

FLOOD PREVENTION
OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into the 13th day of March, 1958, by and between the Soil Conservation Service, United States Department of Agriculture, hereinafter referred to as the "Service", and the City of Chickasha, County of Grady, State of Oklahoma, hereinafter referred to as the "City", relates to the operation and maintenance of the following described Works of Improvement:

One (1) floodwater retarding structure and municipal water supply on Spring Creek, a subwatershed of the Washita River near Verden, Oklahoma, such structure to provide approximately 16,600 acres of floodwater detention capacity.

The estimated annual cost of operating and maintaining the Works of Improvement herein described is \$7500⁰⁰, based on present construction costs.

I. OPERATION

The parties hereto agree as follows to the operation of the above described Works of Improvement:

A. The Service will:

1. Provide through the City such technical services as are available for assistance in the proper operation of the Works of Improvement.

B. The City will:

1. Accept full responsibility for the structural design and furnish assurance that any and all structural repairs and/or replacements will be promptly installed as needed to keep the structure functioning as planned.
2. Prohibit the 5'x 5' and the two 5'x 4' openings in the control tower at the elevation of the municipal pool (1192.0') from being closed so that they are kept permanently opened in order that the structure can function as a flood prevention dam by releasing the flood storage provided in the reservoir.
3. Keep the 48"x 48" sluice gate at the upper end of the conduit in an open position and will keep the gate inoperative by either welding the stem to an anchor in the concrete wall near the top of the tower or by welding the lift control mechanism so that the gate cannot be lowered into the closed position without cutting the weld. This gate will not be closed at any time unless

necessary to do so in order to service the 60" gate on the outside of the tower or for some other emergency reason and as soon as the emergency is over the 48" gate will again be opened and rewelded to make it inoperative.

4. Be responsible for operation and maintenance simultaneously with acceptance of the work from the contractor.
5. Prohibit the installation of gates or other obstructions of any kind being placed in any portion of the principal or emergency spillways.
6. Prohibit any works to raise any portion of the spillway above the planned elevation or to deflect or decrease the planned flow through the spillways in any manner.
7. Prohibit the installation of dikes or other structures which may decrease the capacity of the flood channel or deflect the flow from the constructed channel bottom.
8. Take all other necessary steps to insure that the structures are permitted to function in the manner for which they were designed.

II. MAINTENANCE

The parties hereto agree as follows to the maintenance of the above described Works of Improvement:

A. The Service will:

1. Inspect the described Works of Improvement at least annually.
2. Prepare a report of inspection findings, recommending maintenance work needed, and indicating when such work should be completed. A copy of this report will be furnished the City.
3. Provide such technical services as are needed and available for preparing plans, designs and specifications and for maintenance items requiring this service.

B. The City will:

1. Inspect the Works of Improvement at least annually and after every major storm or the occurrence of any other unusual condition that might adversely affect the Works of Improvement to insure proper functioning of the structures and to check for possible damage or deterioration. Items to be checked at time of inspection will include, but not be limited to, the following:

- a. Principal spillways.

- (1) Damage or obstructions.
 - (2) Condition of outlet and riser.
 - (a) Signs of seepage.
 - (b) Separation of joints.
 - (c) Cracks or breaks.
 - (d) Differential settlement.
 - (3) Sediment level in relation to top of riser.
- b. Emergency spillways - drainage ways.
- (1) Erosion.
 - (2) Sedimentation.
 - (3) Weeds, logs and other obstructions or accumulations reducing channel capacity.
 - (4) Conformity with original design (deposition or sloughing).
- c. Reservoir area.
- (1) Undesirable vegetative growth.
 - (2) Cut or fallen trees.
 - (3) Slash and other debris.
- d. Embankments.
- (1) Settlement or cracking.
 - (2) Erosion.
 - (3) Leakage.
 - (4) Rodent, wildlife or livestock damage.
 - (5) Condition of vegetative cover.
- e. Flood channel.

- (1) Sedimentation.
 - (2) Bank cutting.
 - (3) Debris accumulation.
 - (4) Condition of ripraps and other works.
 - (a) Undermining.
 - (b) Damage or deterioration.
 - (c) Adjacent channel scouring.
 - (5) Adjacent property damage.
- f. Fences and Gates.
- (1) General Condition - Repairs Needed.
 - (a) Loose or damaged posts.
 - (b) Loose or broken wires.
 - (c) Accumulated debris.
 - (d) Open gates.
2. Perform all maintenance needs indicated by Service inspection reports within the time limits specified and in such manner as not to damage the structures in any way. Maintenance will include, but not be limited to, the following:
- a. Remove and burn debris.
 - b. Refill, smooth and vegetate rilling on embankments, spillways and drainage ways.
 - c. Realign disposal channel where needed.
 - d. Repair damaged riprap or other works.
 - e. Repair fences and gates where needed.
 - f. Complete other maintenance work as indicated in Service inspection reports.
3. Prepare a report for each inspection performed and furnish one copy to the Service. Maintain a record of all maintenance work performed and make such records available for review by the Service.

4. Obtain Operation and Maintenance funds from levies received from operations of the City government, City of Chickasha.

III. IT IS MUTUALLY AGREED THAT:

- A. Government representatives shall have the right of free access to inspect the Works of Improvement at any time.
- B. Whenever possible the parties to this agreement will make their annual inspections jointly. Annual inspections will be made during the months of July. Any supplemental inspections then determined necessary will be scheduled and agreed to at that time.
- C. The City will secure prior Service approval of any agreement(s) to be entered into with other parties for any operation or maintenance of these Works of Improvement and furnish the Service with copies of such agreements. The City will also notify in writing the party assuming operation or maintenance responsibilities under the agreement and provide the Service with 3 copies of such notification.

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.

CITY OF CHICKASHA, OKLAHOMA
 By: Jack Linn
 Title Mayor
 Date March 13, 1958

This action authorized at an official meeting of City Council on the 13th day of March 1958, at Chickasha, Oklahoma.
 Attest: Lenna Jones
 Title City Clerk

SOIL CONSERVATION SERVICE
 UNITED STATES DEPARTMENT OF AGRICULTURE
 By: Ray Walker
 Title State Conservationist
 Date March 14, 1958