable those concerned to learn of all the treatment measures which are needed and recommended. Cooperators will then be expected to apply those remaining farmland treatment measures at an accelerated rate.

The second priority will be known as "Construction" priority and will be granted to those "preliminary plan" watersheds which at that time appear most deserving of the flood prevention assistance. Expected availability of funds for construction will be used to guide the Little Sioux Works Committee in determining numbers of priorities to so establish. The District will then prepare detailed plans for the work and secure the necessary easements, maintenance arrangements, etc., for the work to be installed.

The District will determine and by official resolution declare that all arrangements for construction have been executed before contracts for work are awarded by the Soil Conservation Service.

Local Cooperation

The District will use such "Cooperative Agreements, Little Sioux River Watershed", and other suitable contracts as needed to establish in advance the responsibilities of all parties in the installation and maintenance of the flood prevention improvements;

I. Owners of "farm lands" will:

- A. (1) Provide rights-of-way and easements as necessary to plan, install, and construct flood prevention improvements by the District with assistance that it may have available, (2) provide permanent easements to the District and County for the repair and maintenance of the erosion control structures and water detention dams that are installed, (3) provide for protection of areas from grazing during establishment of vegetation and replace fences, and (4) save the District harmless for damages that may result from the work.
- B. Contribute to the District in cash an amount equal to two percent (2%) of the estimated construction cost (to the nearest \$10,000) of installing the structures on farm lands within the watershed area. Such estimated construction cost will not include costs of waterways, channels, seeding, etc. The above payment will be made at the time of entering into "Cooperative Agreements, Little Sioux River Watershed"; they will not however, exceed \$1.00 per acre for the total watershed area.
- C. And further contribute:

(Only when County Board of Supervisors has not agreed to provide funds and accomplish maintenance in accordance with state legislation.)

Fifteen annual payments each equal to one-fourth of the initial payment referred to in paragraph B above. The first annual payment will become due on December 1 following the date that the District notifies the cooperator in writing of the substantial completion of the watershed project. The remaining annual payments will become due each succeeding December 1. Payments will become delinquent on March 1 following the date each becomes due. Delinquent payments will bear 5% interest. If the landowner so elects, he may at any time pay all or any portion of the annual payments before they be-

come due; and secure a release of the lien from the District. Discounts of two percent (2%) per year (full years only) will be given for each full annual payment made in advance of its due date; one and only one full year of discount (2%) will be allowed in any event between date of agreement and due date of the beginning annual payment (which due date will not be known until construction is completed).

- D. Assume full responsibility for maintaining all farm land improvements, such as improved waterways and channels, diversion ditches and dikes, levees, terraces, etc.; also assume responsibility for maintaining vegetative cover, and control of weeds, trees, etc.
- E. Make inspections of erosion control structures and water detention dams on farm lands and report repair needs to the District.

II. Owners of "non-farm lands" will;

- A. Provide rights-of-way for the flood prevention improvements that are agreed to be installed on those lands.
- B. Participate in the cost of construction of those erosion control structures and water detention dams to the extent of a minimum of one-half of the earth work involved. This may most easily and legally be accomplished by each party doing separate parts of the work or structures on an offset cost basis equivalent to the above stated share of costs. The District will secure statements of costs incurred by non-farm land owners on previous watershed work that has been installed by them and then compute participation on planned future work so as to maintain a reasonable balance of costs on the construction priority watershed by thus taking into account the actual distribution of costs on watersheds already completed.

When non-farm land owners wish to install erosion control structures and water detention dams on their lands before the time that the District has scheduled the work; and if they desire to be credited by the District for such installations, such owner shall secure prior written approval for the type of installation and inlet and outlet elevations in order that the improvement will eventually become an integral part of the flood prevention program for the watershed. When such approval has been made by the District, then the cost of the improvement, if completed according to terms of the approval, will be taken into account as a part of the cost of the project at the time that the remaining watershed improvements are undertaken by the District, and that owner given credit for his costs incurred. Such credit will thus be given at the time that the remaining improvements in the watershed are about to be installed by the District.

- C. Own, operate, repair and maintain all flood prevention improvements installed on non-farm lands.

- III. (If and when the County Board of Supervisors and the District enter into a "Memorandum of Understanding" for Maintenance of "farm land" structures referred to in I. A (2) above.)

The County Board of Supervisors will:

- A. Furnish funds for maintenance of said "farm land" structures, in accordance with state legislation; and
 - B. Accomplish maintenance work by furnishing necessary labor, equipment and materials; the District will aid with inspection work and will provide technical recommendations for repair work in so far as the District has facilities available.
- IV. The District will discuss its program with the County Supervisors at least once per year. At this time the priority status of watersheds in the county will be pointed out; the cooperation desired by the District in each watershed enumerated; and proposals by the county for constructing erosion control structures at other sites reviewed. These discussions may occur more often than above indicated in connection with the execution of specific watershed agreements.

Completion of Work

The District will make joint inspections with the cooperators and the Soil Conservation Service of the projects after installation to determine if the flood prevention improvements have been substantially completed in accordance with the plan. If found to be so substantially complete, the District will notify the Cooperators of such finding. Collections of annual payments, if any, will then be made on the following December 1. The projects will be considered substantially complete when the improvements have been installed and the disturbed areas have been initially seeded.

The final acceptance of the work by the District will be given at some later time by the Soil Conservation Service when it is mutually determined that the vegetative cover and the waterways and channels have been established in so far as possible when giving consideration to the cooperation in the control of grazing and other aid that have been given by the farmers. If it is concluded at this time that the lack of farmer cooperation was the cause of seeding and other failures, then the final acceptance of the project will be given by the District to the Soil Conservation Service and any needed reseeding or waterway and channel repair work will remain for the farmers themselves to establish.

It is expected however that the District will make the assistance of the Soil Conservation Service available to those projects where proper farmer cooperation has been secured until the time that proper channels, waterways, and vegetative cover have become finally established. It will be desirable that such reseeding, refilling etc. as is found necessary be completed to permit final acceptance to take place at the earliest possible date.

The District will, where applicable each year on approximately November 15, send due bills for annual payments. Further notice will be sent to those cooperators not yet having made payment on February 1, informing them that the payment will become delinquent on March 1, after which 5% interest charges will be added.

This amendment supercedes and makes void the "Amendment to District Program and Work Plan" adopted by the District on January 21, 1948.
(If none, so state _____.)

At an official meeting of the District Commissioners held on January 18, 1955, the District adopted these revisions in its program and work plan.

BY /s/ W. F. Burow
Chairman, District Commissioners

BY /s/ Lynn M. Fitsimmons
Secretary, District Commissioners

The District will, where applicable each year on approximately November 15, send due bills for annual payments. Further notice will be sent to those cooperators not yet having made payment on February 1, informing them that the payment will become delinquent on March 1, after which 5% interest charges will be added.

This amendment supercedes and makes void the "Amendment to District Program and Work Plan" adopted by the District on _____, 19____.
(If none, so state _____.)

At an official meeting of the District Commissioners held on _____, 19____, the District adopted these revisions in its program and work plan.

BY _____
Chairman, District Commissioners

BY _____
Secretary, District Commissioners

Refer to Minutes of August 28, 1951

COUNTY
SOIL CONSERVATION DISTRICT
STATE OF IOWA

CONSERVATION AGREEMENT NO. _____

To: District Commissioners of _____ County Soil Conservation District

From: _____
(Name) (Address)

Acres in Farm: _____ Section: _____ Township: _____

I am interested in conserving the soil and water on my farm. Therefore, to the best of my ability, I desire to begin using my land within its capability and according to its needs for protection and improvement. I am asking for assistance from the district in working out, putting into effect, and maintaining the conservation practices my land needs that are practical for me to install.

I will cooperate with the soil conservation district commissioners in working toward the development of a basic farm conservation plan for my entire farm. I will use any materials or equipment made available by the district in the way and for the purpose for which they are furnished.

At this time I am requesting that you furnish assistance during

_____, 195____, to plan and apply the following:
(Season - Month)

(Date) (Owner-Operator)

(Date) (Owner-Operator)

We, the commissioners of the Soil Conservation District, will furnish assistance in establishing needed conservation and will help you develop a basic conservation plan for all your land, in accordance with our resources and operating policies at the time the work is to be done.

This memorandum will serve as a cooperative agreement and will remain in effect until terminated by mutual agreement or by either party giving thirty (30) days written notice.

County Soil Conservation District

Approved:

(Date) (District Commissioner)

This is the only agreement required to get assistance from the Soil Conservation District.

22
STATEMENT OF OWNERSHIP AND ENCUMBRANCE

DESCRIPTION OF LAND:

MINUTES OF THE REGULAR MEETING OF THE
IDA COUNTY SOIL CONSERVATION DISTRICT

February 14, 1950

It was moved by Elk seconded by Dall that the statement of ownership and encumbrance immediately following these minutes be accepted for use in the program of the Little Sioux Watershed.

ENCUMBRANCES:

A. Mortgages:

B. Judgments:

No examinations made for other liens or taxes.

The foregoing is correct as shown by the records of _____ County,

Dated at _____, this _____ day of _____,

at _____.

ABSTRACT COMPANY

BY _____

Resolution amending work plan adopted July 22, 1949. (Attached to amendment to District Program and Work Plan. See No. 14.

STATEMENT OF OWNERSHIP AND ENCUMBRANCE

DESCRIPTION OF LAND:

TITLE:

ENCUMBRANCES:

A. Mortgages:

B. Judgments:

No examinations made for other liens or taxes.

The foregoing is correct as shown by the records of _____ County,

_____.

Dated at _____, this _____ day of _____,

at _____.

ABSTRACT COMPANY

BY _____

COOPERATIVE AGREEMENT
LITTLE SIOUX RIVER WATERSHED

Agreement No. FC-

Watershed

SOIL CONSERVATION DISTRICT

THIS AGREEMENT, Made and entered into this _____ day of _____, 19____, by and between the _____ Soil Conservation District, organized under the laws of the State of Iowa, hereinafter referred to as the "District" and _____

hereinafter referred to as the "Cooperator", WITNESSETH:

WHEREAS: Through an Act of Congress, the United States of America has authorized and appropriated funds for effectuating a flood control and soil conservation program in the Little Sioux River Watershed of Iowa; and

WHEREAS: By authority of the aforesaid Act, the Secretary of Agriculture of the United States of America has assigned responsibilities for flood control operations to the Soil Conservation Service, which has set up a technical staff in the Little Sioux River Watershed to investigate the problems, develop technical plans for improvements to be installed, supervise construction of improvements and perform other technical duties as necessary to effectuate the objects of the program; and

WHEREAS: By the same authority the said Secretary of Agriculture has, in effect, designated the District as the local agency which is responsible for entering into contracts or agreements with the farm land owners of the Little Sioux River Watershed to secure necessary rights-of-way and other local cooperation, and for performing other duties required in order to (1) facilitate the execution of the program, and (2) establish responsibilities for the maintenance of improvements made thereby; and

WHEREAS: The District has accepted such required responsibilities and has set up policies and procedures for carrying out same; and

WHEREAS: _____ County and the District are cooperating or may cooperate in the construction and maintenance of flood and erosion control improvements authorized by the said Act of Congress; and

WHEREAS: The Cooperator recognizes that certain benefits will accrue to the lands described herein and desires to enter into an agreement with the District for the purpose of effectuating the objects of the said Act of Congress on such lands and, by the provisions herein, of guaranteeing to the District the payment of certain sums of money, the conveyance of certain rights-of-way, and the acceptance of other responsibilities.

THEREFORE, IT IS MUTUALLY AGREED:

- I. That the Cooperator, in consideration of the mutual covenants and agreements expressed herein, shall grant and convey, and by these presents the Cooperator does, hereby, grant and convey unto the District and to its successors or assigns and dedicate unto _____ County, State of Iowa, the right of ingress and egress to the lands of the Cooperator, situated in _____ County, State of Iowa, and more particularly described as follows, to wit:

- A. Those portions of _____

that are located in the _____ Watershed,

and to make surveys, investigations for planning improvements to effectuate the objectives of the said Act of Congress, and to observe improvements installed on said lands;

- B. Those portions of land described in "A" above that are occupied by farm land water courses which, in general, have either gullied to depths of six (6) feet or more, or which drain twenty (20) acres or more, and such adjacent areas as needed for construction operations; in general, said areas adjacent to said water courses will include the areas on which work of improvement will be accomplished and additional areas of a maximum width of 100 feet on either side,

and to construct thereon certain flood control works and improvements as determined necessary and desirable to effectuate the objects of the said Act of Congress; such works and improvements to include erosion control structures and water detention dams, improved waterways and channels, diversions and other water disposal measures; and

- C. Those parcels of the lands described in "A" above which are occupied by erosion control structures and water detention dams and additional areas fifty (50) feet in width surrounding and adjacent to said erosion control structures and water detention dams,

and to maintain thereon said erosion control structures and water detention dams which are constructed in accordance with "B" above.

- II. That the rights and easements hereby granted shall cease and terminate when the above described lands cease to be used for the purposes stated in this Agreement or upon written notice being given by the District to the Cooperator of the election of the District to terminate this Agreement, or shall cease and terminate in case construction operations do not begin on or before _____, 19__.

The Cooperator covenants that he is the owner 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: _____

- III. That the Cooperator shall pay to the District sums of money as specified and at times or intervals designated in the following sub-paragraphs:

- A. An initial payment of \$ _____ on the date of this Agreement; the District agrees to reimburse the Cooperator on a proportionate basis in case the contract cost of installing the erosion control structures and water detention dams in said _____ Watershed amounts to less than \$ _____.
- B. Additional payments in accordance with either of the two following clauses:
1. Fifteen annual payments of \$ _____ each; said payments to become due on or before each December 1st following the date the District formally notifies the Cooperator of the completion of construction operations covered by this Agreement and to become delinquent on the succeeding March 1st; said payments shall be reduced on a proportionate basis in case the contract cost of installing said erosion control structures and water detention dams in said watershed amounts to less than \$ _____.
 2. One lump-sum payment payable any time during the period of this Agreement and amounting to the total of the unpaid annual payments defined in Clause 1 above.

The District shall reimburse the Cooperator in full for payments made under this paragraph in case this Agreement is terminated before construction work is started in the aforesaid _____ Watershed.

- IV. That collections made under "III" above shall be placed in the District's "Little Sioux Fund" to be administered by the District; and that said fund may be used to cover costs and defray expenses pertaining to: (1) Maintenance of erosion control structures and water detention dams constructed on farm lands in the District and in accordance with said Act of Congress; (2) inspecting such structures and dams; (3) administration of the said fund; (4) obtaining "land title" certifications; (5) recording legal instruments; (6) refund of portions of payments that have been made to this fund; such refunds may be made in case the maintenance of said erosion control structures and water detention dams is financed partially or principally by the County or some other public body or organization, or in case the District's policies and procedures are changed to provide for such refunds; (7) the performance of other duties or the carrying out of other activities which the District determines to be necessary and desirable to effectuate the objects of the said Act of Congress.
- V. That the District, or _____ County by agreement between said County and the District, shall repair erosion control structures and water detention dams constructed on farm lands in accordance with the said Act of Congress, insofar as funds and facilities may be available for such purpose.
- VI. That the Cooperator shall maintain all improvements covered by this Agreement, except erosion control structures and water detention dams.
- VII. That in accordance with an agreement between the District and the United States Government, private contractors may be engaged to construct or install the improvements covered by this Agreement, and to remove trees, fences, etc., as necessary for construction operations. In this instance:

1. The District shall dispose of trees and similar materials, unless the Cooperator notifies the District of his desire to make use of such materials within ten (10) days after the Cooperator receives notice of the date of the beginning of construction operations.
2. The Cooperator shall construct temporary fences, as necessary, to protect the area of construction operations from livestock, etc., and to 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.
3. The District shall remove fences, as determined necessary, from the area of construction operations, and shall salvage reusable fencing materials.
4. The Cooperator shall re-establish or construct permanent fences as he determines necessary after planned improvements have been installed.
5. The District shall give at least ten days advance notice to the Cooperator of the "beginning date of construction operations" in order that the Cooperator may salvage crops and make other arrangements as desired.

VIII. That this Agreement shall be considered as a covenant running with the following described lands, and by these presents a lien is created against these lands, to wit: _____

_____ and said lien shall remain in effect until all payments, defined in Paragraph "III" of this Agreement, have been completed.

IX. That, whenever necessary, words used in this Agreement in the singular shall be construed to read in the plural, and that words used in the masculine gender shall be construed to read in the feminine.

X. That this Agreement shall be and is hereby declared to be non-negotiable and non-transferable and may not be assigned, sold, or hypothecated by the District.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the day and year first above written:

Cooperator

Cooperator

Cooperator

Cooperator

SOIL CONSERVATION DISTRICT

BY _____

Board of Commissioners

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF _____) ss.

On this _____ day of _____, 19____, A.D., before me, a Notary Public, personally appeared _____

to me known to be the person 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

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF _____) ss.

On this _____ day of _____, 19____, A.D., before me, a Notary Public, in and for said County, personally appeared _____, to me personally known, who being by me duly sworn did say that he is _____ of the Board of Commissioners of said _____ Soil Conservation District, a corporation under the laws of the State of Iowa, that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Commissioners and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

(NOTARIAL SEAL)

Notary Public in and for said County

EASEMENT PRIORITY AGREEMENT

For a good and valid consideration the _____ a corporation, duly incorporated under the laws of the State of _____, agrees that the easements for the purpose of constructing and maintaining improvements covered by this Agreement, granted _____ County, State of Iowa, and the District, in and to the premises described in this instrument, shall be superior to the lien of the mortgage recorded in Book _____, Page _____, of the records in the office of the Recorder of _____ County, Iowa, at _____, Iowa.

Attest: _____

BY _____

STATE OF IOWA, COUNTY OF _____) ss.

On this _____ day of _____, 19____, A.D., before me _____, a Notary Public in and for said County, personally appeared _____ and _____, to me personally known, who being by me duly sworn did say that they are the _____ and _____ respectively, of the said _____, a corporation duly organized under the Laws of the State of _____, and that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and the said _____ and _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

(NOTARIAL SEAL)

Notary Public in and for said County

EASEMENT PRIORITY AGREEMENT

For a good and valid consideration _____ agrees that the easements for the purpose of constructing and maintaining improvements covered by this Agreement, granted _____ County, State of Iowa, and the District, in and to the premises described in the instrument, shall be superior to the lien of the mortgage recorded in Book _____, Page _____, of the records of the office of the Recorder of _____ County, at _____, Iowa.

STATE OF IOWA, COUNTY OF _____) ss.

On this _____ day of _____, 19____, A.D., before me, a Notary Public, in and for said County, personally appeared _____ to me known to be the person 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

IDA COUNTY SOIL CONSERVATION DISTRICT
COMMISSIONERS MEETING
May 18, 1949

So moved by Dall, seconded by Elk that the new Cooperative Agreement for Little Sioux River Watershed,—Agreement Form 3-30-49 be accepted. Motion carried.
Form attached to minutes of meeting of April 20, 1949.

COOPERATIVE AGREEMENT
LITTLE SIOUX RIVER WATERSHED

Watershed

~~Soldier Maple Valley~~
SOIL CONSERVATION DISTRICT

THIS AGREEMENT, Made and entered into this _____ day of _____, 19____, by and between the ~~Soldier Maple Valley~~ Soil Conservation District, organized under the laws of the State of Iowa, hereinafter referred to as the "District" and _____ and _____ of _____

hereinafter referred to as the "Cooperators", WITNESSETH:

WHEREAS: Through an Act of Congress, the United States of America has authorized and appropriated funds for effectuating a flood control and soil conservation program in the Little Sioux River Watershed of Iowa; and

WHEREAS: By authority of the aforesaid Act, the Secretary of Agriculture of the United States of America has assigned responsibilities for flood control operations to the Soil Conservation Service, which has set up a technical staff in the Little Sioux River Watershed to investigate the problems, develop technical plans for improvements to be installed, supervise construction of improvements and perform other technical duties as necessary to effectuate the objects of the program; and

WHEREAS: By the same authority the said Secretary of Agriculture has, in effect, designated the District as the local agency which is responsible for entering into contracts or agreements with the farm land owners of the Little Sioux River Watershed to secure necessary rights-of-way and other local cooperation, and for performing other duties required in order to (1) facilitate the execution of the program, and (2) establish responsibilities for the maintenance of improvements made thereby; and

WHEREAS: The District has accepted such required responsibilities and has set up policies and procedures for carrying out same; and

WHEREAS: ~~Monona~~ County and the District are cooperating or may cooperate in the construction and maintenance of flood and erosion control improvements authorized by the said Act of Congress; and

WHEREAS: The Cooperator recognizes that certain benefits will accrue to the lands described herein and desires to enter into an agreement with the District for the purpose of effectuating the objects of the said Act of Congress on such lands and, by the provisions herein, of guaranteeing to the District the payment of certain sums of money, the conveyance of certain rights-of-way, and the acceptance of other responsibilities.

THEREFORE, IT IS MUTUALLY AGREED:

- I. That the Cooperator, in consideration of the mutual covenants and agreements expressed herein, shall grant and convey, and by these presents the Cooperator does, hereby, grant and convey unto the District and to its successors or assigns and dedicate unto ~~Monona~~ County, State of Iowa, the right to enter upon the lands of the Cooperator, situated in ~~Monona~~ County, State of Iowa, and more particularly described in Items A and B, as follows, to wit:

A. Those portions of _____

that are located in the _____ Watershed, and that are occupied by the farm land watercourses which, in general, have either gullied to depths of six feet or more, or which drain twenty acres or more, and such adjacent areas as needed for construction operations; in general, said areas adjacent to said watercourses will include the areas on which work of improvement will be accomplished and additional areas of a maximum width of 100 feet on either side,

and to construct thereon certain flood control works and improvements as determined necessary and desirable to effectuate the objects of the said Act of Congress; such works and improvements to include erosion control structures and water detention dams, improved waterways and channels, diversions and other water disposal measures; and

- B. Those parcels of the lands described in "A" above which are occupied by erosion control structures and water detention dams and additional areas fifty (50) feet in width surrounding and adjacent to said erosion control structures and water detention dams,

and to maintain thereon said erosion control structures and water detention dams which are constructed in accordance with "A" above.

COOPERATIVE AGREEMENT
LITTLE SIOUX RIVER WATERSHED

Watershed

~~Soldier Maple Valley~~
SOIL CONSERVATION DISTRICT

THIS AGREEMENT, Made and entered into this _____ day of _____, 19____, by and between the ~~Soldier Maple Valley~~ Soil Conservation District, organized under the laws of the State of Iowa, hereinafter referred to as the "District" and _____ and _____ of _____

hereinafter referred to as the "Cooperators", WITNESSETH:

WHEREAS: Through an Act of Congress, the United States of America has authorized and appropriated funds for effectuating a flood control and soil conservation program in the Little Sioux River Watershed of Iowa; and

WHEREAS: By authority of the aforesaid Act, the Secretary of Agriculture of the United States of America has assigned responsibilities for flood control operations to the Soil Conservation Service, which has set up a technical staff in the Little Sioux River Watershed to investigate the problems, develop technical plans for improvements to be installed, supervise construction of improvements and perform other technical duties as necessary to effectuate the objects of the program; and

WHEREAS: By the same authority the said Secretary of Agriculture has, in effect, designated the District as the local agency which is responsible for entering into contracts or agreements with the farm land owners of the Little Sioux River Watershed to secure necessary rights-of-way and other local cooperation, and for performing other duties required in order to (1) facilitate the execution of the program, and (2) establish responsibilities for the maintenance of improvements made thereby; and

WHEREAS: The District has accepted such required responsibilities and has set up policies and procedures for carrying out same; and

WHEREAS: ~~Monona~~ County and the District are cooperating or may cooperate in the construction and maintenance of flood and erosion control improvements authorized by the said Act of Congress; and

WHEREAS: The Cooperator recognizes that certain benefits will accrue to the lands described herein and desires to enter into an agreement with the District for the purpose of effectuating the objects of the said Act of Congress on such lands and, by the provisions herein, of guaranteeing to the District the payment of certain sums of money, the conveyance of certain rights-of-way, and the acceptance of other responsibilities.

THEREFORE, IT IS MUTUALLY AGREED:

- I. That the Cooperator, in consideration of the mutual covenants and agreements expressed herein, shall grant and convey, and by these presents the Cooperator does, hereby, grant and convey unto the District and to its successors or assigns and dedicate unto ~~Monona~~ County, State of Iowa, the right to enter upon the lands of the Cooperator, situated in ~~Monona~~ County, State of Iowa, and more particularly described in Items A and B, as follows, to wit:

A. Those portions of _____

that are located in the _____ Watershed, and that are occupied by the farm land watercourses which, in general, have either gullied to depths of six feet or more, or which drain twenty acres or more, and such adjacent areas as needed for construction operations; in general, said areas adjacent to said watercourses will include the areas on which work of improvement will be accomplished and additional areas of a maximum width of 100 feet on either side,

and to construct thereon certain flood control works and improvements as determined necessary and desirable to effectuate the objects of the said Act of Congress; such works and improvements to include erosion control structures and water detention dams, improved waterways and chamels, diversions and other water disposal measures; and

- B. Those parcels of the lands described in "A" above which are occupied by erosion control structures and water detention dams and additional areas fifty (50) feet in width surrounding and adjacent to said erosion control structures and water detention dams,

and to maintain thereon said erosion control structures and water detention dams which are constructed in accordance with "A" above.

It is further understood and agreed that the rights and easements hereby granted shall cease and terminate when the above described lands cease to be used for the purposes stated in this Agreement or upon written notice being given by the District to the cooperator of the election of the District to terminate this Agreement; or shall cease and terminate in case construction operations do not begin on or before _____, 19__.

The District shall reimburse the Cooperator in full for payments made in accordance with Paragraph II below in case this Agreement is terminated because construction operation are not started on or before the above specified date.

The Cooperator covenants that he is the owner 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:

-
- I. That the Cooperator shall pay to the District sums of money as specified and at times or intervals designated in the following sub-paragraphs:
- A. An initial payment of \$ _____ on the date of this agreement; the District agrees to reimburse the Cooperator on a pro rata basis in case the contract cost of installing the erosion control structures and water detention dams in said _____ Watershed amounts to less than \$ _____.
- B. Additional payments in accordance with either of the two following clauses:
1. Fifteen annual payments of \$ _____ each; said payments to become due on or before each December 1st following the date the District formally notifies the Cooperator of the completion of construction operations covered by this Agreement and to become delinquent on the succeeding March 1st; said payments shall be reduced on a pro-rated basis in case the contract cost of installing said erosion control structures and water detention dams amount to less than \$ _____.
 2. One lump-sum payment payable any time during the period of this Agreement and amounting to the total of the unpaid annual payments defined in Clause 1 above.
- IV. That by agreement between said County and the District, shall repair erosion control structures and water detention dams constructed on farm lands in accordance with the said Act of Congress, insofar as funds and facilities may be available for such purpose.
- V. That the Cooperator shall maintain all improvements covered by this Agreement, except erosion control structures and water detention dams.
- VI. That in accordance with an agreement between the District and the United States Government, private contractors may be engaged to construct or install the improvements covered by this Agreement, and to remove trees, fences, etc., as necessary for construction operations. In this instance:
1. The District shall dispose of trees and similar materials, unless the Cooperator notifies the District of his desire to make use of such materials within ten (10) days after the Cooperator receives notice of the date of the beginning of construction operations.
 2. The Cooperator shall construct temporary fences, as necessary, to protect the area of construction operations from livestock, etc., and to 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.
 3. The District shall remove fences, as determined necessary, from the area of construction operations, and shall salvage re-usable fencing materials.
 4. The Cooperator shall re-establish or construct permanent fences as he determines necessary after planned improvements have been installed.
 5. The District shall give at least ten days advance notice to the Cooperator of the "beginning date of construction operations" in order that the Cooperator may salvage crops and make other arrangements as desired.

VII. That this Agreement shall be considered as a covenant running with the following described lands, and by these presents a lien is created against these lands, to wit: _____

_____ and said lien shall remain in effect until all payments, defined in Paragraph "II" of this Agreement, have been completed.

VIII. That by this Agreement, Monona County, the District, and the District's agents, employees, successors or assigns, shall have free ingress and egress to, over and across the lands described in Paragraphs "I" and "VII" of this Agreement to make surveys and investigations and plan improvements to effectuate the objects of the said Act of Congress, to construct such improvements, and to observe and plan adjustments and accomplish repair work to such improvements.

IX. That, whenever necessary, words used in this Agreement in the singular shall be construed to read in the plural, and that words used in the masculine gender shall be construed to read in the feminine.

X. That this Agreement shall be and is hereby declared to be non-negotiable and non-transferable and may not be assigned, sold, or hypothecated by the District.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the day and year first above written.

Cooperator

Cooperator

Cooperator

Cooperator

SOLDIER-MAPLE VALLEY SOIL CONSERVATION DISTRICT

(CORPORATE SEAL)

BY _____

Board of Commissioners

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 _____ 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

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF _____) ss.

On this _____ day of _____, 19____, A.D., before me, a Notary Public, in and for said County, personally appeared _____ to me personally known, who being by me duly sworn did say that he is _____ of the Board of Commissioners of said Soldier-Maple Valley Soil Conservation District, a corporation under the laws of the State of Iowa, that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Commissioners and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

(NOTARIAL SEAL)

Notary Public in and for said County

EASEMENT PRIORITY AGREEMENT

For a good and valid consideration the _____ a corporation, duly incorporated under the laws of the State of _____, agrees that the easements for the purpose of constructing and maintaining improvements covered by this Agreement, granted _____ County, State of Iowa, and the District, in and to the premises described in this instrument, shall be superior to the lien of the mortgage recorded in Book _____, Page _____, of the records in the office of the Recorder of _____ County, Iowa, at _____, Iowa.

Attest: _____
BY _____

STATE OF IOWA, COUNTY OF _____) ss.

On this _____ day of _____, 19____, A.D., before me _____, a Notary Public in and said County, personally appeared _____ and _____, to me personally known, who being by me duly sworn did say that they are the _____ and _____ respectively, of the said _____ a corporation duly organized under the Laws of the State of _____, and that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and the said _____ and _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

(NOTARIAL SEAL)

Notary Public in and for said County

EASEMENT PRIORITY AGREEMENT

For a good and valid consideration _____ agrees that the easements for the purpose of constructing and maintaining improvements covered by this Agreement, granted _____ County, State of Iowa, and the District, in and to the premises described in the instrument, shall be superior to the lien of the mortgage recorded in Book _____, Page _____, of the records of the office of the Recorder of _____ County, at _____, Iowa.

STATE OF IOWA, COUNTY OF _____) ss.

On this _____ day of _____, 19____, A.D., before me, a Notary Public, in and for said County, personally appeared _____ to me known to be the person _____ 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

CONVEYANCE OF RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned
and _____ (unmarried) (husband and wife) for a good and
valuable consideration, the receipt whereof is hereby acknowledged, does hereby
grant and convey unto the _____ Soil Conservation District,
a governmental sub-division of the State of Iowa, whose principal place of business
is in _____, and to its successors or assigns,

and

the Board of Supervisors of _____ County, State of Iowa, and to its
successors or assigns,

the right to enter upon the lands of the undersigned, situated in the County of
_____, State of Iowa and more particularly described as follows:

It is understood that whenever the land covered by this grant no longer serves the purpose described
herein, or whenever the grantee(s) hereto give(s) written release to the under-
signed grantor(s) or his successors or assigns.

It is further understood that, whenever necessary, words used in this instrument
in the singular shall be construed to read in the plural and that words used in
masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this _____ day
of _____, 19____ A.D.

Signed, sealed and delivered in the
presence of:

STATE OF IOWA
COUNTY _____

On this _____ day of _____, 19____ A.D., before me, a
Notary Public in and for _____ County, Iowa, personally appeared
_____ to me known

and _____ and who executed the foregoing instrument, and acknow-
ledged that they executed the same as their voluntary act and deed.

and to maintain erosion control improvements on the above described lands, such
improvements being more particularly described as follows:

Notary Public in and for

County _____
State of Iowa

(SEAL)

My commission expires

and the District Commissioners, members of the County Board of Supervisors, or
representatives of either body, shall have free access to ingress and egress to the

above described land for the purpose of observation, planning improvements, making adjustments, or accomplishing repair work.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is understood this easement will become void and cease to remain in effect, whenever the land covered by this grant no longer serves the purposes described herein, or whenever the grantee(s) hereto give(s) written release to the undersigned grantor(s) or his successors or assigns.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this _____ day of _____, 19____, A.D.

Signed, sealed and delivered in the presence of:

STATE OF IOWA)
) SS.
_____ COUNTY)

On this _____ day of _____, 19____, A.D., before me, a notary public in and for _____ County, Iowa, personally appeared _____ and _____ to me known to be the person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

_____ and to maintain erosion control improvements on the above described lands, such improvements being more particularly described as follows:

Notary Public in and for

County
State of Iowa

(SEAL)

My commission expires _____

_____ and the District Commissioners, members of the County Board of Supervisors, or representatives of either body, shall have free access to ingress and egress to the

CONVEYANCE OF RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned _____,
and _____ (unmarried) (husband and wife) for a good and
valuable consideration, the receipt whereof is hereby acknowledged, does hereby
grant and convey unto the _____ Soil Conservation District,
a governmental sub-division of the State of Iowa, whose principal place of business
is in _____, and to its successors or assigns,

the right to enter upon the lands of the undersigned, situated in the county of _____,
State of Iowa and more particularly described as follows: ✓

and to construct erosion control improvements on the above described lands, such
improvements being more particularly described as follows:

and the District Commissioners, or their representatives, shall have free access to
ingress and egress to the above described land for the purpose of observation,

planning improvements, making adjustments, or accomplishing repair work.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is understood this easement will become void and cease to remain in effect on and after _____
Date

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this _____ day of _____, 19____, A.D.

Signed, sealed and delivered in the presence of:

STATE OF IOWA)
COUNTY) SS.

On this _____ day of _____, 19____, A.D., before me, a notary public in and for _____ County, Iowa, personally appeared _____ and _____ to me known to be the person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for

County,
State of Iowa

(SEAL)

My commission expires _____

IDA COUNTY SOIL CONSERVATION DISTRICT
COMMISSIONERS MEETING
April 7, 1948

The attached Farmer-District Receipt brought forth. So moved by Baumann, seconded by Perion; motion carried.

18
District-Farmer

R E C E I P T

(Little Sioux Watershed Flood Control Works)

Received of _____ \$ _____ for
payment to Little Sioux River Flood Control Maintenance Fund of the

_____ Soil Conservation District. Said _____

_____ Soil Conservation District agrees to refund the amount of this
payment in full to said payee in the event contracts for construction are not
awarded for planned flood control work in the so-called _____
Sub-watershed of the Little Sioux River within one year of this date.

This payment represents a portion of certain considerations agreed to in
Farmer-District Cooperative Maintenance Agreement No. _____, dated
_____, 19____, and signed by said _____
and an authorized representative of said _____ Soil
Conservation District.

Received by _____
Treasurer

_____ Soil Conservation District

Date: _____, 19____.

IDA COUNTY SOIL CONSERVATION DISTRICT
COMMISSIONERS MEETING

April 7, 1948

The attached copy of the Farmer-District Cooperative maintenance agreement was brought forth and discussed. So moved by Perion, seconded by Baumann. Motion carried.

FARMER-DISTRICT COOPERATIVE MAINTENANCE AGREEMENT

This agreement entered into by the _____ Soil Conservation District, State of Iowa, hereinafter referred to as the "District," and by _____, hereinafter referred to as the "Cooperator," as follows:

Whereas: The United States Government has authorized a flood control and soil conservation program in Iowa in the area known as the Little Sioux River Watershed, and:

Whereas: One of the requirements for Federal aid is that a cooperating agency in the State or District assume certain obligations and duties, financial and otherwise, and:

Whereas: Among the obligations of this agency is the agreement to provide for the maintenance of those flood control improvements that are constructed on farm land areas, and:

Whereas: The District has assumed these obligations in order to obtain these benefits, provided proper agreements can be obtained from the various landowners in the District, they being designated hereinafter as cooperators;

IT IS THEREFORE AGREED:

1. The cooperator will contribute to the district _____ percent (____%) of the payment described in "A" below, and _____ percent (____%) of any one of the three payments described in "B" below, as follows:

- A. An initial payment equal to three percent (3%) of the advance estimate of the contract cost of installing gully control structures on farm lands of the _____ Sub-watershed before construction operations are started; said initial payment will be adjusted to three percent (3%) of the actual contract cost of installing said gully control structures within one year after installations are completed.

It is further agreed however that said initial payment will in no event be adjusted to be more than _____.

- B. Additional contributions in accordance with any one of the following three clauses:

1. 15 annual payments, each being equal to a minimum of one-half percent ($\frac{1}{2}\%$) and a maximum of one percent (1%), as is annually determined by the district, of the actual contract cost of installing gully control structures; said payments will become due on each succeeding December first after installations are completed, and will become delinquent if not paid on or before the succeeding March first; or
2. One lump sum payment equal to twelve percent (12%) of said 'actual contract cost' of installing said 'gully control structures', on or before the first annual payment would normally become delinquent; or
3. One lump sum, equal to one percent (1%) of said 'actual contract cost' of installing said gully control structures for each unpaid annual payment described in Clause B-1.

It is further agreed however that said 'actual contract cost' of installing

IDA COUNTY SOIL CONSERVATION DISTRICT

COMMISSIONERS MEETING

April 7, 1948

The attached copy of an amendment to the Farmer-District cooperative agreement brought forth. So moved by Perion, seconded by Baumann. Motion carried.

"ENCOURAGE YOUR FRIENDS AND NEIGHBORS TO ADOPT A GOOD SOIL CONSERVATION PLAN"

Amendment to
Farmer-District Agreement No.

.....**Soil Conservation District**
State of Iowa

The parties whose names are signed below hereby agree that the above numbered farmer-district agreement is amended as follows:

Whereas: Flood Control improvements, including waterways, channels, diversions, permanent structures, etc., are proposed to be installed in the Perion Watershed FIL-1 approximately in accordance with a plan in the district's file, and

Whereas: Part or all of the cooperator drains into and is a part of this watershed and may effect or be effected by such improvements:

IT IS THEREFORE AGREED THAT

1. The termination date will be extended to December 31, 1963.
2. The cooperator will maintain all such improvements except permanent structures, as are installed if any, on his lands in an effective manner so far as possible, (maintenance of the permanent structures will be arranged for by the district).

The original agreement as listed above shall remain in full force and effect, except for those changes made necessary by this amendment.

This amendment is to take effect on the date of the last signature hereto.

SIGNATURES:

.....(Owner-Operator) Date:.....

.....(Owner-Operator) Date:.....

.....(Owner-Operator) Date:.....

.....**Soil Conservation District**

By:..... Date:.....
District Commissioner.

IDA COUNTY SOIL CONSERVATION DISTRICT
COMMISSIONERS MEETING
January 21, 1948

So moved by Baumann, seconded by Perion, that the Revised Supplemental work plan adopted at the meeting of April 15, 1947 and signed April 16, 1947 be recinded and the new amendment to District Program and Work Plan for Flood Control Assistance in Little Sioux Watershed, recommended by Little Sioux Works Committee, December 1947 be adopted in its place and that Chairman and Secretary authorized to sign the same. Motion carried.

IDA COUNTY SOIL CONSERVATION DISTRICT
COMMISSIONERS MEETING
April 7, 1948

So moved by Baumann, seconded by Perion that in the Farmer-District Cooperative Maintenance agreement that in no case will more than \$1.50 per acre be collected as the initial payment of 3%, nor more than 50¢ per acre be collected on any subsequent annual payments of 1% based on total watershed area. Motion carried.

IDA COUNTY SOIL CONSERVATION DISTRICT
Commissioners Meeting
July 22, 1949

Moved by Dall, that the Ida County Soil Conservation District work plan be amended to read: The cooperator's involved in a watershed job shall be required to make an initial payment to maintenance fund of 3% of contract cost and not to exceed \$1.00 (one) per acre. Seconded by Elk, motion carried.

Void: see
document no. 24

AMENDMENT TO DISTRICT PROGRAM AND WORK PLAN
FOR

Ida County

COUNTY SOIL CONSERVATION DISTRICT
STATE OF IOWA

FOR FLOOD CONTROL ASSISTANCE IN LITTLE SIOUX WATERSHED

The district's work plan and program is herein amended to cover policies and procedures that will be used in connection with Flood Control assistance which the district will make available to land owners and others of the district who own land in the Little Sioux Watershed. These policies and procedures have been developed to carry out planning, application, or construction, and maintenance of the remedial flood control program as authorized for the Little Sioux Watershed in House Document #268 of the 78th Congress.

The District will provide authorized flood control assistance to 'sub-watershed' groups of land owners; in this instance, a 'sub-watershed' is considered to be an area of land which contributes run-off to a common water disposal system and which can be treated without immediate regard to adjacent land areas. The district will consider all lands to fall within two classes for prosecuting flood control work, namely:

1. 'Farm lands' or those lands which are primarily used for agriculture; and
2. 'Non-farm lands' or those lands which are not primarily used for agriculture.

Farmer-District Cooperative Agreements (farm conservation plans with flood control features included and other cooperate agreements as deemed necessary will be executed by the District and respective land owners to plan and install authorized flood control work.

The District will maintain or arrange for the maintenance of all gully control structures installed through flood control authority. In general, this maintenance will be provided for in agreements or 'Memoranda of Understanding' between the district and its cooperators, as follows:

The maintenance of gully control structures installed on 'non-farm lands' will be the responsibility of those respective owners:

Maintenance of gully control structures installed on 'farm lands' will be accomplished by:

- (a) The County Board of Supervisors providing funds and doing repair work, in so far as enabling state legislation will permit; or

- (b) The respective sub-watershed group of farm land owners furnishing funds which the district will use for repair work.

The District will provide such technical and other assistance as it may have available to aid with inspection and planning of repairs on all gully control structures.

Priorities for Use of Flood Control Assistance

It is the overall responsibility of the 'Little Sioux Works Committee' to establish "priorities for flood control assistance" within the Little Sioux Watershed. The Little Sioux Works Committee has determined that 'priorities for flood control assistance' will be established primarily on the basis of:

- I. The percentage of participation (sub-watersheds will not be considered until at least 70% of the sub-watershed area is under 'Farmer-District Agreement'),
- II. The quality of the farm conservation programs which have been planned for the sub-watershed area in question; and
- III. The percentage or amount of conservation practices that have been applied in the sub-watershed.

The District will periodically determine the eligibility (for flood control assistance) of sub-watersheds within its area upon a similar basis and submit its determinations along with pertinent data and recommendations to the Little Sioux Works Committee to aid the committee in setting up priorities for use of flood control assistance.

Local Cooperation

The District will use such Cooperative Agreements and other suitable contracts as needed to establish responsibilities of all parties participating in the planning, applying, and maintaining of flood control work;

- I. Owners of 'farm lands' will:
 - A. Enter into 15-year Farmer-District Cooperative Agreements with the District for the planning, applying, and maintaining of soil conservation programs on their respective 'farm lands'; such agreements will continue to remain in effect after the 15-year period unless terminated by either party giving written notice to the other at least sixty days in advance of a desired termination date.
 - B. Provide, or cooperate with other land owners in securing rights-of-way as required for constructing and maintaining flood control work on 'farm lands';
 - C. Cooperate in construction and maintenance of flood measures by:
(When County Boards of Supervisors will provide funds and accomplish maintenance, in so far as enabling state legislation will permit)

Contributing to the District, in cash, an amount equal to one percent (1%) of the contract cost of installing gully control structures on both 'farm lands' and 'non-farm lands'; said contributions will be made before construction operations are started and based on advance estimates of said 'contract costs', and will be adjusted to said one percent (1%) of said 'contract costs' within one year after installations are completed; or

(When respective land owners will be required to furnish funds which the District will use to accomplish maintenance)

Contributing to the District, before construction operations are started, an initial payment equal to three percent (3%) of the advance estimate of the contract cost of installing gully control structures on farm lands. Said initial payments will be adjusted to 3% of 'actual contract cost' of installing said gully control structures within one year after installations are completed; and will make further cash contributions in accordance with one of the following clauses:

- (a) Contribute to the district, 15 annual payments; each payment will be equal to a minimum of $\frac{1}{2}\%$ and a maximum of 1% of the actual contract cost of installing said gully control structures; payments will become due on each succeeding December 1st after installations are completed, and will become delinquent if not paid on or before the succeeding March 1st; or
 - (b) Contribute a cash lump sum, equal to 12% of said 'actual contract cost' of installing said 'gully control structures', on or before the first annual payment would normally become delinquent; or
 - (c) Contribute at any time an amount, equal to 1% of said 'actual contract cost' of installing said 'gully control structures', for each unpaid annual payment;
- D. Assume full responsibility for maintaining all farm land treatments except gully control structures;
 - E. Make inspections of farm land gully control structures and make reports of such inspections to the District as required;

II. Owners of 'non-farm lands' will:

- A. Enter into necessary "Memoranda of Understanding", agreements and contracts as required for planning, constructing, and maintaining flood control work on non-farm lands;
- B. Use assistance made available by the District in the manners and for the purposes intended;
- C. Provide rights-of-way as needed for construction of flood control work;

- D. Contribute an amount equal to one-half ($\frac{1}{2}$) of the contract cost of placing earth fills which are used as, or in connection with, flood control structures that are constructed on non-farm lands. Based on available cost estimates of placing said earth fills, the respective cooperating party or parties shall make said contributions to the District before construction work is started; adjustments in the amounts of such contributions will be made in the terms set up for cooperation on succeeding sub-watershed jobs.
- E. Maintain all flood control work constructed on non-farm lands.
- III. (At such time as the County Board of Supervisors and the District enter into a 'Memorandum of Understanding' for maintenance of 'farm land' structures as referred to in I-C above)

The County Board of Supervisors will:

- A. Furnish funds for maintenance of said 'farm land' structures, in so far as enabling state legislation will permit; and
- B. Accomplish maintenance work by furnishing necessary labor, equipment, and materials; the District will aid with inspection work and will provide technical recommendations for repair work in so far as the district has facilities available.

AT AN OFFICIAL MEETING OF THE GOVERNING BODY HELD ON January 21, 1948,
THE DISTRICT ADOPTED THESE REVISIONS IN ITS PROGRAM AND WORK PLAN.

BY: /s/ Henry Dall DATE: January 22, 1948,
(Chairman, District Governing Body)

BY: /s/ Albert M. Murphy DATE: January 22, 1948.
(Secretary, District Governing Body)

IDA COUNTY SOIL CONSERVATION DISTRICT
COMMISSIONERS MEETING
April 15, 1947

Supplemental memo of Understanding with Flood control and program of work were submitted to the commissioners by Carl Fritzsche, district conservationist .

Moved by Perion, seconded by Baumann, that supplemental Memo of Understanding with Flood Control be approved and authorize the chairman to sign same.

Flood Control

SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING
between the
Ida County SOIL CONSERVATION DISTRICT
STATE OF IOWA

and the
SOIL CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

Statement of Purpose

The Ida County Soil Conservation District of
Iowa, and the Secretary of Agriculture, United States

Department of Agriculture, have entered into a Memorandum of Understanding, which was signed by the Secretary on the 7th day of June, 1945. That Memorandum provides a basis upon which agencies of the Department may cooperate with and furnish aid to the District.

The Flood Control Act of 1944 (58 Stat. 887) authorizes the United States Department of Agriculture to prosecute works of improvement for runoff and waterflow retardation and soil-erosion prevention in aid of flood control, hereinafter called flood control, on the Little Sioux watershed, hereinafter called the watershed, substantially in accordance with the program recommended in the survey report designated as House Document Numbered 268, 78th Congress, 1st Session. The Secretary of Agriculture has directed the Soil Conservation Service to carry out all or a portion of the work of the Department on the watershed.

The District, lying wholly or partly within the watershed, has developed its program and work plan to include provisions for flood control work applicable within the District and consistent with the watershed flood control work plan provided the District by the Service. Since the authorized flood control work in the watershed will be furthered by cooperation

between the District and the Soil Conservation Service, the District and the Service enter into this Supplemental Memorandum of Understanding.

A. What the Service Will Do

1. Make available to the District the services of such personnel, equipment, or equipment usage, materials, and labor as are needed and available for planning and constructing or applying flood control works and measures, together with the clerical assistance, transportation, and facilities which such personnel may require. Where agreed by the Service and the District to be necessary, certain of the works may be constructed by the Service for the District.
2. Acquire, develop, and manage, or arrange for the management of, such land as may be designated for acquisition through the Soil Conservation Service insofar as necessary clearances are obtained and resources are available.
3. Make available the assistance herein provided for in accordance with schedules to be supplied to the District by the Service within a reasonable time after this Supplemental Memorandum of Understanding becomes effective, and at least annually thereafter on or before July 31, for the period ending June 30 of the following calendar year. These schedules may be changed from time to time if the Service deems a change necessary, but, before making a change, the Service will consult the governing body of the District. Need for assistance will be determined mutually by the Service and the District; its availability will be determined by the Service.

B. What the District Will Do

1. Promote all reasonable works and measures for flood control within the District.
2. Enlist the cooperation and assistance of landowners and operators and

of public instrumentalities and agencies in order to further the accomplishment of flood control objectives within the District.

3. Make available to landowners and operators within the District, individually or in groups, such services, materials, and equipment as are available for use in carrying on flood control operations.

4. Plan, and construct or apply, all flood control works or measures for which the District is to be responsible, or make the necessary arrangements therefor.

5. Operate and maintain all flood control structural works for which the District is to be responsible, or arrange for the operation and maintenance thereof.

6. Acquire such easements, rights-of-way or other interests in land as may be necessary for the construction of all flood control structural works to be operated and maintained by the District, or arrange for the acquisition thereof.

7. Maintain all field equipment made available by the Service in connection with flood control work in good operating condition, and, prior to the delivery of any such equipment, submit a plan for the use thereof to the District Conservationist; permit inspection of such equipment at any reasonable time by the District Conservationist or other employees of the Service; and return any such equipment loaned to the District (a) upon termination of this Supplemental Memorandum of Understanding, (b) after thirty (30) days' written notice by the Service to the governing body of the District, asking for the return of the equipment, (c) after thirty (30) days' written notice by the District to the Service, expressing a desire to return the equipment, or (d) at any time mutually agreed upon in writing.

8. Keep records, make reports, and give receipts for materials and equipment made available pursuant to this Supplemental Memorandum of Understanding.

C. It is Further Understood

1. The effective use of public resources for flood control work involves many activities which may be classified into three classes, namely, planning, construction or application, and maintenance.
2. Service personnel and facilities will be under the supervision of the Service. The headquarters of such personnel will be at such places as the Service, after consulting the District, determines the work can be most effectively carried on. Service personnel will assist the District (1) in helping land owners and operators to prepare flood control conservation plans for farms and other units of land; (2) in aiding land owners and operators to construct and apply flood control works and measures; (3) in developing methods for maintenance of flood control works and measures; and (4) in other related activities.
3. To assure successful operation and maintenance, the District will make inspections as frequently as necessary, at least annually, and will arrange for representatives of the Service to make inspections at reasonable times.
4. In helping to construct and apply flood control works and measures, or to operate and maintain them, the District will utilize the assistance made available by the Service only (a) for authorized flood control activities within the watershed, (b) on land under a cooperative or working agreement with the District, the form of which will be acceptable to the Service, or (c) on land owned or leased by the District. The Service, through the District Conservationist, will keep the District currently informed with respect to activities for which Service assistance is authorized.
5. This Supplemental Memorandum of Understanding will be subject to all of

the provisions of the Memorandum of Understanding mentioned in the first paragraph hereof except those relating to termination, and such applicable provisions will continue in effect notwithstanding the termination of that Memorandum of Understanding.

6. This Supplemental Memorandum of Understanding will become effective upon its execution and may be terminated or modified by mutual agreement of the parties hereto.

Ida County Soil Conservation District

By /s/ Henry Dall
Chairman, District Governing Body
Henry Dall

Date January 22, 1948

The signing of this Supplemental Memorandum of Understanding on behalf of the District was authorized by a resolution of the District Governing Body adopted at a meeting held on April 15, 1947.

/s/ Albert M. Murphy
Acting Secretary, District Governing Body
Albert M. Murphy

Date January 22, 1948

H. H. Bennett, Chief
Soil Conservation Service
United States Department of Agriculture

By /s/ R. H. Musser
Regional Conservator, Soil Conservation
Service

Date February 16, 1948

IDA COUNTY SOIL CONSERVATION DISTRICT
COMMISSIONERS MEETING
March 19, 1947

The proposed supplemental District work plan was discussed. Several changes were suggested. These changes will be submitted to the District Conservationist for approval and comment.

IDA COUNTY SOIL CONSERVATION DISTRICT
COMMISSIONERS MEETING
April 15, 1947

Moved by Perion, seconded by Baumann, that the revised supplemental district work plan be approved and authorized chairman to sign same.

COPY

REVISED SUPPLEMENT TO DISTRICT PROGRAM AND WORK PLAN
for
IDA COUNTY SOIL CONSERVATION DISTRICT
State of Iowa

FLOOD CONTROL ASSISTANCE

The following revisions in the District's Program and Work Plan cover policies and procedures to be used in connection with Flood Control assistance which the District will make available to agricultural land owners and others of the District who own land in the Little Sioux Watershed. These policies and procedures have been developed to carry out the Flood Control program as authorized for the Little Sioux Watershed in House Document #268 of the 78th Congress.

District Responsibility

The District governing body or its delegated representative(s) will make Flood Control assistance available to local interests according to policies and procedures set forth herein, and in line with authority established in House Document #268 for the Watershed of the Little Sioux River of Iowa and Minnesota. These policies and procedures cover planning, application or construction, and maintenance of the remedial program which has been authorized to abate floods and related damages.

Fifteen-year Farmer-District Cooperative Agreements will be executed by the District and landowners for flood control work, except that this obligation of any landowner shall cease with a transfer of ownership. Gully control structures installed on areas primarily used for agriculture will be maintained by the District, a District-wide maintenance fund supported by owners of areas benefited by such structures and administered by the District will be used to finance the maintenance of these structures.

Priorities for Use of Assistance

The District will develop policies and procedures for determining priorities of assistance for treatment of sub-watersheds of the Little Sioux River. Cooperation will be secured through Farmer-District Agreements to treat a substantial and adequate portion of the area to be benefited before requests for assistance will be considered by the District. Priorities for Flood Control assistance to sub-watershed areas will be based on: (1) highest percentage of participation; (2) Highest quality of conservation programs planned, and (3) greatest percent of amount of programs applied.

Information and Education

The District will develop and conduct information and education programs in the interest of effective and efficient execution of the Soil Conservation Service Flood Control Work Plan for the Little Sioux Watershed. The District's information and educational activities will be planned and conducted to intensify planning and application of high quality flood control farm conservation programs in sub-watersheds of the Little Sioux River. The District's education program will inform District Cooperators and others of the importance of properly maintaining flood control work if the established control measures are to continue to operate satisfactorily.

The local cooperation for Flood Control activities will be secured with contracts or agreements between local cooperators and the District.

1. Owners of land areas primarily used for agriculture:

Will be required to make payments to a maintenance fund which the District will administer and use to maintain all farmland gully control structures which are installed in the District with Flood Control assistance. The amounts of such payments will be based on (1) contract cost of gully control structures installed in the cooperator's respective sub-watershed; (2) annual costs of maintaining the gully control structures in said watershed; (3) the balance of cash on hand in the maintenance fund as compared to the contract cost of the gully control structures which the District will maintain. An initial payment will be paid before contracts are awarded for proposed work in the sub-watershed, and an annual payment will be made as of December 1st for 15 consecutive payments however, such payments may be paid in a lump sum. Total maintenance payments are not to exceed 18% of contract cost.

The cooperator will maintain all conservation practices established on his farm, except gully control structures, that have been applied with Flood Control assistance. The cooperator will also make periodic inspections of said gully control structures and submit reports of such inspections to the District governing body.

The cooperators of the sub-watershed areas will provide the necessary right-of-way easements for installation of flood control measures and for maintenance of the gully control structures.

11. Owners or their Agents or Representatives of land areas not primarily used for agriculture:

Will be required to contribute an equivalent of fifty percent (50%) of the cost (one half of contract cost plus 18% for engineering planning and construction supervision) of placing earth fills which are used as, or in connection with, flood control structures which are constructed on land not primarily used for agriculture. Such cooperators will provide necessary rights-of-way for installation of planned flood control measures and will maintain all flood control installations constructed on respective land holdings after the District has accepted such work.

Maintenance

The District governing body will delegate maintenance responsibility for remedial treatments applied with or in connection with Flood Control assistance; such responsibility will be included in contracts or agreements with local cooperating parties. The District will develop plans and procedures to provide for maintenance of gully control structures on farm lands.

This revision or supplement to the District Program and Work Plan was adopted by the District governing body at their official meeting held on April 15, 1947.

Ida County (Iowa) Soil Conservation District

By /s/ Henry Dall
Chairman District Governing Body

/s/ Donald H. Dodge
Secretary District Governing Body

4 - 16 - 47
Date

IDA COUNTY SOIL CONSERVATION DISTRICT
COMMISSIONERS MEETING
December 3, 1946

C. C. Martin, Cherokee County Commissioner, opened the meeting and immediately turned it over to Frank Mendell who read to the group, verbatim, the proposed farmer district cooperative agreement form. George Lamp discussed the maintenance agreement.

On motion by Perion, second by Dall, the proposed agreement was tabled until the next regular meeting which is scheduled for December 18.

IDA COUNTY SOIL CONSERVATION DISTRICT
COMMISSIONERS MEETING
December 18, 1946

Motion made by Edw. Perion and seconded by J. B. Scott that the proposed Little Sioux Agreement be referred to Committee of 12 because paragraph E of farmer District Coop. Agreement is impossible. Motion unanimously carried and approved.

District Agreement No. _____

This agreement entered into by the _____ Soil Conservation District, hereinafter referred to as the "District," and by _____, hereinafter referred to as the "Cooperator":

A. THE DISTRICT HAS:

1. Assisted the cooperator in formulating a soil conservation farm plan, hereinafter referred to as the "plan" and has prepared and made available a permanent record of this plan which is on file in the District Office.

B. THE DISTRICT AGREES TO:

1. Assist in carrying out the plan by furnishing to the Cooperator such information, technical assistance and supervision and other assistance as it may have available at the time the work is to be done.
2. Furnish the Cooperator with a summary of the anticipated general effects of the application of the plan on the organization of the farm.
3. That this cooperative agreement represents the first attempt of the Soil Conservation District in securing cooperation for flood control work. We recognize that as other sub watersheds are developed here and in other Soil Conservation Districts in the Little Sioux Area it may be possible to improve this agreement. The district therefor agrees to amend this agreement or to cancel it and enter into a new one including improvements adopted by the District Commissioners.

C. THE COOPERATOR AGREES TO:

1. Carry out the provisions of the attached plan as rapidly as funds and resources will permit.
2. Maintain all conservation practices established according to the plan in an effective condition.
3. Use any materials, equipment and labor made available to the cooperator by the District in the ways and for the purposes for which they were furnished.
4. Be responsible for making periodic inspection of all gully and flood control structural works and other land treatments and for making such reports of inspection as the district governing body may require.

D. IT IS FURTHER AGREED:

1. This agreement shall take effect on the date of the last signature to it and shall remain in full force and effect until terminated on or after December 31, 19____. This agreement may be terminated after this date by either party giving written notice to the other party at least 60 days in advance of the desired termination date; or as hereinafter provided."
2. The attached plan may be changed, modified or cancelled at any time by agreement of all parties.
3. The provisions of this plan are understood by the Cooperator and the District, and neither shall be liable for damage to the other's property resulting from carrying out the plans unless damage is caused by negligence or misconduct.
4. The District Commissioners, or their representatives, shall have free access to ingress and egress to this farm for the purpose of observation, or planning improvements and adjustments or maintenance.
5. If the farm covered by this agreement is leased to a tenant, the owner agrees to include the plan as a part of the lease with the tenant.

_____(Owner-Operator) Date _____
_____(Owner-Operator) Date _____
_____(Owner-Operator) Date _____

Soil Conservation District
By _____ Date _____
District Commissioner

Signed and dated at _____, Iowa this _____ day of
_____, 19____, A. D.

Cooperator

E. IT IS FURTHER MUTUALLY AGREED:

Whereas additional assistance has been made available to the district to assist farmers in the _____ Sub-Watershed area. It is hereby further agreed as follows:

1. If during the term of this agreement any party to it ceases to have an interest in the land as owner, this agreement shall be binding upon the new owner and those covenants shall be considered as running with the land. New owner shall continue this agreement regardless of signing same.
2. This agreement shall be hereby extended from the date shown in D-1 above to December 31st, 19____.

_____(Owner) Date _____

Soil Conservation District
By _____ Date _____
District Commissioner

Signed and dated at _____, Iowa this _____ day of
_____, 19____, A.D.

Cooperator

Subscribed and sworn to before me by the said _____ and _____
this _____ day of _____, 19____ A.D.

Notary Public in and for

State of Iowa County

FARMER-DISTRICT COOPERATIVE MAINTENANCE AGREEMENT

District Agreement No. _____

This agreement entered into by the _____ Soil Conservation District, hereinafter referred to as the "District" and by _____, hereinafter referred to as the "Co-operator," as follows:

Whereas: The United States Government has authorized a flood control and soil conservation program in Iowa, known as the _____ Watershed, and:

Whereas: One of the requirements for Federal aid is that a cooperating agency in the State or District assume certain obligations and duties, financial and otherwise, and;

Whereas: Among the obligations of this agency is the agreement to furnish certain funds, materials or work, to be used in construction and the agreement to maintain same after construction, and all gully flood control structural work, herein after called gully control.

Whereas: The concerned Soil Conservation Districts will assume these obligations, in order to obtain these benefits, provided proper agreements can be obtained from the various landowners in the District, they being designated hereinafter as cooperators;

IT IS THEREFORE AGREED:

1. The Cooperator agrees to cooperate in maintenance of applied conservation program on farm lands by:
 - a. Making an initial cash contribution to a maintenance fund to be administered by the District in the interest of insuring long time effective operation of gully control installations, particularly major gully control structures. The amount of this contribution will be three percent (3%) of the advance estimate of contract costs of structures planned for farm lands in the _____ Sub-Watershed and will be placed in escrow before contract for construction is awarded. This contribution and any others made on estimated costs will be adjusted to the actual contract costs of said gully control structures within one year after the work has been completed. Likewise the date of all payments will be adjusted to December 1st of each year.
 - b. Making an annual contribution of one-half of one percent ($1/2$ of 1%) of the contract cost as described in "a" above one year from the date the first contract is awarded and annually thereafter for a period of fourteen (14) years. When the maintenance fund becomes depleted to the extent of less than two percent (2%) of the contract cost, the annual maintenance payment shall advance not to exceed a total of one per cent.
 - c. Making additional contributions to the cost of all repairs made in gully control structures in _____ Sub-Watershed, area in excess of \$200.00 during each twelve month period. On all repairs costs exceeding \$200.00 the cooperators will contribute ten percent (10%) of the cost of repairs. In any one year, the amount of this contribution shall not exceed two percent (2%) of the contract cost of the gully control structures.
 - d. All collections made under a, b, and c above will be placed in a district wide mutual maintenance fund to be administered by the District. Any portion of this fund may be used for maintaining gully control structures on farm lands in any sub-watershed of the Little Sioux Basin in the above referred to District. These maintenance funds will only be used to maintain structures established through flood control assistance made available by the District.

- e. The contributions required under a, b, and c above will be prorated among the land owners in the _____ Sub-Watershed area as shown on the attached sheet.
2. The Cooperator further agrees to permit the district governing body or its delegated representative (s) the right of ingress and egress to all the lands of the cooperator hereinafter described which are treated through assistance made available by the District.
3. The District agrees that in the event the Legislature passes legislation for the maintenance of the structures referred to above to be taken over by some other agency, then such moneys remaining in the maintenance fund shall be prorated to all Cooperators in accordance to their contributions.
4. The District shall be responsible for making all repairs for gully control works established through flood control assistance and rendered by the district on land of the Cooperator, hereinafter described, in so far as funds are available for this purpose.
5. This agreement shall be considered as a covenant running with the land and shall continue in full force and effect until terminated on or after December 31st, 19____, by either party giving written notice to the other party at least 60 days in advance of the desired termination date; the land is described as follows: _____

It is further understood that this agreement may only be changed modified or cancelled by agreement of the parties in writing.

Signed and dated at _____, Iowa this _____ day of _____, 19____ A. D.

Cooperator

Soil Conservation District

By _____
District Commissioner

Subscribed and sworn to before me by the said _____ and _____ this _____ day of _____ 19____ A. D.

Notary Public in and for

State of Iowa _____ County

IDA COUNTY
SOIL CONSERVATION DISTRICT

Ross Baumann
Cushing, Iowa

Henry Dall
Battle Creek, Iowa

H. L. Elk
Galva, Iowa

Ida Grove, Iowa

Dear Sir:

Here is your copy of the soil conservation plan which you and the farm planning technician worked out. I want to stress that in many ways it is your plan made with the advice of the farm planner. At the time the plan was made it was the best that you and the planner could devise taking all factors into consideration, but conditions are always changing. If you feel that changes should be made in the plan to meet other changing conditions, be free to call on the farm planner to discuss these changes with you and help you to determine the best way to make the necessary adjustments.

The Ida County Soil Conservation District Office is located in the basement of the Ida Grove Post Office and the phone number is Ida Grove 31. If you fail to find anyone in, and there are no regular office hours, you can leave a message at the Farm Bureau Office or the AAA Office and they will see that we get it.

Sincerely,



Ross Baumann, Chairman

IDA COUNTY SOIL CONSERVATION DISTRICT
COMMISSIONERS MEETING
September 18, 1946

A letter of transmittal to go with Cooperator's copy of Agreement was brought before the Commissioners for approval. It was approved and is to be mimeographed with the exception of address and signature.

IDA COUNTY SOIL CONSERVATION DISTRICT
COMMISSIONERS MEETING
September 26, 1946

The usage plan of this district for Little Sioux Flood Control assistance was discussed and it was suggested that the second sentence of the section on priorities be amended as shown on the attached usage plan.

NOTE - A copy of the particular Usage Plan is included in the Minute Book following the minutes of a meeting held on September 26, 1946

IDA COUNTY SOIL CONSERVATION DISTRICT
COMMISSIONERS MEETING
March 20, 1946

Technician Kenneth Burnett discussed the type of agreement with the commissioners and Perion made motion to adopt standard agreement form and make such changes as the commissioners see fit. Perion made motion for approval of the Little Sioux Watershed resolution which was presented by Henry Dall. Motion was seconded by J. B. Scott and carried.

8.

RESOLUTION

WHEREAS representatives of the various interested Soil Conservation Districts of the State of Iowa, formed and forming, located in Cherokee, Dickinson, Plymouth, Clay, Buena Vista, Ida, Monona, Woodbury, Harrison, O'Brien, Osceola, and Sac Counties are assembled in Cherokee, Iowa, this 27th day of February, 1946, and,

WHEREAS they are interested in cooperating with the Federal Government in a project known as the Little Sioux River Watershed, under the Flood Control Act of 1936 and subsequent related legislation under the U. S. Department of Agriculture, and specifically referred to as House Document 268, and,

WHEREAS the said Soil Conservation Districts are recognized agencies in the State of Iowa, under Chapter 125.1 of the 1939 Code of Iowa, and though not having taxing powers, may contract with financially liable persons and entities, and may sue and be sued, and,

WHEREAS it is proposed that the respective Soil Conservation Districts enter into contracts with the State Highway Commission, and Boards of Supervisors of their respective counties for construction and maintenance of Major Gully-Control works upon properties under their ownership, control, or management covering a period of 15 to 20 years after the date of construction, and also with Railroad Companies, Corporations, and individuals to receive special benefits, which contracts will assure more than \$20,000 a year maintenance costs, and assure ability of the Soil Conservation Districts to perform their agreements with the Government, and,

WHEREAS these representatives are authorized to request the approval of the Secretary of Agriculture of these agencies, as acceptable agencies with which to deal.

NOW THEREFORE BE IT RESOLVED that the Chairman of this group be instructed to request of the Secretary of Agriculture his approval of the respective Soil Conservation Districts as acceptable agencies with which to deal toward the execution of the project known as the Watershed of the Little Sioux River, in Iowa, with the understanding that each district will secure contracts for the maintenance of the Major-Gully-Control Structures from the State Highway Commission, County Board of Supervisors, Railroad Companies, Corporations, or other interested parties for the maintenance of said structures for 15 to 20 years after construction, said contracts being with financially responsible persons, corporations, or tax levying bodies to secure performance of these agreements as provided by law, and being further understood that these agreements will be available to the Government at the time of or before construction of the structure concerned.

BE IT FURTHER RESOLVED that said agencies will have available the amounts necessary when needed and prior to construction any sum up to \$368,000 in cash or in enforceable contracts with financially responsible parties, or in lieu thereof to have available enforceable contracts with financially responsible parties agreements to place one-half of the earth fill required in the construction of the various dams as the projects are undertaken.

Chairman

IDA COUNTY SOIL CONSERVATION DISTRICT
COMMISSIONERS MEETING
March 20, 1946

Technician Kenneth Burnett discussed the type of agreement with the commissioners and Perion made motion to adopt standard agreement form and make such changes as the commissioners see fit. Perion made motion for approval of the Little Sioux Watershed resolution which was presented by Henry Dall. Motion was seconded by J. B. Scott and carried.

FARMER-DISTRICT COOPERATIVE AGREEMENT

District Agreement No.

.....Soil Conservation District

State of Iowa

This agreement entered into by the.....Soil Conservation District referred to below as the "District" and the undersigned, hereinafter referred to as the "Cooperator":

THE DISTRICT HAS:

1. Assisted the cooperator in formulating a soil conservation farm plan, hereinafter referred to as the "plan" and has prepared and made available a permanent record of this plan.

THE DISTRICT AGREES TO:

1. Assist in carrying out the plan by furnishing to the cooperator such information, technical assistance and supervision and other assistance as it may have available at the time the work is to be done.
2. Furnish the cooperator with a summary of the anticipated general effects of the application of the plan on the organization of the farm.

THE COOPERATOR AGREES TO:

1. Carry out the provisions of the attached plan as rapidly as funds and resources will permit.
2. Maintain all conservation practices established according to the plan in an effective condition.
3. Use any materials including planting stock and equipment requested by the cooperator and made available by the district in the ways and for the purposes for which they were furnished.

IT IS FURTHER AGREED:

1. This agreement shall take effect on the date of the last signature to it and shall remain in full force and effect until terminated (a) by mutual agreement in writing; or (b) any time on or after December 31, 19....., by either party giving written notice to the other party at least 60 days in advance of the desired termination date; or (c) as hereinafter provided.
2. If during the term of this agreement any party to it ceases to have an interest in the land as owner, tenant, or otherwise, this agreement shall become inoperative as to such party. A new owner may continue this agreement by signing same. In case of a new tenant, the owner agrees to make appropriate arrangements with him to continue the plan.
3. The attached plan may be changed at any time by agreement of all parties.
4. The provisions of this plan are understood by the cooperator and the district, and neither shall be liable for damage to the other's property resulting from carrying out the plans unless damage is caused by negligence or misconduct.
5. If the operator wilfully fails to fulfill his responsibility under this agreement, the District may, at its option, terminate this agreement and shall be entitled to recover the value of materials made available to the cooperator.

SIGNATURES:

.....(Owner-Operator) Date:.....

.....(Owner-Operator) Date:.....

.....(Owner-Operator) Date:.....

.....Soil Conservation District

By:..... Date:.....

District Commissioner.

"ENCOURAGE YOUR FRIENDS AND NEIGHBORS TO ADOPT A GOOD SOIL CONSERVATION PLAN"

IDA COUNTY SOIL CONSERVATION DISTRICT
COMMISSIONERS MEETING
May 16, 1945

Upon the motion of Perion, it was resolved that the Supplemental Memorandum between the Ida County Soil Conservation District and the United States Soil Conservation Service that the chairman and the secretary be authorized to sign the Supplemental Memorandum on behalf of the commissioners. Motion seconded by Dall and carried.

SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING

Between the

IDA COUNTY SOIL CONSERVATION DISTRICT

STATE OF Iowa

and the

SOIL CONSERVATION SERVICE

UNITED STATES DEPARTMENT OF AGRICULTURE

Statement of Purpose

The Ida County Soil Conservation District, of Ida Grove, Ida Co. Ia, and the Secretary of Agriculture, United States Department of Agriculture, have entered into a Memorandum of Understanding, which was signed by the District on the 16th day of May, 1945. That memorandum provides a basis upon which agencies of the Department may cooperate with and furnish aid to the District. Under the terms of the United States Soil Conservation Act of 1935 (Public No. 46 - 74th Congress, 49 Stat. 163), and other Acts, the Department of Agriculture, through the Soil Conservation Service, is authorized to cooperate with and to furnish aid to governmental agencies such as the District for erosion control and soil conservation work:

The District has adopted a work plan which it will keep current as a general guide to show how the District will carry on its activities. Since the work of the District will be furthered by assistance which the Service may be in a position to make available to it, the Service and the District hereby enter into this Supplemental Memorandum of Understanding, which is intended to supplement the memorandum mentioned above.

A. What the Service Will Do

1. The Service will make available to the District the services of a staff member, to be known as the District Conservationist, and the services of other staff members if needed and available, together with the clerical assistance, transportation, and facilities which such staff members may require.

2. In addition, there are other types of assistance which the Service may from time to time be in a position to make available to the District for carrying on erosion control and soil conservation work. This additional assistance may include (a) labor, with facilitating equipment and materials; (b) field equipment, of a kind not generally owned by operators and owners of lands within the District; (c) materials, including planting materials, either (1) improved or uncommon, or (2) not generally within the economic reach of owners and operators of land within the District, or (3) not generally available in regular trade channels to owners and operators of land within the District. The amounts of these kinds of assistance which may be furnished to the District will depend upon (1) the mutual understanding of the District and the District Conservationist as to the need for the assistance and (2) the determination by the Service as to the availability thereof.

3. The Service will make available the assistance provided for in accordance with schedules which will be furnished by the Service to the District within a reasonable time after this Memorandum goes into effect, and at least annually thereafter on or before July 31, to cover the period ending the following June 30. These schedules may be changed from time to time when the Service deems a change necessary, but, before making such a change, the Service will consult the governing body of the District.

4. The Service will also try to furnish other appropriate assistance to the District, in accordance with arrangements satisfactory to both parties.

B. What the District Will Do

1. The District will determine priorities for (a) work areas, (b) formulation of individual soil conservation and erosion control plans within such areas, and (c) follow-up work essential to the carrying out of such plans.

2. In helping to carry out soil conservation and erosion control plans for farms and other units of land, the District will utilize assistance made available by the Service only (a) on land under cooperative or working agreements with the District, or (b) on land owned or leased by the District for which a plan of conservation operations has been adopted by the District. The District will use Service assistance on lands leased by it only where the term of the lease is long enough to make the effectiveness of the work reasonably certain.

3. The District will keep current records of all materials made available to it by the Service, showing the kinds and amounts used on lands covered by each cooperative or working agreement and on lands owned or leased by the District. It will obtain receipts for all such materials delivered to each cooperator. The District will have such records and receipts available for examination at any reasonable time by accredited representatives of the Service, and will submit to the Service, through the District Conservationist, within thirty (30) days after December 31 of each year, reports of the distribution of such materials for the year ending December 31.

4. The District will maintain all field equipment made available by the Service in good operating condition by making necessary repairs and by properly servicing it. Prior to delivery of any Service field equipment, the District will submit a plan for the use of such equipment to the District Conservationist. The District Conservationist and other accredited employees of the Service shall have free access to Service equipment for purposes of inspection. Any field equipment loaned to the District will be returned to the Service (a) upon the termination of this Supplemental Memorandum of Understanding, (b) after thirty (30) days' written notice by the Service to the Governing body of the District, asking for the return of the equipment, (c) after thirty (30) days' written notice by the District to the Service, expressing a desire to return the equipment or (d) at any time upon mutual consent in writing.

C. It is Further Understood

1. Service staff members, clerical assistants, and facilities shall be under the supervision of the Service. The headquarters of such Service personnel shall be at such places as the Service, after consulting the District, determines will be most effective for carrying on the work in which the Service is assisting the District.

Service staff members will assist the District (1) in making necessary surveys; (2) in helping owners and operators of lands within the District to prepare soil conservation and erosion control plans for farms and other units; (3) in explaining cooperative and working agreements and obtaining signatures thereto; (4) in aiding land owners and operators to perform operations which require technical skill beyond the experience of the individuals involved; (5) in preparing soil conservation and erosion

control plans for land owned or leased by the District, and in applying such plans; (6) in determining the adequacy of soil conservation practices which have been put into operation pursuant to soil conservation and erosion control plans; (7) in recommending necessary revisions in such plans; (8) in checking the carrying out of such plans; (9) as consultants in improving its program and in keeping the work plan current; (10) by serving, upon request, on such advisory committees as the District may establish; (11) in keeping records and preparing reports; and (12) in other related activities.

2. The District will furnish to the Service, through the District Conservationist, receipts for all Service field equipment made available to the District, at the time of the delivery of the equipment, and receipts for all Service materials made available to the District, at the time of the delivery of the materials or by the end of each schedule period. The Service will furnish to the District receipts for any equipment and materials returned by the District, at the time of their delivery to the Service.

3. In event the Service makes labor available, it will, after consultation with the governing body of the District, determine the location of the general area within which the labor may be used, and the length of time the labor is expected to assist the District. This Service will keep the District currently informed with respect to permissible labor activities. The District governing body will select from the permissible activities those which will be carried on within the District. The use of such labor shall be subject to applicable laws, rules and regulations.

4. Cooperative agreements which the Service may have entered into with landowners and operators in demonstration projects or other work areas within the District will not be affected by this Memorandum.

5. This Supplemental Memorandum of Understanding shall be subject to all the provisions of the Memorandum of Understanding hereinabove referred to, and any amendments thereof.

6. This Supplemental Memorandum of Understanding shall be effective when signed by both parties, and unless otherwise terminated shall continue in effect for the duration of the above-mentioned Memorandum of Understanding.

7. This Supplemental Memorandum of Understanding may be terminated at any time by the joint agreement of the parties, or by either party by giving sixty (60) days notice in writing to the other party.

Ida County SOIL CONSERVATION DISTRICT

By: 1st Henry Dall
Chairman, District Governing Body

Date: May 16 1945.

The signing of this Supplemental Memorandum of Understanding on behalf of the District was authorized by a resolution of the District Governing Body adopted at a meeting held on the 16 day of May 1945.

1st Donald H. Dodge
Secretary, District Governing Body

Date: May 16 1945.

H. H. Bennett, Chief

SOIL CONSERVATION SERVICE

United States Department of Agriculture

By: 1st J.N. CUTLER
Acting Regional Conservator, Soil Conservation Service

Date: June 11 1945.

IDA COUNTY SOIL CONSERVATION DISTRICT
COMMISSIONERS MEETING
May 16, 1945

On the motion of Perion it was resolved that the Memorandums of Understanding between the Ida County Soil Conservation District, the United States Department of Agriculture that the chairman and the secretary be authorized to sign the memorandums on the behalf of the commissioners. Motion was seconded by Dall and carried.

MEMORANDUM OF UNDERSTANDING

Between The

IDA COUNTY SOIL CONSERVATION DISTRICT

State of IOWA

and the

UNITED STATES DEPARTMENT OF AGRICULTURE

Statement of Purpose

The Ida County Soil Conservation District has been organized pursuant to the Soil Conservation Districts Law of 1939, as a governmental subdivision of the state, to exercise public powers in connection with soil conservation and erosion control within its boundaries, as evidenced by its certificate of due organization, a copy of which is attached.

Since its organization, the District has adopted a program outlining in general its long-time objectives, a copy of which is also attached. The District has, or may in the future have under its control, funds, services and facilities, contributed from federal, state, local, and private sources for use in carrying on its work.

The Secretary of Agriculture is authorized, under the terms of various statutes administered by the United States Department of Agriculture, *Through the Soil Conservation Service, the Farm Security Administration, the Agricultural Adjustment Agency, the Forest Service, and other agencies of the department* to cooperate with and assist soil conservation districts in

achieving erosion control and soil conservation. Such cooperation can be mutually helpful to the District and the Department in achieving their objectives.

In view of these considerations, the District and the Department desire to establish an enduring basis for such cooperation and assistance, and therefore hereby enter into this Memorandum of Understanding.

A. What the Department Will Do

The Department of Agriculture, through its various agencies, will, consistent with statutory authority and available resources, and in accordance with Departmental regulations, cooperate with and assist the District in carrying on erosion control and soil conservation work. Such assistance will be made available in accordance with Supplements to this Memorandum of Understanding, or other appropriate arrangements, to be entered into between the District and each agency of the Department cooperating with the District.

B. What the District Will Do

1. The District will prepare and adopt a work plan which it will keep current as a guide to show how it will carry on its activities in the interest of erosion control and soil conservation within the District.

2. Where the aid to be furnished by the District to owners and operators of land in carrying out conservation plans involves assistance from an agency of the Department, the District will enter into agreements with those owners and operators, fixing the responsibilities of the parties in carrying out those plans. The forms of such agreements are to be acceptable to the Departmental agency involved.

3. The District will be responsible for determining the kind and amount of erosion control and soil conservation work to be performed by it on individual farms and ranches, and for seeing that the provisions of agreements it enters into with owners and operators of land are carried out.

4. The District will provide such funds, personal services, and facilities as it is able to obtain for carrying on its work.

5. Within thirty (30) days after December 31 of each year, the District will submit to the Department of Agriculture, through the State ^{Coordinator} ~~Conservationist~~ of the Soil Conservation Service, a report on the District's activities and accomplishments for the year ending December 31. The District will keep its records in such a way that the agencies of the Department cooperating with the District may obtain adequate information as to the District activities more frequently than once a year by examining these records.

6. The District will inform all cooperating agencies of any substantial changes in its program and its work plan, in order to avoid possible conflicts in carrying out its work.

C. It Is Further Understood

1. Assistance supplied to the District will be furnished in accordance with the Departmental regulation making the types of assistance to be furnished in any state depend on the adequacy of the State Soil Conservation Districts Law in authorizing the Districts to carry out a well-rounded soil conservation program.

2. Any assistance in carrying on educational work made available to the District by Departmental agencies will be furnished in accordance with existing or future agreements between the Department or its agencies and state agencies.

3. This Memorandum shall not be construed to affect the jurisdiction of the Federal Government, or any agencies thereof, over Federally-owned lands which may lie within the boundaries of the District.

4. Neither the Department of Agriculture nor the District is bound by any obligation in this Memorandum or any Supplement thereto which will involve the expenditure of funds in excess of the amounts made available to it, or for a period in excess of that authorized by law.

5. All matters that may require administrative action or approval by any agency of the Department will be handled through the established administrative procedures of that agency and of the Department.

6. This Memorandum shall be effective when signed by both parties. It may be terminated or modified at any time by agreement of the parties, and may be terminated by either party alone by giving sixty (60) days' notice in writing to the other.

Ida County SOIL CONSERVATION DISTRICT

By 15/ Henry Dall
Chairman, District Governing Body

Date: May 16 1945

The signing of this Memorandum of Understanding was authorized by a resolution of the District Governing Body adopted at a meeting held on May 16 1945.

15/ Donald H. Dodge
Secretary, District Governing Body

Date: May 16 1945

15/ E. Wilson Cowen
Assistant War Food Administrator
Secretary of Agriculture
United States Department of Agriculture

Date: June 7 1945

MEMORANDUM OF UNDERSTANDING

between

IDA COUNTY Soil Conservation District

and

Iowa Agricultural Extension Service

It is recognized that the basic purpose of a soil conservation district is the conservation of soil and water resources and the control and prevention of erosion as set forth in the State Soil Conservation Districts Law.

The Iowa Agricultural Extension Service and the IDA COUNTY Soil Conservation District recognize that successful accomplishment can only be obtained through mutual helpfulness and that cooperation is chiefly a matter of working together to a common end.

To coordinate the efforts of the cooperating agencies, to avoid duplication, confusion of methods, and over-lapping of work, it is agreed that:

A. The Iowa Agricultural Extension Service will cooperate and provide assistance when requested by the Soil Conservation District Commissioners by:

1. Supplying information needed in the development of the district program and work plan.
2. Providing personnel needed to assist in the development, review, and any necessary revisions of the program and work plan.
3. Training personnel and local leaders in subject matter information, and in methods of procedures.
4. Suggesting plans and methods for developing and carrying out an effective educational program.
5. Providing personnel needed to assist in effectuating the educational program after it has been developed.
6. Assisting in making effective use of demonstrations that have been developed, and in correlating the efforts of agencies carrying on soil conservation activities in the district.

B. The Soil Conservation District Agrees to:

1. Submit to the Director of Extension a copy of the program and work plan prepared by the district.
2. Prepare an amendment or supplemental plan for the educational program if this is not set forth in the original program or work plan.
3. Request the kind and amount of assistance desired as far in advance as possible.
4. Make all requests for assistance in the district educational program to or through the Extension Service.
5. Submit annual report.

(Over)

C. It is mutually agreed that:

1. The kind and amount of assistance provided by the Extension Service will be agreed upon by the District Commissioners and the Extension Service. The County ~~Extension Director~~ ^{Agricultural Agent} is a member of the Extension Service and is the representative of the Extension Service in the county.
2. Neither the Extension Service nor the IDA COUNTY Soil Conservation District shall be bound by this memorandum of understanding at any time for any funds or services in excess of available appropriations or beyond the period or periods authorized by law.
3. Every effort will be made to inform other agencies of the District program and to enlist their cooperation and assistance in a unified attack on the program of soil conservation and erosion control.
4. This memorandum will serve as a basis for cooperation between the IDA COUNTY Soil Conservation District and the Iowa Agricultural Extension Service, and has been prepared in accordance with Section 8, Article 2, of Chapter 125.1, 1939 Code of Iowa.
5. This memorandum shall become effective when signed by the District Commissioners and the Extension Director and shall continue until terminated by mutual consent of the cooperating parties or until abrogated by either party by a submission of notice in writing to the other party sixty (60) days in advance of such termination. Requests for major changes shall be submitted to the other party ninety (90) days in advance of the effective date desired unless mutually agreed in writing.

Approved;

IDA COUNTYSoil Conservation District Iowa Agricultural
Extension Service,By: LSI HENRY DALL ChairmanBy: LSI R.K. BLISS
Director

Date: _____

Date: 4-25-45

IDA COUNTY SOIL CONSERVATION DISTRICT
COMMISSIONERS MEETING
March 28, 1945

Motion by Scott and seconded by Perion that the Work Plan and the Program of the Ida County Soil Conservation District be adopted and the instructions were given to Dodge, secretary of the district, to make sufficient copies of same to comply with the regulations of the State Soil Conservation office.

WORK PLAN
of the
IDA COUNTY SOIL CONSERVATION DISTRICT

Ida Grove, Iowa
March, 1945

INDEX

Ida County Soil Conservation District Work Plan

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Adoption of This District Work Plan

IDA COUNTY SOIL CONSERVATION DISTRICT WORK PLAN

This Work Plan of the Ida County Soil Conservation District presents ways and methods that will be used to meet the problems and objectives of the District.

The problems and objectives of the District previously set-out in the District Program dated March 1945 have to do with maintaining, conserving, and improving the natural resources of Ida County--especially the resources of soil and water.

By following the procedure outlined in this Work Plan, it is the aim of the District to:

Help the Ida District meet its war food production goals with a minimum wastage of soil and water.

Secure better land-use and improved soil practices in order that a permanent type of agriculture may be maintained within the Ida District.

REQUESTS FOR ASSISTANCE

Anyone wishing assistance from the District will make their application to the District in writing. The written requests will be kept on record. The requests for assistance can be made on any letter or card - or an official request card can be secured and used.

The District Commissioners are:

Henry Dall, Battle Creek, Iowa
Edw. C. Perion, Ida Grove, Iowa
J. B. Scott, Danbury, Iowa

PRIORITY OF ASSISTANCE

The priorities in giving assistance will be determined by the District Commissioners.

EDUCATIONAL PROGRAM

The District will furnish educational information and assistance to farm and city people, adults and youths.

The information will aim to make clear:

1. The soil and water conservation problems existing within the District.

2. The causes creating those problems.
3. The best methods of control
4. Experiences and results obtained by farmers in the District.

The educational assistance will include;

The presentation of information at various kinds of general meetings.

Demonstrations to show ways of actually performing control and improvement measures.

Tours to show results secured.

Exhibits, posters, and charts will be prepared and used.

Information will be furnished to papers and radio-stations on problems and solutions.

Bulletins and other circular information will be distributed.

Movies, slides, and photographs will be used.

The District will aim to provide information on farm planning which will help individual land owners or operators to make their own farm plans.

The District Commissioners will cooperate with others in educational work and soil and water problems and in turn will request assistance in educational work from all possible sources, especially from the Agricultural Extension Service.

FARM PLANNING

A major activity of the District will be to assist land owners and operators in developing suitable conservation plans for their farms and other lands. The object will be to help develop land-use plans which will maintain and improve fertility, conserve moisture, prevent erosion, and which will use each field or acre in a manner permanently suitable to that field or acre.

Farm planning will take into consideration for each individual farm a variety of agricultural ways and means, methods and practices. These will include: proper use of each class of land on the farm, soil types, degree of slope, present fertility, proper crop rotations, field rearrangements, pasture improvement, soil building treatments, drainage, contouring, terracing, diversion dikes, grassed waterways, grass headlands, grass buffers, strip cropping, vegetating of steep and waste lands, plantings of trees and shrubbery, windbreaks, woodlands, wildlife areas, water retention ponds, gully control, livestock pasturage, present and future livestock (number and kinds), livestock equipment, fencing, farm management and other

factors which can help to make the farm plan flexible, practical, economical, and profitable.

Each individual land owner or operator who cooperates with the District naturally will plan his own farm to meet his own situation and soil needs. However, upon request from the farmer the District will provide technical assistance, if such is available, to help develop phases of the plan where technical consultation or aid will be helpful.

Assistance in farm planning will be provided preferably to neighborhood groups for the reason that erosion problems often require community action in that the same problem extends beyond the boundaries of any one farm; and because each individual within a group can discuss problems to advantage with each other member of the group; and because technical assistance can be used most efficiently in groups. However, individual assistance in farm planning may be given in locations where little conservation work has been done.

PUTTING THE FARM CONSERVATION PLAN INTO EFFECT

Each individual owner and operator will assume the responsibility of putting into effect the conservation plan for his farm lands. He will put into effect through his own resources much of the plan. However, on farm plans approved by the District Commissioners, assistance will be provided when essential and available to help put the more difficult parts of the plan into effect. This assistance may be technical, or it may be equipment, material, labor, or whatever other assistance is available from the District.

As an example, the technical assistance provided by the District may be for laying out and checking terraces, diversion dikes, drainage systems, gully control structures, water retention ponds, complete water disposal systems for entire farms. It may be technical help for such things as establishing new field divisions, grass waterways, grass buffers, strip cropping, tree and shrubbery plantings. Or it may be assistance in the form of equipment, machinery or material for putting into effect the more difficult parts of the farm plan, providing such assistance is obtainable by the District officials.

Three or more years may be required for a landowner or operator to get his farm conservation plan entirely into effect. A good farm conservation plan when in full operation will have several of the following features: good land-use that fits the productive ability of the land; crop rotations that will maintain or build soil fertility; use of lime and fertilizers; utilization of crop residues (no burning of corn stalks, sweet clover, straw or other vegetation); pasture improvement methods; contour tillage of all sloping land; terraces on sloping cropland; diversion dikes to guide excess water; grass waterways; grass buffer strips; grassed headlands; water retention ponds or dams; windbreaks; plantings of trees and shrubbery on steep and waste lands for woodland and wildlife; gully structures; tile drainage; open ditch drainage; field divisions and fences rearranged for convenience in contour farming.

In order to assure best results the conservation practices put into effect on any farm will be constructed or established according to recognized standards. Such standards will be available from the District.

COOPERATIVE AGREEMENTS

As each individual cooperating with the District completes his farm plan, it will be reviewed by the District Commissioners for approval. Assistance for putting plans approved by the Commissioners into effect will be provided through a mutual cooperative "Agreement". The Agreement will state the understandings which exist between the farmer and the District. The Agreement will bear the signature of a District Commissioner and the person cooperating with the District.

COOPERATIVE AGREEMENTS

As each individual cooperating with the District completes his farm plan, it will be reviewed by the District Commissioners for approval. Assistance for putting plans approved by the Commissioners into effect will be provided through a mutual cooperative "Agreement". The agreement will state the understandings which exist between the farmer and the District. The Agreement will bear the signature of a District Commissioner and the person cooperating with the District.

SOIL CONSERVATION SURVEYS AND MAPS

The District expects to furnish technical help to make conservation survey maps of land owned or operated by each person cooperating with the District in land-planning. The map when completed for any farm or other tract of land will show the various soil types on that land, the various degrees of slope and the amount of erosion. These maps will be made on aerial photographs which show waterways, gullies, fields, trees, buildings and other features of the land.

These maps will be for use in farm planning and farm management operations, and in addition will have a variety of other values to the owner and operator.

The District in so far as technical help is available will furnish completed conservation survey maps to those who are cooperators with the District.

CLASSES OF LAND AND THEIR USE

When the conservation survey of the soil is completed on any farm, that survey will be used as a basis for classifying the land on that farm.

Several classes of land will be recognized within the District, ranging from class I to class VI. Class I land will have the least production hazards and Class VI will have the most production hazards. By production hazards is meant such factors as low fertility, steepness, erosion, stone and gravel, droughtiness, lack of drainage, and other soil problems.

The District offers the following suggestions on the use of land of the various classes:

Class I Land: - This productive level or nearly level land can be used for rotations with a heavy per cent of clean tilled crops. An example rotation is: Corn, corn, grain, meadow.

Class II Land: - This productive land needs conservation practices such as contouring, terraces, grassed waterways, drainage - then it can be used for rotations having a heavy per cent of clean tilled crops: such as corn, corn, grain, meadow.

Class III Land - This land is suitable for cultivation if intensive methods are used to build and conserve fertility. It may be rolling land will need a rotation with more years of meadow than Class I or II land. An example rotation is: corn, corn, grain, meadow, meadow, meadow with adaptable practices such as contouring, terraces and grassed waterways.

Class IV Land: - This land is suitable for only occasional or limited cultivation, and then only when the best possible practices are followed for erosion control and soil management. Usually only one crop of corn will be grown followed by grain seeded to grass or legumes.

Class V and VI Land: - This land should not be in crops. It should be in permanent vegetation such as pasture, meadow or woodland.

It is the intention of the District Commissioners to give the subject of land classification and land-use further study in order that more detailed recommendations can be suggested in future annual revisions of this Work Plan.

PRESENT WAR USE OF FARM LAND

During the present war emergency, farmers will be urged to crop their land more extensively than under ordinary situations. Along with this heavy cropping to meet war needs, the commissioners will urge the extensive use of soil conserving methods in order to save the soil, even though the fertility of that soil is being used severely.

POST WAR PROJECTS

During 1945 the commissioners will review the needs of the District to determine what soil and water projects should have prior attention immediately following the close of the present war. These post war determinations will be based upon the severity and extent of the problems existing in the District. Calculations will be made of the amount of equipment, material, and labor needed to handle these problems. Requests for assistance will be made accordingly of individuals, groups, organizations, and governmental agencies, with the thought that a special effort can be made following the war toward meeting these problems.

EXPERIMENTAL ACTIVITIES

Experimental activities connected with soil, water, land-use, and closely related problems will be carried on by the District in cooperation with the Iowa Experiment Station. As individuals or groups make their experimental needs known to the Commissioners, ways and means will be sought for carrying out the requests. Consideration will be given any soil and water activities which may result in value to the people within the District.

At present there is need for experimental attention being given to many subjects such as: soil treatment to maintain and improve fertility; utilization of crop residues; pasture improvement methods; determining varieties of grass suitable for waterways, pastures, rotations, buffers, and other uses; methods of establishing grassed waterways; weed, pest, and disease control; improvement in cultural and tillage practices; and improvement of farm machinery and equipment to facilitate conservation farming operations.

OBSERVATIONS

The District will make observations and studies of results secured from conservation farming experiences. Those experiences will be publicized in order that others may benefit from them.

FLOOD CONTROL

The District will aid in Flood Control. Methods used in controlling floods will include;

Using practices which will increase the absorption of rain where it falls.

Using retention structures to retain surplus water locally.

Controlling or guiding the movement of surplus water.

COOPERATION

The District will cooperate with, and urge cooperative action between all organizations, agencies, groups and individuals handling problems of soil, water and land-use.

REVISION OF WORK PLAN

Because new problems might arise and because new or improved solutions to problems may develop from time to time, the District Commissioners will revise this Work Plan in keeping with progress and developments whenever they deem it advisable.

REPORTS:

PERIODIC:

Annual report of progress and accomplishments will be made.

IDA COUNTY SOIL CONSERVATION DISTRICT

By _____ Chairman, District
Commissioners

Date: March __, 1945

The signing of the District Work Plan was authorized by a resolution of the District Commissioners adopted at a meeting held on March __, 1945.

SECRETARY, DISTRICT COMMISSIONERS

IDA COUNTY SOIL CONSERVATION DISTRICT
COMMISSIONERS MEETING
March 28, 1945

Motion by Scott and seconded by Perion that the Work Plan and the Program of the Ida County Soil Conservation District be adopted and the instructions were given to Dodge, secretary of the district, to make sufficient copies of same to comply with the regulations of the State Soil Conservation office.

PROGRAM
of the
IDA COUNTY SOIL CONSERVATION DISTRICT

Ida Grove, Iowa

March, 1945

PROGRAM OF IDA COUNTY SOIL CONSERVATION DISTRICT

The Ida County Soil Conservation District

The Ida County Soil Conservation District, formed under the provisions of the state of Iowa, is a legal organization of all the land owners and farm operators of Ida County. The state certificate of Organization was issued February 19, 1945. The term of one commissioner expires each two years at which time a commissioner is publically elected to fill the position. The three commissioners have complete charge of the district.

The Purpose of the Ida County Soil Conservation District

The purpose of the Ida County Soil Conservation District is to aid the people of Ida County in their problems relating to soil and water conservation. The district was born on the philosophy of helping the people help themselves on water and soil conservation problems. The district will attempt to coordinate all activities relating to soil conservation to present to the people a unified front of all government agencies and interested organizations working on the problem of water and soil conservation.

How to Obtain Assistance From the District

Assistance in soil and water conservation can be requested by anyone in person or letter. Requests should be directed to any official of the District, and inquiries will be answered promptly. All requests for assistance will be handled in the numerical order in which they are received.

District Problems

LOSS

Great quantities of water escape from the land giving force to the Maple and Soldier Rivers. The loss of water from the slopes leads to the most serious of erosion problems. Every inch of rain which escapes from a single square rod of ground amounts to 169 gallons of water. The land needs this water to maintain the normal water table, and to increase livestock and crop production. Water losses must be decreased through conservation measures.

SOIL EROSION

Soil losses have been exceedingly heavy in Ida County in the past years. These soil losses have been caused directly by

three types of soil erosion.

A. Sheet Erosion

Sheet erosion has devastated Ida County farms. Ida County topography is conducive to erosion according to a survey made in 1936 Ida County has 209,280 acres of land laying in the 5-10% slop class, and 65,920 acres of land laying in the 10-15% slop class. It's virgin soils reached to the depth of the 12-16"; however now the soils in the county have been so depleted that the surveys show that 33,920 acres of the county has an average soil depth of 8-12", 192,000 acres with an average soil depth of 4-8" and 49,280 acres with an average soil depth of 4" or less. Soil has been removed from Ida County Farms by all three forms of erosion. Sheet erosion has affected all Ida County farms but more so in the flatter territories of Silver Creek, Blaine, and Galva Townships. This is evidenced by the silted pastures and the filled fence lines, although sheet erosion is not as spectacular to the human eye as gullying, it is still very much in evidence in Ida County.

B. GULLY EROSION

Gully erosion is severe and due to poor cultural practice is becoming a serious problem. 66,560 acres of Ida County farmland has excessive gullying problems on it.

C. WIND EROSION

Wind erosion has affected some parts of Ida County but not to such an extent as the two fore mentioned type of erosion.

1. Conservation practices to control erosion

The biggest problem exists to extend the practices necessary to control erosion to the people. Conservation practices are not wide-spread throughout the county and ways and means must be found to increase greatly the amount of contouring, terracing, diversion dykes, ponding of water, gully control structures in the fields and along the highways, grassed waterways, grassed headlands, grass buffer strips, strip cropping, tree and shrubbery plantings, veg-

etating steep and waste lands, securing better land use, improved rotations, and other erosion controlling methods. The planning, application, construction, and maintenance of the above is the problem to be met.

2. Improper land Use

Too much of the land in the district is subjected to intense cropping which leads to poor fertility, a break down of the soil structure, and increased loss of soil by erosion. Rotations are generally short in length with little or no rotation pasture or hay included. Poor use of sweet clover in this area has led to the loosening of soil on the side hills and consequently to gullying. Land which should be in permanent pasture or hayland or woodland is too often kept in cultivation.

Soil Classification

The soil on each farm needs to be mapped to show type, slope, and degree of erosion in order that the classification of the land can be determined. This classification can then be used as a guide in farm planning and obtaining the proper land use.

Farm Planning and Watershed Planning

The major problem to be met is the planning of farms by land owners in such a way as to provide good land use, control erosion, moisture losses, maintain and improve soil fertility, and provide a sufficient income. Such planning is a problem for individual land owners. It is also a problem to be met by all owners with an entire water sheds to secure best results.

Rearranging of Farms

Farms are at the present too often laid out in fields of such a shape that it makes conservation practices difficult. The problem of farm rearrangement to meet the conservation program plans is difficult and is of major importance.

Fertility Problems

Soil fertility is a problem in as much as a great share of soil fertility is lost by erosion. The short rotations now in practice also rob the soil of it's wealth. Commercial fertilizers and manure are now used for the maintenance of

soil fertility, and some lime is being used in this area. Pastures are badly in need of renovation.

Cultural and Tillage Methods

The problem of improved cultural and tillage methods is one that requires constant study. Present methods need constant improvement.

Farm Management Problems

There is the problem of balancing the amount of livestock to the production of the soil. Unbalanced livestock units are quite common. There are problems to be met in weed, disease, ~~pest~~, and insect control.--which affect proper land use and soil management. There is the problem of studying, securing and distributing improved livestock and improved crops. There is need for study and experimentation on improved machinery and farm equipment.

Woodland, Windbreaks, Wildlife and Recreational Areas

There is a lack of sufficient woodland, windbreak, and wildlife areas. This problem needs attention. Another problem needing attention is the need for more and improved recreational areas.

Drainage

There are problems in the planning, construction and maintenance of drainage which need to be met for effective crop production. There are areas in need of subsurface drainage. There are areas which need surface drainage to care for surplus surface water.

Flood Control

Flood areas create a problem which calls for holding more rain on the land where it falls to prevent its run-off in the form of floods. This flood control problem affects more than the County District in that the escaping flood waters add to the height of floods further down stream.

General Problems

General problems affecting land use and soil management cover a wide and varied field and need their proportionate attention. These include such problems as farm ownership, tenant and landlord relations, farm leases, farm credits, farm improvements and other general difficulties. Highway drainage and structures, bank and road-channel erosion are problems within the District.

Information

A problem needing continuous attention is the distribution of information on the problems which confront the District, and the methods which can be followed to help solve those problems. The informational problem extends universally throughout the county among both the rural and city population, including school children and adults alike, and absentee land owners.

Getting the Job Done

A difficult problem which must be met is that of providing ways and means for getting the tasks mentioned above done. There is need for technical assistance, equipment, materials and labor for carrying on timely and effective soil and moisture conservation within the District.

OBJECTIVES OF THE DISTRICT

EDUCATIONAL

Make available to the public educational materials and assistance which will bring about a clear understanding of the soil, water, and related difficulties of the District. Make available information on the better methods of solving the soil, water, and related problems. It is intended that the information furnished will be such as to enable individuals, families, and groups to understand how to plan their land from a conservation standpoint, and how to apply necessary conservation measures.

PLANNING AND REARRANGING FARMS.

Provide assistance to landowners and operators in planning and rearranging farms and other lands for good land use and proper soil management in order to;

Maintain and build fertility

Control erosion

Conserve moisture

Put each acre of land to the use to which it is best adapted.

The less productive and steeper land should be used for permanent hay, pasture or woodlands. The moderately productive and rolling lands should be used for rotations which have as high or higher percent in meadow crops than intertilled crops.

SOIL SURVEYS AND SOIL MAPS

Make conservation surveys and maps which show the soil type, slope and degree of erosion. The conservation survey will make possible the classification of the land according to its ability to produce. The soil conservation survey maps and information will be furnished when completed to land owners and operators who are cooperators with the District.

TECHNICAL AND OTHER ASSISTANCE

Furnish technical and other types of assistance such as labor, equipment, and materials as they are needed and available. This assistance will help in furthering the objectives, needs, and accomplishments of the District.

CROP, SOIL AND FARM MANAGEMENT

Give assistance in attaining good crop, soil and farm management practice. These include good crop rotations; lime and fertilizer applications; use of crop residues and green manures; building up the organic content of the soil; pasture improvement; improved tillage practices; weed and pest controls; selection multiplication treatment and distribution of improved seeds, adjustments which lead to improved and balanced livestock units; development of wood lots and windbreaks; and other management activities.

SOIL CONSERVATION AND MOISTURE CONTENT

Provide assistance in planning, establishing, and maintaining conservation methods and practices. These include contouring; terracing; strip cropping; grassed waterways; buffer strips; grass headlands; pasture improvements; field rearrangements; tree and shrubbery plantings; water retention ponds and reservoirs; surface and subsurface drainage; large and small gully structures; and developing surplus-water disposal systems for farms and entire watersheds.

WILDLIFE AND RECREATIONAL FACILITIES

Assist in planning and developing wildlife areas. Also in developing recreational facilities within the boundaries of the District.

FLOOD CONTROL

Aid in controlling local floods, thereby helping to control floods along the larger rivers further downstream. This

includes establishing practices which retain all possible rain where it falls, plus the control or retention of the escaping surplus water.

MISCELLANEOUS

Assist in miscellaneous studies and action on problems where soil management, soil fertility, land use, soil and water conservation are involved, including such miscellaneous items as ownership, tenancy, leases, farm credits, farm improvements, farm equipment, crop and livestock improvement, cultural methods, highway erosion control and drainage.

COOPERATION

Cooperate with and urge cooperative action between all organizations, agencies, groups, and individuals handling problems of soil, water, and land-use.

REVISION OF DISTRICT PROGRAM

The Ida County Soil Conservation District Commissioners will revise and amend this District Program from time to time as need arises.

ADOPTION OF DISTRICT PROGRAM

Ida County Soil Conservation District

By _____
Henry Dall

Chairman, District Governing Body

Date _____

The signing of this District's program was authorized by a resolution of the District governing body adopted at a meeting held on _____.

By _____
D. H. Dodge
Secretary, District Governing Body

GENERAL INFORMATION REGARDING THE DISTRICT

BOUNDARIES

The district as organized comprises all of the land within Ida County except within the boundaries of incorporated towns.

AREA

Ida County has 12 townships 275,200 acres, with 1434 farms averaging 190 acres in size.

TOPOGRAPHY

The topograhpy of Ida County is that of a rolling covered plain with a wide branching network of intermittent stream valleys. The northeast and north central sections are nearly level or only gently rolling. The land slopes gently to the south west.

ELEVATION

Elevations of slope are shown by the elevations of the following towns which are located in Ida County.

Ida Grove	1225 Feet
Arthur	1282 Feet
Battle Creek	1247 Feet
Holstein	1443 Feet
Galva	1290 Feet

DRAINAGE

Ida County is drained by four rivers and their tributaries-- the Maple River entering the Northeast corner and leaving in the Southwest drains approximately 290 square miles. The Little Sioux River drains approximately 70 square miles. The Soldier River drains approximately the same and a tributary of the Boyer River, namely the Otter Creek drains about 1/5 of Hayes Township in the Southeast corner of the county.

RAINFALL

The average rainfall is 28.73 distributed as follows:

January	.89	August	3.65
February	1.04	September	3.87
March	1.29	October	1.99
April	2.26	November	1.48
May	3.74	December	.89
June	4.17		
July	3.46		

PAST SOIL CONSERVATION ACTIVITIES IN IDA COUNTY

Soil conservation has been a subject of interest to the extension personnel in Ida County for a number of years. However it wasn't until February 25th, 1941, that four demonstrational soil conservation farms were set up in cooperation with the soil conservation service. Those four farms were as follows:

1. Harry Heilman farm located in Battle Township
2. Herbert Stockfleth farm located in Garfield Twp.
3. Roy Stewart farm located in Grant Township
4. Emmert Estate located in Grant Township

Informational meetings on the subject of soil conservation has been held over a period of years stressing the need for soil conservation practices.

Contour schools have been held annually for the past two years and a terrace demonstration was held on the Gus Shirmmacher farm in Corwin Township in the fall of 1944.

In October of 1944 movement for a soil conservation district was started at a series of educational meetings held throughout the county by County Extension Director Donald H. Dodge. Petitions were circulated by 21 leaders throughout the county and on January 13 the district was voted in and the following men were elected commissioners.

1. Henry Dall, Battle Creek, chairman
2. Edw. C. Perion, Ida Grove
3. J. B. Scott, Danbury

Donald H. Dodge was appointed secretary of the district. Thus a county organization of land owners and farm operators was established to develop and handle the soil and water problems of the county.

SOIL OF THE COUNTY

The soil of Ida County are grouped as follows:

	Acreage	Percent
Marshall S. L.	179,992	62.8
Wabash Silt Loam	26,608	10.3
Marshall(Lgt. Colored)	32,832	11.9
Wabash Judson Silt Laom	24,960	9.0
Clarion Silt Loam	2,176	1.0
Waulusha Silt Loam	8,832	3.1

TEMPERATURE

Average	January	16.0	Maximum	114
Average	July	74.0	Minimum	35

Frost Dates

Average last killing frost-----May 5
Average First killing frost-----October 5

AVERAGE GROWING SEASON ----- 154

PREVAILING WINDS----- From Northwest except; in
summer from South and southwest.

Tenancy and Leases

In 1943, 35.8 per cent of the land was farmed by owners and 64.2 per cent by tenants. Leases are mainly crop, share or cash with some livestock leases.

TYPE of FARMING

The main type of agriculture is general farming--hogs, cattle, sheep, poultry, corn, ~~cots~~ soybeans, hay and pasture.

C
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Y

1.

STATE OF IOWA

OFFICE OF
THE SECRETARY OF STATE

WHEREAS, Henry Dall, Battle Creek; Edw. C. Perion, Ida Grove; and James B. Scott, Danbury, Commissioners of the IDA COUNTY SOIL CONSERVATION DISTRICT Have presented to this office an application, in the form required by law, for a certificate of organization of the IDA COUNTY SOIL CONSERVATION DISTRICT; and

WHEREAS, the said application was accompanied by a statement, from the State Soil Conservation Committee, in the form required by law; and

WHEREAS, the name proposed for the said district is not identical with that of any other soil conservation district of this state, or so nearly similar as to lead to confusion or uncertainty; and

WHEREAS, the said application and statement have been made, filed and recorded in this office as required by law;

NOW, THEREFORE, it is hereby certified that the IDA COUNTY SOIL CONSERVATION DISTRICT has been duly organized as a governmental subdivision of this State and a public body corporate and politic.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Secretary of State at the Capitol, in Des Moines, this 19th day of February, A. D. nineteen hundred and forty-five.

/s/ Wayne M. Ropes
Secretary of State

adapted at the meeting of July 16, 1965

Form 6-21-65

EASEMENT

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

(Name) (Address)

_____, Grantor(s)
(Name) (Address)

does hereby grant, bargain, sell, convey and release unto _____

_____ of _____
(Name) (Address)

and to _____ County, Iowa

its successors and assigns, Grantees, a permanent and perpetual easement in, over and upon those portions of the following described land situated within the _____ Watershed, located in the County of _____, State of _____, to wit:

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:

- 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:

1.

2.

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 _____, 19__.
2. Rights and permits herein granted to the Grantees or its authorized agents include:
 - a. Rights of ingress and egress over and upon the above described land of the Grantor(s) and any other land of the Grantor(s) adjoining said land; and
 - b. Permit to use an area of 100 feet on all sides of structures, listed in "A.1." above, for earth borrow, and storage of materials, equipment, etc., as may be needed for the purpose of enabling the District or the County to inspect and make repairs and to perpetually maintain aforesaid structures.
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 Grantees of the easement herein conveyed.
4. The Grantor(s) shall be responsible for written notification to any present 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 found.
5. The Grantee shall maintain all improvements under "A.1."
6. The Grantor(s) shall maintain all improvements under "A.2." and protect all works of improvement to the satisfaction of the Grantee.
7. The Grantees shall give at least ten days advance notice to the Grantor(s) of the "Beginning date of construction operations" in order that the Grantor(s) may, when desired, salvage crops, trees, fences, bridges, culverts, and make other arrangements as desired.
8. The Grantor(s) shall not permit alteration of any improvement installed by the terms of this easement without prior approval of the Grantees.
9. The Grantees shall remove and dispose of fences, bridges, culverts and similar materials 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 "7" above, unless otherwise notified by the Grantees.
 - a. The Grantees shall remove trees and similar materials as necessary for construction operations and shall pile such materials at points which the Grantees determine to be practical in the performance of construction work.

10. 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.
11. 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.
12. In accordance with an agreement between the District and the United States, the District 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 Grantees, the successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor(s) has executed this instrument on the _____ day of _____, 19__.

_____(SEAL) _____(SEAL)
(Signature of Grantor(s)) (Signature of Grantor(s))

_____(SEAL) _____(SEAL)
(Signature of Grantor(s)) (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

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE
Room 210 Post Office Bldg.
Sioux City, Iowa

TO: WUC's -- Cherokee, LeMars, Sioux City, Onawa, Ida Grove,
Primghar, Storm Lake, Sac City
FROM: Wallis R. Tonsfeldt, Soil Conservationist, Sioux City
SUBJECT: FLOOD PREVENTION - Little Sioux Flood Prevention Operations
Guide - Operation and Maintenance Agreement,
Exhibits 12a and 12b

At the suggestion of the State Office, paragraph B.-1.-a. on page 2 of the Operation and Maintenance Agreement has been revised. We have attempted to clarify the responsibilities of the District when it comes to final inspections and acceptance of completed work. The changed paragraph now reads as follows:

- a. Inform farmers, representatives of County Board of Supervisors and others concerned as to date of inspection of completed work and invite such people and organizations to participate. Assume full responsibility for maintaining such measures when vegetative cover has been established to the joint satisfaction of the Service and the District, and the Service is so notified in writing by the District.

Please replace the second page of Exhibits 12a and 12b with the attached.

cc: Pawlowski
Moen

Wallis R. Tonsfeldt

Exhibit 12-6

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

STATE Iowa
WATERSHED Little Sioux
SUBWATERSHED _____

LITTLE SIOUX FLOOD PREVENTION
OPERATION AND MAINTENANCE AGREEMENT

This agreement made and entered into this _____ day of _____, 19____
by and between the Soil Conservation Service, hereinafter referred to as the
"Service", and the _____ Soil Conservation District, herein-
after referred to as the "District", to establish responsibilities for operation
and maintenance of the following flood prevention improvements which are located
in _____ subwatershed:

I. The parties hereto agree as follows to the operation and maintenance of the
improvements described above:

A. The Service will:

1. Make annual inspections, between March 1 and June 30, and following
extremely heavy rainfalls to determine state of repair of all im-
provements listed above.
2. Prepare written narrative report of each inspection which will
indicate general state of repair of all improvements, and which
will particularly note location and type of repair work needed to
keep all improvements operating properly. Copy of this report
will be furnished to the District.
3. Furnish technical counsel and technical designs related to the
operation and maintenance of aforesaid improvements.

B. The District will:

1. Assume responsibility for operation and maintenance of aforesaid improvements at the time contracted work is accepted from the contractor.
 - a. Inform farmers, representatives of County Board of Supervisors and others concerned as to date of inspection of completed work and invite such people and organizations to participate. Assume full responsibility for maintaining such measures when vegetative cover has been established to the joint satisfaction of the Service and the District, and the Service is so notified in writing by the District.
2. Prohibit any aforesaid works to be altered in any manner without prior approval of the Service; prohibit installation of any improvements of any type that will reduce or obstruct proper performance of said improvements; and otherwise take necessary steps to insure that structures will function as intended.
3. Inspect said works of improvement at least annually and after each major storm to determine that all improvements are operating properly, and to make particular check as to any repair needs. Such inspections will include close observations of but not limited to:
 - a. principal spillways of structures to determine if there is any evidence of obstructions, seepage, separation of joints, cracks or breaks, or unusual settlement;
 - b. emergency spillways to determine if there is damage due to erosion, sedimentation, weeds, logs or other obstructions in the spillway;
 - c. earth fills to determine if there is unusual seepage, settlement or cracking, erosion or other damage due to rodents, wildlife or livestock; and to determine if vegetative cover is satisfactory;
 - d. constructed channels to determine if there is damage due to erosion, sediment, weeds, logs or other obstructions; and to determine if vegetative cover is satisfactory.
4. Prepare a report of each inspection performed, and furnish the Service with a copy of same; maintain a record of all maintenance work performed, and make such records available for review by the Service.
5. Perform operations and maintenance work as recommended by Service and District inspection reports; repair work will be accomplished by farmer labor and equipment, insofar as is practical; otherwise, repairs will be accomplished in the most practical way as determined by the District.

6. Provide funds for operation and maintenance; such funds to be arranged for in agreements executed by and between the District and subwatershed land owners, which agreements will provide for subwatershed land owners to make payments to the District for the establishment of a fund to be used by the District for the operation and maintenance of the works of improvement.
7. Establish responsibility for inspection, operation and maintenance of all aforesaid structures installed on non-farm lands;
 - a. agreements will be executed with cooperators who control areas on which such structures are located; a copy of such agreements will be furnished to the Service;
 - b. such agreements will provide for owners of non-farm land areas to finance and accomplish needed repair work;
 - c. District will assume responsibility for informing owners of non-farm lands of needed repair work and otherwise will provide said owners with copies of initial, annual and special inspection reports covering improvements on non-farmland areas.

C. It is mutually agreed and understood that:

1. Government Representative shall have the right of free access to inspect the works of improvement at any time.
2. Whenever possible and practical, initial, annual, and special inspections of the improvements will be made jointly by representatives of the Service, the District, the watershed farmers and other agencies or organizations primarily concerned with operation and maintenance.
3. The assistance to be furnished by the Service in carrying out inspection and providing recommendations for maintenance is contingent upon availability of funds appropriated for this purpose and shall not obligate the Government upon failure of Congress to so appropriate.
4. No member of or delegate to Congress shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision is not to be construed to extend to this agreement if made with a corporation or for its benefit.

_____ COUNTY SOIL CONSERVATION DISTRICT

By: _____

Title: _____

Date: _____

This action authorized at
an official meeting of
_____ County
Soil Conservation District
on _____,
19____, at _____,
State of Iowa.

Attest: _____
Secretary

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

By: _____

Title: State Conservationist

Date: _____

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

STATE Iowa
WATERSHED Little Sioux
SUBWATERSHED _____

LITTLE SIOUX FLOOD PREVENTION
OPERATION AND MAINTENANCE AGREEMENT

This agreement made and entered into this _____ day of _____, 19____
by and between the Soil Conservation Service, hereinafter referred to as the
"Service", and the _____ Soil Conservation District, herein-
after referred to as the "District", to establish responsibilities for operation
and maintenance of the following flood prevention improvements which are located
in _____ subwatershed:

- I. The parties hereto agree as follows to the operation and maintenance of the improvements described above:
- A. The Service will:
1. Make annual inspections, between March 1 and June 30, and following extremely heavy rainfalls to determine state of repair of all improvements listed above.
 2. Prepare written narrative report of each inspection which will indicate general state of repair of all improvements, and which will particularly note location and type of repair work needed to keep all improvements operating properly. Copy of this report will be furnished to the District.
 3. Furnish technical counsel and technical designs related to the operation and maintenance of aforesaid improvements.

B. The District will:

1. Assume responsibility for operation and maintenance of aforesaid improvements at the time contracted work is accepted from the contractor.
 - a. Inform farmers, representatives of County Board of Supervisors and others concerned as to date of inspection of completed work and invite such people and organizations to participate. Assume full responsibility for maintaining such measures when vegetative cover has been established to the joint satisfaction of the Service and the District, and the Service is so notified in writing by the District.
2. Prohibit any aforesaid works to be altered in any manner without prior approval of the Service; prohibit installation of any improvements of any type that will reduce or obstruct proper performance of said improvements; and otherwise take necessary steps to insure that structures will function as intended.
3. Inspect said works of improvement at least annually and after each major storm to determine that all improvements are operating properly, and to make particular check as to any repair needs. Such inspections will include close observations of but not limited to:
 - a. principal spillways of structures to determine if there is any evidence of obstructions, seepage, separation of joints, cracks or breaks, or unusual settlement;
 - b. emergency spillways to determine if there is damage due to erosion, sedimentation, weeds, logs or other obstructions in the spillway;
 - c. earth fills to determine if there is unusual seepage, settlement or cracking, erosion or other damage due to rodents, wildlife or livestock; and to determine if vegetative cover is satisfactory;
 - d. constructed channels to determine if there is damage due to erosion, sediment, weeds, logs or other obstructions; and to determine if vegetative cover is satisfactory.
4. Prepare a report of each inspection performed, and furnish the Service with a copy of same; maintain a record of all maintenance work performed, and make such records available for review by the Service.
5. Perform operations and maintenance work as recommended by Service and District inspection reports; repair work will be accomplished by farmer labor and equipment, insofar as is practical; otherwise, repairs will be accomplished in the most practical way as determined by the District.

6. Provide funds for operation and maintenance; such funds to be (a) furnished by _____ County board of supervisors, and as provided for in Memorandum of Understanding between the District and _____ County dated April 1, 1947 and amended March 9, 1948; and (b) provided for in agreements between the District and subwatershed land owners; such agreements will provide for securing initial (before construction starts) payments based on areas of subwatershed and installation costs of major structures, and in accord with the District's established policies for providing flood prevention assistance.
7. Establish responsibility for inspection, operation and maintenance of all aforesaid structures installed on non-farm lands;
 - a. agreements will be executed with cooperators who control areas on which such structures are located; a copy of such agreements will be furnished to the Service;
 - b. such agreements will provide for owners of non-farm land areas to finance and accomplish needed repair work;
 - c. District will assume responsibility for informing owners of non-farm lands of needed repair work and otherwise will provide said owners with copies of initial, annual and special inspection reports covering improvements on non-farmland areas.

C. It is mutually agreed and understood that:

1. Government Representative shall have the right of free access to inspect the works of improvement at any time.
2. Whenever possible and practical, initial, annual, and special inspections of the improvements will be made jointly by representatives of the Service, the District, the watershed farmers and other agencies or organizations primarily concerned with operation and maintenance.
3. The assistance to be furnished by the Service in carrying out inspection and providing recommendations for maintenance is contingent upon availability of funds appropriated for this purpose and shall not obligate the Government upon failure of Congress to so appropriate.
4. No member of or delegate to Congress shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision is not to be construed to extend to this agreement if made with a corporation or for its benefit.

_____ COUNTY SOIL CONSERVATION DISTRICT

By: _____

Title: _____

Date: _____

This action authorized at an official meeting of _____ County Soil Conservation District on _____, 19____, at _____, State of Iowa.

Attest: _____ Secretary

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

By: _____

Title: _____ State Conservationist

Date: _____