

Dist. 7-3-62
1 - E. J. Gorman
1 - W. C.
1 - A.

AMJ

Project _____
State Oklahoma

OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into the 27th day of June, 1962, by and between the Soil Conservation Service, United States Department of Agriculture, hereinafter referred to as the "Service," and the Sequoyah, Adair and Cherokee County Soil and Water Conservation Districts; the Sallisaw Creek Conservancy District; the City of Stilwell, Oklahoma and the City of Sallisaw, Okla., hereinafter referred to as the "Sponsoring Local Organization," relates to the operation and maintenance of the following described Works of Improvement: Forty (40) Floodwater retarding structures as described on Page 17, Figure 3, of the Sallisaw Creek Watershed Work Plan, located in Sequoyah, Adair and Cherokee Counties. Estimated annual cost of operation and maintenance is \$4,601.00. Two (2) multiple-purpose structures as described on Page 17, Figure 3, of the Sallisaw Creek Watershed Work Plan to be operated and maintained by the cities of Stilwell (Site 18) and Sallisaw (Site 29) at an estimated average annual cost of \$8,148.00. The estimated annual cost for operating and maintaining the works of improvement herein described is \$ 12,749.00 based on present construction costs.

I. OPERATION

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

- A. The Service will provide such technical services as are available for assistance in the proper operation of the works of improvement.
- B. The Sponsoring Local Organization will:
 - 1. Be responsible for operation of the works of improvement simultaneously with acceptance of the works of improvement from the contractor.
 - 2. Prohibit the installation of gates or other obstructions of any kind being placed in any portion of the principal or emergency spillway(s).
 - 3. Prohibit any works to raise any portion of the spillways above the planned elevation or to deflect or decrease the planned flow through the spillways in any manner.
 - 4. 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.
 - 5. Take all other necessary steps to insure that the works of improvement are permitted to function in the manner for which they were designed, and are operated in accordance with any applicable State law.

II. MAINTENANCE

The parties hereto agree as follows to the maintenance of the works of improvement:

A. The Service will:

1. Inspect the works of improvement at least annually.
2. Prepare and furnish to the Sponsoring Local Organization a report of inspection findings including recommendations for maintenance work needed and when such work should be completed.
3. Provide such technical services as are needed and available for preparing plans, designs and specifications for needed maintenance of the works of improvement.

B. The Sponsoring Local Organization will:

1. Be responsible for maintenance of the works of improvement simultaneously with acceptance of the works of improvement from the contractor.
2. 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 and to check for possible damage or deterioration. Items to be checked at time of inspection may 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 riprap 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.
3. Perform, in accordance with any applicable State laws, all maintenance needs indicated by inspections and reports thereof within the time limits specified, if any, in such manner as not to damage the works of improvement in any way. Maintenance may 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. Other maintenance work as indicated in Service inspection reports.
4. 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.
5. Perform operation and maintenance by district equipment and local contract where applicable.
6. Obtain operation and maintenance funds by tax levy by the Sallisaw Creek Conservancy District & the cities of Stilwell & Sallisaw, Oklahoma against benefited lands of said districts.

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. It is desirable that the annual inspections be made during the month(§) of July. Any supplemental inspections then determined necessary will be scheduled and agreed to at that time.
- C. The Sponsoring Local Organization 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 2 copies of such agreements. If the agreement does not state a specific effective date, the Sponsoring Local Organization will notify the other parties to the agreement in writing of such date. 2 copies of the notification will be provided the Service.

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.

This action authorized at an official meeting of Sequoyah County SWCD Board of Supervisors on 27 day of June, 1962, at Dallisaw, State of Oklahoma.

Attest: John Y. Bane
(Name)

Secretary
(Title)

Sequoyah County Soil and Water Conservation District

By: Richard E. Cosner
Chairman
Title: Board of Supervisors

Date: 27 June 62

This action authorized at an official meeting of Adair County SWCD Board of Supervisors on 27 day of June, 1962, at Dallisaw, State of Oklahoma.

Attest: A. F. Wray
(Name)

Secretary
(Title)

Adair County Soil and Water Conservation District

By: G. Campbell
Chairman
Title: Board of Supervisors

Date: 27 June 62

This action authorized at an official meeting of Cherokee County SWCD
Board of Supervisors
on 27 day of June,
1962, at Sallisaw,
State of Oklahoma.

Attest: [Signature]
(Name)

Secretary
(Title)

This action authorized at an official meeting of Sallisaw Creek
Conservancy District
on 27 day of June,
1962, at Sallisaw,
State of Oklahoma.

Attest: [Signature]
(Name)

Secretary
(Title)

Cherokee County Soil and Water
Conservation District

By: [Signature]
Chairman
Title: Board of Supervisors

Date: June 27, 1962

Sallisaw Creek Conservancy
District

By: [Signature]
Title: President

Date: 6-27-62

This action authorized at an official meeting of City of Sallisaw

on 27 day of June,
1962, at Sallisaw,
State of Oklahoma.

Attest: H. F. Lovell
(Name)

City Clerk
(Title)

This action authorized at an official meeting of City of Stilwell

Board of City Comm.
on 27 day of June,
1962, at Sallisaw,
State of Oklahoma.

Attest: Lloyd E. Cole
(Name)

Acting City Clerk
(Title)

City of Sallisaw

By: John B. Benny

Title: Mayor

Date: 6 27 62

City of Stilwell

By: George Bess

Title: Mayor Chairman of Board of City Comm.

Date: June 27, 1962

Soil Conservation Service
United States Department of Agriculture

By: Ray Walker

Title: State Conservationist

Date: JUN 27 1962