

LOWER PLUM CREEK WATERSHED
Hays and Caldwell Counties, Texas

SUPPLEMENTAL WATERSHED AGREEMENT AND PLAN NO. VI

U.S. Department of Agriculture
Soil Conservation Service
Temple, Texas

October 1994

TABLE OF CONTENTS

	Page
Introduction.....	3
Supplemental Watershed Agreement.....	5
Need For Supplement.....	12
Effects Of The Proposed Changes.....	12
Revised Table	
Table 1 - Estimated Installation Cost	13
Project Map.....	14

The United States Department of Agriculture (USDA) prohibits discrimination in its programs on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, and marital or familial status. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (braille, large print, audiotape, etc.) should contact the USDA Office of Communications at (202) 720-5881 (voice) or (202) 720-7808 (TDD).

To file a complaint, write the Secretary of Agriculture, U.S. Department of Agriculture, Washington D.C., 20250, or call (202) 720-7327 (voice) or (202) 690-1538 (TDD). USDA is an equal employment opportunity employer.

INTRODUCTION

The plan for watershed protection and flood prevention for Lower Plum Creek Watershed became effective on June 29, 1961. The plan was prepared by the local sponsoring organizations with technical assistance from the Soil Conservation Service. Financial assistance for development of the plan was provided by the Texas State Soil and Water Conservation Board and the Soil Conservation Service.

Lower Plum Creek Watershed, comprising an area of 237 square miles (151,680 acres), is located in Hayes and Caldwell Counties in the southern part of Texas. In 1961, the main resource problems in the watershed were frequent floodwater, sediment, and scour damages on the intensively managed agricultural land. The productive capacity of 8,983 acres of floodplain soil was being reduced by 10 to 50 percent from sediment deposits. It was estimated that 1,298 acres were being damaged by floodplain scour.

The plan to address these problems was to install 14 floodwater retarding structures and 24.7 miles of stream channel improvement. The plan also provided accelerated technical assistance to landowners to establish needed land treatment on 23,331 acres of cropland and 49,681 acres of grassland.

The plan has been supplemented five times since 1961. The supplements addressed the following items:

Supplement I - Dropped the city of Lockhart as a sponsor and added floodwater retarding structure No. 36

Supplement II - Included provisions for the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970".

Supplement III - Added the city of Luling as a sponsor and added floodwater retarding structure No. 38.

Supplement IV - Provided for use of PL-566 funds on a cost-share basis to install land treatment measures to control and stabilize critical sediment source areas.

Supplement V - Deleted the city of Luling as a sponsor.

Minor revisions by letter exchange have deleted floodwater retarding structure No. 30 and the 24.7 miles of channel improvement. Actions to date are the installation of 10 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 Hays-Caldwell-Travis Soil and Water Conservation District as a sponsoring local organization and add the Caldwell-Travis Soil and Water Conservation District and the Hays County Soil and Water Conservation District as sponsoring local organizations due to the re-organization of new district boundaries.

This supplement will also delete five floodwater retarding structures Nos. 25, 32, 33, 35, and 36. The sponsors requested the deletion of these floodwater retarding structures because landrights cannot be obtained at their present location and no acceptable alternative locations could be found. The level of flood protection is acceptable to the sponsors without these works of improvement. This supplement will also add required certifications on drug-free workplace, lobbying, and other matters.

SUPPLEMENTAL WATERSHED AGREEMENT NO. VI

LOWER PLUM CREEK WATERSHED, TEXAS

Between the

Caldwell-Travis Soil and Water Conservation District
Local Organization

Hays County Soil and Water Conservation District
Local Organization

Plum Creek Conservation District
Local Organization
(Referred to herein as Sponsors)

State of Texas

and the

Soil Conservation Service
United States Department of Agriculture
(Referred to herein as SCS)

Whereas, the watershed plan for Lower Plum Creek Watershed, State of Texas, executed by the Sponsors named therein and the SCS, became effective on the 29th day of June, 1961; and

Whereas, a Supplemental Watershed Plan Agreement No. I executed by the Sponsors named therein and the SCS, became effective on the 3rd day of June 1966; and

Whereas, a Supplemental Watershed Plan Agreement No. II executed by the Sponsors named therein and the SCS, became effective on the 16th day of July 1971; and

Whereas, a Supplemental Watershed Plan Agreement No. III executed by the Sponsors named therein and the SCS, became effective on the 28th day of February 1973; and

Whereas, a Supplemental Watershed Plan Agreement No. IV executed by the Sponsors named therein and the SCS, became effective on the 26th day of September 1978; and

Whereas, a Supplemental Watershed Plan Agreement No. V executed by the Sponsors named therein and the SCS, became effective on the 30th day of November 1978; 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

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) Deleting Hays-Caldwell-Travis Soil and Water Conservation District as a Sponsoring Local Organization.
- (2) Adding Hays County Soil and Water Conservation District as a Sponsoring Local Organization.
- (3) Adding Caldwell-Travis Soil and Water Conservation District as a Sponsoring Local Organization.
- (4) Floodwater Retarding Structures Nos. 25, 32, 33, 35 and 36 are hereby deleted from the planned works of improvement.
- (5) 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)
10 Floodwater Retarding Structures	0.0	100.0	899,051

- (6) 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)
10 Floodwater Retarding Structures	0.00	100.0	499,500

(7) Paragraph Number 14 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) 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;

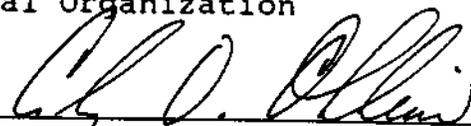
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(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.

Caldwell-Travis Soil and Water Conservation District
Local Organization

By 
Title Chairman
Date 11/2/94

The signing of this agreement was authorized by a resolution of the governing body of the Caldwell-Travis Soil and Water Conservation District adopted at a meeting held on 11/2/94.


(Secretary, Local Organization)

Final Table 1. Estimated Installation Cost
 Lower Plum Creek Watershed, Texas
 (Dollars) 1/

Installation cost item	Unit	Number		Estimated Cost (Dollars)						Total											
		Federal land	Non-federal land	Total	Federal land	Non-Federal land	Total	Federal land	Non-Federal land		Total										
Land treatment																					
Cropland	Acre		23,330			23,330															253,550
Grassland	Acre		49,660			49,660															445,690
Technical Assistance Accelerated																					34,150
Subtotal			72,990			72,990															733,390
Structural measures																					
Floodwater Retarding Structures	No.		10			10															899,051
Multiple-Purpose Structure	No.																				0
Municipal Outlet Structure	No.																				0
Basic Recreational Facilities	No.																				0
Subtotal																					899,051
Installation services																					
SCS engineering services																					449,500
Other																					50,000
Subtotal																					499,500
Other costs																					
Land, easements, and rights of way																					667,000
Subtotal																					667,000
Total Structural measures																					667,000
Work Plan preparation																					0
Total Project																					1,400,390
																					3,909,891

1/ Price Base: Actual Cost

September 1994

- LEGEND**
- Hard Surfaced Road
 - Improved Road
 - Unimproved Road
 - Railroad
 - City
 - Power Line
 - Underground Telephone Cable
 - Pipe Line
 - Drainage
 - Gonzales Reservoir to be Constructed
 - Flood Pool Elev. 343.0 Feet
 - Flood Pool 10 year frequency Elev. 327.0 Feet
 - Watershed Boundary
 - Structure Site Number
 - Drainage Area Controlled by Structure
 - Floodwater Retarding Structure
 - Area Benefited
 - Channel Improvement for Flood Prevention

SITE NUMBERS AND DRAINAGE AREA IN ACRES

Number	Area (acres)	Status
23	2,163	Built
24	1,197	Built
25	3,277	Deleted
26	2,502	Built
27	3,622	Built
28	4,691	Built
29	3,123	Built
30	2,144	Deleted
31	2,248	Built
32	2,912	Deleted
33	3,296	Deleted
34	4,896	Built
35	11,648	Deleted
36	9,299	Deleted
37	2,617	Built
38	1,376	Built

Figure 1
PROJECT MAP
LOWER PLUM CREEK WATERSHED
IN
HAYS AND CALDWELL COUNTIES
TEXAS
 U.S. DEPARTMENT OF AGRICULTURE
 SOIL CONSERVATION SERVICE
 TEMPLE, TEXAS

0 1 2 Miles
 Approximate Scale
 Approximate Area 152,900 Acres

