

Project Wildhorse Creek
State Oklahoma

**BASIC FACILITY
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into the 17th day of December, 1965, by and between the Soil Conservation Service, United States Department of Agriculture, hereinafter referred to as the Service, and the City of Duncan, hereinafter referred to as the City relates to the operation and maintenance of the following described Works of Improvement.

Multipurpose Structure No. 39, Recreational Facility, and Basic Facilities relating thereto, comprising the public recreational development, hereinafter referred to as the Development, located in Stephens County, Oklahoma.

The Basic Facilities consist principally of the following:

1. Fencing

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| a. Perimeter | 17 Miles |
| b. Cattle Guards | 12 Each |

2. Roads

- | | |
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| a. Hard Surface (Includes Grade, Drainage, and Bituminous surface) | 5 Miles |
| b. Improved (Includes Drainage, Oil Mat, and Chat Surface) | 7 Miles |

3. Parking Areas

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| a. Improved (Includes Drainage, Oil Mat, and Chat Surface) | 4 Acres |
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4. Utilities

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|------------------|--------|
| a. Water Systems | 2 Each |
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5. Sanitary Facilities

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|----------------------------|---------|
| a. Latrines, Flush Toilets | 2 Each |
| b. Pit Toilets | 10 Each |
| c. Sewage Disposal System | 2 Each |

6. Picnic Facilities

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|-----------------------------|----------|
| a. Picnic Tables (Concrete) | 200 Each |
| b. Grills | 50 Each |
| c. Group Shelter | 1 Each |

- 7. Boating
 - a. Unloading Ramps 4 Each
- 8. Fishing
 - a. Fishing Docks 4 Each
 - b. Fishing Docks (Enclosed) 2 Each
- 8. Swimming
 - a. Swimming Beach 1 Each
- 9. Planting for Wildlife Food and Cover 100 Acres

The estimated annual cost for operating and maintaining the works of improvement herein described is \$28,485.00 based on long-term price levels.

I. OPERATION

A. Basic Facilities

1. The Service will:

- a. Provide such technical services as are available in the operation of the Development.
- b. At least annually review with the City the operation of the Development, and prepare and provide the City with a copy of the Service's recommendations for corrective action, where necessary.

2. The City will:

- a. Be responsible for the operation of the Development effective on a date to be agreed to by the Service and the City. This date will be established as soon as the City and the Service can determine the date the Development, or any part thereof, will be ready for use by the public.
- b. Operate the Development for the use of the public generally, and not limit its use to certain segments of the public or organized groups.
- c. Keep the Development available for use by the public during the period beginning 11/1/44 and ending 10/31/45 of each year.
- d. Comply with all State and local laws and regulations regarding safety, health, and sanitation.

- e. Insure orderly conduct at all times by the public, and by employees, representatives, and concessionaires of the City.
- f. Prohibit the posting of commercial advertising signs on the premises.
- g. Prohibit the installation of any structures or facilities which would impair the use of the water and land areas devoted to recreational purposes.
- h. Prepare, post, and maintain at prominent locations within the Development for the information of the public a set of rules and regulations covering use of the Development by the public.
- i. At least annually review with the Service the operations of the Development. Carry out in a prompt and timely manner any corrective actions recommended by the Service.

II. MAINTENANCE

A. Basic Facilities

1. The Service will:

- a. Provide such technical assistance as is needed and is available for preparing plans, designs and specifications for needed maintenance of the Development.
- b. Inspect the Development at least annually in September and prepare and furnish to the City a report of the inspection findings including recommendations for maintenance work needed and when such work should be completed.

2. The City will:

- a. Be responsible for the maintenance of the Development effective at the time each basic facility has been installed and is accepted from the contractor, or, if force account methods are employed, simultaneously with completion of each separately identifiable facility.
- b. Maintain the Development in a good and usable condition at all times; comply with any applicable State law. Take prompt and proper action to carry out in a timely manner such maintenance needs as are indicated as a result of its inspections and those of the Service.
- c. Inspect the Development as follows:
 - (1) At a time sufficiently in advance of the beginning date specified in paragraph I-A-2-c to assure performance of needed maintenance prior to said beginning date.

- (2) Each month during the operating season specified in paragraph I-A-2-c.
 - (3) Immediately after every major storm or the occurrence of any other unusual condition that might adversely affect operation, security, or condition of the Development.
- d. Prepare a written report of all maintenance needs found as a result of its inspections including plans for performing needed maintenance. Provide the Service with a copy of each report. Maintenance may include, but is not limited to, the following:
- (1) Removal from land and water areas weeds, logs, slash and other debris which may interfere with use of the Development.
 - (2) Repair of damaged posts and loose or broken wires of fences and gates.
 - (3) Interior or exterior painting, or both, of buildings and other structures and facilities such as docks, latrines, and shelters.
 - (4) Mowing to maintain a sightly appearance and eliminate fire hazards.
 - (5) Cleaning and shaping of drainage ditches, culverts, and outlets.
 - (6) Blading or resurfacing of roads and trails and parking areas.
 - (7) Blading, filling and packing of clay blankets, and redistribution of sand covers comprising beach areas.
 - (8) Repair or replacement of damaged or deteriorated items such as picnic tables and benches, fireplaces and fire-place grates, windows, lockers, seats in toilets and bathhouses, water and electrical outlets, boat docks and ramps, and utility poles and lines.
 - (9) Control of brush.
 - (10) Revegetation of land areas and shoreline.
- e. Maintain a record of all maintenance work performed and make such records available for review by the Service.
- f. Other than during the period specified in paragraph I-A-2-c furnish such on-site services as may be necessary to adequately secure and protect the Development.

- g. Secure prior Service approval of any agreement to be entered into with other parties for maintenance of the Development. Provide the Service with a copy of the agreement after it has been signed by the City and the other party.

III. IT IS MUTUALLY AGREED THAT:

- A. The City may arrange in writing with another party or parties, for operation or maintenance or both in whole or in part of the Development. Any such arrangement must be consistent with the intent of this agreement and must have the prior approval of the Service.
- B. Government representatives shall have the right of free access to the Development at any time for operations review and maintenance inspection purposes.
- C. Whenever possible, representatives of the City will accompany Service representatives when conducting the annual inspection provided for in paragraph II-A-1-b.
- D. No member of Congress or resident commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

CITY OF DUNCAN

By *Wm. J. J. [Signature]*
 Title Mayor
 Date Dec 16 1965

This action authorized at an official meeting of City Council on 14th day of December, 1965, at Duncan, State of Oklahoma.

Attest: *T. E. Leapp*
 Title City Clerk

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

By *C. Q. Tidwell*
 Title State Conservationist
 Date 12-17-65