

TYLER COUNTY COMMISSIONERS' COURT
NOVEMBER 18, 1994

TYLER COUNTY COMMISSIONERS' COURT
EMERGENCY MEETING
NOVEMBER 18, 1994 --- 9:45 A.M.

THE STATE OF TEXAS

COUNTY OF TYLER ON THIS THE 18TH DAY OF NOVEMBER, A.D.1994

the Commissioners' Court in and for Tyler County, Texas convened in a
Emergency Meeting at the Commissioners' Courtroom in Woodville,
Texas, the following members of the Court present, to wit:

JEROME OWENS	COUNTY JUDGE, Presiding
MAXIE RILEY	COMMISSIONER, PCT.#1
PETE BARNES	COMMISSIONER, PCT.#2
JERRY MAHAN	COMMISSIONER, PCT.#3
HENRY EARL SAWYER	COMMISSIONER, PCT.#4
DONECE GREGORY	COUNTY CLERK

the following were absent: none thereby constituting a quorum. In
addition to the above were:

JOYCE MOORE	COUNTY AUDITOR
ANN KING	President, Property Owners Association
RUBY DICKMEYER	Chairman of Dams & Lakes
JOE & BILLIE LABORDE	Dams & Lakes Committee
TOM MACKEY	Soil & Water Conservation Rep.

This meeting was called for the purpose of taking action for the
safety and health of the public.

Tom Mackey presented an operation and maintenance **agreement** with the
Soil Conservation Service USDA, Tyler County and **Ivanhoe Property
Owners Association**. Because the subdivision was privately owned, it
needed to be sponsored by the County in order to receive grant
funding for **emergency watershed protection**. He made it clear that
Ivanhoe Property Owners Association would be responsible for the
operation and maintenance and the 25% cost share. The County would
not be responsible for the maintenance nor funding.

Commissioner Riley related the need for these repairs to protect
landowners outside of Ivanhoe, if the large lake was not secured by
the dam.

Mr. Mackey stressed the repairs, from EWP money, would be made to
restore the dam as was, not necessarily as it should be according to
the slopes, etc. The SCS office would handle all advertisement for
bids.

James Clark inquired as to the accounts and process for paying the
matching funds. An assurance of an answer was not given.

A motion was made by **Commissioner Riley** to authorize the County Judge
to execute the necessary instruments to process funding for
improvement; and, to restore the integrity of the dams in **Ivanhoe**

Subdivision. Commissioner Mahan seconded the motion. All voted yes
and none no.

A motion was made by Commissioner Mahan that the meeting adjourn.

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THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED.....10:05
A.M.

SIGNED:

Jerome Owens

Jerome Owens, County Judge

Maxie L. Riley

Maxie L. Riley, Comm. Pct. #1

A. M. Barnes

A. M. Barnes, Comm. Pct. #2

Jerry Mahan

Jerry Mahan, Comm. Pct. #3

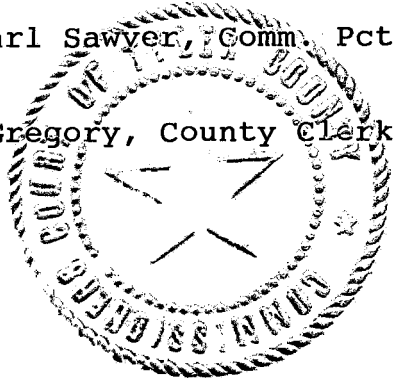
Henry Earl Sawyer

Henry Earl Sawyer, Comm. Pct. #4

ATTEST:

Donece Gregory

Donece Gregory, County Clerk



OPERATION AND MAINTENANCE AGREEMENT

Operation and Maintenance Agreement

THIS AGREEMENT made on _____ is between the Soil Conservation Service, United States Department of Agriculture, hereinafter referred to as SCS, and the following organization.

Ivanhoe Property Owners Improvement Association, Inc.
("Ivanhoe") and Tyler County ("Sponsor")

Ivanhoe and SCS agree to carry out the terms of this agreement for the operation and maintenance of the practices in the State of TEXAS. The practices covered by this agreement are identified as follows:

MAINTAINING THE SLOPES RESTORED UNDER THIS CONTRACT AND THE BULKHEAD AND ROCK AREAS. MAINTENANCE WILL INCLUDE BUT NOT BE LIMITED TO:

KEEPING THE SLOPES FREE OF WOODY MATERIAL.
KEEPING THE ROCKED AREAS FREE FROM DEBRIS AND WOODY MATERIAL.
ALL REQUIRED MAINTENANCES FOLLOWING EVENTS THAT CAUSE DAMAGE TO THE INSTALLED MEASURES.

I. GENERAL.

A. Ivanhoe will:

1. Be responsible for operating and performing or having performed all needed maintenance of practices, as determined by either SCS or the sponsor, without cost to SCS or Sponsor.
2. Obtain prior SCS approval of all plans, designs, and specifications for maintenance work deviating from the O&M plan and of plans and specifications for any alteration to the structural practice.
3. Be responsible for the replacement of parts or portions of the practice(s) which have a physical life of less duration than the evaluated life of the practice(s).
4. Prohibit the installation of any structure or facility that will interfere with the operation or maintenance of the practices.
5. Notify SCS of any agreement to be entered into with other parties for the operation or maintenance of all or any part of the project practice(s), and provide SCS with a copy of the agreement after it has been signed by the Sponsor(s) and the other party.

6. Provide SCS personnel the right of free access to the project practice(s) at any reasonable time for the purposes of carrying out terms of the agreement.

B. SCS will upon request of the sponsor or Ivanhoe and to the extent that its resources permit, provide consultive assistance in the operation, maintenance, and replacement of practices.

II. Operation and Maintenance Plan (O&M Plan).

An O&M plan for each practice included in this agreement is attached to and becomes a part of this agreement.

III. Inspection and Reports.

A. The sponsor will inspect the practices as specified in the O&M plan.

B. SCS or Federal land-administering agency may inspect the practices at any reasonable time during the period covered by this agreement. At the discretion of the state conservationist, SCS personnel may assist the sponsor(s) in inspections.

C. A written report will be made of each inspection and provided to others as outlined in the O&M plan.

IV. Time and Responsibility.

Ivanhoe's responsibility for operation and maintenance begins when a practice is partially installed or completed and accepted by the sponsor or is determined complete by SCS. This responsibility shall continue until the expiration of the measure life of all the installed project practices. This does not relieve Ivanhoe's liability, which continues throughout the life of the measure or until the measure or until the measure is modified to remove potential loss of life or property.

V. Records.

The sponsor will maintain in a centralized location a record of all inspections and significant actions taken, cost of performance, and completion date with respect to operation and maintenance. SCS may inspect these records at any reasonable time during the term of the agreement.

Name of Sponsor: _____

By: _____ Title: _____

This action was authorized at an official meeting of the Sponsor named immediately above on _____ at _____

Attest: _____ Title: _____

Agreed and accepted this _____ day of _____ 1994.

Ivanhoe Property Owners Improvement Association, Inc.

By: _____

Title: _____

This action authorized at an official meeting _____

_____ on _____

day of _____, 1994.

at _____

State of _____

Attest: _____

_____ Title