

LAKEVIEW WATERSHED

HALL AND DONLEY COUNTIES, TEXAS

SUPPLEMENTAL PLAN No. V

**U. S. DEPARTMENT OF AGRICULTURE
Soil Conservation Service
Temple, Texas**

September 1992

SUPPLEMENTAL WATERSHED PLAN NO. V

FOR

LAKEVIEW WATERSHED

Hall and Donley Counties, Texas

September 1992

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INTRODUCTION

The plan for watershed protection and flood prevention for Lakeview Watershed became effective on August 27, 1969. The plan was prepared by the local sponsoring organizations with technical assistance from the Soil Conservation Service. The U. S. Fish and Wildlife Service and Texas Parks and Wildlife Department assisted in preparation of the fish and wildlife aspects of the watershed plan. Financial assistance for development of the plan was provided by the Texas State Soil and Water Conservation Board and the Soil Conservation Service.

Lakeview Watershed, comprising an area of 237 square miles (151,680 acres), is located in Hall and Donley Counties in the southeastern part of the Panhandle of Texas. In 1969, the main resource problems in the watershed were frequent floodwater, sediment, and scour damages on about 18,000 acres of intensively managed agricultural land. The towns of Lakeview, Plaska, and Brice were suffering frequent flooding problems.

The plan to address these problems was to install 25 floodwater retarding structures, 92,015 feet of stream channel improvement, 31,320 feet of floodwater diversions, 5 grade stabilization structures, 3,850 feet of streambank protection, and 3,000 feet of dike. The plan also provided accelerated technical assistance to landowners to establish needed land treatment on 15,107 acres of cropland and 11,258 acres of grassland.

The plan has been supplemented four times since 1969. The supplements addressed the following items:

Supplement I - Comply with provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1979.

Supplement II - Eliminate the nonproject construction and installation services cost to be borne by the Sponsoring Local Organization.

Supplement III - Add a plan for critical area treatment.

Supplement IV- Delete Grade Stabilization Structures Nos. 203 and 204.

Actions to date are the installation of 24 floodwater retarding structures and the planned land treatment including critical area treatment. Installation of these measures have reduced the resource problems in most of the watershed. The purpose of this supplement is to further modify the plan at the request of the sponsoring local organizations. This supplement will delete the following items from the plan: one floodwater retarding structure, 92,015 feet of stream channel improvement, three grade stabilization structures, 31,320

feet of floodwater diversion, 3,000 feet of dike, and 3,850 feet of streambank protection structures. The sponsors requested the deletion of these items. The construction and maintenance of a stable channel and associated works of improvement in the erosive soils and high sediment bedload conditions would result in excessive costs. The level of flood protection is acceptable without these works of improvement. The sponsors also requested the addition of 825 feet of dike on Bitter Creek to eliminate flood damage occurring in that area. This supplement will also add required certifications on drug-free workplace, lobbying, and other matters.

SUPPLEMENTAL WATERSHED AGREEMENT NO. V

LAKEVIEW WATERSHED, TEXAS

Between the

✓ Hall and Donley Counties Water Control and Improvement District No.1
Local Organization

✓ Hall-Childress Soil and Water Conservation District
Local Organization

✓ Donley County Soil and Water Conservation District
Local Organization

✓ Hall County Commissioners Court
Local Organization

✓ Donley County Commissioners Court
Local Organization

✓ City of Lakeview
Local Organization

(hereinafter referred to as the Sponsors)

State of Texas

and the

Soil Conservation Service
United States Department of Agriculture
(hereinafter referred to as SCS)

WHEREAS, the watershed plan for Lakeview Watershed, State of Texas, executed by the Sponsors named therein and the SCS, became effective on the 27th day of August, 1969; and

WHEREAS, a Supplemental Watershed Plan Agreement No. I executed by the Sponsors named therein and the SCS, became effective on the 5th day of October 1971; and

WHEREAS, a Supplemental Watershed Plan Agreement No. II executed by the Sponsors named therein and the SCS, became effective on the 31st day of October 1977; and

WHEREAS, a Supplemental Watershed Plan Agreement No. III executed by the Sponsors named therein and the SCS, became effective on the 21st day of February 1979; and

WHEREAS, a Supplemental Watershed Plan Agreement No. IV executed by the Sponsors named therein and the SCS, became effective on the 25th day of February 1991; and

WHEREAS, in order to carry out the watershed plan for said watershed, it has become necessary to modify said watershed agreement as supplemented; and

WHEREAS, the responsibility for administration of the Watershed Protection and Flood Prevention Act, as amended, has been assigned by the Secretary of Agriculture to the Soil Conservation Service (SCS); and

WHEREAS, a Supplemental Watershed Plan No. V which modifies the watershed plan dated August 19, 1964 for said watershed has been developed through the cooperative efforts of the Sponsors and the SCS;

NOW, THEREFORE, the Secretary of Agriculture through the SCS and the Sponsors hereby agree upon the following modifications of the terms, conditions, and stipulations of said watershed agreement, as supplemented;

(1) Floodwater Retarding Structure No. 108 is hereby deleted from the planned works of improvement.

(2) 92,015 feet of Stream Channel Improvement on Brushy Creek, Bitter Creek, John Mann Creek, and Oak Creek is hereby deleted from the planned works of improvement.

(3) Grade Stabilization Structures Nos. 201, 202, and 205 are hereby deleted from the planned works of improvement.

(4) 31,320 feet of Floodwater Diversions Nos. I through V are hereby deleted from the planned works of improvement.

(5) 3,000 feet of Dike (Structure No. 401) is hereby deleted from the planned works of improvement.

(6) 3,850 feet of Streambank Protection Structures (Structures Nos. 301 through 308 on Bitter Creek) are hereby deleted from the planned works of improvement.

(7) 825 feet of Dike on Bitter Creek is hereby added to the planned works of improvement.

(8) Paragraph Numbered 3 is modified to read as follows:

The percentages of construction cost of the structural works of improvement to be paid by the Sponsors and by the SCS are as follows:

<u>Works of Improvement</u>	<u>Sponsors</u> (percent)	<u>SCS</u> (percent)	<u>Estimated Construction Cost</u> (dollars)
24 Floodwater Retarding Structures	0.0	100.0	6,047,900
825 feet of Dike	0.0	100.0	26,600

(9) Paragraph numbered 4 is modified to read:

The percentages of the cost for engineering and project administration to be borne by the Sponsors and by the SCS are as follows:

<u>Works of Improvement</u>	<u>Sponsors</u> (percent)	<u>SCS</u> (percent)	<u>Estimated Engineering and Project Adm. Cost</u> (dollars)
24 Floodwater Retarding Structures	2.58	97.42	931,200
825 feet of Dike	6.54	93.46	15,300

(10) Paragraph Number 15 is added to the plan agreement in accordance with the certification regarding drug-free workplace requirements (7CFR 3017, Subpart F).

By signing this watershed agreement, the sponsors are providing the certification set out below. If it is later determined that the sponsors knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, the SCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantees' payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification:

A. The sponsors certify that they will or will continue to provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an ongoing drug-free awareness program to inform employees about...

(a) The danger of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation, and employee assistance programs; and

(d) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will...

(a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the SCS in writing, within ten calendar days after receiving notice under paragraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (4)(b), with respect to any employee who is so convicted...

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

B. The sponsors may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

C. Agencies shall keep the original of all disclosure reports in the official files of the agency.

11. Paragraph Number 16 is added to the plan agreement in accordance with the certification regarding lobbying (7 CFR 3018).

(1) The sponsors certify to the best of their knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the sponsors, to any person for influencing or attempting to influence an officer or employee of an agency, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The sponsors shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. Paragraph Number 17 is added to the plan agreement in accordance with the certification regarding debarment, suspension, and other responsibility matters - primary covered transactions (7 CFR 3017).

(1) The sponsors certify to the best of their knowledge and belief, that they and their principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the primary sponsors are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

The Sponsors and SCS further agree to all other terms, conditions, and stipulations of said watershed agreement not modified herein.

Hall and Donley Counties Water Control and Improvement District
No. 1, Local Organization

By _____

Title _____

Date _____

The signing of this agreement was authorized by a resolution of the governing body of the Hall and Donley Counties Water Control and Improvement District No. 1 adopted at a meeting held on _____

(Secretary, Local Organization)

Hall-Childress Soil and Water Conservation District
Local Organization

By _____

Title _____

Date _____

The signing of this agreement was authorized by a resolution of the governing body of the Hall-Childress Soil and Water Conservation District adopted at a meeting held on _____

(Secretary, Local Organization)

Donley County Soil and Water Conservation District
Local Organization

By _____

Title _____

Date _____

The signing of this agreement was authorized by a resolution of the governing body of the Donley County Soil and Water Conservation District adopted at a meeting held on _____

(Secretary, Local Organization)

Hall County Commissioners Court
Local Organization

By _____

Title _____

Date _____

The signing of this agreement was authorized by a resolution of the governing body of the Hall County Commissioners Court adopted at a meeting held on _____

(Secretary, Local Organization)

Donley County Commissioners Court
Local Organization

By _____

Title _____

Date _____

The signing of this agreement was authorized by a resolution of the governing body of the Donley County Commissioners Court adopted at a meeting held on _____

(Secretary, Local Organization)

City of Lakeview
Local Organization

By _____

Title _____

Date _____

The signing of this agreement was authorized by a resolution of the governing body of the City of Lakeview adopted at a meeting held on _____

(Secretary, Local Organization)

UNITED STATES DEPARTMENT OF AGRICULTURE
Soil Conservation Service

APPROVED BY: _____
Harry W. Oneth
State Conservationist

Date: _____

SUPPLEMENTAL WATERSHED PLAN NO. V

LAKEVIEW WATERSHED, TEXAS

Need For Supplement

Since the original Watershed Agreement became effective on the 27th day of August 1969, it has become necessary to modify that agreement in order to facilitate the completion of the project. The sponsors requested the following changes in the original plan:

- (1) Floodwater Retarding Structure No. 108 will be deleted from the planned works of improvement.
- (2) 92,015 feet of Stream Channel Improvement (including the 2,000 feet of BI-1 Channel Improvement) will be deleted from the planned works of improvement.
- (3) Grade Stabilization Structures Nos. 201, 202, and 205 will be deleted from the planned works of improvement.
- (4) 31,320 feet of Floodwater Diversion will be deleted from the planned works of improvement.
- (5) 3,000 feet of Dike will be deleted from the planned works of improvement.
- (6) 3,850 feet of Streambank Protection Structures will be deleted from the planned works of improvement.
- (7) 825 feet of Dike will be added to the planned works of improvement.

The deletion of 2,000 feet of stream channel improvement (section BI-1) and the addition of 825 feet of dike is located on an ox-bow in Bitter Creek. The original plan was to construct a channel to cut off an ox-bow which would eliminate flood damage that is occurring from a break in the bend of the ox-bow. It was determined that a dike about 825 feet long would effectively plug the break in the ox-bow and the original stream channel would contain the 100-year flood flow. This treatment was chosen by the sponsors because it would accomplish their goal of flood damage reduction at a much lower cost.

Effects Of The Proposed Changes

The flood protection provided by the planned works of improvement to be deleted at the request of the sponsors will be foregone. Twenty four of the planned 25 floodwater retarding structures have been installed and are providing flood protection to floodplain lands below the structures. Structure #108, the 92,015 feet of Stream Channel Improvement, the 31,320 feet of floodwater diversion, and

the 3,000 feet of dike, which are deleted by this Plan Supplement, will result in a loss of floodwater damage reduction from 92 percent to 72 percent. This loss will effect Reach 1 on Brushy Creek, Reach 3 on John Mann Creek, and Reaches 5, 6, and 7 on Oak Creek.

The 3,850 feet of Streambank Protection Structures and the three Grade Stabilization Structures deleted from the Plan by this Supplement are no longer needed because of natural changes in the landscape since the original Plan was approved in 1969.

The 825 foot dike on Bitter Creek, added to the Plan by this Supplement, will direct streamflow back into an ox-bow in the natural stream channel. This less expensive and more expedient treatment of the problem will accomplish the sponsor's goal.

A biological evaluation was made on the proposed changes and it indicated that no federally listed threatened or endangered plants or animals would be affected and that no critical habitat was present. It was found that no long-term degrading impacts will be caused by this plan modification. It was also determined that the areas where construction will occur does not meet any wetland criteria.

SCS activities for protection and preserving cultural resources will include having a cultural resource specialist complete a detailed survey prior to construction to determine if any cultural resources exist within the proposed work area. If any significant resources are found during the survey, SCS will take appropriate actions to protect them. The proposed work area will also be monitored during construction and if any cultural resource is discovered, SCS will notify the State Historic Preservation Officer and will take appropriate action to protect any significant cultural resources and avoid any adverse effect on them.

TABLE 1
ESTIMATED INSTALLATION COST
Lakeview Watershed, Texas

INSTALLATION COST ITEM	UNIT	AMOUNT TO BE APPLIED	Estimated Cost (Dollars) 1/		
			PL-566 FUNDS SCS 2/	OTHER FUNDS LOCAL	TOTAL
LAND TREATMENT					
Cropland	Acre	15,007	-	287,770	287,770
Grassland	Acre	11,258	-	175,280	175,280
Technical Assistance			86,900	142,780	229,680
Subtotal			86,900	605,830	692,730
STRUCTURAL MEASURES					
Floodwater Retarding Structures	No	24	6,955,100	307,000	7,262,100
Bitter Creek Dike	No	1	40,900	3,500	44,400
Subtotal			6,996,000	310,500	7,306,500
TOTAL PROJECT			7,082,900	916,330	7,999,230

1/ Price Base: 1992

2/ Federal agency responsible for assisting in installation of works of improvement.

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TABLE 2- ESTIMATED COST DISTRIBUTION
 LAKEVIEW WATERSHED, TEXAS
 HALL AND DONLEY COUNTIES, TEXAS
 (DOLLARS) 1/

Structure Site No. or Name	INSTALLATION COST				P.L. 566				INSTALLATION COST - OTHER FUNDS				TOTAL INSTALLATION COST	
	CONSTRUCTION	ENGINEERING	LAND RIGHTS	RELOCATION PAYMENTS	PROJECT ADMIN.	P.L. 566	CONSTRUCTION	ENGINEERING	LAND RIGHTS	WATER RIGHTS	RELOCATION PAYMENTS	PROJECT ADMIN.		OTHER
1	153,900	7,700			15,400	177,000			6,200			1,000	7,200	184,200
2	441,000	22,000			44,100	507,100			12,800			1,000	13,800	520,900
3	187,400	9,400			18,700	215,500			12,800			1,000	13,800	229,300
4	503,900	25,200			50,400	579,500			27,800			1,000	28,800	608,300
5	291,200	14,600			29,100	334,900			20,100			1,000	21,100	356,000
6	293,000	14,600			29,300	336,900			14,000			1,000	15,000	351,900
7	164,000	8,200			16,400	188,600			4,900			1,000	5,900	194,500
8	349,700	17,500			35,000	402,200			10,500			1,000	11,500	413,700
9	599,800	30,000			60,000	689,800			8,800			1,000	9,800	699,600
10	266,800	13,300			26,700	306,800			2,300			1,000	3,300	310,100
11	168,400	9,400			16,800	193,600			1,600			1,000	2,600	196,200
12	297,100	14,900			29,700	341,700			4,600			1,000	5,600	341,300
13	374,500	18,700			37,400	430,600			5,500			1,000	6,500	437,100
14	551,600	27,600			55,200	634,400			24,000			1,000	25,000	659,400
15	176,200	8,800			17,600	202,600			18,700			1,000	19,700	222,300
16	303,500	15,200			30,400	349,100			22,000			1,000	23,000	372,100
101	81,200	4,100			8,100	93,400			7,500			1,000	8,500	101,900
102	71,800	3,600			7,200	82,600			5,500			1,000	6,500	89,100
103	67,100	3,400			6,700	77,200			6,200			1,000	7,200	84,400
104	72,800	3,600			7,300	83,700			7,300			1,000	8,300	92,000
105E	157,400	7,900			15,700	181,000			15,700			1,000	16,700	197,700
105M	192,000	9,600			19,200	220,800			15,900			1,000	16,900	237,700
106	177,200	8,900			17,700	203,800			18,600			1,000	19,600	221,400
107	106,400	5,300			10,600	122,300			9,700			1,000	10,700	133,000
108	26,600	8,500			5,800	40,900			2,500			1,000	3,500	44,400
GRAND TOTAL	6,074,500	311,000			610,500	6,996,000			285,500			25,000	310,500	7,306,500

TABLE 3D

STRUCTURE DATA
DIKE

Lakeview Watershed, Texas

Structure I. D.	Station Number for Reach		Top Width (ft.)	Side Slopes	Average Height (ft.)	Volume of Fill 1/ (cu. yds.)
	Station (ft.)	Station (ft.)				
Bitter Creek Dike	587+28	607+28	12	3.5:1	6.7	6,151

1/ Fill will be semi-compacted.

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TABLE 4

ANNUAL COST

Lakeview Watershed, Texas

(dollars) 1/

Evaluation Unit	Amortization of Installation Cost <u>2/</u>	Operation Maintenance, and Replacement Cost	Total
24 Floodwater Retarding Structures and Bitter Creek Dike	226,000	55,000	281,000
Project Administration	21,500	-	21,500
Grand Total	247,500	55,000	302,500

1/ Price Base 1992

2/ 100 years at 3.25 percent interest.

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TABLE 5

ESTIMATED AVERAGE ANNUAL FLOOD DAMAGE REDUCTION BENEFITS

Lakeview Watershed, Texas
(dollars) 1/

ITEM	ESTIMATED AVERAGE ANNUAL DAMAGE		DAMAGE REDUCTION BENEFITS
	WITHOUT PROJECT	WITH PROJECT	
Floodwater			
Crop and Pasture	451,100	111,100	340,000
Other Agricultural	126,600	31,150	95,450
Non-Agricultural			
Road and Bridge	101,800	23,700	78,100
Urban	16,800	3,400	13,400
Subtotal	696,300	169,350	526,950
Sediment			
Overbank Deposition	183,900	75,050	108,850
Swamping	56,700	14,900	41,800
Subtotal	240,600	89,950	150,650
Erosion			
Flood Plain Scour	29,000	9,300	19,700
Valley Trenching	5,300	1,400	3,900
Streambank	10,400	2,500	7,900
Subtotal	44,700	13,200	31,500
Indirect	110,500	30,800	79,700
TOTAL	1,092,100	303,300	788,800

1/ Price Base 1992

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TABLE 6

COMPARISON OF BENEFITS AND COSTS

Lakeview Watershed, Texas
(dollars) 1/

Evaluation Unit	Average Annual Benefits			Average Annual Cost	Benefit Cost Ratio
	Damage Reduction <u>2/</u>	Incidental Recreation	Total Benefits <u>3/</u>		
24 Floodwater-Retarding Structures and Bitter Creek Dike	788,800	10,000	798,800	302,500	2.6:1.0

1/ Price Base 1992

2/ From Table 5

3/ From Table 4

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