

**MINUTES OF A MEETING OF THE DIRECTORS
OF
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6
HELD ON**

June 9, 2020

A. The meeting was called to order by Joshua W. Allen, Sr., President.

B. The following Directors were present:

Joshua W. Allen, Sr.	President
Charles "Chuck" Guillory	Secretary
Miriam K. Johnson	Vice President
Bernie Daleo	Director
Anthony "Tony" Malley, III	Director

Directors Absent: None.

Staff present:

Doug Canant, PE, RPLS, CFM	District Engineer
Harold "Ernie" Crochet	Project Engineer Assistant
J. Thad Heartfield	District's Lead Legal Counsel
Steve Hubert	Shop Supervisor
Paula Karasek	Administrative Assistant
Stephen LeBlanc	Operations Manager
Dr. Joseph G. Majdalani, PE	General Manager
John Murff	Project Manager
Nelson Nixon	Superintendent
Chuck Oakley, CPA	Chief Financial Officer
Karen J. Stewart, MBA, CTP	Business Manager

Visitors: Jed Prince – Burrell-Wingate Area

C. Pledge of Allegiance was led by Mr. Allen.

D. Invocation was given by Mr. Nixon.

E. Workshop Session.

1. Easements, street abandonments, and plat reviews.
2. General discussion and reports on various drainage plans and projects.

F. Citizens in attendance were given the opportunity to address the Board of Directors on agenda items or concerns not on the agenda. There were no public comments.

G. The Minutes of March 10, 2020 and April 24, 2020, were approved on a motion made by Mrs. Johnson, seconded by Mr. Daleo, with the voting as follows: ayes—all; nays—none.

H. Business session:

1. Payment of routine bills received since March 10, 2020, that were not expressly authorized or denied for payment elsewhere on this agenda was authorized on a motion made by Mr. Guillory, seconded by Mr. Daleo, with the voting as follows: ayes—all; nays—none.
2. It was acknowledged that Jefferson County Drainage District No. 6's Investment Schedule for March 31, 2020, April 30, 2020 and May 31, 2020 were received by the District's Board of Directors and filed in the District's records pursuant to Section 2256.023 of the Public Funds Investment Act, on a motion made by Mr. Daleo, seconded by Mrs. Johnson, with the voting as follows: ayes—all; nays—none.

3. J. Thad Heartfield of the Heartfield Law Firm was authorized to purchase, through negotiation or condemnation, all tracts of land necessary from all landowners of right-of-way needed for drainage improvements on the drainage projects listed below on a motion made by Mr. Guillory, seconded by Mr. Daleo, with the voting as follows: ayes—all; nays—none:

Amelia Cutoff Diversion Grant Project
McLean Street Outfall Grant Project
4. Due to issues related to wetland determinations, the Board authorized the execution of "Amendment II to the August 21, 2017 Letter of Agreement" concerning Drainage and Access Easements Along Ditch No. 500-Taylor's Bayou and Ditch No. 503" between Drainage District No. 6 ("DD6") and Cecil Dubois, which withdraws Item No. 3 related to the levee on the east side of Ditch 503 and Item No. 4 related to a dirt roadbed on the west side of Ditch 503, and adds Item No. 6 that outlines the work DD6 will perform on the east side of Ditch 503 along the existing levee, on a motion made by Mrs. Johnson, seconded by Mr. Guillory, with the voting as follows: ayes—all; nays—none.
5. The execution of a "Letter of Agreement" (on file in the District's records) between Drainage District No. 6, Lower Neches Valley Authority, and Brad Lohmann regarding the Hamshire Canal along Hamshire Road, between Brush Island Road and IH-10, granting Drainage District No. 6 permission to excavate open ditches in two locations at Ditch Nos. 709 and 709-A, was authorized on a motion made by Mrs. Johnson, seconded by Mr. Daleo, with the voting as follows: ayes—all; nays—none.
6. The execution of a "Letter of Agreement" (on file in the District's records) between Drainage District No. 6 ("DD6") and the House of Prayer Missionary Baptist Church ("House of Prayer") wherein the House of Prayer will allow DD6 to use a portion of its property for a laydown yard and parking area during the Elinor Street Relief Project construction and in return, DD6 will pay the House of Prayer a total of \$1,500.00 and return the property to its original state after construction has been completed, was authorized on a motion made by Mr. Daleo, seconded by Mr. Guillory, with the voting as follows: ayes—all; nays—none.
7. The execution of a "Letter of Agreement" (on file in the District's records) between Drainage District No. 6 ("DD6") and Matthew and Jessica Richter ("Richters"), wherein the Richters agree to allow DD6 to utilize a portion of their property as a temporary workspace during Ditch No. 100-A improvements and in exchange, DD6 agrees to provide the labor and equipment to remove trees located adjacent to Ditch 100-A (at the Richters' discretion), provide the labor, equipment and materials to level any areas damaged by the debris removal and construction work, and return their property back to its original state, was authorized on a motion made by Mrs. Johnson, seconded by Mr. Guillory, with the voting as follows: ayes—all; nays—none.
8. The execution of a "Letter of Agreement" (on file in the District's records) between Drainage District No. 6 ("DD6") and Michael Broussard in connection with Ditch Nos. 500-A3, 500-A4, and 500-A4A, wherein DD6 will perform certain work on Mr. Broussard's property in exchange for drainage easement donations along these ditches consisting of the actual width of the ditch top plus 25 feet was authorized on a motion made by Mr. Daleo, seconded by Mr. Guillory, with the voting as follows: ayes—all; nays—none.

- 9.-18. On a Motion made by Mrs. Johnson, seconded by Mr. Daleo, with the voting as follows: ayes—all; nays—none, the Board adopted resolutions accepting the following Drainage Easements:
9. A "Drainage Easement" donated by Mr. Broussard consisting of the actual width of Ditch Nos. 500-A3, 500-A4, and 500-A4A, plus 25 feet on each side of the ditch tops that lie on his property pursuant to a Letter of Agreement approved on June 9, 2020.
 10. A "Drainage Easement" donated by James Blue Broussard, Jr. consisting of a 30-ft wide strip of land out of the J.C. Lawhon Survey, Jefferson County, Texas, that runs from a private driveway easterly to a tract of land owned by Drainage District No. 6, in connection with drainage improvements on Ditch No. 407-G.
 11. A "Drainage Easement" donated by Raymond K. Jones and wife, Chandra Jones, consisting of a 0.362-acre tract of land out of the James Gerish, Sr. League, Abstract 24, Jefferson County, Texas, in connection with drainage improvements on Ditch No. 605-E1.
 12. A "Drainage Easement" donated by the Doguet Family, LLC consisting of the actual width of Ditch Nos. 1102, 1102-E, 1102-F, 1103, and 1104, plus 25 feet on each side of the ditch tops that lie on their property.
 13. A "Drainage Easement" donated by the Harold Anderson consisting of the actual width of Ditch No. 805, plus 25 feet on each side of the ditch top that lies on his property.
 14. A "Drainage Easement" donated by Lois N. Pelech consisting of the actual width of Ditch No. 700, plus 25 feet on each side of the ditch top that lies on her property.
 15. A "Drainage Easement" donated by the Raymond L. Audilet and wife, Jo T. Audilet consisting of the actual width of Ditch Nos. 300 and 304, plus 25 feet on each side of the ditch tops that lie on their property.
 16. A "Drainage Easement" donated by the Vernon G. Durden consisting of the actual width of Ditch No. 1206-A, plus 25 feet on each side of the ditch top that lies on his property.
 17. A "Drainage Easement" donated by the Abney & Sons Farm consisting of the actual width of Ditch Nos. 801 and 801-D, plus 25 feet on each side of the ditch tops that lie on their property.
 18. A "Drainage Easement" donated by the Kendall C. Abney, and wife, Carolyn M. Abney, consisting of the actual width of Ditch Nos. 804-B1 and 804-D, plus 25 feet on each side of the ditch tops that lie on their property.
 19. A "Maintenance Easement and Agreement" received from Charles A. Howell, Jr., individually, as Independent Executor of the Estate of Virginia Collier Howell, Deceased, in connection with Drainage Improvements on Ditch 400, was accepted on a motion made by Mr. Guillory, seconded by Mr. Daleo, with the voting as follows: ayes—all; nays—none.

- 20.-21. On a motion made by Mr. Malley, seconded by Mrs. Johnson, with the voting as follows: ayes—all; nays—none, resolutions were adopted ratifying the following items:
20. Acceptance a “Drainage Easement” received from Malcolm Xavier Saliens consisting of a 0.028-acre tract of land out of the H. Williams League-Abstract 56, (Westgate Addition) Beaumont, Jefferson County, Texas, and payment to Mr. Saliens in the amount of \$1,000.00 for this easement, in connection with the Daisy Drive Outfall ditch.
 21. Acceptance a “Drainage Easement” received from Luis Galaviz consisting of a 0.027-acre tract of land out of the H. Williams League-Abstract 56, (Westgate Addition) Beaumont, Jefferson County, Texas, and payment to Mr. Galaviz in the amount of \$1,000.00 for this easement, in connection with the Daisy Drive Outfall ditch.
22. In connection with drainage improvements on Ditch No. 101-XA5, the acceptance of a “General Warranty Deed” received from Jeffrey Karl Norwood and wife, Mary Denise Norwood conveying a 0.179-acre tract of land located in the J.J. Gilliland Survey, Abstract 453, Jefferson County, Texas, to Drainage District No. 6, and payment to Cardinal Financial Company Limited Partnership in the amount of \$4,200.00 for this conveyance was ratified on a motion made by Mrs. Johnson, seconded by Mr. Daleo, with the voting as follows: ayes—all; nays—none.
- 23.-24. On a motion made by Mr. Guillory, seconded by Mr. Daleo, with the voting as follows: ayes—all; nays—none, the Board ratified the following two items:
23. The acceptance of a “General Warranty Deed” received from Gulf Coast Developers, LLC, consisting of a 4.1016-acre tract situated in the J.W. Bullock League, Abstract No. 7, Jefferson County, Texas, and ratifying payment in the amount of \$150,000.00 to Gulf Coast Developers, LLC for this conveyance, in connection with the Fleetwood Detention Basin Project.
 24. The acceptance of a “General Warranty Deed” received from George F. Mitchell, Jr., consisting of a 653.836-acre tract situated in the B.B.B. & C. RR. Co. Survey, Section 264, Abstract 81; the B.B.B. & C. RR. Co. Survey Section 118, Abstract 82; and the T. & N.O. RR. Co. Survey, Section 25, Abstract 43, Jefferson County, Texas, and ratifying payment in the amount of \$1,500,000.00 for this conveyance, in connection with the Bayou Din/Kidd Gully Detention Basin Project (Ditch No. 406).
- 25.-26. On a motion made by Mrs. Johnson, seconded by Mr. Malley, with the voting as follows: ayes—all; nays—none, the Board ratified the following two items:
25. The execution of the “First Amendment to Right-of-Way Easement” between Third Texas Resource, LLC and Drainage District No. 6, in connection with Ditch No. 511, consisting of a 60-ft drainage easement granted to Drainage District No. 6 on November 15, 1962 (Instrument No. 635353, Vol 1338, Pg. 48 of the Jefferson County, Texas public records), amending Paragraph (b) of the Easement to read as follows:
 - “(b) District has the right and privilege of depositing all or any part of the spoils of excavations only within the Easement Area, leaving drainage openings through the same and granting to District the right and authority to go upon the Easement Area and use the same for the purposes aforesaid, and to excavate canals, ditches and laterals thereon for the purposes of construction ways for the flow of waters, and giving District the right and privilege to improve maintain and operate the same or

permitted by law, and giving unto District the right and privilege of cleaning out and deepening any existing ditches or water flows within the Easement Area. The Easement also includes the right of District to restrict placement of obstructions, trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures or obstacles and the right to remove dirt at any time and for any purpose within the limits of Easement, except to the extent that any such dirt removal would interfere with the flow of water from the Property of Grantor into the drainage ditch. District agrees to cooperate with Grantor for the elevation of the drainage openings to allow water to flow from the property of Grantor into the drainage ditch.”

26. The execution of the “First Amendment to Right-of-Way Easement” between Third Texas Resource, LLC and Drainage District No. 6, in connection with Ditch No. 511-A, consisting of a 30-ft drainage easement granted to Drainage District No. 6 on November 15, 1962 (Instrument No. 778108, Vol 1601, Pg. 74 of the Jefferson County, Texas public records), amending Paragraph (b) of the Easement to read as follows:

“(b) District has the right and privilege of depositing all or any part of the spoils of excavations only within the Easement Area, leaving drainage openings through the same and granting to District the right and authority to go upon the Easement Area and use the same for the purposes aforesaid, and to excavate canals, ditches and laterals thereon for the purposes of construction ways for the flow of waters, and giving District the right and privilege to improve maintain and operate the same or permitted by law, and giving unto District the right and privilege of cleaning out and deepening any existing ditches or water flows within the Easement Area. The Easement also includes the right of District to restrict placement of obstructions, trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures or obstacles and the right to remove dirt at any time and for any purpose within the limits of Easement, except to the extent that any such dirt removal would interfere with the flow of water from the Property of Grantor into the drainage ditch. District agrees to cooperate with Grantor for the elevation of the drainage openings to allow water to flow from the property of Grantor into the drainage ditch.”

27. On a motion made by Mr. Daleo, seconded by Mrs. Johnson, with the voting as follows: ayes—all; nays—none, the Board authorized a “Partial Release of Easement” on Ditch No. 104 consisting of a 0.1128-acre portion of the May 3, 2007, 6.407-acre Drainage Easement received from Lamar University; and also authorized “Notice of Encroachment” to Lamar University granting Lamar University permission to construct and utilize a driveway, parking area, landscaping, and associated appurtenances on a 0.1549-acre portion of the May 3, 2007 Drainage Easement.
28. The execution of a “Temporary Work Agreement” between Drainage District No. 6 (“District”) and Entergy of Texas (“Entergy”) granting Entergy’s contractor, ABC Professional Tree Service, permission to utilize the District’s right-of-way on Ditch Nos. 122 and 122-A, for the purpose of trimming trees, was authorized on a motion made by Mr. Guillory, seconded by Mr. Malley, with the voting as follows: ayes—all; nays—none.

29. The Board ratified the approval of Amendment 1 to Term Contract with Coburn Supply for HDPE Pipe (IFB 15-013/KJS), which incorporated the Federal FEMA grant language in the contract so the material can be used in Drainage District No. 6's grant purchases, on a motion made by Mr. Malley, seconded by Mr. Guillory, with the voting as follows: ayes—all; nays—none.
30. The specifications for proposals for Staffing Services for Temporary Labor (RFP 20-012/KJS) for Drainage District No. 6, and the advertising of bids and an administrative proposal opening for same was authorized on a motion made by Mr. Malley, seconded by Mrs. Johnson, with the voting as follows: ayes—all; nays—none.
31. The renewal of Term Contract for Motor Fuel for Jefferson County Drainage District No. 6 (IFB 16-006/KJS) for a fourth, 1-year option with Tri-Con, Inc. and Spidle & Spidle Inc. from May 20, 2020 to May 19, 2021, with no changes in pricing was ratified on a motion made by Mr. Guillory, seconded by Mr. Daleo, with the voting as follows: ayes—all; nays—none.
32. The renewals of the term contracts awarded to Jefferson Electric Co., Inc. and Newtron Electrical Services for Repair Services & Installation of Electrical Services for Jefferson County Drainage District No. 6 (IFB-17-002/KJS), for a third, 1-year option from May 21, 2020 to May 20, 2021, with no changes in pricing were ratified on a motion made by Mr. Malley, seconded by Mrs. Johnson, with the voting as follows: ayes—all; nays—none.
33. In connection with the Term Contract for Grass and Cover Seed for Jefferson County Drainage District No. 6 scheduled to expire on May 7, 2020 (IFB 15-006/KJS), a resolution was adopted confirming receipt of an extension of the current contract pricing until a new contract is awarded on a motion made by Mr. Malley, seconded by Mr. Guillory, with the voting as follows: ayes—all; nays—none.
34. Bid specifications for the "Term Contract for Grass and Cover Seed for Jefferson County Drainage District No. 6 (IFB 20-007/KJS)," were approved, and the advertising of bids and an administrative bid opening were authorized on a motion made by Mr. Malley, seconded by Mr. Guillory, with the voting as follows: ayes—all; nays—none.
35. In connection with the May 8, 2019 to May 7, 2020 Term Contract for Herbicides for Jefferson County Drainage District No. 6 (IFB 15-007/KJS), the Board ratified the acceptance of extensions of the current contract prices received from Red River Specialties, Inc., Helena AGRI-Enterprises, LLC, and Nutrien Ag Solutions, Inc., until new contracts are awarded, on a motion made by Mrs. Johnson, seconded by Mr. Daleo, with the voting as follows: ayes—all; nays—none.
36. Bid specifications for the Term Contract for Herbicides for Jefferson County Drainage District No. 6 (IFB 20-008/KJS) were approved, and the advertising of the bids and administrative bid opening for same was authorized on a motion made by Mr. Daleo, seconded by Mr. Malley, with the voting as follows: ayes—all; nays—none.

37. Bid specifications, advertising of the specifications and an administrative proposal opening for proposals to provide "Aerial Services for Herbicide Applications (RFP 20-002/KJS)" to Jefferson County Drainage District No. 6 were ratified; as well as the acknowledgement of receipt of the three proposals list below distributed to the District's evaluation committee for review and recommendations, on a motion made by Mrs. Johnson, seconded by Mr. Guillory, with the voting as follows: ayes—all; nays—none:
- Callaway Land Management
M&M Air Service and B&S Air, Inc.
Industrial Helicopters
38. Dr. Majdalani advised the Board that the District did not go out for bids for Electrical Services for a New Parking Lot, but instead the staff obtained quotes for the work to be performed. He requested that the minutes reflect the correct terminology/procedure that quotes were obtained instead of a bid solicitation. In response to Mr. Guillory's inquiry, Mrs. Stewart explained the guidelines for requesting quotes as opposed to soliciting bids. In summary, she noted that this item was not a grant, and the work estimated came in under the \$75,000 bid solicitation threshold; therefore, quotes were obtained for the work. There were no questions and the Board ratified an award and execution of a Construction Agreement between Owner and Contractor to Newtron Electrical Services, the lowest and best quote received, in the amount of \$50,900.00, for (IFB 20-006/KJS) Electrical Services for a New Parking Lot located at the District's facility; on a motion made by Mr. Guillory, seconded by Mr. Malley, with the voting as follows: ayes—all; nays—none.
39. The Board ratified bid specifications, advertising of the bid specifications, and an administrative bid opening, and authorized an award and execution of an Offer to Contract to Excavation & Construction with Base Bid and Alternates in the amount of \$570,520.06, the lowest and best bidder meeting the District's specifications for the Construction of a New Concrete Parking Lot (IFB 20-006/KJS), on a motion made by Mrs. Johnson, seconded by Mr. Daleo, with the voting as follows: ayes-all; nays-none.
40. There was a lengthy discussion initiated by Mr. Guillory concerning the benefits of the White's Ranch road and outfall structures. Mr. Canant explained the how the White's Ranch property impacted the Needmore Diversion Project and the events leading up to the District's annexation of the property. He described the functions of the outfall structures and the maintenance required to keep them in operation. He advised the Board that by moving the structures closer to the Intracoastal and protecting them from erosion, the District would save considerably on the maintenance of the structures. Mr. Canant confirmed that this breakwater rock will cover all four outfall structures. In response to Mr. Malley's request, Mr. Oakley and Mr. Canant confirmed that maintenance cost figures could be provided. Then, on a motion made by Mrs. Johnson, seconded by Mr. Daleo, with the voting as follows: ayes-all; nays-none, the Board ratified bid specifications, advertising of the bid specifications, an administrative bid opening, an award and execution of an Offer to Contract to Texas Materials Group d/b/a Gulf Coast in the amount of \$999,855.80, the lowest and best bidder meeting the District's specifications for Breakwater Rock for White's Ranch and Needmore Outfalls at G.I.W.W. (IFB 20-011/KJS).
41. In connection with bids opened during an administrative bid opening held on May 21, 2020, the Board ratified a bid award to Hobas USA in the amount of \$140,700.00, the lowest and best bidder meeting the District's specifications for Fiberglass Reinforced Polymer Mortar Pipe (FRPM) (IFB 20-001/KJS); and also authorized the execution of an Offer to Contract for same, on a motion made by Mr. Guillory, seconded by Mr. Malley, with the voting as follows: ayes-all; nays-none.
42. The Board ratified specifications, advertising of the specifications and an administrative proposal opening for Grant Administration and Management

Services for Community Development Block Grant-Mitigation (RFP 20-003/KJS, and acknowledged receipt of the ten proposals listed below for distribution to the District's evaluation committee for review and recommendations, on a motion made by Mr. Daleo, seconded by Mr. Malley, with the voting as follows: ayes-all; nays-none.

Ardura Group, Inc.	Pro-Source
CSA	Tetra Tech
David Waxman, LLC	Tidal Basin
KSBR	Traylor & Associates
Public Management	Witt O'Brien's, LLC

43. The sale at public auction of the old and/or worn-out surplus equipment listed below, with the proceeds from the sale to be deposited into the Maintenance and Operating Fund, was authorized on a motion made by Mr. Guillory, seconded by Mr. Malley, with the voting as follows: ayes-all; nays-none:

Unit No. 5350,
Unit No. 5401,
Unit No. 2380 – McCormick Tractor,
Five GI Trucks originally purchased for parts and engines, and
Miscellaneous truck parts and tires.

I. Board Comments, no action items.

Mr. Allen welcomed Mr. Malley and thanked him for his input during the meeting.

Mr. Malley thanked Mr. Canant for his White's Ranch explanation.

The Board members expressed their appreciation to everyone for the measures that are being taken to keep everyone safe during the COVID-19 situation and requested that the staff continue complying with the CDC guidelines to keep everyone safe.

Mr. Daleo acknowledged all the work that has been put toward obtaining easements in the mist of COVID-19, and that he has seen a lot of maintenance work being perform throughout the District. He noted that the community is seeing all the activity and is appreciative of the District's efforts. Dr. Majdalani added that the staff is working very hard to acquire right-of-way; "The more easements that are acquired, the more maintenance the District can provide."

J. Adjournment.



Secretary/Asst. Secretary