

PLUM CREEK WATERSHED

Hays, Caldwell and Travis, Counties, Texas

SUPPLEMENTAL WATERSHED AGREEMENT AND 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 Plum Creek Watershed became effective on August 18, 1960. The plan was prepared by the local sponsoring organizations with technical assistance from the Soil Conservation Service.

Plum Creek Watershed, comprising an area of 151.6 square miles (97,000 acres), is located in Hays, Caldwell and Travis Counties, Texas. In 1960, the main resource problems in the watershed were frequent floodwater, sediment, and scour damages on Plum and its major tributaries. Approximately 3,335 acres of flood plain land was being damaged by sediment deposits. This damage was reducing crop production on the bottomland soils by as much as 40 percent. Scour damage was reducing the productive capacity on about 670 acres of flood plain soils by as much as 70 percent.

The plan to address these problems was to install 21 floodwater retarding structures and placing emphasis on accelerating the establishment of land treatment practices which would have a measurable effect on the reduction of floodwater, sediment, and erosion damages. This system was to temporarily detain runoff from 79 percent of the entire watershed.

The plan has been supplemented two times since 1960. The supplements addressed the following items:

Supplement I - Implemented the provisions for the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
(Public Law 91-646, 84th Stat. 1894)

Supplement II - Provided for the use of PL-566 funds for cost/share assistance to landowners to install land treatment measures to control and stabilize critical sediment source areas on approximately 2,480 acres of critical eroding watershed land.

Letter correspondence with the sponsors on the 28th day of September 1979 deleted floodwater retarding structure Nos. 9 and 19. Various other letter correspondence with the sponsors made minor changes in site location or engineering construction modifications.

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.

The purpose of this supplement will also modify the plan at the request of the sponsoring local organizations. This supplement will delete floodwater retarding structure Nos. 22. The sponsors requested the deletion of this structure as it was determined that they would be unable to obtain landrights for this site and that another location was not feasible. This supplement will also add required certifications on drug-free workplace, lobbying, and other matters.

SUPPLEMENTAL WATERSHED AGREEMENT NO. III

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 the Sponsors)

State of Texas

and the

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

Whereas, the watershed plan for Plum Creek Watershed, State of Texas, executed by the Sponsors named therein and the SCS, became effective on the 18th day of August, 1960; and

Whereas, a Supplemental Watershed Plan Agreement No. I 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. II executed by the Sponsors named therein and the SCS, became effective on the 24th day of May 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

Whereas, a Supplemental Watershed Plan No. III which modifies the watershed plan dated August 18, 1960 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) 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) Deleting Floodwater Retarding Structure Nos. 22 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)
18 Floodwater Retarding Structures	0.0	100.0	2,472,750

(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)
18 Floodwater Retarding Structures	0.00	100.00	696,540

(7) 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.

(8) 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.

(9) 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.

Caldwell-Travis Soil and Water Conservation District
Local Organization

By Melvin Bais
Title Chairman
Date 12-3-94

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 12-3-94.

R. Schroeder
(Secretary, Local Organization)

Hays County Soil and Water Conservation District
Local Organization

By [Signature]
Title Chairman
Date 12-7-94

The signing of this agreement was authorized by a resolution of the governing body of the Hays County Soil and Water Conservation District adopted at a meeting held on 12-7-94.

[Signature]
(Secretary, Local Organization)

Plum Creek Conservation District
Local Organization

By James A. Holt, Jr.
Title President
Date 12/20/94

The signing of this agreement was authorized by a resolution of the governing body of the Plum Creek Conservation District adopted at a meeting held on 12-20-94.

Gordon With
(Secretary, Local Organization)

Soil Conservation Service
United States Department of Agriculture

Approved By Harry W. Oneth
Harry W. Oneth
State Conservationist

Date JAN 12 1995

SUPPLEMENTAL WATERSHED PLAN NO. III

PLUM CREEK WATERSHED, TEXAS

Need For Supplement

Since the original Watershed Agreement became effective on the 18th day of August 1960, it has become necessary to modify that agreement as supplemented, in order to facilitate the completion of the project. The sponsors requested the following changes in the original plan:

- (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) Deleting Floodwater Retarding Structure No. 22 from the planned works of improvement.
- (5) Add certification of drug-free workplace, lobbying and other matters.

Effects of Deleting Remaining Works of Improvements

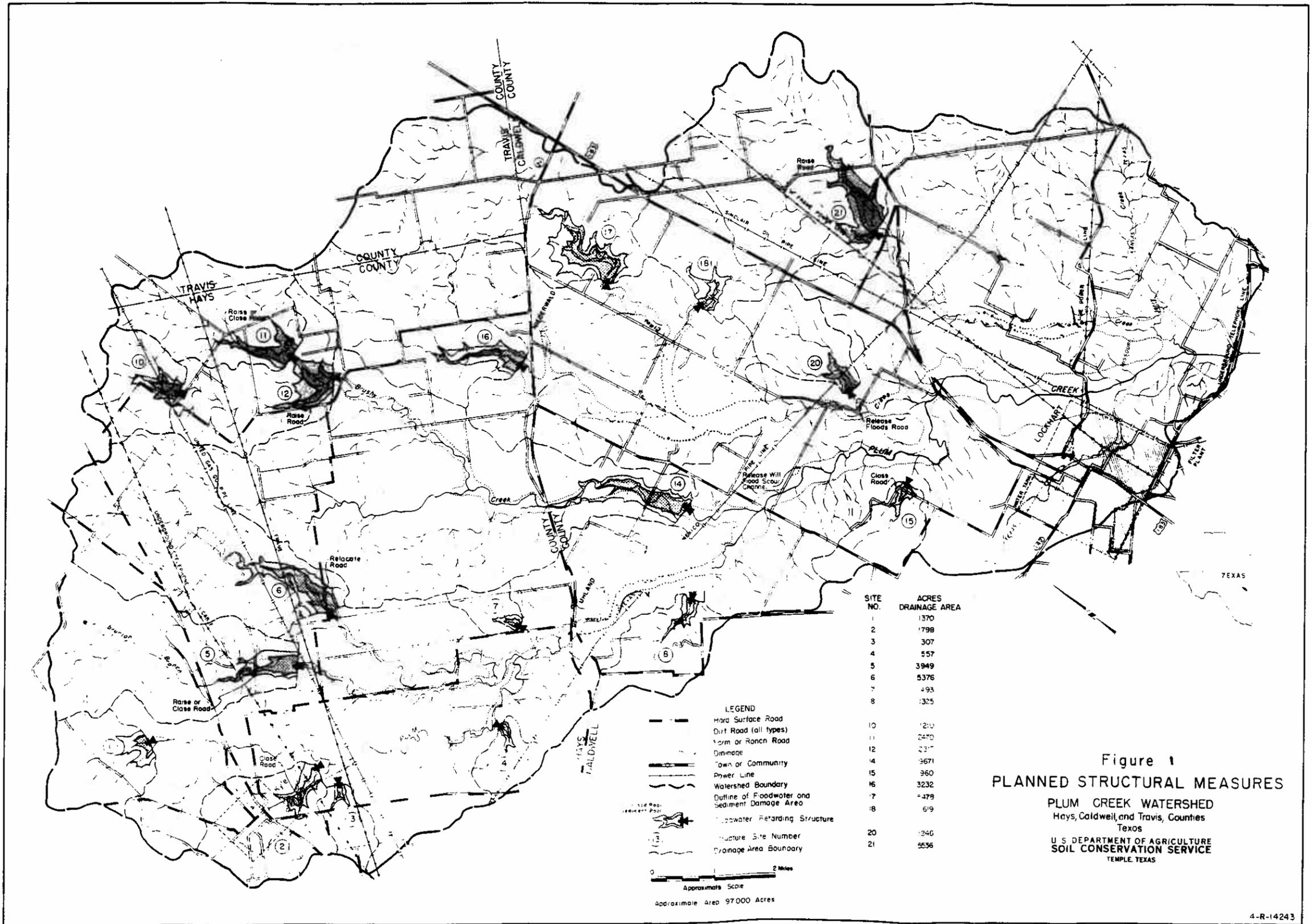
The flood protection provided by the planned works of improvement to be deleted at the request of the sponsors will be foregone. Eighteen (18) of the presently planned 19 floodwater retarding structures have been installed and are providing flood protection to floodplain lands below the structures. The deletion of floodwater retarding structures 9 and 19 that were previously deleted and floodwater retarding structure No. 22 deleted by this Plan Supplement, will result in a loss of floodwater damage reduction from 87 percent to 56 percent. The deletion of floodwater retarding structure No. 22 will complete the planned structural works of improvement as originally planned and supplemented.

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

Installation cost item	Unit	Number		Estimated Cost (Dollars)						Total		
		Federal land	Non-federal land	Public Law 566 funds		Other funds		Total				
				Federal land	Non-Federal land	Federal land	Non-Federal land					
Land treatment												
Cropland	Acre		22,000					0	300,270			300,270
Grassland	Acre		19,000					0	264,650			264,650
Technical Assistance Accelerated								245,550	34,150			279,700
Subtotal			41,000					245,550	599,070			844,620
Structural measures												
Floodwater Retarding Structures	No.		16					2,472,750				2,472,750
Multiple-Purpose Structure	No.							0				0
Municipal Outlet Structure	No.							0				0
Basic Recreational Facilities	No.							0				0
Subtotal								2,472,750	0			2,472,750
Installation services												
SCS engineering services								600,540				600,540
Other								96,000				96,000
Subtotal								696,540	0			696,540
Other costs												
Land, easements, and rights of way								0	847,000			847,000
Subtotal								0	847,000			847,000
Total Structural measures								3,169,290	847,000			4,016,290
Work Plan preparation								0				0
Total Project								3,414,840			1,446,070	4,860,910

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1/ Price Base: Actual Cost



SITE NO.	ACRES DRAINAGE AREA
1	1370
2	1798
3	307
4	557
5	3949
6	5376
7	493
8	1325
10	1210
11	2470
12	2377
14	3671
15	360
16	3232
17	478
18	619
20	1346
21	5536

- LEGEND**
- Hard Surface Road
 - - - - - Dirt Road (all types)
 - Farm or Ranch Road
 - Ditch
 - Town or Community
 - Power Line
 - Watershed Boundary
 - Outline of Floodwater and Sediment Damage Area
 - Floodwater Retarding Structure
 - Structure Site Number
 - Drainage Area Boundary

0 1 2 Miles
 Approximate Scale
 Approximate Area 97,000 Acres

Figure 1
PLANNED STRUCTURAL MEASURES
PLUM CREEK WATERSHED
 Hays, Caldwell, and Travis, Counties
 Texas
 U. S. DEPARTMENT OF AGRICULTURE
 SOIL CONSERVATION SERVICE
 TEMPLE, TEXAS