

MILL CREEK WATERSHED
Van Zandt County, Texas

SUPPLEMENTAL AGREEMENT AND WORK PLAN NO. III

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

October 1994

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INTRODUCTION

The plan for watershed protection and flood prevention for Mill Creek Watershed became effective on April 1, 1969. The plan was prepared by the local sponsoring organizations with technical assistance from the Soil Conservation Service.

Mill Creek Watershed, comprises an area of 127 square miles (81,280 acres) located in Van Zandt County, Texas. In 1969, the main resource problems in the watershed were frequent floodwater, sediment, and scour damages on about 6,331 acres of floodplain soils. Floods were inundating the floodplain soils causing damage to crops, pastures, county roads, State and Federal highways, bridges and fences. Floods were inundating 50 percent of the floodplain on the average of five times in two years. Overbank deposition was reducing the productive capacity of 750 acres by as much as 30 percent. The city of Canton was interested in developing recreation facilities in connection with municipal water development in a multiple-purpose reservoir.

The plan to address these problems was to install 11 floodwater retarding structures, one multiple-purpose structure with recreational facilities and 24 miles of channel improvement.

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

Supplement I - Deleted Neches-Sabine Soil and Water Conservation District as a sponsor.

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

The purpose of this supplement is to further modify the plan at the request of the sponsoring local organizations. This supplement will delete all remaining items that remain to be installed (11 floodwater retarding structures and 24 miles of channel). The sponsors requested the deletion of the remaining works of improvement because landright easements would be impossible to obtain. 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. III

MILL CREEK WATERSHED, TEXAS

Between the

Kaufman-Van Zandt Soil and Water Conservation District
Local Organization

Van Zandt County Commissioners Court
Local Organization

City of Canton
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 Mill Creek Watershed, State of Texas, executed by the Sponsors named therein and the SCS, became effective on the 1st day of April, 1969; and

Whereas, a Supplemental Watershed Plan Agreement No. I executed by the Sponsors named therein and the SCS, became effective on the 9th day of September, 1969; and

Whereas, a Supplemental Watershed Plan Agreement No. II executed by the Sponsors named therein and the SCS, became effective on the 11th day of June, 1973; 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. III which modifies the watershed plan dated April 1, 1969 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 Nos. 2, 3, 4A, 5, 6, 7, 8, 9, 10, 11, and 12 are hereby deleted from the planned works of improvement.

(2) 24 miles of channel improvement are hereby deleted from the planned works of improvements.

(3) Paragraph Numbered 1 is modified to read as follows:

The Sponsoring Local Organization will acquire such land, easements or rights-of-ways as will be needed in connection with the works of improvement. (Estimated costs \$525,000) The percentage of this cost to be borne by the Sponsoring Local Organization and the Service is as follows:

<u>Works of Improvement</u>	<u>Sponsors</u> (percent)	<u>SCS</u> (percent)	<u>Estimated Land, Easement, and Right-of-way Cost</u> (dollars)
1 Multiple-purpose Structure	56.1	43.90	525,000

(4) 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)
1 Multiple-purpose Structure	25.78	74.22	670,500
1 Municipal Outlet Structure	100.0	00.0	20,000
Basic Recreation Facilities	100.0	00.0	70,000

(5) 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)
1 Multiple-purpose Structure	17.22	82.78	275,205

(6) Paragraph Number 16 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.

(7) Paragraph Number 17 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.

(8) Paragraph Number 18 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.

Kaufman-Van Zandt Soil and Water Conservation District
Local Organization

By Ann Cantrell
Title Chairman
Date 2-1-45

The signing of this agreement was authorized by a resolution of the governing body of the Kaufman-Van Zandt Soil and Water Conservation District adopted at a meeting held on 2-1-45.

Mike Benz
(Secretary, Local Organization)

Van Zandt County Commissioners Court
Local Organization

By [Signature]
Title County Judge
Date 2-27-95

The signing of this agreement was authorized by a resolution of the governing body of the Van Zandt County Commissioners Court adopted at a meeting held on February 27, 1995.

[Signature]
(Secretary, Local Organization)

City of Canton
Local Organization

By [Signature]
Title Mayor
Date 2-21-95

The signing of this agreement was authorized by a resolution of the governing body of the City of Canton adopted at a meeting held on February 21, 1995.

[Signature]
(Secretary, Local Organization)

SUPPLEMENTAL WATERSHED PLAN NO. III

MILL CREEK WATERSHED, TEXAS

Need For Supplement

Since the original Watershed Agreement became effective on the 1st day of April 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 Nos. 2, 3, 4A, 5, 6, 7, 8, 9, 10, 11, and 12 to be deleted from the planned works of improvement.
- (2) 24 miles of channel improvement to be deleted from the planned works of improvements.

Effects of Deleting Remaining Works of Improvements

Deleting Floodwater Retarding Structures Nos. 2, 3, 4A, 5, 6, 7, 8, 9, 10, 11, and 12 and 24 miles of channel improvements from the planned works of improvements will result in a loss of floodwater damage reduction from 73 percent to 15 percent. The protection from average annual flooding on 9,176 acres will be foregone. The annual floodplain scour damage on 90 acres is expected to continue. Overbank deposition on 750 acres will continue to occur. Flood threats will continue on 1,170 acres which will not permit a more intensive use of the land. The flood damage to roads, bridges and railroads in the flood plain will also continue. Also all secondary benefits associated with the construction of the 11 floodwater retarding structures will not be realized. The deletion of these structures will complete the project as planned and supplemented.

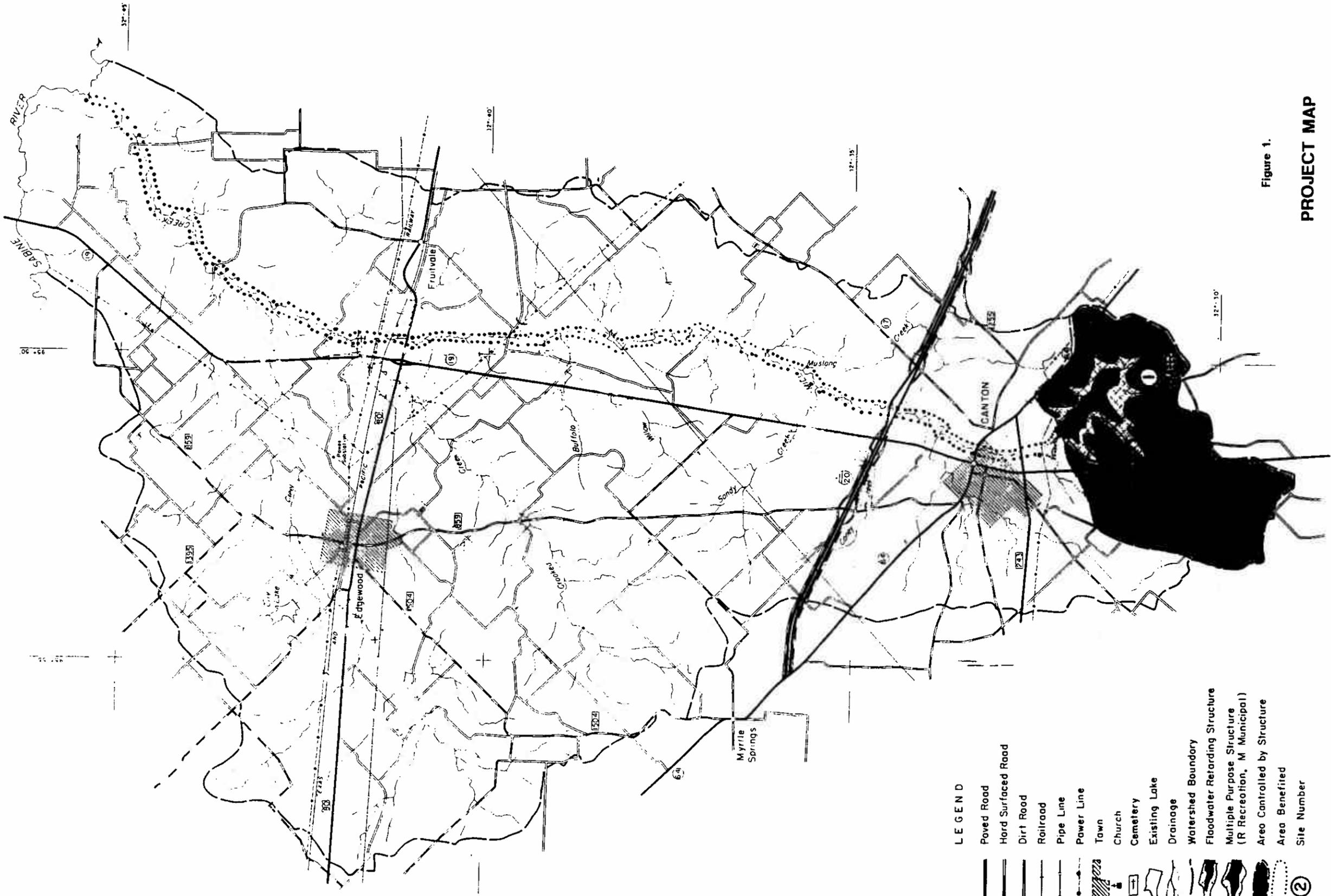
Final Table 1, Estimated Installation Cost
Mill Creek Watershed, Texas

(Dollars) 1/

Installation cost item	Unit	Number		Estimated Cost (Dollars) 2/						Total			
		Federal land	Non-federal land	Total	Federal land	Non-Federal land	Total	Federal land	Non-Federal land		Total		
Land treatment													
Cropland	Acre		2,950			0						62,100	62,100
Grassland	Acre		34,820			0						1,053,600	1,053,600
Technical Assistance Accelerated												21,400	21,400
Subtotal			37,770			169,290						1,137,100	1,306,390
Structural measures													
Floodwater Retarding Structures	No.		0			0						0	0
Multiple Purpose Structure	No.		1			512,500						158,000	670,500
Municipal Outlet Structure	No.		1			0						20,000	20,000
Basic Recreational Facilities	No.		1			0						70,000	70,000
Subtotal						512,500						248,000	760,500
Installation services													
SCS engineering services						186,905						38,300	225,205
Other						41,500						8,500	50,000
Subtotal						228,405						46,800	275,205
Other costs													
Land, easements, and rights of way						231,000						294,000	525,000
Subtotal						231,000						294,000	525,000
Total Structural measures						971,905						588,800	1,560,705
Work Plan preparation													
Total Project						1,141,195						1,725,900	2,867,095

1/ Price Base: Actual Cost

September 1994



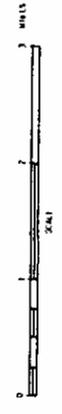
- LEGEND**
- Paved Road
 - Hard Surfaced Road
 - Dirt Road
 - Railroad
 - Pipe Line
 - Power Line
 - Town
 - Church
 - Cemetery
 - Existing Lake
 - Drainage
 - Watershed Boundary
 - Floodwater Retarding Structure
 - Multiple Purpose Structure (R Recreation, M Municipal)
 - Area Controlled by Structure
 - Area Benefited
 - Site Number

SITE NO.	ACRES	SQ. MI.
1	6208	9.70



PROJECT MAP
MILL CREEK WATERSHED
 VAN ZANDT COUNTY, TEXAS
 SUBWATERSHED OF THE SABINE RIVER BASIN
 TEXAS AND LOUISIANA
 U.S. DEPARTMENT OF AGRICULTURE
 SOIL CONSERVATION SERVICE
 TEMPLE, TEXAS

Figure 1.



LOCATION MAP