

MANUALLY-SIGNED



United States  
Department of  
Agriculture

# Supplemental Work Plan No. VI

Natural  
Resources  
Conservation  
Service

Temple, Texas

August 1996

## TEHUACANA CREEK WATERSHED

McLennan, Hill, and Limestone Counties, Texas

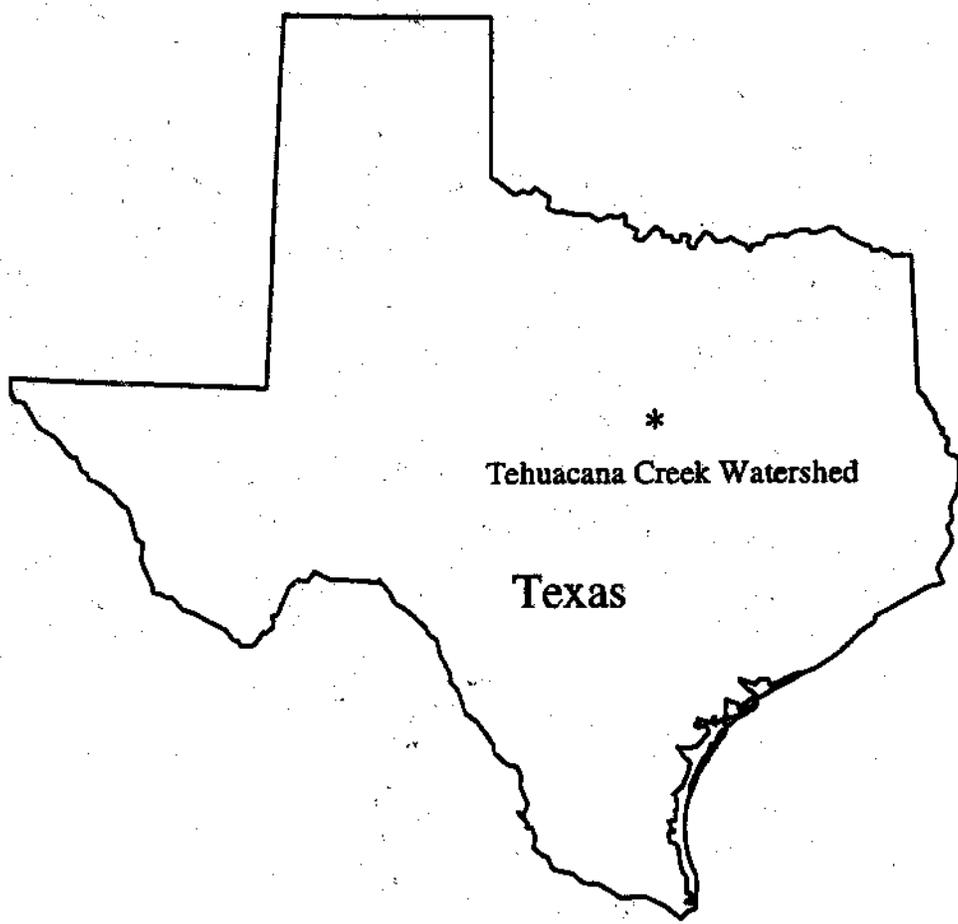


TABLE OF CONTENTS

	Page
Introduction.....	3
Supplemental Watershed Agreement No. VI .....	5
Need For Supplement.....	15
Effects Of The Proposed Changes.....	15
Comparison of Benefits and Costs .....	15
Revised Tables	
Table 2 - Estimated Cost Distribution .....	16
Project Map.....	17

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## INTRODUCTION

The plan for watershed protection and flood prevention for the Tehuacana Creek Watershed became effective on September 2, 1959. The plan was prepared by the local sponsoring organizations with technical assistance from the Natural Resources Conservation Service (formerly the Soil Conservation Service). Financial assistance for development of the plan was provided by the Texas State Soil and Water Conservation Board and the Natural Resources Conservation Service.

Tehuacana Creek Watershed comprises an area of 196,480 acres (79,513 hectares). The watershed is approximately 21 miles (33.8 kilometers) long. The floodplain is well defined and consists of 18,922 acres (7,657 hectares). It is located in McLennan, Hill, and Limestone Counties of Texas. In 1959, the main resource problems in the watershed were frequent floodwater, sediment, and scour damages on about 10,009 acres (4,050 hectares) of flood plain land.

The plan to address these problems was to install 31 floodwater retarding structures and 11.7 miles ((18.8 kilometers) of channel improvement with emphasis placed on land treatment practices that would have a measurable effect on the reduction of floodwater and sediment damages.

The plan has been supplemented five times since 1959. The supplements addressed the following items:

Supplement I - added McLennan County Commissioners Court as a local sponsor.

Supplement II - added provisions for the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.  
(Public Law 191-646, 84th Stat. 1894)

Supplement III - deleted Floodwater Retarding Structure Nos. 3, 3A, 4, 5, and 27 and added Floodwater Retarding Structure No. 5A. Thirty two (32) grade stabilization structures were also added along with the modification of the work plan to reflect the effects of a reservoir installed by the Texas Power and Light Company.

Supplement IV - deleted Floodwater Retarding Structure No. 2 and added Floodwater Retarding Structure No. 2A.

Supplement V - 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 100 acres of critical eroding watershed land.

Letter correspondence with the sponsors on the 7th day of January 1977 deleted the lower 1.6 miles of channel improvement from the planned works of improvements. A letter of correspondence on the 24th day of March 1981 deleted Grade Stabilization Structure Nos. 102, 5-5, 5-6, 5-7, 6-2, 9-3, 9-4, 9-5, 13-3 and 13-4. Also Grade Stabilization Structure No. 6-1 was deleted by letter of correspondence on the 19th day of January 1983. Minor revisions by letter exchange have resulted in the renumbering of some structures due to minor engineering changes to structures.

Actions to date include the installation of 25 floodwater retarding structures, 18 grade stabilization structures and the planned land treatment. Installation of these measures have reduced many of the resource problems in the watershed.

The remaining works of improvement to be installed include 2 floodwater retarding structures Nos. 5A and 13, three (3) grade stabilization structures Nos. 9-7, 13-5, and 105 and the 10.1 miles of channel improvement.

The purpose of this supplement is to further modify the plan at the request of the sponsoring local organizations. This supplement will delete the two remaining floodwater retarding structures No. 5A and 13 and the remaining 10.1 miles of channel work from the planned works of improvements. This supplement will change the following items in the watershed plan:

1. Delete Floodwater Retarding Structure Nos. 5A and 13,
2. Delete 10.1 miles of channel work from the planned works of improvement,
3. Add required certifications on drug-free workplace, lobbying, and other matters.

The sponsors requested the deletion of the two floodwater retarding structures and the 10.1 miles of channel work because it was determined that landrights would be impossible to obtain. The sponsors are willing to accept the level of protection afforded by the construction of the 25 floodwater retarding structures and the 21 grade stabilization structures.

SUPPLEMENTAL WATERSHED AGREEMENT NO. VI

TEHUACANA CREEK WATERSHED, TEXAS

Between the

McLennan County Soil and Water Conservation District  
Local Organization

Hill County-Blackland Soil and Water Conservation District  
Local Organization

Limestone-Falls Soil and Water Conservation District  
Local Organization

McLennan and Hill Counties Tehuacana Creek  
Water Control and Improvement District No. 1  
Local Organization

McLennan County Commissioners Court  
Local Organization

Hill County Commissioners Court  
Local Organization  
(Referred to herein as Sponsors)

State of Texas

and the

Natural Resources Conservation Service  
(Formerly the Soil Conservation Service)  
United States Department of Agriculture  
(Referred to herein as NRCS)

Whereas, the watershed plan for Tehuacana Creek Watershed, State of Texas, executed by the Sponsors named therein and the NRCS, became effective on the 2nd day of September 1959; and

Whereas, a Supplemental Watershed Plan Agreement No. I executed by the Sponsors named therein and the NRCS, became effective on the 18th day of March 1960; and

Whereas, a Supplemental Watershed Plan Agreement No. II executed by the Sponsors named therein and the NRCS, became effective on the 30th day of August 1971; and

Whereas, a Supplemental Watershed Plan Agreement No. III executed by the Sponsors named therein and the NRCS, became effective on the 4th day of January 1974; and

Whereas, a Supplemental Watershed Plan Agreement No. IV executed by the Sponsors named therein and the NRCS, became effective on the 26th day of December 1974; and

Whereas, a Supplemental Watershed Plan Agreement No. V executed by the Sponsors named therein and the NRCS, became effective on the 11th day of January 1979; 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 Natural Resources Conservation Service (NRCS); and

Whereas, a Supplemental Watershed Plan No. VI which modifies the watershed plan dated September 2, 1959 for said watershed has been developed through the cooperative efforts of the Sponsors and the NRCS;

Now, therefore, the Secretary of Agriculture through the NRCS 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. 5A and 13 are hereby deleted from the planned works of improvements.

(2) 10.1 Miles of channel work are hereby deleted from the planned works of improvements.

(3) Paragraph No. 1 is modified to read as follows:

Except as herein provided, the Sponsoring Local Organization will acquire without cost to the federal government such landrights as will be needed in connection with the works of improvement. (Estimated cost \$582,394). The percentage of this cost to be borne by the Sponsoring Local Organization and the Service are as follows:

<u>Works of Improvement</u>	<u>Sponsoring Local Organization</u> (percent)	<u>Service</u> (percent)	<u>Estimated Land Rights Cost</u> (dollars)
25 Floodwater Retarding Structures	100.0	0.0	559,534
21 Grade Stabilization Structures	100.0	0.0	22,860

(4) Paragraph No. 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 NRCS are as follows:

<u>Works of Improvement</u>	<u>Sponsors</u> (percent)	<u>NRCS</u> (percent)	<u>Estimated Construction Cost</u> (dollars)
25 Floodwater Retarding Structures	0.0	100.0	2,111,204
21 Grade Stabilization Structures	0.0	100.0	981,472

(5) Paragraph No. 4 is modified to read:

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

<u>Works of Improvement</u>	<u>Sponsors</u> (percent)	<u>NRCS</u> (percent)	<u>Estimated Engineering and Project Adm. Cost.</u> (dollars)
25 Floodwater Retarding Structures	0.0	100.0	982,200
21 Grade Stabilization Structures	0.0	100.0	353,700

(6). Paragraph No. 14 is added to the plan agreement in accordance with the certification regarding drug-free workplace requirements (7CFR 3017, Subpart F) as follows:

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 NRCS, 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 NRCS 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 No. 15 is added to the plan agreement in accordance with the certification regarding lobbying (7 CFR 3018) as follows:

(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 No. 16 is added to the plan agreement in accordance with the certification regarding debarment, suspension, and other responsibility matters - primary covered transactions (7 CFR 3017) as follows:

(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 NRCS further agree to all other terms, conditions, and stipulations of said watershed agreement not modified herein.

McLennan County Soil and Water Conservation District  
Local Organization

By B. F. Engelbert  
Title Chairman  
9-10-96  
Date

The signing of this agreement was authorized by a resolution of the governing body of the McLennan County Soil and Water Conservation District adopted at a meeting held on 9-10-96.

May Studisani  
(Secretary, Local Organization)  
Acting

Hill County-Blackland Soil and Water Conservation District  
Local Organization

By *Ray Sawyer*  
Title \_\_\_\_\_  
\_\_\_\_\_  
Date

The signing of this agreement was authorized by a resolution of the governing body of the Hill County-Blackland Soil and Water Conservation District adopted at a meeting held on \_\_\_\_\_.

*Phyllis M. Morale*  
(Secretary, Local Organization)

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Limestone-Falls Soil and Water Conservation District  
Local Organization

By *C. Claude Moore*  
Title *Chairman*  
*11-18-96*  
Date

The signing of this agreement was authorized by a resolution of the governing body of the Limestone-Falls Soil and Water Conservation District adopted at a meeting held on *11/18/96*.

*Peggy H. Reed*  
(Secretary, Local Organization)

McLennan and Hill Counties Tehuacana Creek Water  
Control and Improvement District No. 1  
Local Organization

By *C. J. Paulsen*

Title \_\_\_\_\_

\_\_\_\_\_ Date

The signing of this agreement was authorized by a resolution of the governing body of the McLennan and Hill Counties Tehuacana Creek Water Control and Improvement District No. 1 adopted at a meeting held on \_\_\_\_\_.

*Eddie Thompson*  
(Secretary, Local Organization)

McLennan County Commissioners Court  
Local Organization

By *[Signature]*

Title McLennan County Judge

10-8-96  
Date

The signing of this agreement was authorized by a resolution of the governing body of the McLennan County Commissioners Court adopted at a meeting held on 10-8-96.

*O. A. Anderson*  
~~Secretary~~, Local Organization)  
County Clerk

Hill County Commissioners Court  
Local Organization

By Tommy Walker  
Title County Judge  
8-26-96  
Date

The signing of this agreement was authorized by a resolution of the governing body of the Hill County Commissioners Court adopted at a meeting held on August 26, 1996

Ruth Selham  
(Secretary, Local Organization)  
Hill Co. Club

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Natural Resources Conservation Service  
United States Department of Agriculture

Approved By John P. Burt Acting  
JOHN P. BURT  
State Conservationist

Date FEB 6 1997

## SUPPLEMENTAL WATERSHED PLAN NO. VI

### TEHUACANA CREEK WATERSHED, TEXAS

#### Need For Supplement

Since the original Watershed Agreement became effective on the 2nd day of September 1959, it has become necessary to modify that agreement in order to facilitate the completion of the project. The sponsors have requested the following changes in the original plan as supplemented:

- (1) Delete Floodwater Retarding Structure Nos. 5A and 13 from the planned works of improvements.
- (2) Delete 10.1 miles of channel work from the planned works of improvements.
- (3) Add required certifications on drug-free workplace, lobbying, and other matters.

#### 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 five (25) of the floodwater retarding structures and 18 of the 21 grade stabilization structures have been installed and are providing flood protection to floodplain lands below the structures. Deletion of the two floodwater retarding structures and 10.1 miles of channel improvement by this supplement and along with the deletion of the 4 floodwater retarding structures by previous supplements will result in a change of floodwater damage reduction from 88 percent to 70 percent. The sponsors are willing to accept the level of protection provided by the 25 floodwater retarding structures and the 21 grade stabilization structures as they are now planned and supplemented.

#### Comparison of Benefits and Costs

The total average annual cost of structural measures (amortized total installation cost and project administration, plus operation, maintenance and replacement) is \$214,700. These measures are expected to produce average annual benefits of \$1,155,000. The benefit-cost ratio is 5.4 to 1.0.

Revised Table 1, Estimated Cost Distribution - Structural and nonstructural measures  
Tehuacana Creek Watershed, Texas  
(Dollars) 1/

Structure Number or Name	Installation Cost PL - 566				Installation Cost - Other Funds				Total Installation Cost	
	Construction	Engineering	Land Rights	Project Administration	Total PL - 566	Construction	Engineering	Land Rights		Project Administration
<b>Constructed FRS</b>										
1	48,541	30,700		11,900	73,343			15,544	500	16,044
1A	59,528	23,300		14,600	87,228			28,540	500	29,040
2A	163,213	57,500		64,000	182,723			15,500	500	16,000
6	101,391	11,700		25,400	351,491			23,950	500	24,450
7	123,944	27,100		30,400	182,644			33,136	500	33,736
8	50,237	13,100		32,300	73,637			18,622	500	19,122
9	173,811	60,100		67,100	401,111			49,495	500	49,995
10	44,300	9,700		10,900	64,900			19,150	500	19,650
11	57,011	12,500		14,000	83,511			18,000	500	18,500
12	71,670	15,800		17,600	105,070			10,827	500	11,327
14	47,215	20,400		22,600	69,225			14,090	500	14,590
15	104,818	23,100		25,700	353,628			82,217	500	82,717
16	34,897	7,700		8,600	51,297			4,125	500	4,725
17	124,939	27,500		30,600	183,039			11,600	500	12,100
18	50,059	11,000		12,300	73,359			11,822	500	12,322
19	106,011	11,300		26,000	155,311			38,426	500	38,926
20	54,144	11,900		13,100	79,144			6,337	500	6,837
21	76,086	36,700		18,700	121,486			25,887	500	26,387
22	11,104	7,100		7,900	17,130			11,725	500	12,225
23	25,420	5,600		6,200	17,130			4,650	500	5,150
24	321,708	26,800		19,800	178,308			17,601	500	18,101
15	71,111	15,900		27,700	205,711			15,370	500	15,870
16	42,191	9,300		10,300	61,791			7,043	500	7,543
18	66,391	14,600		16,300	97,193			11,077	500	11,577
19	59,313	13,000		14,500	86,813			12,600	500	13,100
<b>Subtotal</b>	<b>2,111,204</b>	<b>464,500</b>		<b>517,700</b>	<b>3,093,404</b>			<b>559,534</b>	<b>12,500</b>	<b>572,034</b>
<b>Constructed GRS</b>										
2-1	45,110	6,300		9,900	62,310			690	100	790
5-1	55,063	7,700		32,100	74,863			2,850	100	2,950
5-2	15,176	3,500		5,600	24,376			190	100	290
5-3	46,868	6,800		10,100	63,768			140	100	240
5-4	46,158	6,500		10,100	63,058			950	100	1,050
5-8	98,450	13,800		21,700	223,950			730	100	830
5-9	72,511	10,200		36,000	98,711			970	100	1,070
5-30	38,463	5,400		8,500	52,363			470	100	570
7-1	98,971	33,900		21,800	134,673			1,710	100	1,810
9-1A	38,628	5,400		8,500	52,528			170	100	270
9-2	36,968	5,200		8,100	50,268			110	100	210
9-6	101,833	14,300		22,400	138,533			490	100	590
9-8	48,500	6,800		30,700	66,000			350	100	450
33-1	28,964	4,300		6,400	39,664			380	100	480
11-1	39,535	2,700		4,100	26,535			180	100	280
101	71,131	10,000		15,700	97,011			1,380	100	1,480
103	16,232	5,200		7,900	49,111			3,110	100	3,210
104	19,433	2,700		4,300	26,433			580	100	680
<b>Subtotal</b>	<b>928,372</b>	<b>110,200</b>		<b>204,400</b>	<b>2,262,971</b>			<b>17,250</b>	<b>2,800</b>	<b>38,050</b>
<b>Total</b>										
<b>Constructed Structures</b>	<b>3,039,576</b>	<b>594,700</b>		<b>722,100</b>	<b>4,356,176</b>			<b>576,714</b>	<b>14,100</b>	<b>591,014</b>
<b>Remaining GRS structures to be Constructed</b>										
9-7	24,100	3,400		5,100	11,000			600	300	900
11-5	10,800	1,500		2,400	14,700			4,110	100	4,530
105	18,000	2,500		4,000	24,500			840	300	1,140
<b>Total</b>	<b>52,200</b>	<b>7,400</b>		<b>32,700</b>	<b>72,100</b>			<b>5,670</b>	<b>900</b>	<b>6,570</b>
<b>Grand Total</b>	<b>2,091,676</b>	<b>602,100</b>		<b>733,800</b>	<b>4,628,876</b>			<b>582,394</b>	<b>15,100</b>	<b>597,594</b>

1/ Price base: Actual cost for constructed structures and 1995 Price Base for remaining structures.

SITE NUMBERS AND DRAINAGE AREAS IN ACRES			
No.	Acres	No.	
1	976	16	931
2	2001	17	9608
3	2784	18	1538
4		19	9504
5	4378	20	1185
6	7218	21	3177
7	990	22	1248
8	8992	23	512
9	2336	24	3040
10	2733	25	6298
11	2795	26	1851
12		27	3923
13	862	28	3776
14		29	
15	3680		

APPROXIMATE AREA - 188,400 ACRES



**Figure 1**  
**PROJECT MAP**  
 TEHUACANA CREEK WATERSHED  
 HILL, MCLENNAN AND LIMESTONE COUNTIES, TEXAS

SOURCE: Data compiled by SCS Watershed Planning Staff.