

Site 22
file

WATERSHED PROTECTION
OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of April, 1957,
by and between the SOIL CONSERVATION SERVICE, hereinafter referred to as
"The Service", and the SEMINOLE COUNTY SOIL CONSERVATION [SERVICE] DISTRICT #1,
HUGHES COUNTY SOIL CONSERVATION [SERVICE], SHAWNEE SOIL CONSERVATION [SERVICE],
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:

Big Wewoka Creek Site No. 22 retarding structure as described on Table 1
(revised January, 1957) of the Big Wewoka Creek Watershed Work Plan.

This structure is located in Seminole County, Oklahoma.

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

1. The "Service will:

Furnish technical assistance as needed to determine that structures
are functioning in the manner for which they were designed.

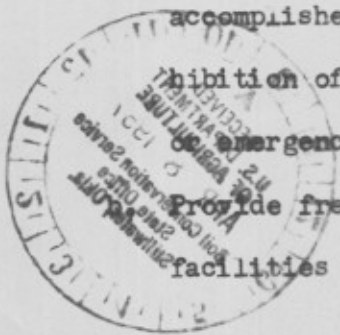
2. The "Sponsoring Local Organization" will:

a. Take necessary steps to insure the structures are permitted to
function in a manner for which they were designed. This may be

accomplished by counseling with landowners relative to the pro-
hibition of placing baffles, or other obstructions on the principal

emergency spillway thereby affecting its efficient operation.

Provide free access of government representatives to inspect
facilities at any time.



- c. Make certain the water use by farm owners is in accordance with State law.

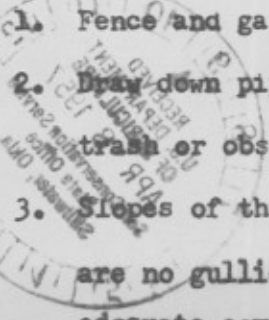
II
The parties hereto agree as follows to the MAINTENANCE of the above described works of improvement:

1. The "Service" will:

- a. Participate in maintenance and operations inspections only to the extent of furnishing technical assistance to aid in inspection and furnishing technical design information necessary for the operation and maintenance programs. Inspections will be made as needed and at least annually.
- b. Furnish technical assistance where such is needed for doing major repair jobs.

2. The "Sponsoring Local Organization" will:

- a. Maintain fencing of the dams during the life of the structures.
- b. Maintain a good grass cover on the dams and in the emergency spillways.
- c. Keep debris from clogging the draw down pipe and portholes (if any)
- d. Inspect each structure periodically during the first week of January and July, also after every major rain that would cause floodwater to be discharged. Inspections to include:

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1. Fence and gates around the dam and spillway.
2. Draw down pipe and portholes, to keep them free of trash or obstructions.
3. Slopes of the dam and emergency spillways to see that there are no gullies forming, and that there is a vigorous, growing adequate cover.

- e. Each January make an acceptable plan of maintenance activities to maintain complete vegetative cover, dirt elevations, grades and smoothness, fence and gates, and control of debris and obstructions that might cause interruption of proper water discharge.
- f. Maintain maintenance records of operation and maintenance inspections performed, and have it available at all times for inspection by SCS.
- g. Provide a district employee from each of the Seminole County, Hughes County and Shawnee Soil Conservation Districts to make the inspections, do manual labor as needed, and make up the annual plan of maintenance.
- h. Provide equipment and materials necessary to keep the structure in first class condition. The district will supply district equipment on hand and use it for maintenance work, and also, furnish man power to do hand labor as necessary.
- i. Material such as seed, fertilizer, bermuda grass roots, fence posts and wire will be furnished as needed. Valves and pipes that might wear out in a period of years will be replaced.
- j. Annual maintenance cost of this structure is estimated to \$1,000.00 (see Exhibit 1). Funds to carry out this responsibility will be secured as follows:

- (1) 55.04% of actual cost from the State Game and Fish Commission in accordance with agreement as of April 3, 1957
- (2) 44.96% of actual costs from Wevoka Creek Water & Soil Conservancy District No. 2, tax levy against benefited land in said District.

No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of the 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.



MEWOKA CREEK WATER AND SOIL CONSERVANCY DISTRICT #2

By *J. J. Davis*
Chairman
Date: April 3, 1957

SEMINOLE COUNTY SOIL CONSERVATION DIST. #1

By *Chester Bates*
Chairman
Date: April 3, 1957

HUGHES COUNTY SOIL CONSERVATION DISTRICT

By *Hayes Stafford*
Chairman
Date: April 3, 1957

SHAWNEE SOIL CONSERVATION DISTRICT

By *V. E. Pearson*
Chairman
Date: April 3, 1957

SOIL CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

By *Ray Walker*
State Conservationist
Date: April 15, 1957



Exhibit No. 1
Estimate of Annual
Anticipated Cost Items

Inspectors.

1. Three District Employees @ 4 days each - 12 days	\$120.00
2. Labor for removing debris after each heavy rain and repair eroded areas. 30 days	300.00
3. Transportation 2000 miles @ 8¢	160.00
4. Maintenance and Repair of district owned equipment	100.00
5. Extra equipment, trailer and boat distributed on 10 year boat	40.00
6. Dirt moving costs	240.00
7. Replacement materials and supplies	<u>40.00</u>
	\$1,000.00

