



AGENDA

**MEETING OF THE BOARD OF DIRECTORS
Of
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6**

Will Be Held At

9:00 A.M.

October 10, 2023

at

6550 Walden Road
Beaumont, Texas 77707

- A. Meeting called to order.
- B. Call Roll.
- C. Pledge of Allegiance.
- D. Invocation.
- E. Public Comments.
Public Comments (3 minutes each) – An opportunity for the public to address the Jefferson County Drainage District No. 6 Board of Directors on agenda items or concerns not on the agenda – those wishing to speak must complete the blue comment card, present the comment card to the District's Executive Assistant prior to the beginning of the meeting, and observe a three-minute time limit. Members of the public who utilize a translator to address the Board shall be allowed six (6) minutes to address the Board.
- F. Workshop Session
 - 1. Easements, street abandonments, and plat reviews.
 - 2. General discussion and reports on various drainage plans and projects.
- G. Approve the minutes of September 12, 2023.
- H. Business session:
 - 1. Consider a resolution authorizing the payment of routine bills received for the month of September 2023, that were not expressly authorized or denied for payment elsewhere on this agenda.
 - 2. Acknowledge the receipt and filing of Jefferson County Drainage District No. 6's Investment Schedule for August 31, 2023, pursuant to Section 2256.023 of the Public Funds Investment Act.
 - 3. As required by Section 49.455 of the Texas Water Code, consider a resolution authorizing the execution, by a majority of the Board of Directors, of an "Amended Information Form" revised to reflect Drainage District No. 6's adopted tax rate of \$0.192429/\$100 valuation for 2023; which includes an amended "Notice to Purchasers" as required by Section 49.452 of the Texas Water Code; both of which relate to information to be furnished to prospective purchasers of real estate as to the amount of outstanding bonded indebtedness, boundaries, and tax rate of the District.

4. Consider a resolution authorizing the execution of an Engagement Letter received from Roland Bieber for consultant services related to tax abatement policies and agreements, with a fee of \$11,250 for the first 50 hours and time in excess of 50 hours billed at \$150/hour.
5. Consider a resolution acknowledging receipt of FEMA's approval of an extension request with an amended budget and federal share, and also ratifying the execution of Amendment No. 2 to Jefferson County Drainage District No. 6's TWDB Contract 2000012424/McLean Street FMA Community Flood Mitigation Project extending the Project Completion Date from June 18, 2023 to June 18, 2024 and the Contract Expiration Date from September 16, 2023 to September 16, 2024; and a change in the Total Project Cost from \$4,040,580.00 to \$6,284,575.00.
6. Consider a resolution authorizing a Reimbursement Agreement between Drainage District No. 6 and Vector Contracting, Inc. in an amount not to exceed \$17,307.01, in connection with the adjustment of Energy Transfer pipelines needed to accommodate a confluence box called for in the McLean Street FMA Community Flood Mitigation Project's design.
7. In connection with drainage improvements along Ditch No. 006 (Central Beaumont), consider a resolution authoring a "Release of a Drainage Easement" on a 30-ft wide strip of land lying in the Noah Tevis Survey, Abstract No. 52, Beaumont, Jefferson County, Texas, in order to accept a 20-ft wide drainage easement received from Hillebrandt Development and Tideland Specialty, Ltd.
8. In connection with drainage improvements along Ditch No. 006 (Central Beaumont), consider a resolution accepting a "Drainage Easement" donated by Hillebrandt Development and Tideland Specialty, Ltd. consisting of a 20-ft wide drainage easement situated in the Noah Tevis Survey, Abstract 52 of Jefferson County, Texas.
9. Consider a resolution authorizing the execution of a Letter of Agreement between Drainage District No. 6 and the Funchess Family Trust, Jonathan Timothy Funchess, Paul Irion Funchess, Richard Bascom Funchess, and Wanda Jeanette Thompson Dossett (on file in the District's records), wherein Drainage District No. 6 will perform certain work on their property in exchange for the conveyance of a drainage easement along Ditch Nos. 300, 311, 312, and 313 (north of IH-10 and west of Major Dr.).
10. In connection with drainage improvements on Ditch Nos. 300, 311, 312, and 313 (north of IH-10 and west of Major Dr.) and under an authorized August 21, 2023 Letter of Agreement, consider a resolution accepting a "Drainage Easement" donated by the Funchess Family Trust, Jonathan Timothy Funchess, Paul Irion Funchess, Richard Bascom Funchess, and Wanda Jeanette Thompson consisting of the actual width of the aforementioned ditches, including improvements, plus 25 feet on each side of the ditch tops where the ditches lie on their property located in the H.T. B. R.R. Co. Survey, Abstract 665, Section 16 and the H.T. & B. R.R. Co. Survey, Abstract 145, Section 15, Jefferson County, Texas.
11. In connection with drainage improvements along Ditch No. 1002-C (north Beaumont), consider a resolution accepting a "Drainage Easement" donated by Praise Christian Center, Inc., consisting of the actual width of the aforementioned ditch, including improvements, plus 25 feet on each side of the ditch tops where the ditch lies on its property located in the Daniel Easley Survey, Abstract 20, Jefferson County, Texas.

12. Consider a resolution authorizing the execution of a Letter of Agreement between Jefferson County Drainage District No. 6 and Mei Han and Zheng Z. Tan (on file in the District's records), wherein Drainage District No. 6 will perform certain work on their property in exchange for the conveyance of a drainage easement along Ditch 202-C (Major Dr. & Washington Blvd.).
13. In connection with drainage improvements on Ditch No. 202-C (Major Dr. & Washington Blvd.) and under an authorized Letter of Agreement dated September 27, 2023, consider a resolution accepting a Drainage Easement donated by Mei Han and Zheng Z. Tan consisting of the actual width of the aforementioned ditch, including improvements, plus 15 feet of the ditch tops that lie on their property (Chas. Williams Survey, Abstract 59, Jefferson County, Texas).
14. In connection with drainage improvements along Ditch 550 series of ditches south of Hwy-73, consider a resolution accepting a Road Access Easement donated by Labelle Properties, Ltd., Deelu Land and Cattle Company Family Limited Partnership, Mary Lou Hebert Green, L.P., Benjamin Chapman Hebert III Revocable Trust, KH Land Company, Ltd., Joe Hebert Property Trust, OEMSEE Surface, LLC, Mixon Surface Interest, Inc., Thomas H. Chapman, Jr. Management Trust, Catherine Ann Chapman Trust, Thomas H. Chapman, III Trust, Sue Ellen Ruggles Trust, Joseph M. Capman Trust, and the Gertrude Mixon Dempsey Heirs, Inc., consisting of an existing road's centerline and 10 feet on either side of that centerline, where the road lies on their properties located in the following surveys and abstracts located in Jefferson County, Texas:

ABSTRACT No.	ABSTRACT NAME	TRACT NO.
2	B. Blackman Survey	Tracts 1 & 2
31	A. Hotchkiss Survey	Tracts 1 to 9, 11 to 16, & 18
273	T. & N.O. Railroad, Section 207	Tract 1
274	T. & N.O. Railroad, Section 209	Tract 1
275	T. & N.O. Railroad, Section 211	Tract 1
276	T. & N.O. Railroad, Section 213	Tract 1
299	T. & N.O. Railroad, Section 313	Tract 1
322	T. & N.O. Railroad, Section 287	Tract 1
328	T. & N.O. Railroad, Section 299	Tract 1
503	T. & N.O. Railroad, Section 208	Tract 1
504	T. & N.O. Railroad, Section 210	Tract 1
510	T. & N.O. Railroad, Section 212	Tract 1
552	E.L. & R. Railroad Survey No. 375	Tracts 1 & 2
729	Z.R. Ashbough Survey	Tract 1
751	J.S. Gallier Survey	Tracts 2, 3, & 4
768	A. Oswald Survey	Tract 1


15. Consider a resolution authorizing the execution of an Interlocal Agreement between Region 8 Education Service Center, a purchasing cooperative agency, and Jefferson County Drainage District No. 6, providing for Jefferson County Drainage District No. 6's participation in the TIPS Purchasing Cooperative (The Interlocal Purchasing System).
16. In connection with proposals received for Grant Application Development and Management for 2023 Funding of HMGP, BRIC, and/or FMA for Jefferson County Drainage District No. 6 (RFP 23-010/KJS), opened on September 19, 2023, and pursuant to the authority granted to the Chief Operating Officer on August 8, 2023, consider a resolution, made in accordance with the evaluation committee's recommendation, ratifying an Award and Execution of a Contract on October 3, 2023 with JSW & Associates, with the executed contract attached hereto.

17. In connection with the term contract for Herbicides for Jefferson County Drainage District No. 6 (IFB 23-002/SC) awarded on April 26, 2023, consider a resolution authorizing the execution of the first of four 6-month renewal options with Helena Agri-Enterprises, LLC., Red River Specialties, LLC., SiteOne Landscapes, and Spurger Aviation, extending their contract expiration dates from October 25, 2023 to April 24, 2024.
18. Consider a resolution authorizing the execution of an "Application and Agreement for Pipeline/Utility Permit No. 2023-PL-10" submitted by Energy Transfer Pipeline requesting permission to perform maintenance on their pipeline located on Ditch No. 607 (Meeker Road area); and also authorizing a fee of \$500.00 associated with this permit.
19. Consider a resolution authorizing the execution of an "Application and Agreement for Pipeline/Utility Permit No. 2023-PL-11" submitted by ExxonMobil Pipeline Company, LLC requesting permission to perform maintenance on four of their pipelines located on Ditch Nos. 104-B, 106, and 107 (Erie Street area); and also authorizing a fee of \$2,000.00 associated with this permit.
20. The President to call for an executive session under Title 5, Subchapter D, of the Government Code, Section 551.0725 of the Government Code, the Texas open meetings law, to deliberate business and financial issues relating to a contract being negotiated.
21. The Board to Reconvene in Open Session.

This Notice of Meeting is given and posted pursuant to the Texas Open Meetings Act, contained in Chapter 551 of the Texas Government Code. Capitalized words and phrases have the meaning given to them in the Act. The Meeting will be held at the Date, Time and Place stated above. The Board of Directors of the Governmental Body will Deliberate upon the items listed in the Agenda above. Any Agenda item is subject to discussion only, action only, or both discussion and action. All portions of the Meeting shall be Open, unless a Closed Meeting is held when permitted, and in the manner specified, by the Act. If the Act permits all or any portion of the Deliberation of an Agenda item to be Closed, the Governing Body may enter into a Closed Meeting whether or not the Agenda item below states that a Closed Meeting for such item is anticipated. Agenda items are not required to be considered in the same order as listed in the Agenda. Any Agenda item(s) may be tabled for Deliberation at a later Meeting, or removed from the Agenda. Any such tabled or removed Agenda item may be placed on an Agenda for a later Meeting for which Notice has been given and posted pursuant to the Act.

- I. Board and Staff comments, no action items.
- J. Adjournment.

Posted on October 5, 2023



Doug S. Canant, Jr., PE, RPLS
Chief Operating Officer

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF JEFFERSON §

AGREEMENT FOR

JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6

(PROF 23-010 JSWA Professional Services Grant Administration and Management Services
2023 Funding of (HMGP), (BRIC), and/or (FMA) Projects

SECTION I

This Agreement between Jefferson County Drainage District No. 6, a special district of the State of Texas (hereinafter called "District") and Jeffrey S. Ward, & Associates Inc. (JSWA), P.O. Box 4365, Leesburg, VA. 20177 (hereinafter called the "Agent"), said Agreement being executed by the District for the Professional Services hereinafter set forth in connection with the above designated funding opportunities for Jefferson County Drainage District No. 6.

A. Engagement of Agent

The District hereby agrees to engage the Agent and the Agent hereby agrees to perform the "Scope of Services" hereinafter set forth. This Agreement shall be performed in Jefferson County, Texas.

This Agreement and all Attachments including Attachment A- Request for Proposals (RFP) 23-010/KJS Issued by the District, Attachment B- Provider's full and complete response to (RFP) 23-010/KJS; and any Amendments to this agreement, contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.

B. Scope of Services

The Scope of Services includes Grant Administration and Project Management. The work is further described in detail on Attachment A.

C. Time of Performance

Agent shall proceed immediately upon execution of this Agreement with performance of the services called for under the Basic Services with completion within two years after execution, or until the period of performance expires on any awarded grants. The District and the Agent may mutually agree in writing to renew or extend this Agreement for a specified period of time.

D. Information and Services to be Furnished Agent

It is agreed that the District shall furnish, without charge, for the purpose of the Agreement, information, data, reports, and records as are required for Grant Administration and Project Management. The District and its agents including other service providers shall cooperate with the Agent and will, to the fullest extent reasonably practicable, facilitate the performance of the work described in this Agreement. Agent is entitled to rely upon the accuracy of all information, data, maps, documents, drawings, records, provided by District staff and contracted Professional Engineers for each specific project.

E. Compensation and Method of Payment

1. Compensation

It is agreed that total fees for Basic Services and Reimbursables for the work as in the payment section below, hereto shall not exceed the following sums unless specifically authorized by the District according to change and modification provisions in this Agreement.

Grant Application Development

Applications with BCAs on at or less than 25 homes	\$10,000
Applications with BCAs on 26-75 homes	\$12,000
Applications with BCA on 76-100 homes	\$13,000
Applications with BCAs on 101 to 200 homes	\$15,000
Applications with BCA on 201-300 homes	\$17,000
Applications with BCA on greater than 300 homes	\$20,000

Grant Management Services

The following rates will be used to negotiate support under specific task orders and not to exceed any caps for administration services determined by the funding sources, where grant management is required.

Sr. Mitigation Specialist		Mitigation Specialist
CY2023	\$185.00	\$145.00
CY2024	\$190.00	\$150.00
CY2024	\$195.00	\$155.00

Per Parcel Project Management Services for Home Acquisition/Demolition

\$2,500 per parcel (relocation support, appraisal services, and settlement services not included in this price per parcel)

2. Payment

Agent shall invoice the District monthly for its services and reimbursables incurred by Agent for services performed under the direction and control of Agent as described herein.

The District agrees to pay Agent at its designated office the full amount of each such invoice upon receipt or as otherwise specified in this Agreement. A charge of one percent per month shall be added to the unpaid balance of invoices not paid within thirty-one (31) days after date of invoice.

F. Records

Agent shall keep accurate records, including grant related applications, agreements, and administration documents and provide completed copies to the District periodically and at close out of any funded grants. Such records should be kept in the office of the Agent for a period not less than 3 years or longer if stated by the grant document.

G. Ownership of Documents

All documents relating to the services provided in this Agreement are the property of the District. AGENT may retain reproducible copies of drawings and other documents for its use.

H. Insurance

All insurance shall be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by the District. The Agent shall, at his own expense, purchase, maintain and keep in force insurance that shall protect against injury and/or damages which may arise out of or result from operations under this Agreement, whether the operations be by himself or by any subcontractor.

Agent agrees to maintain, during the service period, Professional Liability Insurance coverage of \$1,000,000 per occurrence/claim/policy year aggregate limits to protect the District against damages arising from the Agent's negligent or wrongful act or omission in the performance of services under this Agreement.

I. Indemnification

Agent shall comply with the requirements of all applicable laws, rules, and regulations in connection with the services of Agent and shall exonerate, indemnify, hold harmless, and defend the District, its officers, agents, and all employees from any and all liability, loss or damage arising out of Agent's noncompliance with such laws, rules and regulations, without limitation. Agent shall assume full responsibility for payments of Federal, State and Local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and Income Tax Laws with respect to Agent's employees. Further, Agent shall exonerate, indemnify, hold harmless, and defend the District, its officers, agents, and all employees from any and all liability, loss, damages, expenses or claims arising out of any act of negligence, intentional tort or failure to pay a subcontractor or supplier of Agent in connection with any of the work performed or to be performed under this Agreement by Agent.

J. Address of Notice and Communications

District:

Karen J. Stewart
Chief Business Officer
Jefferson County DD6
409-842-1818
kstewart@dd6.org

AGENT:

Jeffrey S. Ward
P.O. Box 4356
Leesburg, VA 20177
Attn: Jeffrey S. Ward
Title: President and CEO

All notices and communications under this Agreement shall be mailed or delivered to the District and Agent at the above addresses, respectively.

K. Captions

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

L. Successors And Assignments

The District and the Agent each bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the District nor the Agent shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

M. Termination Of Agreement For Cause

If, through any cause, the Agent shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Agent shall violate any of the covenants, agreements, or stipulations of this Agreement, the District shall thereupon have the right to terminate this Agreement by giving written notice to the Agent of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Agent under this Contract shall be delivered to the District, and the Agent shall be entitled to receive payment of a prorated monthly fee and reimbursables.

Notwithstanding the above, the Agent shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of the Agreement by the Agent and the District may withhold any payment to the Agent for the purpose of setoff until such time as the exact amount of damages due the District from the Agent is determined.

N. Termination for Convenience by District

The District may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the Agent. If the Agreement is terminated by the District as provided herein, the Agent shall be paid for the prorated monthly fee and reimbursables incurred up to the termination date. If this Agreement is terminated due to the fault of the Agent, other terms and conditions contained in Section XIII of this Agreement relative to termination shall apply.

O. Termination by Agent

The Agent may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the District. If the Agreement is terminated by the Agent as provided herein, the Agent shall, within thirty (30) days of the notice, deliver to the District all project files, documents and reports related to grant projects, and provide a status of the projects. Agent shall be paid for the prorated monthly fee and reimbursables incurred up to the termination date.

P. Changes

The District may, from time to time, request changes in the scope of the services to be performed by the Agent under this Agreement. Such changes, including any increase or decrease in the amount of the Agent's compensation, which are mutually agreed upon by and between the District and Agent shall be incorporated in written amendments to this Agreement.

Q. Personnel

- 1 The Agent represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the District.
2. All the services required hereunder shall be performed by the Agent or under his supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under State and local law to perform such services.
3. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the District. Any work or services subcontracted hereunder shall be specified by written Contract or agreement and shall be subject to each provision of this Agreement.

R. Reports and Information

The Agent shall, at such times and in such forms as the District may reasonably require, furnish the District such periodic reports it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

S. Civil Rights

The Agent shall comply with applicable requirements of Chapter 106 Civil Practice and Remedies Code of the State of Texas which prohibits discrimination on the grounds of race, religion, color, sex, or national origin, while performing work on behalf of the District.

The Agent shall carry out its work under this Agreement in a manner that shall ensure full compliance by the District with the Statute.

T. Interest of Agent and Employees

The Agent covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interests which would conflict in any manner or degree with the performance of its services hereunder.

The Agent further covenants that in the performance of this Agreement, no person who has any such interest shall be employed by the Agent.

U. Verification And Compliance With State Laws

By signing this Agreement and the attached Certificate of Interested Parties (Form 1295) and the document relating to H.B. No. 89), the Agent verifies they are in compliance with all state laws, including Texas Government Code Chapter 2252, Subchapter F (S.B No. 252), Texas Government Code Section 2252.908 (Disclosure of Interested Parties) and Texas Government Code Chapter 2270 (H.B. No. 89); and hereby acknowledges the following:

- 1 Agent is not a company engaged in business with Iran, Sudan, or a foreign terrorist organization and is not a company included on the list prepared by and maintained by the Texas State Comptroller.
- 2 Agent does not boycott Israel; and
- 3 Will not boycott Israel during the term of this Agreement.

V. Incorporation of Provisions Required by Law

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion upon application by either party.

W. Venue

Any action brought by either party based on any claim arising under or as a result of this Agreement shall be brought in a court of competent jurisdiction in Jefferson County, Texas.


SECTION 2

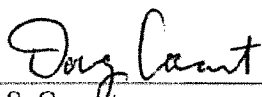
IN WITNESS WHEREOF, Jefferson County Drainage District No. 6 has lawfully caused these presents to be executed by the hand of the Board President of said District, and the Agent, acting by the hand of Jeffrey S. Ward, thereunto authorized signee title, does now sign, execute, and deliver this document.

Executed, on this 3rd day of October, A.D. 2023.

JSWA

JEFFERSON COUNTY
DRAINAGE DISTRICT NO. 6

By: 
Jeffrey S. Ward
President and CEO

By: 
Doug S. Canant
Chief Operating Officer
Jefferson County Drainage District No. 6

Attest: 

Attest: _____