

FLOOD PREVENTION  
OPERATION AND MAINTENANCE AGREEMENT

Panther Creek WATERSHED

THIS AGREEMENT, made and entered into this 9 day of Dec., 1957  
by and between the SOIL CONSERVATION SERVICE, UNITED STATES DEPARTMENT OF  
AGRICULTURE, hereinafter referred to as "The Service" and the \_\_\_\_\_  
Upper Washita Soil Conservation District  
hereinafter referred to as the "Sponsoring Local Organization", relates to  
the operation and maintenance of the following described works of improvement.

Sites 4, 5, & 6 floodwater retarding structures  
located in the Panther Creek Watershed, a  
tributary of the Washita River located in Custer  
County, Oklahoma.

I. OPERATIONS

The parties hereto agree as follows to the Operation of the above  
described works of improvements.

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 a road, 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. Provide free access of Soil Conservation Service representatives  
to inspect facilities at any time.
5. Explain the importance to each landowner of becoming fully  
acquainted with the State Law on the use of surface water.

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.

MAINTAINENCE

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 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) Breagages or damage.
  - (2) Condition of gates.
3. Make an inspection after each flood flow. Remove and dispose of debris accumulating against fences, ~~and~~ 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.
    - \* Maintain a protective grass cover on the dams and in the emergency spillways.
    - g. 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 inspection 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 supplemental to this Operation and Maintenance Agreement before an invitation to bid is issued.

B. The Service will:

1. Provide necessary personnel to participate in schedule 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 and wire.

IV. ANNUAL MAINTENANCE COST

Annual maintenance cost of the Sites 4, 5, & 6 floodwater retarding structures, is estimated to be \$600.00. Funds to carry out this responsibility will be secured as follows:

- A. By maintenance association organized by the landowners on the watershed supplemented by the district cooperators funds.
- B. By heavy equipment furnished by local contractor working in the district and by equipment made available by the Upper Washita District.
- C. By farm equipment and labor furnished by landowners on whose land the structures are located.

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.

UPPER WASHITA  
SOIL CONSERVATION DISTRICT  
BY: Jess DeWitt  
TITLE: Chairman, Board of Supervisors  
DATE: Dec. 9, 1957

This action authorized at an  
official meeting of district  
Board on 9 day of Dec.  
1957, at Hammou, Okla  
State of Oklahoma

Attest: W. S. Hiatt  
Title: Secretary

\_\_\_\_\_  
\_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

This action authorized at an  
official meeting of District  
Board on \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_\_\_, at \_\_\_\_\_  
State of Oklahoma

UNITED STATES DEPARTMENT OF AGRICULTURE  
SOIL CONSERVATION SERVICE  
BY: Ray Walker  
TITLE: State Conservationist  
DATE: DEC 18 1957