

OPERATION AND MAINTENANCE AGREEMENT

BIG WEWOKA CREEK WATERSHED

THIS AGREEMENT, made and entered into this 3rd day of March, 1965, by and between the City of Seminole, Oklahoma, hereinafter referred to as the "City" and the Seminole County, Hughes County, Shawnee Soil and Water Conservation District and Wewoka Creek Water and Soil Conservancy District No. 2, hereinafter referred to as the "Sponsoring Local Organization," relates to the operation and maintenance of the following described works of improvement.

Site 22, Recreation and floodwater retarding structures located in the Wewoka Creek Watershed.

I. OPERATIONS

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

A. The City 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 City 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 to Sponsoring Local Organization representatives to inspect facilities at any time.
5. Make certain the water use by farm owners is in accordance with State Law.

B. The Sponsoring Local Organization 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 City 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 _____ of each year with a representative of the Sponsoring Local Organization. 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.
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. Complete other maintenance work as recommended in Sponsoring Local Organization inspection reports.
5. Provide the Sponsoring Local Organization, 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 Sponsoring Local Organization.
7. Provide free access to representatives of the Sponsoring Local Organization to inspect the works of improvement covered in this agreement at any time.

B. The Sponsoring Local Organization will:

1. Provide necessary personnel to participate in scheduled inspections to determine maintenance requirements.
2. Provide the City technical services as needed and available to prepare plans, specifications, and designs for maintenance and operation activities.
3. Provide the City 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 is estimated to be \$1,000. Funds to carry out this responsibility will be secured as follows:

- A. Revenue from recreational facilities.
- B. Other revenue available from the City.

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 SEMINOLE OKLAHOMA

By *Fred Adair*
 Title Mayor
 Date Feb 2 - 1965

This action authorized at an official meeting of City Council on 2 day of Feb, 1965, at Seminole, State of Oklahoma.

Attest: _____
Title: _____

SEMINOLE COUNTY SOIL AND WATER CONSERVATION DISTRICT

By *Chester Gates*
 Title Chairman
 Date 2-26-65

This action authorized at an official meeting of Board of Supervisors on 26th day of February, 1965, at Wewoka, State of Oklahoma.

Attest: *Arvid H. Merdick*
Title Clerk

HUGHES COUNTY SOIL AND WATER CONSERVATION DISTRICT

By *Glenn D. Edwards*
 Title Chairman
 Date 2-10-65

This action authorized at an official meeting of Board of Supervisors on 12 day of January, 1965, at Holdenville, State of Oklahoma.

Attest: *James L. Booker*
Title: Clerk

SHAWNEE WATER AND SOIL CONSERVATION
DISTRICT

This action authorized at an official
meeting of Board of Supervisors on
15th day of February, 1965,
at Shawnee, State of Oklahoma.

By Glen D. White
Title Chairman
Date 2-15-65

Attest Alma L. Shepard
Title Clerk

WEWOKA CREEK WATER AND SOIL CONSERVANCY
DISTRICT NO. 2

This action authorized at an official
meeting of Board of Supervisors on
3rd day of March, 1965,
at Wewoka, State of Oklahoma.

By James Phelps
Title Chairman
Date 3-3-65

Attest [Signature]
Title Sec. [Signature]

CONCUR: Ray Walker
Ray Walker, State Conservationist
United States Department of Agriculture
Soil Conservation Service