

FLOOD PREVENTION  
OPERATION AND MAINTENANCE AGREEMENT

BEAR-HYBARGER CREEK, WASHITA RIVER WATERSHED

THIS AGREEMENT, made and entered into this 14th day of June, 1964, by and between the SOIL CONSERVATION SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE, hereinafter referred to as the "Service" and the City of Lindsay, Oklahoma, hereinafter referred to as the "Sponsoring Local Organization," relates to the operation and maintenance of the following described works of improvement.

One floodwater retarding structure, Site No. 3A including Basic Facilities, located in the Bear-Hybarger Creek Watershed, a tributary of the Washita River located in Garvin County, Oklahoma.

I. OPERATIONS

The parties hereto agree as follows to the operation of the above described works of improvement:

A. The Sponsoring Local Organization will:

1. Principal Spillway - Prohibit the installation of gates or other obstructions at either the upstream or downstream ends of the principal spillways.
2. Emergency Spillway - Prohibit obstructions of any kind being placed in any portion of the spillway. Prohibit any works, such as roads, through the spillway except as mutually agreed to between the Service and the Sponsoring Local Organization or called for in the plan of structures to raise any portion of the spillway above the planned elevation shown, or to deflect or decrease the planned flow through the spillways in any manner.
3. Flood Channel - Prohibit the installation of dikes or other structures in the flood channel which may decrease the capacity of the channel or deflect the flow from the constructed channel bottom.
4. Basic Facilities - Be responsible for policing, sanitation and safety.
5. Provide free access to Soil Conservation Service representatives to inspect facilities at any time.
6. Make certain the water use by farm owners is in accordance with State Law.

B. The Service will:

1. Provide such technical service as is available for assistance in the proper operation of the works of improvement listed above.

II. MAINTENANCE

The parties hereto agree as follows to the maintenance of the above described works of improvement:

A. The Sponsoring Local Organization will:

1. Assume the responsibility for the maintenance of the works of improvement listed on Page 1 of this agreement and assume the costs of the maintenance operations.
2. Make an annual inspection and make a record of findings by October 1 of each year with a representative of the Service as may be assigned by the State Conservationist. Items to be checked at time of inspection will include, but not be limited to, the following:
  - a. Principal Spillway
    - (1) Damage or obstructions.
    - (2) Condition of outlet and riser.
    - (3) Elevation of sediment in relation to top of riser.
    - (4) Trash rack or anti-vortex baffle.
  - b. Emergency Spillways
    - (1) Erosion of spillway.
    - (2) Sedimentation of spillway channel.
    - (3) Vegetation, weeds, or debris that reduce capacity.
    - (4) Conformity with original design (deposition or sloughing).
  - c. Embankments
    - (1) Settlement or cracking, or both.
    - (2) Erosion.
    - (3) Signs of leakage.
    - (4) Protective vegetative cover.
  - d. Flood Channel
    - (1) Deposition of sediment.
    - (2) Bank cutting.
    - (3) Lodging of debris.
    - (4) Condition of riprap and other works.

- e. Fence and Gates
    - (1) Breakages or damage.
    - (2) Condition of gates.
  - f. Basic Facilities
    - (1) Breakages or damage.
    - (2) Road Condition.
3. Make an inspection after each flood flow. Remove and dispose of debris accumulating against fences, in and around the principal spillway, in emergency spillways, or on the dam. It is desirable that these unscheduled inspections be performed by the parties to this agreement in company with each other.
  4. Perform all maintenance needs that are mutually agreed to be necessary by the inspection party. These "Agreed to" maintenance needs will be performed within the time limits mutually agreed to by the above mentioned inspection teams. Maintenance will include, but not be limited to the following:
    - a. Remove and dispose of debris accumulating against fences, in and around principal spillway, in emergency spillways, or on dam.
    - b. Repair channels as required.
    - c. Repair damaged riprap (if applicable).
    - d. Repair erosion damage such as scouring of emergency spillways, embankment, and gullies endangering structures.
    - e. Repair fence and gates.
    - f. Maintain a protective grass cover on the dams and in the emergency spillways.
    - g. Repair Basic Facilities and roads as required.
    - h. Complete other maintenance work as recommended in Service inspection reports.
  5. Provide the Service, after each inspection, with a time schedule for accomplishing the maintenance required.
  6. Keep a record of maintenance inspections and operations and have it available at all times for inspection by the Service.
  7. Provide free access to representatives of the Service to inspect the works of improvement covered in this agreement at any time.

8. Execute a maintenance agreement satisfactory to the Service when any operations and maintenance is to be performed by an organization other than the Sponsoring Local Organization, and incorporate such an agreement as a supplement to this Operation and Maintenance Agreement before an invitation of bid is issued.

B. The Service will:

1. Provide necessary personnel to participate in scheduled inspections to determine maintenance requirements.
2. Provide the Sponsoring Local Organization technical services as needed and available to prepare plans, specifications, and designs for maintenance and operation activities.
3. Provide the Sponsoring Local Organization with a written report of maintenance inspections.

III. EQUIPMENT, MATERIALS AND METHODS

A. Types of equipment and materials that will normally be required for operation and maintenance are, but not limited to:

1. Equipment - for grass planting, mowing and fence repair; other equipment that will be required during heavy flows through emergency spillway will be tractors with bulldozer or carryall, dump truck or grader.
2. Materials - earth fill material, seed, fertilizer, grass seed and roots, fence posts, wire, concrete and concrete blocks.

IV. ANNUAL MAINTENANCE COST

Annual maintenance cost of the one floodwater retarding structure, including Basic Facilities, is estimated to be \$2,461.00. Funds to carry out this responsibility will be secured as follows:

A. General Revenue Fund.

No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom. This provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

Willard A. Payne  
By Willard A. Payne  
Title Mayor  
Date June 11, 1964

This action authorized at an official meeting of The City Council on 11 day of June, 1964, & Jan. 6 & 31) Lindsay, State of Oklahoma.

Attest: Mildred Casada  
Title: City Clerk

UNITED STATES DEPARTMENT OF AGRICULTURE  
SOIL CONSERVATION SERVICE

By Ray Walker  
Title State Conservationist  
Date June 15, 1964