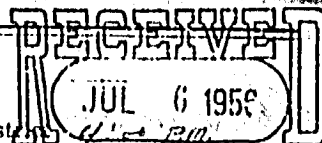


- 220-3
1. Considered September 17, 1956
 2. Name of Applicant U.S. Dept. of Fish & Wildlife Service
 3. Post Office Address Minneapolis, Minnesota
 4. Amount of water claimed 277 cfs
 5. Source of water supply Artesian Well
 6. Water to be used for Fish and Wildlife Management
~~Acres to be irrigated~~
 7. Water to be diverted and used in Charles Mix County about 1/2 miles East of LAKE ANDERSON.
 8. Proof of Publication Received Not Received ✓
 9. Application Approved Subject to
Not Approved _____
Action deferred ✓
 10. Remarks:

More info re use.

No. 220-8Water Division No. 9 Missouri River
(Blanks to be filled by the Engineer for the W. R. C.)STATE WATER RESOURCES COMM.
PIERRE, SOUTH DAKOTA

APPLICATION FOR PERMIT To Appropriate Water within the State of South Dakota

(NOTE—Draw a line through items not applicable.)

1. Name of applicant U. S. Department of the Interior - Fish and Wildlife Service
1006 West Lake Street
Postoffice address Minneapolis 8, County Hennepin, State Minnesota

I. ~~If a corporation~~(a) ~~Name of same~~(b) ~~Date and place of incorporation~~(c) ~~Amount of capital stock~~(d) ~~Amount paid in~~(e) ~~Names and addresses of directors~~

(NOTE—A certified copy of articles of incorporation must accompany the application.)

II. Method of accomplishing the work and financial resources of the applicant:

(a) Method of accomplishing work (Whether by contract, employment of others, or by direct labor)

Contract(b) ~~Cash on hand, \$~~(c) ~~Treasury stock, \$~~(d) ~~Bonds to be issued, \$~~(e) Other resources, \$ Available Federal funds.

2. Name of diversion work Artesian well
222 cfs
3. Amount of water claimed 1000 G.P.M., 222 cfs cubic feet per second
4. Source of water supply Dakota Sandstone
5. Location of point of diversion NE 1/4 Sec. 6 T 96 N, R 64 W, 5th P.M., north shore Owens Bay,
Lake Andes on _____ bank Charles Mix County.
6. Annual period or periods during which water is to be used Continuous, subject to valve control
7. To be used for:

I. ~~Irrigation or domestic use: Gravity, overhead sprinkling or combination system?~~(a) ~~Number of acres to be irrigated~~ _____ acres.(b) ~~Legal subdivisions to be irrigated~~

(NOTE—A list of lands to be irrigated, giving each subdivision and fraction with acreage thereof, should be written here, or may be appended as a part of this application. Same must also be shown on accompanying map.)

(c) ~~Statement as to domestic use (giving location, etc.)~~

II. Stockwatering, mining, milling, power, fish culture, fire protection and public recreation:

(a) Nature of use Water supply for fish and wildlife management of Owens Bay, Lake
Andes National Wildlife Refuge Name any of the above uses claimed(b) Amount of power to be generated _____ horse-power.Amount claimed for engine cooling _____(c) Location of plant _____(d) Method of developing power _____(e) Point where water will Turned to stream

Map 173-3

8. Estimated cost of work:

(a) Head-Gates \$..... (b) Pumping-plant \$.....
 (c) Flumings \$..... (d) Canals etc. \$..... Rock \$.....
 (e) Other structures well construction \$ 20,500. Fresh \$.....

9. Description of diversion works:

I. Nature of works: (Reservoir, dam, ditch, flume, pumping plant, etc.)

Direct discharge to Owens Bay, Lake Andes

II. Dimensions of works:-

(a) Dam:- Height feet; length at bottom feet; length at top
 feet; thickness at bottom feet; thickness at top
 feet; slope at front water-face; slope at back-face
 material used in construction
 (b) Reservoir:- Capacity when filled acre-feet; Surface area at highwater-
 mark acres.

DEPTH AT OUTLET- FEET	SURFACE AREA AT EACH DEPTH AT OUTLET--ACRES	FEET	ACRE- FEET CAPACITY

(c)* Head-gate:- Width feet; height feet;
 Material
 (d) Canal:- Total length miles

LOCATION BELOW HEADGATE	DEPTH	BOTTOM WIDTH	WIDTH AT WATER-LINE	GRADE PER MILE
At Mile	 feet	 feet	 feet	 feet
At Mile	 feet	 feet	 feet	 feet
At Mile	 feet	 feet	 feet	 feet
At Mile	 feet	 feet	 feet	 feet
At Mile	 feet	 feet	 feet	 feet
At Mile	 feet	 feet	 feet	 feet

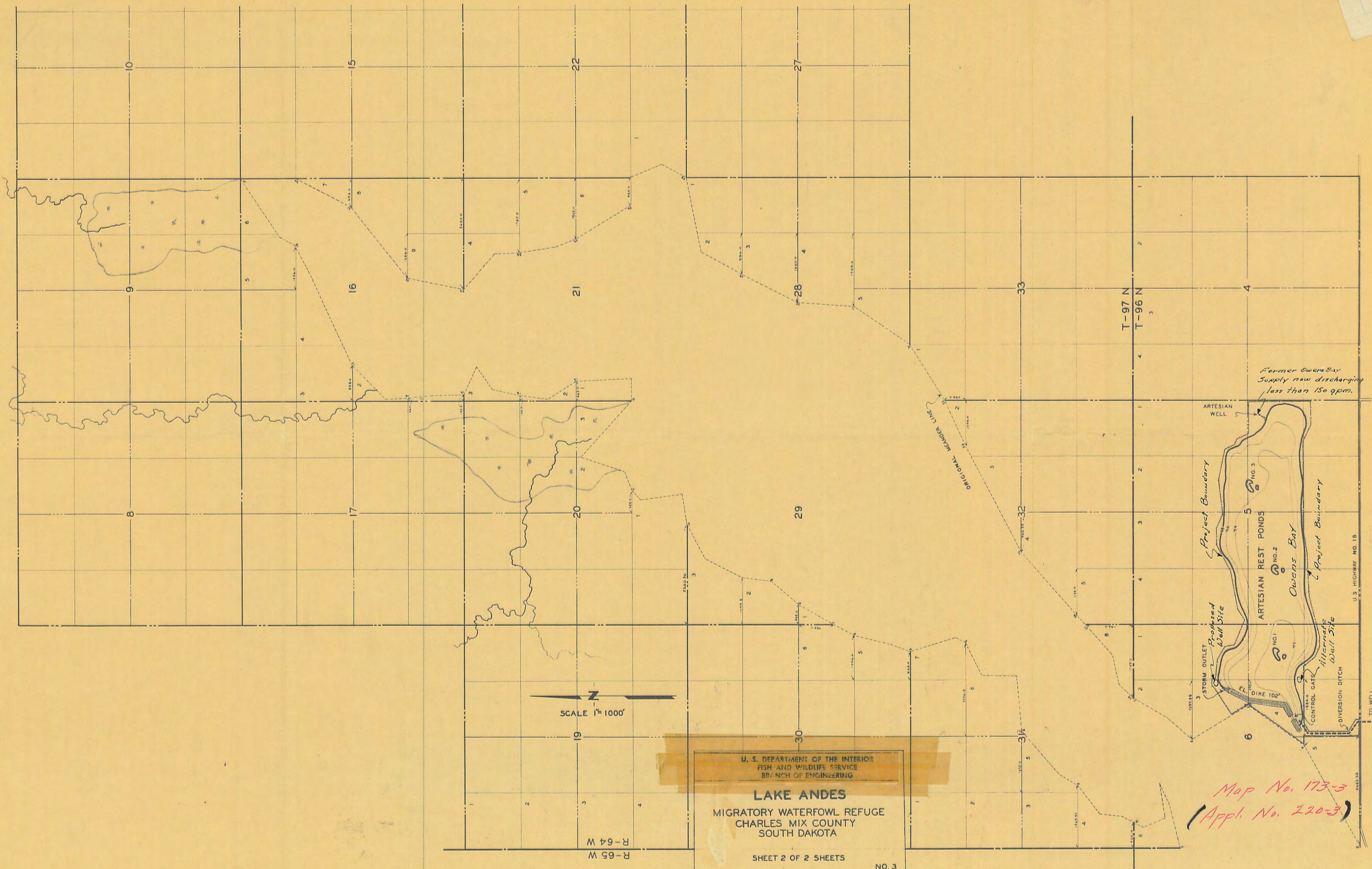
(Give dimensions where reductions in size are made.)

10. Time required for completion of work 150 days years.
 11. Time required for complete application of water to the proposed beneficial use 150 days years.
 12. Choice of newspaper for publication of notice of intention to appropriate local paper
Lake Andes, South Dakota

STATE OF SOUTH DAKOTA
 DISTRICT OF COLUMBIA
 County of City of Washington } ss.

I, John L. Parker, being first duly sworn
 on my oath depose and say: That my relation to the above described undertaking is that of owner, that I have
 read the above foregoing statement, examined the map accompanying the same, and that I know of my own
 personal knowledge that the matters therein stated and shown are true.

Signed John L. Parker
 Subscribed and sworn to before me this 27th day of June 1910
John H. B. ...
 Notary Public (or other qualified officer.)-



U. S. DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
BRANCH OF ENGINEERING

LAKE ANDES
MIGRATORY WATERFOWL REFUGE
CHARLES MIX COUNTY
SOUTH DAKOTA

SHEET 2 OF 2 SHEETS
NO. 3

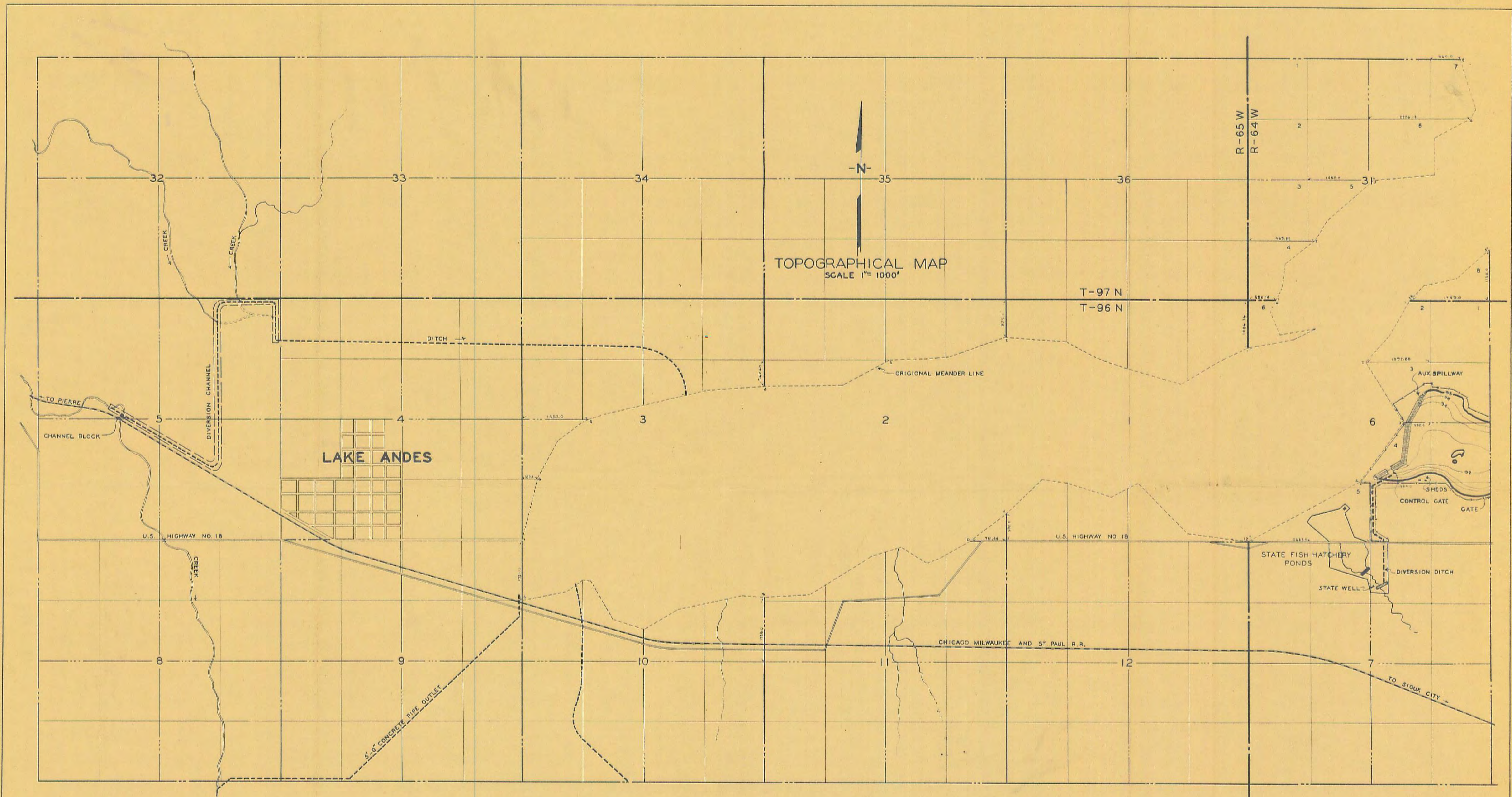
Map No. 173-3
(Appl. No. 220-3)

Former Owens Bay
Supply now discharging
less than 150 gpm.

Project Boundary

Project Boundary

R-64 W
R-65 W



Map No. 173-3
(App'l. No. 2203)

U. S. DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
BRANCH OF ENGINEERING

LAKE ANDES
MIGRATORY WATERFOWL REFUGE
CHARLES MIX COUNTY
SOUTH DAKOTA

SHEET 1 OF 2 SHEETS

NO. 3

Remarks by State Water Resources Commission:

STATE OF SOUTH DAKOTA

County of

Hughes

} ss.

Pierre, South Dakota,

July 25, 1956

This is to certify that foregoing application was received by the Commission at 4:00 o'clock

9 p.m. upon the 6 day of July, 1956

State Water Resources Commission

By:

Geo Brimer

Chief Engineer, Executive Officer

Number of permit 220-3

Date of first receipt of application July 6, 1956

Date of return to applicant for correction, amendments or changes required as follows: _____, 19____

Date of receipt of corrected application _____, 19____

Date from which applicant may claim right July 6, 1956

Approved November 13, 1956, Recorded in Book 3, Section 2 Page 19

This is to certify that we have examined the foregoing application for a permit to appropriate water of the State of South Dakota, and we hereby grant the same as stated herein, subject, however, to the following limitations and conditions:

1st. The equivalent of at least one-fifth of the work above specified is to be completed on or before _____

May 13, 1957

2nd. The whole of said work is to be completed on or before November 13, 1957

3rd. The limit of time for proof of beneficial use of water appropriated in accordance herewith is

November 13, 1958

4th. The water appropriated shall be used for the purpose of Fish and Wildlife

management

5th. The prior right of all persons who, by compliance with the laws of the State of South Dakota, have acquired a right to the use of water must not be injuriously affected by this appropriation.

6th. The amount of the appropriation herein granted shall not exceed 2.22 cubic feet per second; neither shall it exceed the capacity of the above described system of diversion works, nor the least amount of water that experience may hereafter indicate as necessary for the production of crop in the exercise of the best husbandry; and further, said appropriation must be limited to not more than one-seventieth of one cubic foot of water per second of time for each acre of land to which water is actually ~~and beneficially~~ fish and wildlife management, a. s. s. applied for irrigation on or before November 13, 1958; said water to be used during the following described annual period:

Continuously

Witness my hand this

31

day of

December, 1956

State Water Resources Commission

By:

Geo Brimer

Chief Engineer, Executive Officer

Certificate of Construction Issued _____, 19____

Water License Issued _____, 19____

HURON DRILLING INC. DRILLERS LOG

220-3

PAGE NO. 1

Lake Andes Refrge
JOB NAME

Lake Andes, So. Dak.

10/11/78

11

Raymond Kuehl

LOCATION

DATE

RIG NO.

FOREMAN

井 No.	DEPTH	TIME	REMARKS	
1	22			
2	40	12:05	0-25	Yellow clay, some gravel
3	60	1:00	10-25	Boulders
4	80	1:45	25-40	Blue clay
5	100	2:20	40-60	Blue clay
6	120	2:50	60-80	Blue clay
7	140	3:20	80-100	Blue clay
8	160	4:00	100-120	Blue clay, sand streaks
9	180	3:00	125-132	Sand, little coal
10	200	5:35	132-135	Clay
11	220	4:00	135-140	Sand
12	240	2:53	140-160	Sand and Gravel
13	260	3:30	160-180	Sand and gravel
14	280	4:50	180-200	Coarse gravel, clay mixed
15	300	6:15	200-207	Gravel
16	320	11:15	207-240	Chalk, very little shale above
17	340	12:30		Viscosity 43
18	360	1:45	265-280	Codell
19	380	2:10	280-300	Codell
20	400	2:25	300-340	Sandy
21	420	2:45	340	Shale
22	440	3:05		
23	460	3:30	468	H.S.
24	480	3:55		
25	500	4:15		360 Ft. 5" drag bit
26	520	4:35		
27	540	5:25		
28	560	6:25		Lots of Hard Shells
29	580	8:00		
30	600	8:30		Shale, some small hard shells
31	620	9:45		
32	640	10:05	620-640	Sandy
33	660	10:30	640-660	Sandy
34	680	12:50	670-680	Tuff (greenhorn) Hard shells
35	700	2:00		Tuff
36	720	2:50	Tuff	
37	740	3:40		Tuff
38	760	4:00		Sandy shale
39	780	4:20		Sandy Shale
40	800	5:10		

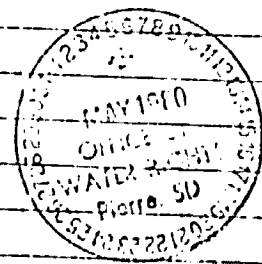
10/12/78

10/13/78

10/20/78

10/23/78

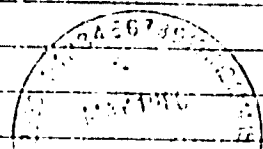
10/24/78



HURON DRILLING INC. DRILLERS LOG

PAGE NO. 2

Lake Andes ^{Refuge} JOB NAME		LOCATION		DATE	RIG NO.	FOREMAN
Jt No.	DEPTH	TIME	REMARKS			
	820	7:10	12/6/78			
	840	10:15	800-815	Shale	4 1/2" V ₂ S	
	860	12:15	815-818	Sand (Fair)	12/7/78	
	880	3:00	818-820	Shale		
	900	6:00	820-840	Shale tuff		
	920	12:45	840-860	Shale, tuff		
	933	TD	860-880	Shale, tuff		
			880-900	Shale, tuff	12/8/78	
			900-920		4 1/2" V ₂ Bit	
			920-928	Drilled a little easier after new bit		
			928	Rock		
			2 1/2 Ft. in Granite @ 2:00	Dec. 12, 1978		
			3 1/2 Ft. in Granite @ 6:00	Dec. 12, 1978		
			5 1/2 Ft. in Granite @ 4:00	Dec. 13, 1978		
			Flowed 1 G.P.M.			



Form 2A -- Wells (Supplement to Form 2)

9. (Continued)

III. Well Specifications

- (a) Hole and casing
- Size of drill hole or excavation 16" 12" , Depth 800' 200'
- Type of casing Steel
(wood, concrete, steel, etc.)
- Size of casing 12" , Thickness of casing 0.406"
- Length of casing 800' . If collection gallery, length, size and depth of gallery None
- (b) Screens
- Type of perforated screen Stainless steel or Everdur Bronze
- Size of perforated screen 6" 150'
(diameter) (length)
- Thickness of gravel pack 4" , length of gravel pack 200'
- (c) Water Bearing Materials
- Distance to water 800' . Character of water bearing materials Dakota Sandstone artesian aquifer
- Thickness of water bearing material 200'
- (d) Pump and Motor
- Type of pump (centrifugal, propeller, mixed flow, etc.)
- Name of pump , size
- Kind of motor (gasoline, electric, diesel, etc.)
- Horsepower , Name of Motor
- (e) Complete well
- Estimated static pressure 35 p.s.i.
- Est. Capacity 1000 g.p.m. at drawdown of . Estimated cost \$20,500
- (f) Owner of land upon which well is located U. S. Government
Name
- Address
- (g) Distance to nearest existing wells
- On same owner's property 320 rods. On property owned by others 240 rods

STATE OF SOUTH DAKOTA

WATER LICENSE No. . . 220-3 . . .

WHEREAS, On the 2th day of July A. D. 19 56
the United States Department of Interior-Fish and Wildlife Service
1005 West Lake Street
of Minneapolis County of Hennepin and State of
Minnesota duly made application (No. 220-3) to us for a permit to use 2.22
cubic feet per second of the waters of artesian ground water
County of Charles Mix, State of South Dakota, for fish and wildlife management
purpose; and

WHEREAS, On the 31st day of December A. D. 19 56
Permit No. 220-3 was issued to said applicant for the diversion of said water, and providing for the
completion of the works of diversion therein described on or before the 13th day of
November A. D. 19 57 and for the application to beneficial use of said
water on or before the 13th day of November A. D. 19 58
and,

WHEREAS, On the 12th day of September A. D. 19 58
the holder of said permit duly made proof of the completion of adequate works for the diversion of 2.22
cubic feet per second of said waters, as evidenced by our Certificate No. 220-3
dated October 23, 1958 confirming the completion of works of sufficient capacity for
diverting and conveying to the place of intended use 2.22 cubic feet per second of water, with date of
priority of July 6, 1955 and

WHEREAS, On the 12th day of September A. D. 19 58
proof was duly made of the application to beneficial use of 2.22 cubic feet per second of said water;
in a 280 acre pond described as the Owens Bay Unit of the Lake Andes
National Wildlife Refuge located in Sec. 5 and E $\frac{1}{2}$ Sec. 6, all in
T 96 N, R 64 W of the 5th P.M.

Remarks: The extension of time from November 13, 1957 to September
12, 1958 for completion of works is recognized by the
issuance of this Water License.

NOW, THEREFORE, By the virtue of the authority vested in us by the laws of the State of South Dakota,
We hereby grant and permit **The Department of Interior, Fish and Wildlife Service**
of **1000 West Lake St., Minneapolis, 8, Minnesota** the holder.... and owner.... of said permit No. **220-3**
a water right, dating from **July 6, 1956** to the use of **2.22**

cubic feet per second of the waters of **artesian ground water**
in the County of **Charles Mix** and State of South Dakota, or so much thereof as may be
necessary for the purposes hereinbelow mentioned, to be diverted at **In Lot 3, Sec. 6, T 96 N, R 64 W**

and conducted to and upon **the Owens Ray Unit of the Lake Andes National Wildlife**
Refuge located in Sec. 5 and the E 1/2 Sec. 6, all in T 96 N, R 64 W

for the purpose.... of **fish and wildlife management**

subject, however, to the laws of the State of South Dakota applicable to a license for the use of the waters of the
State, and subject, also to the local or community customs, rules and regulations which have been or may be
adopted from time to time by a majority of the users from a common source of supply, canal or lateral from
which such water may be taken, when such rules and regulations have for their object the economical use of such
water.

WITNESS, My hand and seal of our office at Pierre, South Dakota,
this **23rd** day of **October** A. D. Nineteen
Hundred and **Fifty-eight**

State Water Resources Commission

By:

J. W. GRIMES, Chief Engineer, Executive Officer

STATE OF SOUTH DAKOTA

Water License No. _____

To _____

Source of Supply _____

County _____

Acres _____ c. f. s. _____

Point of Diversion _____

Place of Use _____

Purpose _____

Date of Priority _____

Recorded _____

fr. Book _____ of _____ Page _____

Permit No. 220-3
Missouri
 Water Division No. 3 River Water District

Certificate of Completion of Works

TO ALL WHOM IT MAY CONCERN:

This is to Certify, That the Department of Interior-Fish and Wildlife Service
 of 1006 West Lake St., Minneapolis County of Hennepin, and State of
Minnesota, the holder of Permit No. 220-2, Issued upon Application
 No. 220-2, bearing date of priority of July 6, 1956, authorizing the diversion of
2.22 cu. ft. per second of the waters of artesian ground water
 County of Charles Mix, State of South Dakota, ~~in~~ in Lot 3, Sec. 6,
T. 96 N., R. 64 W.
 for fish and wildlife management
 purposes, has ^E fully complied with the provisions of the laws of the State of South Dakota relating to proof of
 completion of the works of diversion set out and described in said Permit; that said works are found in satisfactory
 condition for diverting and conveying to the place of intended use 2.22 cu. ft.
 per second of water; and that ~~the use of said water is described as follows,~~ ^{is} the use of said water is described as follows,
 to wit: for fish and wildlife management purposes in a 230 acre
pond described as the Owens Bay Unit of the Lake Andes National
Wildlife Refuge located in Sec. 5 and E $\frac{1}{2}$, Sec. 6 all in T 96 N,
R 64 W of the 5th P.M.

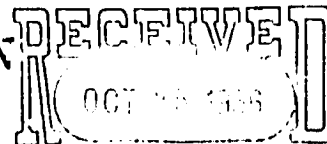
Witness my hand this 23rd day of October A. D. 1958

State Water Resources Commission

By:

J. W. GRIMES, Chief Engineer, Executive Officer

PROOF OF PUBLICATION

STATE WATER RESOURCES COMM.
PIERRE, SOUTH DAKOTASTATE OF SOUTH DAKOTA }
County Charles Mix } ss.

Arthur Breen being duly sworn, deposes and says the annexed printed copy of Notice of Intention to Appropriate Water was taken from the _____

Lake Andes _____ a newspaper which during the whole time of publication of said notice herein after stated, has been and is printed and published in the _____
Lake Andes _____ of Charles Mix _____ County of

Charles Mix _____ and State of South Dakota; that the said notice was published in said newspaper on the following dates:

August 2, 9, 16, and 23, 1956

in each and every issue of the full number thereof, the first publication being made on the 2 day of August 1956 and the last publication on the 23 day of August 1956, upon which days or times of publication aforesaid the newspaper was regularly published, and that during the whole time of said publication he was _____ the printer xx and publisher xx of the said newspaper.

Arthur P. Breen

Arthur P. Breen

Subscribed and sworn to before me this 27 day of August A. D. 1956

Nata Breen

Notary Public Charles Mix County, S. D.

APPROPRIATION OF WATER

Office of State Water Resources Commission,
Pierre, S. Dak., July 25, 1956

Notice is hereby given that the U.S. Department of Interior, Fish and Wildlife Service, whose postoffice address is Rm. 411, 1006 W. Lake St., Minneapolis 8, Minn., has made an application in accordance with the provisions of the water laws of South Dakota for a permit to appropriate for beneficial use 2.22 cubic feet of water per second of time from ground water through an artesian well, the point of diversion of which is to be located in Lot 3 of Section 6, Twp. 96 N, Range 64 W. Said water to be used for the purpose of fish and wildlife management in Sections 5 and 6, T 96 N, R 64 W.

This application will be taken up by the State Water Resources Commission at their office at Pierre for consideration upon the 17th day of September, 1956, at 2:00 P.M. All interested persons may appear and be heard.

Appropriate action will be taken by the Water Resources Commission after suitable time has elapsed for the consideration of any or all information presented.

State Water Resources Commission

By:

J.W. Grimes,
Chief Engineer,
Executive Officer
(Aug. 26-16-23)

(First Publication before August 12, 1956.)

APPROPRIATION OF WATER

Office of State Water Resources Commission,

Pierre, S. Dak., July 25, 1956

the U. S. Department of Interior,

Notice is hereby given that ~~Fish and Wildlife Service,~~ whose postoffice address is ~~P.O. Box 1006 N. Interstate,~~ **Minneapolis 6, Minn.** has made an application in accordance with

the provisions of the water laws of South Dakota for a permit to appropriate for beneficial use ~~2.72~~

cubic feet of water per second of time from ~~the ground water~~ through ~~xxx~~

~~an Artesian well~~, the point of diversion of which is to be located ~~on the~~

bank ~~xxxxxx~~ in the ~~xxxx of the 1st 3~~ of Section ~~6~~

Twp. ~~36 N.~~ Range ~~14 E.~~ Said water to be used for the purpose of ~~providing irrigation on the~~ **fish and wildlife**

~~lowing described land management in Sections 5 and 6, T 96 N, R 64 E~~

~~xxxxxx~~ ~~xxxxxx~~

This application will be taken up by the State Water Resources Commission at their office at Pierre for consideration upon the 17th day of September, 1956, at 2:00 P. M. All interested persons may appear and be heard.

Appropriate action will be taken by the Water Resources Commission after suitable time has elapsed for the consideration of any or all information presented.

State Water Resources Commission

By:

J. W. Grison, Chief Engineer, Executive Officer

cc: Mr. A. P. Green, Publisher
The Inva
Lake Andes, South Dakota



UNITED STATES
DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE

REGION 3
NORTH DAKOTA
SOUTH DAKOTA
NEBRASKA
MINNESOTA
IOWA
MISSOURI
WISCONSIN
MICHIGAN
ILLINOIS
INDIANA
OHIO

ADDRESS ONLY
THE REGIONAL DIRECTOR
FISH AND WILDLIFE SERVICE
AND REFER TO

OFFICE OF REGIONAL DIRECTOR
1006 WEST LAKE STREET
MINNEAPOLIS 8, MINNESOTA

May 22, 1956

Chief Engineer
State Water Resources Commission
Pierre, South Dakota

Dear Sir:

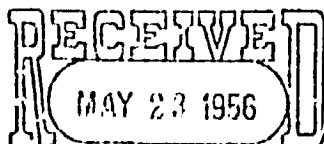
Your records will show that this Service has an artesian well located in Owens Bay, SE $\frac{1}{4}$, Section 5, T 96 N, R 64 W, Lake Andes National Wildlife Refuge. During the last few years flow in this well has gradually diminished and now practically ceased. We made an effort to ream out the well a few weeks ago only to discover the casing had disintegrated through corrosion. Also, there seems to be a permanent plug in the hole at a depth of about 700 feet. We have decided to abandon the hole and drill a new artesian well in the same vicinity.

In accordance with Chapter 431 of the South Dakota Water Code we would appreciate your furnishing us with the necessary forms and instructions required to make application for a new well. We would also appreciate construction requirements set up by the Commission under Paragraph 61.0409 of the Code. The well will not be used for domestic purposes but only for supplying the Owens Bay area. We are tentatively considering an eight-inch well capable of producing an artesian flow of 1000 g.p.m.

We would appreciate your early attention to this request since we are anxious to prepare specifications and solicit bids prior to June 15.

Sincerely yours,

Robert W. Dougall
Robert W. Dougall
Regional Engineer



STATE WATER RESOURCES COMM.
PIERRE, SOUTH DAKOTA

May 31, 1956

Mr. Robert W. Dougall, Regional Engineer
Fish and Wildlife Service
1006 West Lake Street
Minneapolis, Minnesota

Dear Mr. Dougall:

As requested in your letter of May 22, 1956, application forms, instructions, and an application check sheet are enclosed for your use in applying for a water right for a new well water supply for the Lake Andes National Wildlife Refuge.

When water rights for replacement flowing well water supplies are requested, the Water Resources Commission has established the prerequisite that any abandoned well be plugged. Proper plugging consists of permanent seals inside and outside the casing, or in the drill hole if uncased, in the stratum overlying the water bearing stratum from which water is taken and both above and below each artesian pressure water bearing stratum between the aquifer tapped and the ground surface. When making application for a water right covering the yield of the new well, please state the method and material to be used in permanently plugging the existing well.

No general construction standards for wells, as provided in Section 61.0409, Chap. 431, Session Laws of 1955, have been issued by the Commission. Decisions of the Commission in this respect are based upon the proposals furnished by water right applicants. If you intend to tap the Dakota formation for water through your new well, any workmanlike method and materials are acceptable. The sealing immediately above the tapped aquifer and artesian pressure aquifers between that source and the ground surface which is discussed for plugging in the preceding paragraph of this letter is mandatory.

Should you desire further information, I will be pleased to advise.

Sincerely,

Enclosures
JWG:rs

J. W. GRINES
Chief Engineer



ADDRESS ONLY
THE REGIONAL DIRECTOR
FISH AND WILDLIFE SERVICE
AND REFER TO

UNITED STATES
DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE

OFFICE OF REGIONAL DIRECTOR
1006 WEST LAKE STREET
MINNEAPOLIS 8, MINNESOTA

July 5, 1956

REGION 3

NORTH DAKOTA
SOUTH DAKOTA
NEBRASKA
MINNESOTA
IOWA
MISSOURI
WISCONSIN
MICHIGAN
ILLINOIS
INDIANA
OHIO

RECEIVED
JUL 6 1956
STATE WATER RESOURCES COMM.
PIERRE, SOUTH DAKOTA

J. W. Grimes, Chief Engineer
South Dakota State Water Resources Commission
Pierre, South Dakota

Dear Mr. Grimes:

Attached in duplicate is an application for a permit to construct a new artesian well at the Lake Andes National Wildlife Refuge, Lake Andes, South Dakota. We are also enclosing Purchase Order A-119076 covering the five dollar filing fee for the application. Kindly sign the certification in the spaces indicated and return the purchase order to this office. A check will be forthcoming as soon as the voucher is processed.

We have already secured bids for this project and are in the process of awarding a contract to the Independent Drilling Company, Aberdeen, South Dakota, subject to favorable action on the attached application. Two copies of the contract specifications are attached. We would greatly appreciate an early decision by the Commission on our application.

In previous correspondence we mentioned that our existing well at Lake Andes would be abandoned. Since cleanout operations have increased the flow to about 150 gallons per minute, we would like this flow to continue and be supplemental to discharge from the new well. If the old well plugs again, we will take the necessary steps to have it permanently sealed by filling the casing with concrete.

Sincerely yours,

Robert W. Dougall
Robert W. Dougall
Regional Engineer

Att.

PROPOSED FISH & WILDLIFE WELL

CHARLES MIX COUNTY

On July 6, 1956, the Federal Fish & Wildlife Service submitted an application for a water permit to construct an artesian well to supply 1000 gpm. of water to Owens Bay near Lake Andes.

On September 17, 1958, this application was considered by the Water Resources Commission and action was deferred until more information on the proposed use of the water was known. At the date of the hearing the final proof of publication had not been submitted.

Owens Bay is a shallow artificial lake. The dam for the lake is located several hundred feet from Lake Andes proper and the bottom of the dam is above normal lake level. The maximum depth of the lake is about six feet. The dam is located about four miles east of the town of Lake Andes on the south shore of the lake. The lake covers over 300 surface acres, and has much vegetation in it. Several artificial islands have been constructed in the lake to serve as resting places for the waterfowl.

The artificial lake was constructed about 1934 and an artesian well was drilled to supply water for the lake at about the same time. This well ceased flowing in the "forties" and a new well was constructed in 1947. The flow of this well has decreased from 1500 gpm. in 1947 to 120 gpm. at the present. This is insufficient to hold the lake level up and the lake is now about dry.

The lake is located upon the Lake Andes National Wildlife Refuge and serves as a resting place for the waterfowl. It is supposed to be a constant-level lake to hold waterfowl when Lake Andes Water Level fluctuates to the extent that it is not attractive to waterfowl. Actually, the concentration of waterfowl has always been much greater on this artificial lake than upon Lake Andes.

The South Dakota Game, Fish & Parks Department use this lake as a rearing pond for bass. Each year hundreds of adult bass, two pounds and larger, are taken from here to furnish a brood stock in other waters.

The existing well is located at the upper end of the lake. The site of the proposed well is near the dam site about $1\frac{1}{2}$ miles west of the existing well.

If they can get the 1000 gpm they desire, this would just barely maintain Owens Bay and there would be little surplus running into Lake Andes. If conditions are the same at the new site as they were at the existing well, the flow, in my opinion, could easily exceed the 1000 gpm. Their specifications call for the well to be valved.

The proposed well is to be about 1000 feet deep with 12 inch diameter steel casing to be cement grouted in the upper 200 feet, with the remainder to be a gravel packed stainless steel or Everdur bronze screen. The contract has been let to Independent Drilling Company of Aberdeen for approximately \$29,000.00 and the Federal Fish & Wildlife Service state they intend to give notice of the driller to start as soon as they receive a permit from the Water Resources Commission.

In a letter accompanying the application, Robert W. Dougall, Regional Engineer states, "In previous correspondence we mentioned that our existing well at Lake Andes would be abandoned. Since cleanout operation have increased the flow to about 150 gpm., we would like this flow to continue and be supplemental to discharge from the new well. If the old well plugs again, we will take the necessary steps to have it permanently sealed by filling the casing with concrete."

INVITATION FOR BIDS
(CONSTRUCTION CONTRACT)

REFERENCE

Invitation No. FW3-2764

DATE

June 4, 1956

NAME AND LOCATION OF PROJECT

Lake Andes National Wildlife Refuge
Lake Andes, South Dakota

DEPARTMENT OR AGENCY

U. S. Department of the Interior
Fish and Wildlife Service

By (Issuing office) Fish and Wildlife Service
Regional Director
1006 West Lake Street (Room 316B)
Minneapolis 8, Minnesota

Sealed bids in single copy for furnishing all labor, equipment, and materials and performing all work for the project described herein will be received until 1:00 P.M. (CST) June 22, 1956

in Room 316B, 1006 West Lake Street, Minneapolis, Minnesota

and then publicly opened.

Information regarding bidding material, bid guarantee, and bonds

Bid guarantee in the amount of five percent (5%) of the amount bid will be required with each bid.

The Contractor will be required to furnish a performance bond in an amount equal to the contract price and a payment bond in an amount equal to fifty percent (50%) of the contract price.

No deposit will be required for copies of plans applicable to this invitation.

Complete bidding material consisting of Standard Form 21, Bid Form; Standard Form 24, Bid Bond; Standard Form 22, Instructions to Bidders (Construction Contracts); Bidding Schedule; General Conditions; Special Conditions and specifications may be obtained upon request from the above issuing office or Lake Andes National Wildlife Refuge, Lake Andes, South Dakota

Description of work

Drilling of an artesian well at Lake Andes National Wildlife Refuge, Lake Andes, South Dakota. The following is a list of work items and approximate quantities: 800 lin. ft. 16" hole, 800 lin. ft. 12" steel casing installed and cement grouted, 175 lin. ft. 12" open hole, discharge fittings, well tests, 150 lin. ft. well screen and 25 lin. ft. blank tubing.

Information regarding liquidated damages (if any), payments, etc., is attached or made a part of the specifications. Bid: shall be submitted on the forms furnished or copies thereof.

TABLE OF CONTENTS
BID INVITATION FW3-2764

	<u>Pages</u>
Standard Form 21, Bid Form	1 - 2
Standard Form 24, Bid Bond	1 - 2
Standard Form 22, Instructions to Bidders (Construction Contracts)	1 - 2
Bidding Schedule	1 - 2
General Conditions Applicable to Construction Contracts for the Fish and Wildlife Service	1 - 10
Special Conditions	1 - 3
Technical Specifications	1 - 3

STANDARD FORM 21
REVISED MARCH 1951
GENERAL SERVICES ADMINISTRATION
GENERAL REGULATION NO. 13

BID FORM
(CONSTRUCTION CONTRACT)

REFERENCE

Invitation No. FW3-2764

Read the Instructions to Bidders (Standard Form 22)
This form to be submitted in

DATE OF INVITATION

June 4, 1956

NAME AND LOCATION OF PROJECT

Lake Andes National Wildlife Refuge
Lake Andes, South Dakota

TO: Regional Director
Fish and Wildlife Service
1006 West Lake Street
Minneapolis, Minnesota

(Date)

In compliance with your invitation for bids of the above date, the undersigned hereby proposes to furnish all labor, equipment, and materials and perform all work for drilling an artesian well

at the Lake Andes National Wildlife Refuge, Lake Andes, South Dakota

in strict accordance with the specifications, schedules, drawings, and conditions for the consideration of the following amount(s) unit prices set forth in the bidding schedule made a part of Invitation No. FW3-2764

and agrees that, upon written acceptance of this bid, mailed, or otherwise furnished, within _____ calendar days (60 calendar days unless a shorter period be inserted by the bidder) after the date of opening of bids, he will within 10 calendar days (unless a longer period is allowed) after receipt of the prescribed forms, execute Standard Form 23, Construction Contract, and give performance bond and payment bond on Government standard forms, if these forms are required, with good and sufficient surety or sureties.

The undersigned agrees that if awarded the contract, he will commence the work within ten (10) calendar days after the date of receipt of notice to proceed, and that he will complete the work within 150 calendar days after the date of receipt of notice to proceed. (See Section 20 of General Conditions regarding suspension of work.)
The undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (Give number and date of each):

The undersigned represents (Check appropriate boxes): (1) that the aggregate number of employees of the bidder and its affiliates is ☐ 500 or more, ☐ less than 500; (2) (a) that he ☐ has ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract; and (b) that he ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the contracting officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Title 44, secs. 150.7 and 150.5 (d) Fed. Reg., Dec. 31, 1952, Vol. 17, No. 253.)

Enclosed is bid guarantee, consisting of

in the amount of

NAME OF FIRM OR INDIVIDUAL (Type or print)	FULL NAME OF ALL PARTNERS (Type or print)
BUSINESS ADDRESS (Type or print)	
BY (Signature in ink. Type or print name under signature)	
TITLE (Type or print)	
STATE OF INCORPORATION (Type or print)	

DIRECTIONS FOR SUBMITTING BIDS

Envelopes containing bids, guarantee, etc., must be sealed, marked, and addressed as follows:

Regional Director
Fish and Wildlife Service
1006 West Lake Street
Minneapolis 8, Minnesota

Invitation No. FW3-2764

CAUTION: Do not include in the envelope any bids for other work.
Bids should not be qualified by exceptions to the bidding conditions.

BID BOND
(See Instructions on Reverse)

DATE BOND EXECUTED

PRINCIPAL

SURETY

PENAL SUM OF BOND (express in words and figures)

DATE OF BID

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.
THE COMPLETION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid, dated as shown above, for

NOW THEREFORE, if the principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of the resulting contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such contract, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Government the difference between the amount specified in said bid and the amount for which the Government may procure the required work, supplies, and services, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

WITNESS

INDIVIDUAL PRINCIPAL

1. as to [SEAL]

2. as to [SEAL]

3. as to [SEAL]

4. as to [SEAL]

WITNESS

INDIVIDUAL SURETY

1. as to [SEAL]

2. as to [SEAL]

Attest:

CORPORATE PRINCIPAL

BUSINESS ADDRESS

BY

TITLE

AFFIX
CORPORATE
SEAL

Attest:

CORPORATE SURETY

BUSINESS ADDRESS

BY

TITLE

AFFIX
CORPORATE
SEAL

The rate of premium on this bond is per thousand.

Total amount of premium charged, \$.....

(The above must be filled in by corporate surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, certify that I am the secretary
of the corporation named as principal in the within bond; that
who signed the said bond on behalf of the principal, was then of said
corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly
signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

[CORPORATE
SEAL]

INSTRUCTIONS

1. This form shall be used for construction work or the furnishing of supplies or services whenever a bid bond is required. There shall be no deviation from this form except as authorized by the General Services Administration.
2. The surety on the bond may be any corporation authorized by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Where individual sureties are used, this bond must be accompanied by a completed Affidavit of Individual Surety for each individual surety (Standard Form 28).
3. The name, including full Christian name, and business or residence address of each individual party to the bond shall be inserted in the space provided therefor, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature.
4. If the principals are partners, their individual names shall appear in the space provided therefor, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the space provided therefor, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this bond must not be prior to the date of the instrument in connection with which it is given.

INSTRUCTIONS TO BIDDERS

(CONSTRUCTION CONTRACTS)

(These instructions are not to be incorporated in the contract)

1. *Explanation of Bidders.* Any explanation desired by bidders regarding the meaning or interpretation of the drawings and specifications must be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any interpretation made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders and its receipt by the bidder shall be acknowledged.

2. *Conditions at Site of Work.* Bidders should visit the site to ascertain pertinent local conditions readily determined by inspection and inquiry, such as the location, accessibility and general character of the site, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work being performed thereon.

3. *Bidder's Qualifications.* Before a bid is considered for award, the bidder may be requested by the Government to submit a statement of facts in detail as to his previous experience in performing similar or comparable work, and of his business and technical organization and financial resources and plant available and to be used in performing the contemplated work.

4. *Bid Guaranty.* Where security is required, failure to submit the same with the bid may be cause for rejection. The bidder, at his option, may furnish a bid bond, postal money order, certified check, or cashier's check, or may deposit, in accordance with Treasury Department regulations, bonds or notes of the United States (at par value) as security in the amount required: *Provided*, That where the total amount of the bid is \$2,000 or less, the contracting agency may declare a bid bond unacceptable by so stating in the specifications or Invitation for Bids.

In case security is in the form of postal money order, certified check, cashier's check, or bonds or notes of the United States, the Government may make such disposition of the same as will accomplish the purpose for which submitted.

Checks may be held uncollected at the bidder's risk. Checks, or the amounts thereof, and bonds or notes of the United States deposited by unsuccessful bidders will be returned as soon as practicable after the opening.

5. *Preparation of Bids.* (a) Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each such erasure or change must be initialed by the person signing the bid.

(b) The form of bid will provide for quotation of a price, or prices for one or more items which may be lump sum bids, alternate prices, scheduled items resulting in a bid on a unit of construction or a combination thereof, etc. Where required on the bid form, bidders must quote on all items and *they are warned* that failure to do so may disqualify the bid. When quotations on all items are not required, bidders should insert the words "no bid" in the space provided for any item on which no quotation is made.

(c) Alternative bids will not be considered unless called for.

(d) Unless specifically called for, telegraphic bids will not be considered. Modification by telegraph of bids already submitted will be considered if received prior to the time fixed in the Invitation for Bids. Telegraphic modifications shall not reveal the amount of the original or revised bid.

6. *Submission of Bids.* Bids must be submitted as directed on the bid form.

7. *Receipt and Opening of Bids.* (a) Bids will be submitted prior to the time fixed in the Invitation for Bids. Bids received after the time so fixed are late bids; and the exact date and hour of mailing such bids, as shown by the cancellation stamp or by the stamp of an approved metering device will be recorded. Such late bids will be considered, *Provided*, They are received before the award has been made, *And provided further*, The failure to arrive on time was due solely to a delay in the mails for which the bidder was not responsible; otherwise late bids will not be con-

sidered but will be held unopened until the time of award and then returned to the bidder, unless other disposition is requested or agreed to by the bidder.

(b) Subject to the provisions of paragraph 5(d) of these instructions, bids or bid modifications which were deposited for transmission by telegraph in time for receipt, by normal transmission procedure, prior to the time fixed in the Invitation for Bids and subsequently delayed by the telegraph company through no fault or neglect on the part of the bidder, will be considered if received prior to the award of the contract. The burden of proof of such abnormal delay will be upon the bidder and the decision as to whether or not the delay was so caused will rest with the officer awarding the contract.

(c) No responsibility will attach to any officer for the premature opening of, or the failure to open, a bid not properly addressed and identified.

8. *Withdrawals of Bids.* Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

9. *Bidders Present.* At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested, who may be present either in person or by representative.

10. *Bidders Interested in More than One Bid.* If more than one bid be offered by any one party, by or in the name of his or their clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a

bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

11. *Award of Contract.* (a) The contract will be awarded as soon as practicable to the lowest responsible bidder, price and other factors considered, provided his bid is reasonable and it is to the interest of the Government to accept it.

(b) The Government reserves the right to waive any informality in bids received when such waiver is in the interest of the Government. In case of error in the extension of prices, the unit price will govern.

(c) The Government further reserves the right to accept or reject any or all items of any bid, unless the bidder qualifies such bid by specific limitation; also to make an award to the bidder whose aggregate bid on any combination of bid items is low.

12. *Rejection of Bids.* The Government reserves the right to reject any and all bids when such rejection is in the interest of the Government; to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the bid of a bidder who is not, in the opinion of the Contracting Officer, in a position to perform the contract.

13. *Contract and Bonds.* The bidder to whom an award is made shall, within the time established in the bid and when required, enter into a written contract with the Government and furnish performance and payment bonds on Government Standard Forms. The bonds shall be in the amounts indicated in the specifications or the Invitation for Bids.

BIDDING SCHEDULE
INVITATION NO. FW3-2764

DRILLING ARTESIAN WELL
at the
LAKE ANDES NATIONAL WILDLIFE REFUGE
LAKE ANDES, SOUTH DAKOTA

Before submitting bids, bidders should read carefully Government Standard Forms Nos. 20, 21, 22, 23, 23A, 24, 25, and 25A (available at the offices named in Special Conditions of this invitation), drawings, specifications, and detailed requirements concerning construction; visit the site of the proposed work and familiarize themselves with the local conditions affecting the work. The offering of a bid shall constitute a waiver on the part of the Contractor of all claims for extra compensation on account of his failure to make examination and investigations.

Bids for the construction under this invitation, in accordance with the attached General Conditions, Special Conditions, Technical Specifications, and Drawing, will be considered on the following schedule.

The quantities given in the following schedule are approximations for comparing bids and no claims shall be made against the Government for deficiencies therein, actual or relative. Payment will be made for the actual amount of work done, and will be made on the basis of the unit price quoted. Incomplete bids will not be considered. Award will be made on the basis of lowest aggregate bid for all items. The Government reserves the right to make a determination of the necessity for doing the work listed under items 5 and 6, however, and may omit these items in accordance with Paragraph 13 of the Special Conditions.

Item No.	Approximate Quantity	Item with Unit Price Spelled Out	Total
1.	800 lin. ft.	Drilling hole and installing 12-inch casing, including sealing with cement grout, complete at _____ per foot.	\$ _____
2.	175 lin. ft.	Drilling 12-inch open hole, complete at _____ per foot.	\$ _____
3.	1 job	Furnish and install fittings, including Government-furnished valve at _____ per job.	\$ _____

Continued on Page 2

Item No.	Approximate Quantity	Item with Unit Price Spelled Out	Total
4.	1 job	Static pressure and flow capacity tests, complete at _____ per job.	\$ _____
5.	150 lin. ft.	Furnish and install 5-inch screen and gravel or sand packing, including under-reaming hole, complete at _____ per foot.	\$ _____
6.	25 lin. ft.	Furnish and install 6-inch blank tubing, complete at _____ per foot.	\$ _____
		Total bid, Items 1 to 6, inclusive	\$ _____

Name of Bidder _____

Address _____

By _____

Title _____

GENERAL CONDITIONS
APPLICABLE TO
CONSTRUCTION CONTRACTS
FOR THE
FISH AND WILDLIFE SERVICE
U.S. DEPARTMENT OF THE INTERIOR

GENERAL CONDITIONS

SECTION 1 - DEFINITIONS AND ABBREVIATIONS USED

Whenever the following terms, or pronouns in lieu thereof, are used in these specifications or in the associated instructions to bidders, bid, contract or bonds, or in connection with any of the work contemplated herein, the meaning and intent shall be as follows:

Government: The United States of America represented by its duly authorized officer.

Secretary: The Secretary of the Interior of the United States or his duly authorized representative.

Contracting Officer: The officer signing the contract on behalf of the Government, or his duly authorized representative.

Director: The Director of the Fish and Wildlife Service, U. S. Department of the Interior.

Engineer: The Engineer employed by the Government and designated by the contracting officer under whose direction the work is performed.

Inspector: An authorized representative of the Engineer assigned to make necessary inspections of the work performed and materials furnished by the Contractor.

Bidder: An individual, firm, or corporation formally submitting a bid for the work contemplated, or a portion thereof, acting directly or through an authorized representative.

Contractor: An individual, firm, or corporation undertaking the execution of the work under the terms of the contract, acting directly or through his or its agents or employees.

Instructions to Bidders: Instructions issued by the Government for the information of bidders, pertaining to the requirements governing the submission of bids, the quantities and qualities of materials, the performance of the work, and payment therefor.

Bid: The written bid, or proposal, of the bidder, on the approved form furnished by the Government, for the work contemplated therein.

Bid Guaranty: The security designated in the invitation to be furnished by each bidder with his bid as a guaranty of good faith that he will enter into a contract and furnish satisfactory performance and payment bonds to perform the work and furnish the material covered by his bid, if receiving an award of work.

Compliance with specifications and conditions of the advertisement: In submitting a signed bid it is understood that the bidder agrees to comply with all the specifications and conditions of the invitation.

Contract: The agreement between the Government by the Contracting Officer and the Contractor, covering the performance of the work and furnishing of materials used in the construction thereof. Whenever the term "the contract" is used herein, reference is had to Standard Form 23, Construction Contract.

General Provisions: General provisions for the performance of work supplementing and incorporated by reference in the contract. Whenever the term "General Provisions" is used reference is had to Standard Form 23A, General Provisions (Construction Contracts).

Performance Bond: The approved bond furnished by the Contractor and his surety, guaranteeing the completion of the work in accordance with the terms of the contract.

Payment Bond: The approved bond furnished by the Contractor and his surety for the protection of persons supplying labor and material in connection with this contract.

Surety: The individuals or corporate body bound with and for the Contractor, who is primarily liable, insuring the acceptable performance of the contract, and the payment of all debts pertaining to the work. In connection with the term "bid guaranty" it refers to the individuals or corporate body engaging to be responsible for the bidder's acts in the execution of a satisfactory contract and performance and payment bonds, in the event of the awarding of work to him.

Specifications: The directions, provisions, and requirements contained herein, extended by such special provisions and supplemental agreements as may become necessary, pertaining to the method and manner of performing the work, or to quantities and qualities of materials to be furnished, under the contract.

Special Conditions: Written provisions for more adequately covering any part of the work included in the contract but not satisfactorily covered by the original plans and specifications.

Supplemental Agreements: Written agreements entered into subsequent to the acceptance of the contract, executed by the Contracting Officer and the Contractor, modifying the contract so as to provide for changes incidental and necessary to the project.

The Work: All the work specified herein, mentioned on the plans or provided for in supplemental agreements.

SECTION 2 - DRAWINGS

Drawings made a part of these specifications are listed in the Special Conditions.

The Contractor shall not be held responsible for the correctness or sufficiency of the design but he shall keep a check on dimensions and details as the work progresses and any errors or discrepancies discovered shall be reported promptly to the Engineer. The Contractor will be furnished with such additional copies of the drawings and specifications as may be required to carry on the work in a satisfactory and workmanlike manner.

SECTION 3 - WORKING DRAWINGS

Such details as are needed to give a comprehensive view of the construction contemplated are shown in the general plans, but the Contractor shall submit working drawings when so specified in the Special Conditions.

SECTION 4 - COORDINATION OF REQUIREMENTS GOVERNING THE WORK

The Standard Government Forms, specifications, associated plans, general and special conditions, and supplemental agreements, made a part of the contract are essential parts thereof and the requirements in one is as binding as though contained in all. They are intended to be mutually supplementary to describe and provide for a complete work. When discrepancies are discovered, figure dimensions shall govern over scale dimensions. Special provisions and supplemental agreements shall govern over plans and specifications. In cases of conflict between plans and specifications, special provisions, supplemental agreements and provisions of Standard Government Forms, the provisions of Standard Government Forms shall govern. In all cases of dispute in respect to such conflict or as to what part or parts of the specifications apply to any given parts of the work, decisions shall be made by the Contracting Officer.

SECTION 5 - SCHEDULE OF CONSTRUCTION AND PLANT

Except as specified in the Special Conditions, the Contractor's procedure and methods of construction may, in general, be of his own choosing, provided they follow best general practice and are calculated to secure results which will satisfy the requirements of these specifications and the supervision of the work.

When requested by the Engineer and before beginning any work, the Contractor shall outline and submit in writing to the Engineer his proposed program of construction. He shall also advise the Engineer of revisions of the schedule as modifications may become necessary, or as may be required after commencement of work. Such outlines and revisions shall be in sufficient detail to enable the Engineer to judge of the adequacy of the Contractor's operations and to anticipate such conditions as may tend to impair or retard the progress and completion of the work.

The Contractor shall supply all plant, tools, and equipment of every kind, ample in quantity and capacity, in good working order, and suitable in character, to execute the work of his contract in accordance with the approved program.

SECTION 6 - PROTECTION OF PROPERTY

The Contractor shall not enter upon private property for any purpose without first obtaining permission from the owner or his duly authorized representative, shall be responsible for the preservation of all public and private property along and adjacent to work contemplated under the contract, and shall use every precaution necessary to prevent damage or injury thereto. He shall exercise due care in preventing, and shall be responsible for damages to structures of all kinds, whether owned by the Government or privately, and shall protect from disturbance or damage all land monuments until they have been properly referenced by the Engineer.

SECTION 7 - RIGHTS OF WAY

The sites necessary for the installation of machinery, camp grounds, and works to be constructed, and for the required borrow pits, channels, ditches, and spoil

banks, will be provided by the Government. Days under which work is prevented by failure to furnish necessary right of way under the initial sentence of this paragraph will not be counted against the Contractor as delay in completion of the contract, and the time stipulated for completion of work will be increased by the number of calendar days of any delay so caused. In event of failure to obtain right of way for all or any portion of the work by the time construction has progressed thereto, the Contracting Officer shall have the right to omit such work or portion of such work.

SECTION 8 - AMOUNT OF PERFORMANCE BOND

The Contractor shall furnish performance bond in an amount equal to the contract price.

SECTION 9 - AMOUNT OF PAYMENT BOND

The Contractor shall furnish payment bond in an amount equal to 50% of contract price.

SECTION 10- AMOUNT OF BID BOND

The bidder shall furnish bid bond in an amount equal to 5% of the amount of the bid.

SECTION 11 - WAGE RATES

In accordance with Clause 20 of the General Provisions, the Secretary of Labor has determined the prevailing wages for the corresponding classes of laborers and mechanics employed on projects of a similar character to this contract work in the area where the work will be performed. These rates are shown in the Special Conditions.

Any laborer or mechanic employed to perform work not covered by any of the classifications stated shall be paid not less than the minimum rate of wages specified herein for the classification which most nearly corresponds to the work to be performed by him. In the event any dispute on that question cannot be adjusted by the Contracting Officer, the question and the information thereon, available to him, together with his recommendation, shall be referred for determination to the Secretary of Labor, whose decision on the question shall be conclusive on all parties to the contract with the same effect as if the work performed by such laborer or mechanic had been classified and the minimum rate specified herein.

While the wage rates stated are the minimum hourly rates required by the specifications to be paid during the life of the contract, it is the responsibility of bidders to inform themselves as to the local labor conditions such as the length of workday and workweek, overtime compensation, health and welfare contributions, labor supply, and prospective changes or adjustment of wage rates. The contractor shall abide by and conform to all applicable laws, executive orders, rules, regulations, and orders of Federal Agencies authorized to pass upon and determine wage rates. No increase in contract price shall be allowed or authorized on account of wage rates in excess of those listed herein.

SECTION 12 - CHANGES AFTER AWARD OF CONTRACT

No change shall be made in the work as specified in the plans and/or specifications except upon proper authorization as provided in this section. Any change required to be made in the plans and/or specifications pursuant to Clause 3 of the General Provisions will be authorized by change order issued by the Contracting Officer. Payment for changes shall be made in accordance with Section 13 of these General Conditions. Should the contractor make a change without proper authorization any corrections necessary to comply with the plans and/or specifications shall be made at the contractor's expense.

The Government reserves the right to direct the contractor to perform additional work which was not covered in the contract or its specifications, but which is reasonably related thereto and which may be a necessary or desirable addition to the completed unit. Such extra work shall be made in accordance with Section 13 of these General Conditions.

The Government reserves the right, in order to utilize to maximum advantage funds available, to extend the contract either by increasing the quantities of work to be performed, or by extending the project shown in the plans, or by making additions or betterments deemed desirable by the Contracting Officer. The right similarly to limit the work under the contract by decreasing the quantities of work to be performed or by making other adjustments without materially affecting the main purpose of the project. The aforesaid contract extension or limitation shall not exceed in aggregate cost 25 percent of the amount originally contemplated in the contract. Contract payments in the event of a contract extension or limitation as aforesaid shall be made on the basis of unit prices stated in the contract, or, when the contract provides for payment on a lump sum basis, at prices determined in accordance with the provisions of Clause 3 of the General Provisions.

SECTION 13 - PAYMENTS FOR CHANGE ORDER AND EXTRA WORK ORDERS

Payments for work performed under any change order or extra work order issued pursuant to the provisions of Section 12, above, will be made on the basis of unit prices stated in the contract where applicable. Whenever the schedule of unit prices in the contract does not apply to any items authorized and directed in a change order or extra work order such items of work shall be paid for at a price agreed upon in writing between the parties to this contract before such work is done or, in the event of failure of the parties to agree, on the basis of force account in the following manner:

a. For all labor, and foremen in direct charge of the specified operation, the Contractor shall receive the current local rate of wage and the cost of the employer's liability insurance, social security taxes, etc., to be agreed upon in writing before starting the work, to which shall be added an amount equal to 15 per cent of the sum thereof. No allowance shall be made for general superintendence and the use of small tools and ordinary equipment.

b. For all materials used, the Contractor shall receive the actual cost of such materials, including transportation charges, to which cost shall be added a sum equal to 15 per cent thereof.

c. For any machine-power tools or special equipment, including pertinent fuel and lubricants, which it may be deemed necessary or desirable to use, the Contracting Officer shall allow the Contractor a reasonable rental price, to be agreed upon in writing; before any work is begun, for the time that such tools or equipment are in use on the work, and to which sum no percentage shall be added.

The compensation as herein provided shall be received by the Contractor as payment for work done on a force-account basis. The Contractor's representative and the Inspector shall compare records of work done on a force-account basis at the end of each day. Copies of these reports shall be made upon suitable forms provided for this purpose, and signed by both the Inspector and the Contractor's representative, one copy being forwarded to the Engineer and one to the Contractor. All claims for work done on a force-account basis shall be submitted to the Engineer by the Contractor upon certified statements, and such statements shall be filed not later than the tenth day of the month following that in which the work was actually performed.

SECTION 14 - LABOR AND MATERIAL REPORTS

The contractor agrees to report when requested by the contracting officer, and will cause all subcontractors to report in like manner on forms to be furnished by the Department of Labor, the number of persons on their respective payrolls, the aggregate amount of such payrolls, the man hours worked, and the total expenditures for materials. The foregoing is applicable only to work at the site of the construction project.

SECTION 15 - RESPONSIBILITY FOR THE WORK

The contractor shall be responsible for the prosecution and character of the work and materials until relieved therefrom by the Contracting Officer. At all times after the beginning of the work and until its completion and final acceptance, the Contractor shall either be personally in charge thereof or have competent superintendent or foreman, satisfactory to the Contracting Officer, or his agent on the ground, with full authority to act for and in place of the Contractor and to supply such materials, tools, plans, equipment, and labor as may be required.

No portion of the contract shall be subcontracted except with the written consent of the contracting officer. Requests for permission to subcontract any portion of the contract shall be in writing and accompanied by a showing that the organization that will perform the work is particularly experienced and equipped for such work. The contractor shall give assurance that all pertinent contract requirements shall apply on all work subcontracted. Written consent to subcontract any portion of the contract shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

SECTION 16 - AUTHORITY OF THE ENGINEER

The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed, the manner of performance and the rate of progress, interpretation of the plans and specifications, and acceptable fulfillment of the terms of the contract.

SECTION 17 - INSPECTION

All material and workmanship shall be subject to such inspection as may be required in accordance with the provisions of Clause 9 of the General Provisions. The Engineer and his duly authorized representatives shall at all times have free access to all materials and parts of the work and the Contractor shall furnish such information and assistance as may be necessary.

SECTION 18 - AUTHORITY OF INSPECTORS

Inspectors employed by the Government will assist the Engineer in making all necessary inspections and measurements and will enforce a strict compliance with the terms of the contract and the orders of the Engineer. No decisions or instruction of an Inspector will at any time relieve the Contractor from the responsibility of complying fully with all the requirements of the contract. In cases of difference arising between an Inspector and the Contractor or his agent, appeal shall be taken to the Engineer. Inspectors are not authorized to waive or alter in any respect any of the terms or requirements of the contract, to make additional requirements, to grant extensions of time or delays, or to waive forfeitures. The Contractor shall not be entitled to payment for any work improperly performed, even though it be allowed by an Inspector.

SECTION 19 - DEVIATION FROM THE PLANS

No deviation from the general plans or approved working drawings will be permitted without the written order of the Contracting Officer.

SECTION 20 - TEMPORARY SUSPENSION OF THE WORK

The Engineer shall suspend the work by written order for such period or periods as are necessary because of extended unsuitable weather or for such other conditions as may be unfavorable for the prosecution of the work. Upon suspension the work shall be put in satisfactory condition and properly protected, as directed by the Engineer. In all cases of suspension of construction operations the work shall not be resumed until permitted by written order of the Engineer. Extensions of time will be allowed as provided in Clause 5(c) of the General Provisions but no extension of time shall release the contractor and his sureties from their general obligations under the contract and performance bond. The Engineer shall also have authority to suspend the work for such time as is necessary because of the failure on the part of the contractor to carry out orders given or to perform any of the provisions of the contract, but no extension of contract performance time will be allowed for such suspensions.

SECTION 21 - MATERIALS

All materials of every description, unless otherwise provided, shall be furnished by the Contractor. Only materials conforming to the requirements of these specifications shall be used in the work. All tests of materials shall be made by the Engineer in accordance with approved methods as described and designated in these specifications. When tests of materials are necessary they shall be made at the expense of the Government unless otherwise provided. The Contractor shall afford such facilities as the Engineer may require for collecting and forwarding samples, and shall hold the materials represented by the samples until tests have been made and the materials found equal to the requirements of the specifications or to

approved samples. The Contractor shall furnish the required samples without charge.

SECTION 22 - LAWS TO BE OBSERVED

The Contractor is assumed to be familiar with all Federal, State and local laws, ordinance, and regulations in any manner affecting the conduct of his work, and at all times shall observe and comply with the requirements thereof, The employment of labor shall be in conformity with the provisions of the eight-hour law and other pertinent laws of the United States, as provided in Clauses 20, 21, and 24 of the General Provisions and with those of the State or Territory in which the work will be performed.

SECTION 23 - RESPONSIBILITY FOR DAMAGE

The Contractor shall save harmless the Government and all of its representatives from all suits, actions, and claims of any character brought on account of any injustice or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials used in construction, or on account of any act or omission by the Contractor, or from any claims or amounts arising or recovered under the Workmen's Compensation laws, or any other law, by-laws, ordinance, order or decree. The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work, or due to the non-execution of the work, or to defective work or materials; and such responsibility shall continue until the work shall have been completed and accepted. (See also Clause 11 of the General Provisions).

SECTION 24 - SANITATION AND POLICE REGULATIONS

The Contractor shall provide and maintain in a neat sanitary condition such accommodations for the use of his employees as may be necessary to comply with the regulations and requirements of the Department of Health of the State or Territory in which the work will be performed or other authorities having jurisdiction, and shall permit no public nuisance. The Contracting Officer may establish the sanitary and police rules and regulations for all forces employed under this contract, and if the Contractor fails to enforce these rules, the Contracting Officer may enforce them at the expense of the Contractor.

SECTION 25 - COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The contractor shall begin work within the time stated in Standard Form 21 and the Special Conditions. The Government desires that the work be completed at the earliest possible date. Accordingly, the contractor shall prosecute the work continuously, expeditiously, and with such forces and equipment as are sufficient to complete it satisfactorily within the time stated in Standard Form 21 and the Special Conditions.

SECTION 26 - LIQUIDATED DAMAGES

For failure to complete the work within the time specified in the Construction Contract liquidated damages shall be assessed as provided for in Clause 5 of the General Provisions. The rate of liquidated damages will be that shown in the Special Conditions.

Whatever sums may be due as liquidated damages may be deducted from payments due the Contractor or may be collected from his surety. The provision for liquidated damages shall not prevent the Government from terminating the right of the contractor to proceed in case of default as provided in Clause 5 of the General Provisions.

SECTION 27 - DATA TO BE FURNISHED BY THE CONTRACTOR

The Contractor shall furnish the Engineer all reasonable facilities for obtaining such information as he may desire respecting the character of the materials and the progress of the work including the number of men employed, their pay, the time they worked, and other elements of cost.

SECTION 28 - CLEANING UP

Rubbish shall not be allowed to accumulate on the site and the contractor shall collect and remove, from time to time, such rubbish and debris incident to the execution of the contract as, in the opinion of the Engineer, may be undesirable or disfiguring on the premises.

Upon completion of the work the Contractor shall remove from the vicinity thereof all plant, buildings, unused materials, concrete forms, rubbish, and other materials belonging to him or used under his direction during construction, sweep the floor broom-clean, clean all window lights, etc., as may be required by the Engineer, and in case of his failure to do so, the same may be removed by the Government at the expense of the Contractor, and the Contractor and his surety shall be liable therefor.

SECTION 29 - PAYMENTS

Payments for work performed by the Contractor shall be made in accordance with the provisions of Clause 7 of the General Provisions.

SECTION 30 - FINAL INSPECTION

The contractor shall notify the Engineer at least ten (10) days prior to the anticipated date of completion of all work specified in the contract. Upon completion of the work, the engineer shall proceed with final inspection and shall complete such inspection as promptly as practicable. The time required for such inspection and the making of any corrections as a result thereof shall be included in the contract performance time.

SECTION 31 - ACCEPTANCE AND FINAL PAYMENT

Final acceptance is stipulated to mean the allowance of final estimates by the Contracting Officer, whenever the Engineer shall certify to the Contracting Officer that the contract is completed in whole, and shall further certify as to the amount of work performed, materials furnished and the value thereof. The contracting officer shall upon receipt of such certificate and after such verification of the correctness of the statements contained therein as he may deem necessary, certify the aforesaid certificate or estimate for final payment. The action of the Contracting Officer by which the Contractor is bound under the terms of the contract, shall be evidenced by the aforesaid certificate and final payment,

prior certificates or estimates upon which partial payments have been made being considered as preliminary estimates only, subject to correction in the final estimate and payment.

SECTION 32 - TERMINATION OF RESPONSIBILITY OF CONTRACTOR

The contract shall be considered as completed after all the work contemplated therein has been accepted and final estimates therefor have been allowed and paid, and the Contractor shall be considered as released from all further obligations and responsibility thereunder except as to the conditions and requirements set forth in the performance bond and payment bond.

SECTION 33 - CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor or his surety of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall upon notification immediately remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year following acceptance by the Government.

SECTION 34 - TRADE NAME REFERENCE

The use of the name of a manufacturer or of any brand in describing an item does not restrict bidders to that manufacturer's product or to the specific brand name. This method is used merely to indicate the particular type, design, character, quality, and/or performance of the article desired. Bids will be considered on the product of other manufacturers and on other brands provided they conform to these general requirements.

SPECIAL CONDITIONS

1. DESCRIPTION OF WORK: INSPECTION OF SITE

The work contemplated in this invitation is the construction of one artesian well at the Lake Andes National Wildlife Refuge. The site is approximately four miles east of Lake Andes, South Dakota, in Section 6, T 96 N, R 64 W. The actual drilling site will be on the shore immediately adjacent to the lake and will be established by the Government prior to commencement of the work. Bid forms and information concerning the work may be obtained from Mr. Leo Kirsch, Refuge Manager, Lake Andes, South Dakota.

2. DRAWINGS (See Section 2 of General Conditions)

The attached map is made part of this invitation.

3. WAGE RATES (see Section 11 of the General Conditions)

The following wage rates have been determined by the Secretary of Labor in Decision No. P-16,607 dated May 17, 1956 to be the prevailing wage rates for this project:

<u>Classification</u>	<u>Rate per Hour</u>
Carpenters	\$2.35
Ironworkers, structural	1.85
Laborers	1.30
Cranes, 3½ yds. and under	2.575
Compressor over 3.5 CEM	1.725
Plumbers	3.00
Truck drivers 1½ ton	1.50
Pumps	1.725
Drillers	2.18

4. COMMENCEMENT AND COMPLETION OF THE WORK (See Section 25 of General Conditions)

The time for beginning work is 10 calendar days after receipt of written notice to proceed. The whole contract shall be completed within 150 calendar days after receipt of written notice to proceed.

5. LIQUIDATED DAMAGES (See Section 26 of General Conditions)

The rate of liquidated damages for failure to complete the work within the time specified will be twenty-five dollars (\$25.00) per day for each calendar day of delay.

6. SAMPLE FORMS

Sample copies of Standard Form 23, Contract; Standard Form 25, Performance Bond; and Standard Form 25A, Payment Bond, may be obtained upon request from either of the following offices:

Regional Director
Fish and Wildlife Service
1006 West Lake Street
Minneapolis 8, Minnesota

Refuge Manager
Lake Andes Nat'l. Wildlife Refuge
Lake Andes, South Dakota

7. FEDERAL SPECIFICATIONS

Except as provided otherwise by this specification, the Standard Federal Specifications given in the Technical Specifications shall govern in all cases where reference to Standard Federal Specifications are made. Special care shall be exercised to refer in requests for quotations, in orders, and in subcontracts to the Standard Federal Specifications and to all modifications thereof. Federal Specifications indicated may be obtained by purchase from the Federal Supply Service, General Services Administration, 219 South Clark Street, Chicago Illinois. Request latest revision.

8. ACCIDENT PREVENTION

The contractor shall, at all times, exercise reasonable precautions for the safety of persons, whether his employees or not, and property in the performance of this contract, and shall comply with all applicable provisions of Federal, State, municipal safety laws and building and construction codes; provided, that if such laws and codes are inapplicable by reason of the location of the contract site, or for some other reason, then the contractor shall maintain safety standards and practices equal to those that would apply except for such location or other reason. If the contractor shall fail to exercise reasonable safety precautions or comply with any applicable safety law or code, the Engineer may by written order suspend all or any part of the work under the contract, as in his judgment may be necessary for the protection of persons and property, until the unsatisfactory condition is corrected. In the event of failure of the contractor to promptly correct an unsatisfactory safety condition or continued failure by the contractor to observe reasonable safety precautions or comply with any applicable safety law or code, the contract may be terminated in the same manner as provided in Clause 5 of the General Provisions. Extensions of contract performance time shall not be allowed by reason of partial or complete suspensions of the work under the provisions of this section.

"The term 'reasonable precautions for safety' means, in those cases where a law or code does not specifically prescribe procedure, any method or procedure which is recognized as standard, proper and accepted practice for the construction industry."

9. CONSTRUCTION STAKES

The engineer will set construction stakes establishing lines, grades, center lines and bench marks as he may deem necessary and will furnish the contractor all necessary information relating to lines, slopes, and grades. These stakes and marks shall constitute the field control by and in accordance with which the contractor shall govern and execute the work.

10. UTILITY SERVICES

The contractor shall furnish all temporary heat, light, power, water, telephone, sanitary facilities and job office needed for completion of work under the contract.

11. STATE REGULATIONS

The Government will be responsible for acquiring the required water rights and permit to install the well. The contractor shall comply with all provisions of state law relating to well-drilling operators.

12. TERMINATION OF CONTRACT

The Government reserves the right to terminate the contract at the completion of the work listed in Items 1 to 4, inclusive, of the bidding schedule. The termination of the work will be governed by the characteristics of the water-bearing formation. A determination will be made by the Engineer, after consulting with the contractor, of the necessity for furnishing and installing the screen, blank tubing and sand packing, including underreaming the hole. This determination will be based on the degree of consolidation of the water-bearing stratum and the necessity for prevention of the movement of material from the aquifer into the well. In order to make this determination the well shall be allowed to flow freely for a period of five days. If, at the end of this five-day period, it is determined that the work listed under Items 5 and 6 of the bidding schedule is not required, the contract will be terminated.

TECHNICAL SPECIFICATIONS

SECTION I - WELL CONSTRUCTION

1-01 General Requirements. The contractor shall furnish all equipment, labor, and materials required to construct an artesian well. The work basically shall include drilling, furnishing and installing casing, grouting casing in place, installing outlet fittings, and testing as hereinafter specified and as required by the South Dakota Water Resources Commission. Under the option provided in the bidding schedule, as determined by drilling results and testing, the Government may order the contractor to install well screen, blank tubing, and sand or gravel packing as hereinafter specified. It is the intent of this specification to secure a free-flowing well of approximately 1000 gallons per minute.

1-02 Materials.

- (a) Portland cement, Type II, sulfate-resistant, complying with Federal Specification SS-C-192, or Type I S, complying with Federal Specification SS-C-197.
- (b) Casing, black steel, threaded and coupled, 12-inch i.d., wall thickness 0.406, approximately 55 pounds per foot, complying with Schedule 40, American Standards Assn., B36.10-1950.
- (c) Screen, 6-inch stainless steel, Type 304, or Everdur Bronze. Screen openings and construction as determined by manufacturer from samples of formation.
- (d) Tubing, 6-inch stainless steel, Type 304, or Everdur Bronze, minimum wall thickness 0.125".
- (e) Fittings:
 - 1 - 12" x 8" reducing elbow, 125-pound cast iron, flanged fittings, faced and drilled.
 - 1 - 12" screwed flange, 125-pound cast iron, faced and drilled.
- (f) Packing, sand or gravel, size and quality as recommended by screen manufacturer.

1-03 Formations. It is expected that the well will be founded in the Dakota Sandstone formation at a depth of 800 to 1000 feet. The following is a log of a well in the same vicinity located at the east end of Owens Bay, Lake Andes.

<u>Depth</u>	<u>Material</u>
0-20 feet	Shale
20-105 "	Sand
105-120 "	Sandy Shale
120-195 "	Snd
195-200 "	Hard rock
200-225 "	Heavy coarse sand

225-335	Feet	
335-365	"	Sandy shale
365-366	"	Shale
366-495	"	Hard rock
495-498	"	Tough shale
498-734	"	Sand
734-749	"	Sand shale and gravel
749-787	"	Hard cap rock (slate)
787-798	"	Sand
798-820	"	Hard shale
820-835	"	Sandy shale
835-977	"	Hard shale, some sand
977-982	"	Water sand Rock

8" casing set and cemented at 799 feet.

6" perforated casing set from 782 to 982 feet.

The Government does not certify to the accuracy of the log and no claim shall be made for variations from it encountered during drilling operations. The log is presented for the Contractor's convenience as indicative of the nature of subsurface formations in the general area.

1-04 Drilling Method. Drilling shall be by the rotary method, cable-tool method, or combination of both at the Contractor's option.

1-05 Construction Details. The well shall be drilled to a 10-inch minimum diameter hole and the 12-inch casing firmly seated at the top of the artesian formation to a depth of approximately 800 feet. The casing shall extend two feet above ground surface at the drilling site. The well shall be plumb and vertical within a lineal deflection of three inches per 100 feet. If this requirement is not met as drilling progresses, the Contractor shall at his own expense, correct the alignment within the specified tolerance or commence a new well at an adjacent location designated by the Engineer. The Contractor shall advise the Engineer as soon as he enters the Dakota Sandstone artesian formation and has determined that the casing can be seated.

Immediately following completion of the cased hole, the annular space between the hole and casing shall be sealed to the full depth of the casing with a sulfate-resistant cement slurry. The slurry of neat cement shall be mixed in the ratio of one bag of cement to 4½-5 gallons of water. Cementing shall be accomplished by pressure methods standard to the trade similar to the Halliburton Method. The slurry shall set for a minimum of 36 hours before proceeding with drilling operations.

After completion of cementing operations, the Contractor shall resume drilling into the artesian formation with a 12-inch, uncased, open hole. As drilling progresses, periodic observations shall be made to determine if the well is throwing sand from the formation. If these observations indicate a consolidated formation and the discharge is clear, the open hole shall be continued to the base of the formation and terminated.

If the artesian formation is unconsolidated and sand is discharged from the well, the Engineer may order optional installation of well screen, blank tubing, and sand or gravel pack. The screen size, screen openings, length, and packing shall

be as recommended by the screen manufacturer as determined from samples of the formation furnished by the Contractor. The screen shall be set to the base of the formation extending upward for the length required to develop the full capacity of the well. Blank tubing shall be installed between the upper end of the screen and the base of the 12-inch casing. The drill hole for the full depth of the screen shall be underreamed to a minimum diameter of 1 1/4 inches. The screen shall be set to the center of the hole and gravel or sand packing placed uniformly around it, completely filling the annular space between the screen and tubing and the sides of the well hole. Pressure jetting shall be used as required to consolidate the pack and develop maximum flow.

1-06 Fittings. Upon completion of the well and following yield tests hereinafter specified, the Contractor shall furnish and install at the top of the casing the fittings specified under Paragraph 1-02(e). This work shall include installation of an 8-inch, flanged gate valve furnished by the Government at no expense to the Contractor. The Contractor's obligation shall include furnishing all necessary gaskets and machine bolts for flanged fittings.

SECTION II - WELL LOG AND TESTS

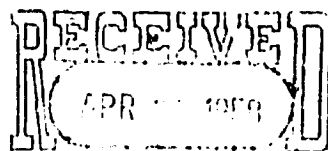
2-01 Well Log. The Contractor shall keep an accurate log of the well and retain samples of the formations encountered. The Contractor shall furnish the log and results of tests to the South Dakota Water Resources Commission and the State Geological Survey in accordance with South Dakota Statutes, Chapter 34.

2-02 Testing. The Contractor shall furnish all equipment, labor, and materials required to conduct a flow-capacity test and determine the static pressure of the well. The equipment shall consist of a horizontal section of 8-inch pipe attached to the top of the well with means for shut off. The end of the pipe shall be fitted with a calibrated orifice. Static pressure shall be measured when flow is shut off by a pressure gage installed at the top of the well. The Contractor shall notify the Engineer at least 48 hours in advance of making tests in order that a Government representative may be present to assist in recording test results.

SECTION III - MEASUREMENT AND PAYMENT

3-01 Measurement. Measurement shall be made by the Engineer of the actual work in place in accordance with items listed in the bidding schedule. Drilling of 12-inch open hole shall not proceed until the depth of 12-inch cased and cemented hole has been verified by the Engineer. All depth measurements shall be from the ground surface at the well site referred to a bench mark established near the site.

3-02 Payment. Payment for unit-price items shall be computed by applying actual measured quantities to the contract unit prices. Payment for lump-sum items shall be as bid. No separate payment will be allowed for casing extending above original ground surface and shall be considered incidental to payment for 12-inch cased and cemented hole. Payment thus determined for all items shall be payment in full for furnishing all equipment, materials, and labor required to complete the well as specified.

Permit No. 220-3

STATE WATER RESOURCES COMM.

Water Division No. _____

Water District _____

PIERRE: SOUTH DAKOTA

NOTICE OF COMPLETION OF WORKS

This blank must be filled out by the holder of permit and forwarded to the Executive Officer at least 60 days before the time set for completion of works

(P. O.) Minneapolis, Minnesota(Date) April 3, 1958

TO THE STATE WATER RESOURCES COMMISSION
OF SOUTH DAKOTA, PIERRE:

DEAR SIR: Notice is hereby given of the completion of the works for the diversion of ground water
continuously at the rate of 2.22 cu. ft. per second of the waters of the state from a well
through the Dakota Sandstone artesian aquifer
for fish and wildlife management purposes

in accordance with the terms and conditions of a certain permit heretofore issued by the Water Resources Commission of the State of South Dakota.

1. The name of the person or corporation holding said permit is United States of America,
Department of the Interior, Fish and Wildlife Service 1006 West Lake Street
Minneapolis 8,
2. The postoffice address of such person or the place of business of such corporation is Minneapolis 8,
County of Hennepin State of Minnesota
3. The number of such permit is 220-3 and the date set for the completion of such work is
Nov. 13, 1957. Work was completed September 3, 1957.
4. Said water to be used for fish and wildlife management purposes.
5. Said works of diversion will be fully completed on the date set for such completion, and the amount of
water which said works are capable of conducting to the place of intended use, in accordance with the plans accompanying the application for such permit, is 2.22 cubic feet per second.
6. The amount of land for which said water is available is a 280 acre pond
particularly described as follows: The Owens Bay Unit of Lake Andes National Wildlife Refuge
located in Section 5 and the east 1/2 Section 6 T. 96 N., R. 64 W. of 5th P.M.

I hereby certify that the facts set forth in the above notice are true.

U. S. Department of the Interior

(Signature of Owners) Fish and Wildlife Service

Bureau of Sport Fisheries and Wildlife

John D. Imberger, Regional Engineer

RECEIVED
APR 1 1959

Notice of Application of Water to Beneficial Use

(P. O.) Minneapolis, Minnesota

(Date) April 3, 1958

DEAR SIR: Notice is hereby given that on the 3rd day of September

19-57-- at Lake Andes----- County of Charles Mix----- State of South Dakota,

of 2.22 cubic feet per second of the waters of an artesian well in the Dakota

Sandstone aquifer was made in accordance with the terms and conditions of Permit No. 220-3.....

heretofore issued by the Water Resources Commission of South Dakota.

1. The name and postoffice address of the person or corporation holding said permit are United States of America, Department of the Interior, Fish and Wildlife Service, 1006 West Lake Street, Minneapolis 8, Minnesota

2. The use to which said water has been applied is fish and wildlife management purposes

3. The amount applied to beneficial use is 2.22 cubic feet per second continuously.....

4. The place where said water is used is (if for irrigation, give full and accurate description of the lands irrigated) the Owens Bay Unit of the Lake Andes National Wildlife Refuge
located in Section 5 and the east $\frac{1}{2}$ of Section 6 T. 96 N., R. 64 W. of the 5th P.M.

5. The name of the canal or ditch or other works by which said water is conducted to such place of use is from an artesian well.

6. The right to take the water from such works is based upon permit No. 220-3

7. The source of supply from which such water is diverted is Dakota Sandstone aquifer. -----

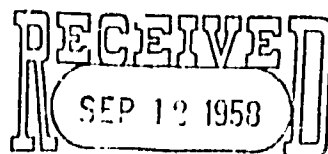
8. The date of priority which said user is prepared to establish is July 6, 1956

(Sign) John D. Umberger
John D. Umberger, Regional Engineer.
U. S. Department of the Interior
Fish and Wildlife Service
Bureau of Sport Fisheries and Wildlife

Permit No.

Water Division No.

Water District



Certificate of Examination of Works

 STATE WATER RESOURCES COMM.
 PIERRE, SOUTH DAKOTA

Report of Examining Engineer

To the State Water Resources Commission, Pierre, South Dakota:

Dear Sirs: I hereby certify that in accordance with your letter of authorization dated April 8

1958, I have this day made a thorough examination of the diversion works constructed by United States of Amer-
Department of the Interior, Fish and Wildlife Service ica
 of 1006 West Lake Street, Minneapolis 8, Minnesota

Hennepin County, Minnesota County, South Dakota, holder of Permit No. 220-3, issued
upon Application No. 220-3, bearing date of priority of July 6, 1956, authorizing thediversion of 2.22 cu. ft. per second of the waters of Dakota Sandstone Aquifer for Fish and Wildlife Manage-
ment

purposes. I have to report on the condition of the same as follows:

The diversion works comprise: A 12-inch cased artesian well in the Dakota Sandstone
Aquifer discharging through an 8" horizontal pipe stub. 8" stub has an 8" gate
valve installed in it. Water discharges directly into the Owens Bay Unit.

and the system is in the following condition:

The point of diversion is located NE 1/4 Sec. 6 T 96 N, R 64 W, 5th P.M., north shore
Owens Bay, Lake Andes, Charles Mix County.

The works are capable of diverting and conveying to the place of use 2.22 cu. ft. per second of water,
 which is to be used for Wildlife Management purposes

The legal sub-divisions to be irrigated are: None

..... comprising a total of acres of land.

The domestic use intended comprises None

The utilization for power, mining, or other beneficial uses comprises: Wildlife Management purposes in a
280 acre pond described as the Owens Bay Unit of Lake Andes National Wildlife Refuge

Witness my hand, this 3 day of September, A. D. 1958

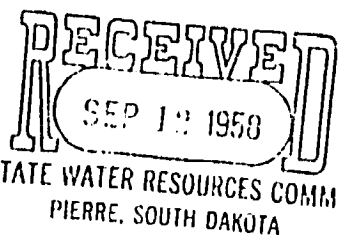
--SEAL--

Hubert Van Dyke

Examining Engineer.

Permit No. _____

Water Division No. _____ Water District _____



CERTIFICATE OF APPLICATION OF WATER TO BENEFICIAL USE

DEPOSITION OF HOLDER

Ques. 1. State your name, residence, occupation and postoffice address.

Ans. Hubert Van Dyke, Construction Management Engineer, 305 Summit Avenue,
Minneapolis 5, Minnesota

Ques. 2. If acting in behalf of a corporation, state its name, principal place of business (if a foreign corporation, give name and postoffice of statutory agent), your position with reference to same, and your authority for appearing in its behalf.

Ans. United States of America,
Dept of Interior, Bureau of Sport Fisheries and Wildlife, 1006 West Lake Street,
Minneapolis 8, Minnesota

Ques. 3. State number and date of permit, and date of priority you propose to establish under the permit.

Ans. Permit No. 220-3, dated December 31, 1956; Date of Priority, July 6, 1956

Ques. 4. State source of water supply and give exact location of point of diversion.

Ans. A 12-inch cased artesian well in the Dakota Sandstone Aquifer located NE $\frac{1}{4}$ Sec.
6 T 96 N, R 64 W, 5th P.M., north shore Owens Bay, Lake Andes, Charles Mix County.

Ques. 5. Describe your works of diversion, and state amount of water they are capable of conveying from point of diversion to place of use, and give name of canal or ditch or other works by which water is conducted to such place of use.

Ans. Well discharging 2.22 cu. ft. per second directly into Owens Bay impoundment.

Ques. 6. State for what purpose water is used and describe place of use. (If for irrigation, name each subdivision in which used, and number of acres in each subdivision that have ACTUALLY been irrigated with said water.)

Ans. Fish and Wildlife Management

Ques. 7. If for other than irrigation purpose, state how applied, amount of horse power generated, etc.

Ans. Maintaining an impoundment of approximately 280 acre area

Ques. 8. What is the minimum amount of water required for the use specified above?

Ans. 22.2 cu. ft. per second

Ques. 9. If you are not the person or representative of the corporation to whom above mentioned permit was originally issued, please state how ownership was acquired by present holder.

Ans. Ownership came

Ques. 10. State when, how, in what amount and to what extent the water diverted under above mentioned permit has been used.

Ans. The artesian well has been flowing continuously since its completion on September 3, 1957, at the rate of 2.22 cu. ft. per second into the Owens Bay impoundment for Fish and Wildlife management purposes.

(Sign.) [Signature]

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me, at my office in Minneapolis, County of Hennepin, State of Minnesota, on this 3-4-58 day of September A.D., 1958.

[Signature]
HAZEL M. EASTMAN

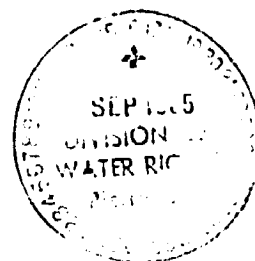
Permit No. -----	
Proof of Application of Water to Beneficial Use.	
DEPOSITION OF HOLDER	
Amount of water ----- c. f. s.	
Source -----	
County -----	
Purpose -----	
Place of Use -----	
Date of priority -----	
Received and filed -----	



United States Department of the Interior
FISH AND WILDLIFE SERVICE

MAILING ADDRESS
Post Office Box 25486
Denver Federal Center
Denver, Colorado 80225

STREET LOCATION
134 Union Blvd
Lakewood, Colorado 80224



IN REPLY REFER TO

FR/EN
WR SD

SEP 11 1985

James E. Winterton
Department of Water and Natural Resources
Water Rights Division
Joe Foss Building, 523 East Capitol
Pierre, SD 57501-3181

Dear Mr. Winterton:

This letter is a followup to your telephone conversation of September 5, 1985, with Cheryl Williss of my staff.

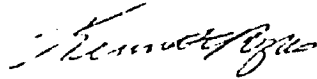
The United States holds Water License No. 220-3 for 1000 gpm (2.22 cfs) from an artesian well for fish and wildlife purposes at the Owens Bay unit of the Lake Andes National Wildlife Refuge. Because the artesian flow from this well has declined to about 450 gpm, the Fish and Wildlife Service, and Ducks Unlimited propose to drill a second well at the refuge.

Our preferred alternative would be to utilize the new well in conjunction with the existing well to provide the 1000 gpm authorized by our water right. However, we understand that South Dakota laws will not permit this. Is it correct that:

1. We cannot drill a second well as an alternate point of diversion under License No. 220-3, to be used in conjunction with the original well, with artesian flow from both wells to total 1000 gpm.
2. We cannot secure a 1985 well permit for a second well at the refuge to be used in addition to the original well, because the Dakota Sandstone aquifer was closed several years ago to all but domestic well development.
3. We can, under License No. 220-3, drill a replacement well within 200 feet of the existing well without an application or approval of the Water Commission. However, the existing well must be plugged.

We would appreciate a letter from you as soon as possible confirming the above paragraphs, as Ducks Unlimited is anxious to contract this well construction project sometime this fall.

Sincerely,

A handwritten signature in dark ink, appearing to read "Kenneth C. Rozas". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kenneth C. Rozas
Regional Engineer

Water Rights Division
605 773-3352

September 17, 1985

U.S. Dept of the Interior
Fish and Wildlife Service
PO Box 25486
Denver Federal Center
Denver CO 80225

RE: Permit No. 220-3

Mr. Kenneth C Rozas:

I am writing in response to your letter dated September 11, 1985. In response to your questions:

1. A second well cannot be drilled under Permit No. 220-3 and used in conjunction with the original well.
2. An application to withdraw water from the Dakota sandstone aquifer for other than water distribution systems (domestic use) would be sent to the Water Management Board with a deny recommendation. This recommendation would be based on information concerning the head conditions in the Dakota.

An application (No. 4298-3 enclosed) was submitted by U.S. Fish and Wildlife for this same area and for an additional well in 1980 and withdrawn after a report was written by the Water Rights Staff recommending denial.

3. A replacement well can be drilled under Permit No. 220-3 however the existing well must be plugged according to the enclosed rules. The replacement well would have to withdraw water from the same aquifer. With the head pressure loss in the Dakota a new well would probably not flow any more than the existing well.

As recommended in Ms. Christensens report (included with water right) to obtain the required amount of water to satisfy Permit No. 220-3, a pump should be installed in the present well or an attempt should be made to restore the pressure in the existing well by plugging old unused Dakota wells.

Sincerely,

GALE N SELKEN, P.E.
Hydrologist

GNS:ks

enclosures

Water Rights Division
605 773-3352

September 19, 1985

220-3

Cheryl Williss
U.S. Fish & Wildlife Service
PO Box 25486
Denver CO 80225

Dear Ms. Williss:

I have enclosed the Water Laws for the State of South Dakota, the Well Construction Standards, and General Rules of the Water Management Board. Please note SDCL 46-15-13, 46-5-30.1, 46-6-18 and 46-6-27 of the Water Laws and 74:02:01:07:01, 74:02:01:08:01 and 74:02:01:14.01 of the General Rules.

The Fish and Wildlife Water Right No. 220-3 allows one well located in Lot 3, Section 6, T96N, R64W. We would recommend denial of an application for an additional point of diversion as we have in the past, therefore the only alternatives available to you are to rehabilitate your old well or plug the old well and drill a replacement well.

If you have any further questions, do not hesitate to contact us.

Sincerely,

JAMES WINTERTON
Natural Resources Administrator

JW:ks

enclosures

Date April 25, 1986

220-3
10-85

Date _____

Date _____



United States Department of the Interior
FISH AND WILDLIFE SERVICE

MAILING ADDRESS
Post Office Box 2545
Denver Federal Center
Denver, Colorado 80225

STREET LOCATION
136 Union Blvd.
Lake Andes, Colorado 80225



IN REPLY REFER TO

FR/EN
WR SD
MAIL STOP 60190

JUL 11 1986

Mr. James Winterton
Department of Water and
Natural Resource Development
Water Rights Division
Joe Foss Building
523 East Capitol
Pierre, SD 57501-3181

Dear Mr. Winterton:

Please be advised that the well, covered under Water License No. 220-3, at the Owens Bay Unit, Lake Andes National Wildlife Refuge, was plugged and replaced on February 4, 1986.

The new well was drilled to a depth at 960 feet and cased with 920 feet of 12-inch diameter steel casing with .375 wall thickness (top) and 40 feet of 8-inch diameter stainless steel well screen (bottom). It is capped with a flange closure and a horizontal 12-inch gate valve. This well is located 65.1 feet directly east of the old well which was located in Lot 3, Section 6, T96N, R64W, Charles Mix County.

The old well was plugged by filling the lower 205 feet with coarse gravel and the upper 734 feet with cement grout.

We are enclosing a copy of the well log and well completion report for your information.

If you have any questions or require further information, please contact Ginger Chesy of our Water Resources Section at (303) 236-5322.

Sincerely,

William P. Godby
Regional Engineer

Enclosures (3)

90-85

Date _____

DUCKS Unlimited Lake Pross Middle 11/6/85 27 Tom. York
 JOB NAME LOCATION DATE RIG NO. FOREMAN

DEPTH	TIME	REMARKS
30	8:31	2" Yellow Clay
40	8:36	20-30 Yellow Gravel
60	8:42	30' Blue Clay
80	10:04	30-40 Sand streaks
100	10:26	40-50 Sand 9 sacks Bentonite
120	10:52	
140	11:01	140-160 Sand & Gravel
160	11:08	160-180 Coarse Gravel
180	11:31	Hard Rock @ 180
200	3:41	2" 5 3/4" Hole To 200' 11/7/85
220	3:51	Chalk
240	4:01	
260	4:09	Many H.S. 260-325 Codel
280	4:24	
300	4:55	
320	5:06	
340	5:18	11/8/85
360	5:40	
380	5:58	
400	9:09	
420	9:21	
440	9:39	
460	9:54	
480	10:13	
500	10:24	
520	11:44	
540	11:17	H.S. Greenhorn
560	1:30	H.S. Greenhorn
580	2:46	V 35 4 1/2" Gear Bit #10 500 34955/11/11/85
600	4:25	H.S. to 543 543-600 chalo
620	3:50	600-620 chalo = 610-669 New Strands
640	4:21	620-628 Hard chalo 669-680 fair hand 10000
660	4:52	628-634 Hard 680-693 Tuff
680	5:10	634-640 Fair hand 693-698 chalo
700	5:46	640-655 Stranded 698-700 Tuff
720	9:45	655-660 Fair hand 700-720 chalo
		720-722 chalo



Duck's Unlimited
 JOB NAME

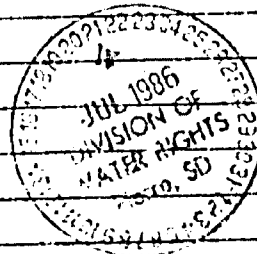
Lake Andes Well #2
 LOCATION

11/6/85
 DATE

24
 RIG NO.

Jax
 FOREMAN

DEPTH	TIME	REMARKS
720	10:23	720-730 Tuff
740	10:35	730-738 Fair sand shale streaks
780	10:47	738-740 Tuff
860	11:24	740-755 Good sand.
820	1:53	755-760 Sand streak angular hard streaks
840	2:40	780-780 Fair sand
860	5:10	780-785 Tuff fair sand.
880	9:31	785-800 Tuff shale
900	10:04	800-820 " "
920	11:00	Seen Bit #2 ✓ 35 69236 @ 825 ft. 3:05
940	11:	820-850 Tuff shale
960		850-860 " "
		860-880 " "
		880-887 streaked sand
		887-900 shale
		900-905 streaks of sand
		905-920 shale
		920-925 streaked sand.
		925-935 " "
		935-960 well-sorted sand.
		Lost mud @ 940 ft.



HURON DRILLING, INC.
P. O. Box 1422
HURON, SOUTH DAKOTA 57350

220-3

1721

PLEASE INDICATE THE ABOVE NUMBER WHEN ORDERING

(605) 352-8538

TO

Ducks Unlimited, Inc.
6115 East Main Ave.
Bismark, North Dakota 58501



QUOTATION DATE	SALESPERSON
December 30-1985	Doug Osberg
INQUIRY DATE	INQUIRY NUMBER

Attention: Dave Thompson

ESTIMATED SHIPPING RATE	SHIPPED VIA	FOR	TERMS	
QUANTITY		DESCRIPTION	PRICE	AMOUNT
		Mobilization And Demobilization Of Rig- Trucks- Pipe- Pumps And All Necessary Equipment To Plug Old Existing Artesian Well		\$ 2500.00
		Running Tremie Pipe To Bottom Of Existing Well - Including 4 Coarse Gravel Pack Material Into The Inside Of The 6" I. D. Screen From 734 Ft. To Bottom Hole Depth Of 939 Ft.		\$ 7500.00
		Cementing Existing 8" Artesian Well With Neat Cement Grout Using 290 Bags Cement With 6 To 1 Mix.		\$ 4851.70
		Dismantling Concrete Base And Cutting Off Old Artesian Well 2 Ft. Below Ground Surface With Steel Cap Welded To Casing And Filled In With Dirt To Ground Surface.		\$ 2000.00
		TOTAL ESTIMATED COST FOR PLUGGING OLD ARTESIAN WELL		\$ 16851.00
		2% Excise Tax		\$ 337.03
		TOTAL ESTIMATED COST		\$ 17188.73
		Huron Drilling Inc.		
		Doug Osberg Vice Pres.		

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECT TO THE CONDITIONS PRINTED ON REVERSE SIDE, AND IS VALID FOR _____ DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

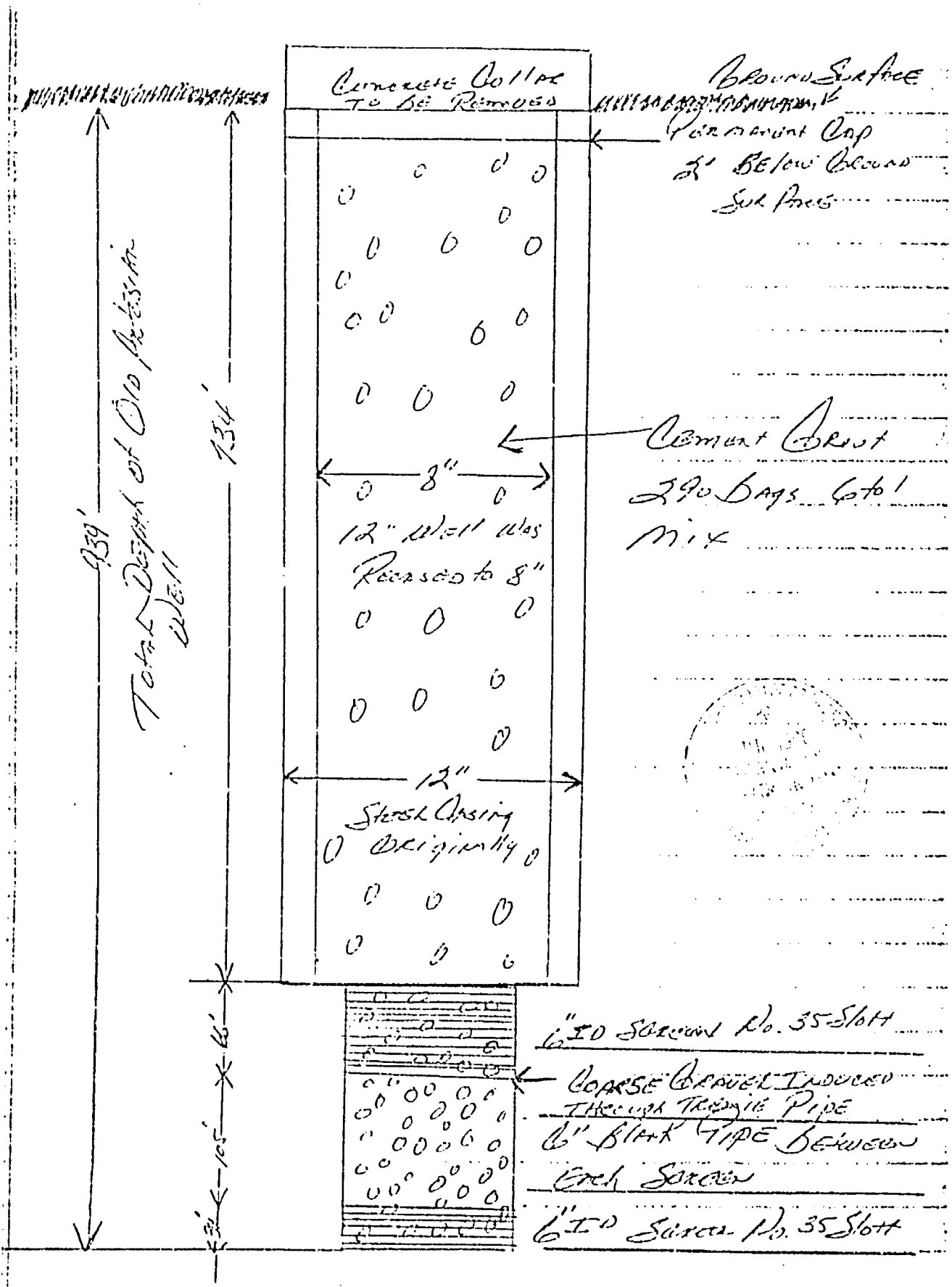
BY

ACCEPTED

DATE

SIGN AND RETURN YELLOW ACCEPTANCE COPY WHEN ORDERING

Thank You!



**South Dakota Department of
Water & Natural Resources**

Joe Foss Building
523 East Capitol
Pierre, South Dakota 57501-3181

May 14, 1987

Bill Wilson
Refuge Manager
Dept. of Interior
US Fish & Wildlife Service
Lake Andes SD 57356

RE: Control of Flowing Well. Permit No. (220-3)

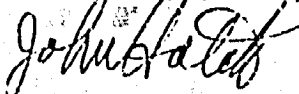
Dear Mr. Wilson:

I am writing to follow up on the telephone conversation with Gale N Selken (Division staff Hydrologist) on May 11, 1987.

In April, 1986 USF&W contracted to drill a replacement for a well authorized by Water Right No. 220-3. This well provides water for maintenance of water levels in Owens Bay. During routine field investigations May 1, 1987, staff engineers observed that the well was flowing and that Owens Bay and Lake Andes were full and in fact road grades were under water. Allowing the well to flow when water is not needed or put to beneficial use is a violation of SDCL 46-5-46 and SDCL 46-6-14.

Mr. Wilson agreed that the well should be shut-off until the well water is needed again. Follow-up field investigations will be conducted. Thank you for your cooperation.

Very truly yours,



JOHN HATCH, Chief Engineer
Water Rights Division
605 773-3352

cc: Galen Buterbaugh, Regional Director
Dept. of Interior
US Fish and Wildlife Service
Box 25486, Federal Center
Denver CO 80225

Robert Green, Regional Hydrologist
Dept. of Interior
US Fish & Wildlife Service
Box 25486, Federal Center
Denver CO 80225

Rath, Mark

220-3

From: Rath, Mark
Sent: Wednesday, November 9, 2022 7:20 AM
To: Bottle, Ken
Cc: Cordova, Carrie; Andrews, Jaron R
Subject: RE: [EXT] Lake Andes

Ken,

After reviewing the USFWS proposal to lower the Owens Bay dike at Lake Andes NWR and checking with our Surface Water Quality Program, SD DANR won't require any permitting for the dike modification and Water Right No 220-3 for fish and wildlife management will not need to be modified.

Mark D Rath
Department of Agriculture and Natural Resources
Water Rights Program
523 E. Capitol Ave. Pierre SD, 57501
605.773.3352
danr.sd.gov



From: Bottle, Ken <ken_bottle@fws.gov>
Sent: Tuesday, November 8, 2022 3:57 PM
To: Rath, Mark <Mark.Rath@state.sd.us>
Cc: Cordova, Carrie <carrie_cordova@fws.gov>; Andrews, Jaron R <jaron_andrews@fws.gov>
Subject: [EXT] Lake Andes

Hi Mark,

Thank you for getting back to us so quickly regarding our question about possible construction permitting at Lake Andes NWR. To follow up, I just wanted to confirm with you that if the FWS wanted to lower the Owen's Bay levee, there would not be a construction permit needed. I understand we should also check with the USACE to make sure there aren't 404 permitting concerns. Along the same lines, there would not be a need to change the water rights for the Well (220-3), correct?

Thanks,
Ken

Ken Bottle
Hydrologist
Refuges | Division of Water Resources
U.S. Fish and Wildlife Service