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at SCS D
242-4511

Don W. Wilson
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243-5524
Project: Indian Wash
State: Colorado

OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into the 26 day of March, 1965, by and between the Soil Conservation Service, United States Department of Agriculture, hereinafter referred to as the "Service", and the Upper Grand Valley Soil Conservation District; Mesa County, the City of Grand Junction, hereinafter referred to as the "Sponsors", relates to the operation and maintenance of the following Works of Improvement:

Structure IW-1, an earth fill, floodwater-retarding structure, having an ungated outlet, and sediment and detention pool of 1,615 acre-feet, located in Section 29, Twp. 1N, Range 1E.

Indian Wash Channel, a floodwater channel from the primary outlet of Structure IW-1 extending in a southwesterly direction to the Colorado River, a distance of approximately six miles.

The Indian Wash Channel is not a project Work of Improvement but is a definite part of the planned flood prevention program and will be subject to the inspection and repair procedures as set forth herein.

The estimated annual cost for operating and maintaining (a) Structure IW-1 is \$1,887.00; (b) Indian Wash Channel \$500.00; a total of \$2,387.00. The City of Grand Junction and Mesa County do hereby jointly assume responsibility for operation and maintenance of both the Structure IW-1 and the Indian Wash Channel, the cost of which will be shared equally by said City and said County.

I. OPERATION

The parties hereto agree as follows to the operation of the Works of Improvement:

- A. The Service will provide such technical services as are available for assistance in the proper operation of the Works of Improvement.
- B. The City of Grand Junction and Mesa County will:
 1. Be responsible for operation of IW-1 simultaneously with acceptance of the Works of Improvement from the contractor.
 2. Prohibit the installation of gates or other obstructions of any kind being placed in any portion of the principal or emergency spillway(s).

5 to Area 2 } 1 area
 } 1 unit
3 1/2 } 3 to Sponsors
1 1/2 } 1 to Sponsors

3. Prohibit any works to raise any portion of the spillways above the planned elevation or to deflect or decrease the planned flow through the spillways in any manner.
4. Prohibit the installation of dikes or other structures which may decrease the capacity of the flood channel or deflect the flow from the constructed channel bottom.
5. Keep the Indian Wash Channel in operating condition from the Structure IW-1 to its confluence with the Colorado River.
6. Take all other necessary steps to insure that the Works of Improvement are permitted to function in the manner for which they were designed, and are operated in accordance with any applicable State law.

II. MAINTENANCE

The parties hereto agree as follows to the maintenance of the Works of Improvement:

A. The Service will:

1. Inspect the Works of Improvement at least annually before the flood season.
2. Prepare and furnish to each of the Sponsors a report of inspection findings, including recommendations for maintenance work needed and when such work should be completed.
3. Provide such technical services as are needed and available for preparing plans, designs and specifications for needed maintenance of the Works of Improvement.

B. The City of Grand Junction and Mesa County will:

1. Be responsible for maintenance of IW-1 simultaneously with acceptance of the Works of Improvement from the contractor.
2. Perform, in accordance with applicable State laws, all maintenance needs on IW-1 and the Indian Wash Channel from the Structure IW-1 to the Colorado River, and all fences indicated by inspections and reports thereon within the time limits specified and in such manner as not to damage Works of Improvement in any way.

3. Perform the maintenance work by use of City or County-owned equipment, force account or local contract.
4. Obtain operation and maintenance funds through their regular annual budget.

III. IT IS MUTUALLY AGREED THAT:

- A. Government Representatives shall have the right of free access to inspect the Works of Improvement at any time.
- B. The Sponsors and the Service will inspect the Works of Improvement at least annually before the flood season and after every major storm or the occurrence of any other unusual condition that might adversely affect the Works of Improvement to insure proper functioning and to check for possible damage or deterioration. Items to be checked at time of inspection will include, but not be limited to, the following:
 1. Principal spillways
 - (a) Damage or obstructions
 - (b) Condition of outlet and riser
 - (c) Sediment level in relation to top of riser
 2. Emergency spillways - drainage ways
 - (a) Erosion
 - (b) Sedimentation
 - (c) Weeds, logs and other obstructions or accumulations reducing channel capacity
 - (d) Conformity with original design (deposition or sloughing)
 3. Embankments
 - (a) Settlement or cracking
 - (b) Erosion
 - (c) Leakage
 - (d) Rodent, wildlife or livestock damage
 - (e) Condition of vegetative cover
 4. Flood channel
 - (a) Sedimentation
 - (b) Bank cutting
 - (c) Debris accumulation
 - (d) Condition of riprap and other works
 - (e) Adjacent property damage
 5. Fences and gates - repairs needed
- C. The parties to this Agreement will make their annual inspections and reports jointly. It is desirable that the annual inspections be made during the month of May. Any supplemental inspections then determined necessary will be scheduled and agreed to at that time.

D. The Sponsors will secure prior Service approval of any agreement(s) to be entered into between themselves and/or with other parties for any operation or maintenance of these Works of Improvement and furnish the Service with two copies of such agreements.

No member of Congress or Resident Commissioner shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

This action authorized at an official meeting of UPPER GRAND VALLEY SOIL on 17 day of MARCH, 1965, at GRAND JUNCTION, State of COLORADO

UPPER GRAND VALLEY SOIL CONSERVATION DISTRICT

By Fred Herbert

Title PRESIDENT

Date MARCH 17, 1965

Attest: Kenneth R. Weimer
(Name)
SECRETARY
(Title)

This action authorized at an official meeting of CITY COUNCIL on 6 day of SEPTEMBER, 1961, at GRAND JUNCTION, State of COLORADO

CITY OF GRAND JUNCTION

By Jim M. Lacy

Title CITY MANAGER

Date MARCH 22, 1965

Attest: John C. Joubert
(Name)
CITY CLERK
(Title)

This action authorized at an official meeting of MESA COUNTY COMMISSIONERS on 22 day of MARCH, 1965, at GRAND JUNCTION, State of COLORADO

MESA COUNTY, COLORADO

By Arthur Jones

Title Chairman BOARD OF MESA COUNTY COMMISSIONERS

Date MARCH 22, 1965

Attest: Ann M. Denton
(Name)
County Clerk & Recorder
(Title)

SOIL CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

By J. A. Mark
State Conservationist

Date March 26, 1965