



BOARD OF COMMISSIONERS
 Frank R. Rose, Chairman
 Reggie Boykin, Secretary
 Jay Levingston, Jr., Commissioner

NOTICE OF MEETING AND AGENDA

**BOARD OF COMMISSIONERS FOR DRAINAGE DISTRICT NO. 3
 JEFFERSON COUNTY, TEXAS**

AUGUST 16, 2023

7:30 A.M.

Notice is hereby given that the Board of Commissioners of Jefferson County Drainage District No. 3 will meet at 7:30 a.m., on the **16th August 2023**, at its regular meeting place in the District’s Office, 24460 Hwy 124, Hamshire, Texas.

Said meeting will be a Regular meeting for the purpose of transacting the routine business of the District.

I. Call to order and take roll.

II. Announcement:

This Commissioner's meeting is being recorded for the purpose of transcribing minutes.

III. Public Comments

At this time, the Board will listen to comments from the public and others regarding both agenda action items and items that are not on the agenda. No action may be taken on non-agenda items. Public participation is limited to the designated open forum portion of a regular meeting. No presentation shall exceed a maximum of five minutes. Delegations of more than five persons shall appoint one person to present their views before the Board. COMPLAINTS AGAINST SPECIFIC EMPLOYEES OR INDIVIDUALS ARE NOT ALLOWED. THESE COMPLAINTS ARE COVERED BY A SEPARATE POLICY. Members of the public will not be allowed to offer comments on agenda action items when that item is on the floor for discussion unless requested to do so by the Chairman of the Board. This audience participation period is not the appropriate means for bringing complaints for which resolution is sought.

IV. Approve Minutes from JULY 19, 2023 meeting.

V. Office Update

- A. Review and Accept Regular District Bills July 31 to August 15, 2023
- B. Review and Accept Monthly Financial Reports
- C. Review and Accept Monthly Insurance Summary
- D. Ratify action taken on July 25, 2023 to execute membership to Texas Buy Board
- E. Consider and approve adopting other local entities Drainage Criteria Manual as a guideline for the District to use until completion of a manual for DD3.
- F. Consider a resolution approving Kim Carroll to proceed with the creation of the Drainage Criteria Manual for the District.
- G. Discuss and review proposed budget FY2024
- H. Review 2023 Certified Taxable Value
- I. Consider a resolution approving the District's 2023 proposed tax rate of \$0.288751/\$100 valuation as distributed below:

Proposed tax rate of \$0.288751/\$100 valuation:

Maintenance and Operating:	\$0.288751/\$100 valuation
TOTAL PROPOSED TAX RATE FOR 2023	\$0.288751/\$100 valuation
TOTAL ACTUAL TAX RATE FOR 2022	\$0.295126/\$100 valuation
TOTAL DECREASE OVER LAST YEAR'S RATE	\$0.006375/\$100 valuation

V. **Office Update (cont)**

J. Consider a resolution setting a Public Hearing on Jefferson County Drainage District No. 3's proposed tax rate for 2023 of \$0.288751 per \$100 valuation for 7:30 a.m. on Wednesday, September 20, 2023.

K. Executive Session – *See footnote* ¹

L. Consider and take action, if any, on items discussed in Executive Session

VI. **Equipment/Project Update**

A. Equipment Update

1. AC repairs on Kubota Tractor
2. Purchased John Deere Tractor
3. Mulcher update from WPI

B. Project Update

1. Tazz RV Park – Discuss Bridge requirements and open cutting in water line to bury lines in ditch.
2. Oasis Truck Stop – Hwy 73 & Kiker Rd - Discuss plans that were submitted

C. Under County Wide Burn Ban

Completed Projects

1. K. Ackel – Vincent Rd

Projects in Progress

1. R. Byerly – Englin Rd
2. V. Wright – Vincent Rd
3. S. Salazar – Wilber Rd
4. M. Jones – Hwy 73

Upcoming Projects

1. B. Bundick – Vincent Rd
2. D. Phend – Hwy 73
3. B. Fischer – Wise Rd
4. N. Mitchell – E. Hamshire Rd
5. C. Rollins – Coon Rd

VII. **New Business**

A. Meeting Updates – HDR meeting with DD6 and HDR Representative – August 10, 2023 1:30pm DD6 office

B. Board Comments

C. Set Next Meeting Date

¹ The District reserves the right to adjourn into executive session at any time during the course of this meeting as authorized by the Texas Open meetings Act, Texas Government Code §§ 551.071 (Consultation with Attorney), 551.072 (Deliberation about Real Property), 551.073 (Deliberation about Gifts and Donations), 551.074 (Personnel Matters), and any other provision under Texas law that permits a governmental body to discuss a matter in a closed executive session. Should any final action, decision, or final vote be required in the opinion of the Board with regard to any matter considered in such closed or executive meeting or session, then the final action, or final vote shall be either:

(a) in the open meeting covered by the Notice upon the reconvening of the public meeting; or

(b) at a subsequent public meeting of the Commissioners upon notice thereof; as the Commissioners shall determine.

**NOTICE OF MEETING AND AGENDA
AUGUST 16, 2023– 7:30 A.M.**

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Board of Commissioners of Jefferson County Drainage District No. 3 is a true and correct copy of said Notice at a place convenient and readily accessible to the general public at all times in its administrative office at 24460 Hwy 124, Hamshire, Texas. This notice can also be viewed via the District's website at <http://jcdd3.org>. This notice remained so posted continuously for at least 72 hours immediately preceding the scheduled time of said Meeting. And further, that a true and correct copy of said notice was furnished to the County Clerk of Jefferson County for posting in the Jefferson County Courthouse.

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on August 10, 2023.

JEFFERSON COUNTY DRAINAGE DISTRICT No. 3

By: 
Frank R. Rose, Chairman

I, the undersigned County Clerk of Jefferson County, do hereby certify that the above Notice of Meeting of the Jefferson County Drainage District No. 3 Board of Commissioners, is a true and correct copy of said Notice, and that I received and posted said Notice on the Courthouse Doors and the bulletin board at the Courthouse of Jefferson County, Texas, at a place readily accessible to the general public at all times on the _____ day of _____, 20____ at _____m. and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Dated this the _____ day of _____, 20_____.

By: _____
Jefferson County Clerk

Return File Copy To: Jefferson County Drainage District No. 3, P.O. Box 388, Hamshire, TX 77622

MINUTES OF MEETING

AUGUST 16, 2023

7:30 A.M.

Meeting was held August 16, 2023, at 7:30 A.M. in the District's office located at 24460 Hwy 124, Hamshire, Texas. Present were Chairman Frank R. Rose, Reggie Boykin, Secretary and Commissioner Joel Levingston, Jr. Also present was Fred Folsom.

1. Meeting was called to order at 7:30 A.M. by Chairman Frank R. Rose.
2. He announced that this meeting was being recorded for the purpose of transcribing the minutes.
3. There were no Public Comments
4. The Minutes of June 28, 2023 meeting were approved on a motion made by Commissioner Levingston and seconded by Commissioner Boykin. All voted Aye.
5. Office Update -
 - A. Commissioners reviewed and accepted the Districts' regular checks written July 31, 2023 to August 15, 2023. Motion was made by Commissioner Levingston, seconded by Commissioner Boykin. All voted Aye.
 - B. Commissioners reviewed and accepted the monthly financial report presented by Shanna Verret which showed an ending fund balance of \$1,547,552.65 a decrease of \$62,688.72 from last month. Motion was made by Commissioner Levingston and seconded by Commissioner Boykin. All vote Aye
 - C. Insurance summary from January to June 2023 was presented by Shanna Verret. The active employees have a profit of \$32,310.71 and retirees show a profit of \$8,896.38. Motion was made by Commissioner Levingston and seconded by Commissioner Boykin to accept the insurance summary as presented. All vote AYE.
 - D. A motion was made to ratify action taken on July 25, 2023 to execute membership to Texas Buy Board. Commissioner Boykin made the motion to accept the action taken and seconded by Commissioner Levingston. All voted AYE.
 - E. Resolution to adopt other local entities Drainage Criteria Manual was tabled until the District pursues other options and procedures to create the manual specifically for the District. The District will use the other entities manual as a guide until the manual is created for the District. Motion made by Commissioner Levingston and seconded by Commissioner Boykin. All voted Aye
 - F. Resolution to approve Kim Carroll to create a Drainage Criteria Manual was tabled until further notice. Motion made by Commissioner Levingston and seconded by Commissioner Boykin. All voted Aye
 - G. Commissioners reviewed the proposed budget FY2024 and made necessary recommendations and changes. A revised and final budget will be presented at the next meeting.
 - H. A review of the certified Taxable Value in the amount of \$296,362,151 was presented to the Commissioners. This value is an increase of \$33,700,478 from 2022 certified value.
 - I. A motion was made by Commissioner Boykin and seconded by Commissioner Levingston to accept the resolution of approving the District's 2023 proposed tax rate of \$0.288751/\$100 valuation. All vote Aye.
 - J. A motion was made by Commissioner Boykin and seconded by Commissioner Levingston to accept the resolution to set a meeting date for a Public Hearing on Jefferson County Drainage District No.3 proposed tax rate. Meeting was set for Wednesday, September 20, 2023 at 7:30 a.m. All vote AYE
 - K. There was no executive session.
6. Equipment/Project Update –
 - A. Equipment Update
 1. AC repairs have been made on the 2007 Kubota Tractor.
 2. The District has received the John Deere from Shoppa's John Deere for the purchase price of \$88,614.89 which includes a comprehensive 3-year extended warranty. This tractor was purchased through the Texas Buy Board Program.

MINUTES OF MEETING

AUGUST 16, 2023

7:30 A.M.

6. Equipment/Project Update – (Cont.)

A. Equipment Update

3. Mulcher – The Fecon Mulcher has been repaired and back at the District’s Shop. This repair was sent in to WPI on June 19th. Invoicing has not yet been received.

B. Project Update –

1. Tazz RV Park – Discussion was held on the numerous adjustments and corrections to the plans for the RV Park. Michelle Falgout, Jefferson County Engineer, has been working closely with the District on the revisions that are required. We have not yet received a final plan for review.
2. Oasis Truck Stop - This project is on Hwy 73 and Kiker Rd. The preliminary drainage plans and site plans have been sent back with multiple corrections after Ms. Falgout reviewed them.

C. The District and Jefferson County is under a County Wide Burn Ban

1. Work Progress

Projects Completed –

- a) K. Ackle – Vincent Rd
- b) M. Jones – Hwy 73

Projects in Progress –

- a) R. Byerly – Englin Rd
- b) V. Wright – Vincent Rd
- c) B. Bundick – Vincent Rd
- d) S. Salazar – Wilber Rd

Upcoming Projects – These projects all required the Mini-X and Mulcher to proceed with these jobs

- a) D. Phend – Hwy 73
- b) B. Fischer – Wise Rd
- c) N. Mitchell – E. Hamshire Rd
- d) C. Rollins – Coon Rd

8. New Business

A. Meeting updates – HDR Engineering and Drainage District 6 – August 10, 2023, 1:30pm – DD6 Office. General Manager Ruffus Lavergne and Administrative Assistant Shanna Verret met with Doug Canant, John Murff, Jason Jones, and Duane Barrett with HDR. A discussion was held in regards to a Regional Study of Taylor’s Bayou, Hildebrant Bayou, and Mayhaw Bayou Watersheds. This study is to provide updated information in regards to improvements for Hazardous Flood Mitigation Plans within these watersheds. This study will allow the District’s to apply for grant monies to help with these improvements.

B. No Board Comments

C. The next regular meeting date is set for Wednesday, September 20, 2023 at 7:30a.m.

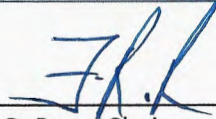
With no further business, meeting adjourned at 8:36 a.m.

DRAINAGE DISTRICT NO. 3
Jefferson County, Texas

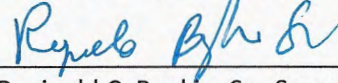
MINUTES OF MEETING

AUGUST 16, 2023

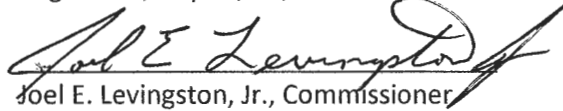
7:30 A.M.



Frank R. Rose, Chairman



Reginald C. Boykin, Sr., Secretary



Joel E. Levingston, Jr., Commissioner

Maintenance Operations Fund Expenditures

Date	Num	Name	Description	Credit
07/31/2023	12828	PAYROLL ACCOUNT	Salaires & Auto Allowance	\$ 14,156.50
07/31/2023	ACH	FICA	Payroll Tax Liability	\$ 2,811.14
07/31/2023	ACH	Texas County District Retirement	Employer Premium	\$ 1,681.73
07/31/2023	12829	Amwins Group Benefits, LLC	Insurance	\$ 4,206.40
07/31/2023	12830	Nutrien Ag Solutions	Chemical - Weed	\$ 3,988.25
07/31/2023	12831	Southern Tire Mart	Tires	\$ 1,254.00
07/31/2023	12832	Centerpoint Energy	Natural Gas	\$ 96.34
07/31/2023	12833	Windstream	Telephone	\$ 309.14
07/31/2023	12834	Entergy	Electricity	\$ 340.04
07/31/2023	12835	Kasie Cooper	Professional Services	\$ 250.00
		Total		\$ 29,093.54
8/15/2023	12836	PAYROLL ACCOUNT	Salaries	\$ 11,631.50
8/15/2023	ACH	FICA	Payroll Tax Liability	\$ 2,383.14
8/15/2023	12837	Southeast Tx Govt Employees Benefit Pool	Insurance	\$ 19,149.41
8/15/2023	12838	County Treasurer Life Insurance	Insurance	\$ 38.45
8/15/2023	12839	Tractor Supply	Hardware	\$ 40.99
8/15/2023	12840	Cintas	Medical & Safety	\$ 72.78
8/15/2023	12841	Sam's Club	Miscellaneous	\$ 281.52
8/15/2023	12842	First National Bank of Omaha	Tires, Supplies, Tractor Repairs	\$ 421.61
8/15/2023	12843	Beaumont Tractor	Tractor Repairs	\$ 361.08
8/15/2023	12844	Waukesha-Pearce	Equipment Repairs	\$ 210.90
8/15/2023	12845	West Jefferson Co. MWD	Water	\$ 38.59
8/15/2023	12846	AT&T	Telephone	\$ 106.07
8/15/2023	12847	Hamshire Waste	Waste Disposal	\$ 68.00
8/15/2023	12848	Generator Supercenter	Dues & Subscriptions	\$ 552.00
8/15/2023	12849	Jux Technologies	Dues & Subscriptions	\$ 18.00
8/15/2023	12850	Deere & Company	Equipment & Machinery	\$ 88,614.89
8/15/2023	12851	Gulfway Lumber	Building & Structure	\$ 60.89
8/15/2023	12852	Advanced Systems	Building & Structure	\$ 4,277.00
		Total		\$ 128,326.82
				\$ 157,420.36

DRAINAGE DISTRICT No. 3
Profit & Loss Budget Performance
July 2023

	Jul 23	Budget	Oct '22 - Jul 23	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
REVENUES					
101 - Current Taxes	2,734.82	62,660.67	760,859.37	626,606.66	751,928.00
102 - Delinquent Taxes	3,240.73	666.67	11,891.70	6,666.66	8,000.00
103 - Interest	6,519.72	83.33	55,556.71	833.34	1,000.00
104 - Rendition Penalty	0.00	0.00	0.00	0.00	0.00
106 - Miscellaneous	246.00	0.00	26,749.76	0.00	0.00
Total REVENUES	<u>12,741.27</u>	<u>63,410.67</u>	<u>855,057.54</u>	<u>634,106.66</u>	<u>760,928.00</u>
Total Income	<u>12,741.27</u>	<u>63,410.67</u>	<u>855,057.54</u>	<u>634,106.66</u>	<u>760,928.00</u>
Gross Profit	12,741.27	63,410.67	855,057.54	634,106.66	760,928.00
Expense					
1 - SALARIES					
1002 - Clerical	4,197.00	4,197.33	41,970.00	41,973.34	50,368.00
1009 - Dept Head / Foreman	5,416.00	6,395.83	57,243.00	63,958.34	76,750.00
1010 - Commissioners	900.00	900.00	9,000.00	9,000.00	10,800.00
1015 - Extra Help	0.00	3,166.67	0.00	31,666.66	38,000.00
1048 - Equipment Operators/Asst	13,477.00	13,955.58	109,323.50	139,555.84	167,467.00
Total 1 - SALARIES	<u>23,990.00</u>	<u>28,615.41</u>	<u>217,536.50</u>	<u>286,154.18</u>	<u>343,385.00</u>
2 - FRINGE BENEFITS					
2001 - FICA Expenses	1,811.83	2,538.50	18,965.19	25,385.00	30,462.00
2002 - Retirement	1,681.73	1,988.42	18,264.27	19,884.16	23,861.00
2003 - Insurance	20,381.50	23,227.25	194,442.44	232,272.50	278,727.00
2004 - Worker's Compensation	3,428.00	916.67	3,618.00	9,166.66	11,000.00
2006 - Auto Allowance	1,625.00	1,650.00	16,350.00	16,500.00	19,800.00
2007 - Retirement Wage Contg					
Vacation Pay	0.00		10,332.00		
2007 - Retirement Wage Contg - Other	0.00	2,916.67	14,597.39	29,166.66	35,000.00
Total 2007 - Retirement Wage Contg	<u>0.00</u>	<u>2,916.67</u>	<u>24,929.39</u>	<u>29,166.66</u>	<u>35,000.00</u>
2008 - Health Ins. Savings Acct	0.00	1,000.00	1,431.81	10,000.00	12,000.00
Total 2 - FRINGE BENEFITS	<u>28,928.06</u>	<u>34,237.51</u>	<u>278,001.10</u>	<u>342,374.98</u>	<u>410,850.00</u>

DRAINAGE DISTRICT No. 3
Profit & Loss Budget Performance
July 2023

	Jul 23	Budget	Oct '22 - Jul 23	YTD Budget	Annual Budget
3 - MATERIALS & SUPPLIES					
3006 Batteries	156.98	250.00	156.98	2,500.00	3,000.00
3008 Bolts Nuts Nails & Screws	0.00	83.33	51.99	833.34	1,000.00
3009 Antifreeze & Coolant	0.00	166.67	0.00	1,666.66	2,000.00
3010 Books & Printed Matter	828.71	416.67	1,763.38	4,166.66	5,000.00
3012 Prints, Maps & Etc	0.00	83.33	0.00	833.34	1,000.00
3014 Chains & Hooks	0.00	66.67	0.00	666.66	800.00
3016 Chemicals Weed Control	3,988.25	2,166.67	3,988.25	21,666.66	26,000.00
3018 Cleaners & Solvents	0.00	125.00	0.00	1,250.00	1,500.00
3019 - Additives & Lubricants	0.00	208.33	0.00	2,083.34	2,500.00
3020 Metal Culvert Pipe	530.00	4,166.67	12,211.90	41,666.66	50,000.00
3022 Copying Supplies	132.90	166.67	244.99	1,666.66	2,000.00
3027 Electrical Supplies	0.00	250.00	0.00	2,500.00	3,000.00
3030 Fencing Material	0.00	541.67	746.10	5,416.66	6,500.00
3032 Concrete, Sand, Aggregat	0.00	833.33	3,978.45	8,333.34	10,000.00
3034 Diesel Fuel	0.00	4,166.67	11,650.59	41,666.66	50,000.00
3036 Diesel Fuel ON ROAD	0.00	1,666.67	4,787.28	16,666.66	20,000.00
3037 Gasoline	0.00	583.33	0.00	5,833.34	7,000.00
3040 Hardware - Misc	101.33	250.00	553.56	2,500.00	3,000.00
3041 Hose & Fittings & Filters	0.00	833.33	831.90	8,333.34	10,000.00
3048 Lumber, Timbers, Rope	0.00	208.33	395.90	2,083.34	2,500.00
3050 Medical & Safety	1,139.90	250.00	2,468.18	2,500.00	3,000.00
3051 Motor Oil & Grease	0.00	833.33	0.00	8,333.34	10,000.00
3056 Paint & Brushes	0.00	83.33	0.00	833.34	1,000.00
3072 Rope Wire Manila & Burlap	0.00	66.67	0.00	666.66	800.00
3073 Spare Parts, Heavy Equip	0.00	83.33	0.00	833.34	1,000.00
3077 Computer Supplies	0.00	208.33	1,957.56	2,083.34	2,500.00
3078 Office Supplies	0.00	208.33	1,612.50	2,083.34	2,500.00
3080 Steel Angle Iron Rods, Etc	0.00	125.00	0.00	1,250.00	1,500.00
3083 Tires & Tubes	1,254.00	750.00	1,672.00	7,500.00	9,000.00
3084 Minor Equipment	1,917.08	833.33	1,993.92	8,333.34	10,000.00
3095 Welding Supplies	0.00	166.67	0.00	1,666.66	2,000.00
3099 Sundry	241.97	166.67	982.22	1,666.66	2,000.00
Total 3 - MATERIALS & SUPPLIES	10,291.12	21,008.33	52,047.65	210,083.34	252,100.00
4 - MAINTENANCE & UTILITES					
4001 Cooling and Heating	0.00	83.33	0.00	833.34	1,000.00
4009 Building & Structure	13.89	291.67	241.09	2,916.66	3,500.00
4010 Tractors & Mowers	86.34	1,041.67	347.03	10,416.66	12,500.00
4011 Equipment Repairs	0.00	4,166.67	11,331.95	41,666.66	50,000.00
4013 Marine Craft	0.00	166.67	0.00	1,666.66	2,000.00
4014 - Auto - Truck	0.00	250.00	547.46	2,500.00	3,000.00
4015 Communication Equip	0.00	125.00	306.66	1,250.00	1,500.00
4020 Miscellaneous	0.00	41.67	0.00	416.66	500.00
4030 Tools	709.87	250.00	1,842.62	2,500.00	3,000.00
4051 Freight	0.00	25.00	0.00	250.00	300.00

DRAINAGE DISTRICT No. 3
Profit & Loss Budget Performance
July 2023

	Jul 23	Budget	Oct '22 - Jul 23	YTD Budget	Annual Budget
4052 Postage	0.00	41.67	396.09	416.66	500.00
4053 Natural Gas/Butane	96.34	308.33	2,155.49	3,083.34	3,700.00
4054 Telephone	309.14	500.00	4,381.37	5,000.00	6,000.00
4056 Electricity	340.04	500.00	3,266.92	5,000.00	6,000.00
4057 Water & Sewer	28.77	166.67	298.17	1,666.66	2,000.00
4058 Garbage Waste Disposal	68.00	100.00	680.00	1,000.00	1,200.00
Total 4 - MAINTENANCE & UTILITES	1,652.39	8,058.35	25,794.85	80,583.30	96,700.00
5 - MISCELLANEOUS SERVICES					
5009 Professional Services	250.00	833.33	3,511.47	8,333.34	10,000.00
5021 Dues & Subscriptions	520.40	208.33	2,166.90	2,083.34	2,500.00
5027 Engineering Fees	0.00	833.33	0.00	8,333.34	10,000.00
5028 Assessor/Collector Fees	0.00	166.67	0.00	1,666.66	2,000.00
5029 Attorney Fees	0.00	833.33	1,000.00	8,333.34	10,000.00
5031 Filing, Records & Photos	0.00	8.33	0.00	83.34	100.00
5032 Accounting Services	0.00	41.67	0.00	416.66	500.00
5036 Treasurer Commision	0.00	133.33	1,462.86	1,333.34	1,600.00
5038 Supplemenal Tax Refunds	0.00	166.67	0.00	1,666.66	2,000.00
5040 Insurance Autos & Trucks	4,455.00	491.66	4,455.00	4,916.68	5,900.00
5041 Insurance Property	5,059.00	425.00	5,059.00	4,250.00	5,100.00
5043 Insurance General Liab	726.00	166.67	733.00	1,666.66	2,000.00
5044 Insurance Official Liab	1,326.00	166.67	1,326.00	1,666.66	2,000.00
5045 Bonds Surety & Notary	0.00	83.33	668.00	833.34	1,000.00
5053 Equipment Rental	0.00	1,416.67	5,030.00	14,166.66	17,000.00
5054 Contract Aerial Spraying	0.00	1,333.33	0.00	13,333.34	16,000.00
5055 Contract Spraying	0.00	1,450.00	0.00	14,500.00	17,400.00
5062 Travel & Meeting Expense	0.00	66.67	0.00	666.66	800.00
5064 Training & Education	39.19	125.00	214.19	1,250.00	1,500.00
5074 Independent Auditor Fees	0.00	1,750.00	20,575.00	17,500.00	21,000.00
5095 Bank Service Charges	0.00	250.00	0.00	2,500.00	3,000.00
5098 Appraisal District Fees	0.00	750.00	6,062.70	7,500.00	9,000.00
5099 Sundry	0.00	83.33	275.00	833.34	1,000.00
Total 5 - MISCELLANEOUS SERVICES	12,375.59	11,783.32	52,539.12	117,833.36	141,400.00
6 - CAPITAL OUTLAY					
6001 Office Machines	0.00	375.00	1,199.00	3,750.00	4,500.00
6002 Excavation Equipment	0.00	13,750.00	0.00	137,500.00	165,000.00
6011 Machinery & Equipment	0.00	9,166.66	20,550.02	91,666.68	110,000.00
6014 Building & Structures	0.00	3,416.67	13,124.00	34,166.66	41,000.00
6022 Furniture & Fixtures	0.00	416.67	0.00	4,166.66	5,000.00
6042 Auto Truck & Trailer	0.00	4,166.67	0.00	41,666.66	50,000.00
6045 Land/ROW Acquisitions	0.00	416.67	0.00	4,166.66	5,000.00
Total 6 - CAPITAL OUTLAY	0.00	31,708.34	34,873.02	317,083.32	380,500.00

DRAINAGE DISTRICT No. 3 Profit & Loss Budget Performance July 2023

	Jul 23	Budget	Oct '22 - Jul 23	YTD Budget	Annual Budget
Reconciliation Discrepancies	0.00	0.00	335.35	0.00	0.00
Total Expense	77,237.16	135,411.26	661,127.59	1,354,112.48	1,624,935.00
Net Ordinary Income	-64,495.89	-72,000.59	193,929.95	-720,005.82	-864,007.00
Other Income/Expense					
Other Expense					
Transfer Account	0.00	0.00	-13,983.50	0.00	0.00
Total Other Expense	0.00	0.00	-13,983.50	0.00	0.00
Net Other Income	0.00	0.00	13,983.50	0.00	0.00
Net Income	-64,495.89	-72,000.59	207,913.45	-720,005.82	-864,007.00

DRAINAGE DISTRICT No. 3
Statement of Cash Flows
July 2023

	<u>Jul 23</u>
OPERATING ACTIVITIES	
Net Income	-64,495.89
Adjustments to reconcile Net Income to net cash provided by operations:	
EMPLOYEE PAID EXPENSES:202-0400 Employee Insurance	1,125.24
Payroll Liabilities	-0.27
Net cash provided by Operating Activities	<u>-63,370.92</u>
Net cash increase for period	-63,370.92
Cash at beginning of period	1,610,923.57
Cash at end of period	<u><u>1,547,552.65</u></u>

GROUP: DD3 Active
 PERIOD: 1/1/2023-12/31/2023

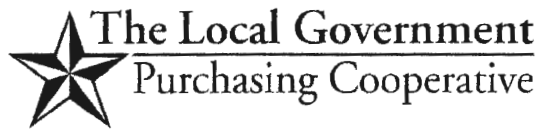
SUMMARY REPORT

MONTH	PAID MEDICAL CLAIMS	% OF TOTAL CLAIMS PAID	PAID VISION CLAIMS	% OF TOTAL CLAIMS PAID	PAID DENTAL CLAIMS	% OF TOTAL CLAIMS PAID	PAID PRESCRIPTION CLAIMS	% OF TOTAL CLAIMS PAID	TOTAL CLAIMS PAID	ADMIN	TOTAL EXPENSES	BILLED PREMIUM	NET PROFIT/(LOSS)
January	\$ 2,859.62	29.11%	\$ -	0.00%	\$ -	0.00%	\$ 6,963.43	70.89%	\$ 9,823.05	\$ 884.07	\$ 10,707.12	\$ 18,291.00	\$ 7,583.88
February	\$ 299.35	8.38%	\$ -	0.00%	\$ -	0.00%	\$ 3,271.63	91.62%	\$ 3,570.98	\$ 321.39	\$ 3,892.37	\$ 16,606.68	\$ 12,714.31
March	\$ 228.81	-10.03%	\$ -	0.00%	\$ -	0.00%	\$ (2,510.54)	110.03%	\$ (2,281.73)	\$ (205.36)	\$ (2,487.09)	\$ 14,435.48	\$ 16,922.57
April	\$ 133.75	8.02%	\$ -	0.00%	\$ 860.00	0.00%	\$ 673.72	40.40%	\$ 1,667.47	\$ 150.07	\$ 1,817.54	\$ 14,535.48	\$ 12,717.94
May	\$ 393.35	-6864.75%	\$ -	0.00%	\$ -	0.00%	\$ (399.08)	6964.75%	\$ (5.73)	\$ (0.52)	\$ (6.25)	\$ 14,535.48	\$ 14,541.73
June	\$ 41,627.34	93.86%	\$ -	0.00%	\$ -	0.00%	\$ 2,720.96	6.14%	\$ 44,348.30	\$ 3,991.35	\$ 48,339.65	\$ 16,169.94	\$ (32,169.71)
July		0.00%		0.00%		0.00%		0.00%					
August		0.00%		0.00%		0.00%		0.00%					
September		0.00%		0.00%		0.00%		0.00%					
October		0.00%		0.00%		0.00%		0.00%					
November		0.00%		0.00%		0.00%		0.00%					
December		0.00%		0.00%		0.00%		0.00%					
TOTALS	\$ 45,542.22	79.73%	\$ -	0.00%	\$ 860.00	0.00%	\$ 10,720.12	18.77%	\$ 57,122.34	\$ 5,141.01	\$ 62,263.35	\$ 94,574.06	\$ 32,310.71
MONTHLY AVERAGE	\$ 7,590.37		\$ -		\$ 143.33		\$ 1,786.69		\$ 9,520.39	\$ 856.84	\$ 10,377.23	\$ 15,762.34	\$ 5,385.12
ANNUAL PROJECTIONS	\$ 91,084.44		\$ -		\$ 1,720.00		\$ 21,440.24		\$ 114,244.68	\$ 10,282.02	\$ 124,526.70	\$ 189,148.12	\$ 64,621.42
PROJECTED MONTHLY AVERAGE PER ENROLLEE	\$ 1,265.06		\$ -		\$ 23.89		\$ 297.78		\$ 1,586.73				
PROJECTED MONTHLY AVERAGE PER MEMBER	\$ 843.37		\$ -		\$ 15.93		\$ 198.52		\$ 1,057.82				

GROUP: DD3 Retirees
 PERIOD: 1/1/2023-12/31/2023

SUMMARY REPORT

MONTH	PAID MEDICAL CLAIMS	% OF TOTAL CLAIMS PAID	PAID VISION CLAIMS	% OF TOTAL CLAIMS PAID	PAID DENTAL CLAIMS	% OF TOTAL CLAIMS PAID	PAID PRESCRIPTION CLAIMS	% OF TOTAL CLAIMS PAID	TOTAL CLAIMS PAID	ADMIN	TOTAL EXPENSES	BILLED PREMIUM	NET PROFIT/(LOSS)
January	\$ 25.68	10.15%	\$ -	0.00%	\$ 205.00	81.06%	\$ 22.22	8.79%	\$ 252.90	22.76	\$ 275.66	\$ 1,845.06	\$ 1,569.40
February	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 1.58	100.00%	\$ 1.58	0.14	\$ 1.72	\$ 1,845.06	\$ 1,843.34
March	\$ -	0.00%	\$ -	0.00%	\$ 152.00	79.30%	\$ 39.68	20.70%	\$ 191.68	17.25	\$ 208.93	\$ 1,915.26	\$ 1,706.33
April	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 2.98	100.00%	\$ 2.98	0.27	\$ 3.25	\$ 1,915.26	\$ 1,912.01
May	\$ -	0.00%	\$ -	0.00%	\$ 1,348.00	97.01%	\$ 41.61	2.99%	\$ 1,389.61	125.06	\$ 1,514.67	\$ 1,915.26	\$ 400.59
June	\$ 393.92	95.30%	\$ -	0.00%	\$ -	0.00%	\$ 19.42	4.70%	\$ 413.34	37.20	\$ 450.54	\$ 1,915.26	\$ 1,464.72
July		0.00%		0.00%		0.00%		0.00%		0.00			
August		0.00%		0.00%		0.00%		0.00%		0.00			
September		0.00%		0.00%		0.00%		0.00%		0.00			
October		0.00%		0.00%		0.00%		0.00%		0.00			
November		0.00%		0.00%		0.00%		0.00%		0.00			
December		0.00%		0.00%		0.00%		0.00%		0.00			
TOTALS	\$ 419.60	18.63%	\$ -	0.00%	\$ 1,705.00	75.71%	\$ 127.49	5.66%	\$ 2,252.09	202.69	\$ 2,454.78	\$ 11,351.16	\$ 8,896.38
MONTHLY AVERAGE	\$ 69.93		\$ -		\$ 284.17		\$ 21.25		\$ 375.35	\$ 16.89	\$ 409.13	\$ 1,891.86	\$ 1,482.73
ANNUAL PROJECTIONS	\$ 839.20		\$ -		\$ 3,410.00		\$ 254.98		\$ 4,504.18	\$ 202.69	\$ 4,909.56	\$ 22,702.32	\$ 17,792.76
PROJECTED MONTHLY AVERAGE PER ENROLLEE	\$ 69.93		\$ -		\$ 56.83		\$ 21.25		\$ 148.02				
PROJECTED MONTHLY AVERAGE PER MEMBER	\$ 69.93		\$ -		\$ 31.57		\$ 21.25		\$ 122.76				



INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between The Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member").

I. RECITALS

WHEREAS, a local government entity is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, to agree with other local government entities to form a purchasing cooperative; and

WHEREAS, the Cooperative is further authorized as a local purchasing cooperative organization as set forth in Section 271.101, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

II. TERMS AND CONDITIONS

- Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
- Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing 60 days notice, then this Agreement will be deemed an Amendment by Notice, which will be effective on the 61st day that the Cooperative Member is sent notice of this document. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member's initial term (not the effective date of the Amendment by Notice), unless the Agreement is sooner terminated in accordance with the provisions herein.

3. Termination.

- (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to the Cooperative and any vendor have been fully paid.
- (b) **By the Cooperative.** The Cooperative may terminate this Agreement by:
 - (1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or
 - (2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.
- (c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will neither be entitled to a refund of any membership dues paid nor a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. Payments by Cooperative Member.

- (a) The Cooperative Member agrees to pay membership fees as may be required by the Cooperative. The Cooperative will provide the Cooperative Member with 60 days prior written notice of any change in the membership fee before such fee becomes effective. Membership fees are payable by Cooperative Member within 30 days of receipt of an invoice from the Cooperative or its designee, unless otherwise provided by law. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, *et seq.*, Texas Government Code, shall begin to accrue daily on the 46th day following the due date and continue to accrue until the membership fees and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
- (b) In addition to membership fees, the Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Trustees. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Trustees, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Trustees. Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.
8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc. and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of the BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. Cooperative Member will use the BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.

3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas.
10. **Legal Authority.** The Cooperative Member represents and warrants to the Cooperative the following:
 - (a) It meets the definition of "Local Government" or "State Agency" under the Interlocal Cooperation Act ("Act"), Chapter 791 of the Texas Government Code.

- (b) The functions and services to be performed under the Agreement will be limited to “Administrative Functions” as defined in the Act, which includes purchasing.
- (c) It possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
- (d) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
- (e) All requirements – local or state – for a third party to approve, record or authorize the Agreement have been met.

11. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC., TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:

- (a) Neither party waives any immunity from liability afforded under law;
- (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
- (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member’s membership fee and purchase activity, within 24 months of when the lawsuit or action was filed; and
- (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney’s fees pursuant to Section 271.159 of the Texas Local Government Code.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative’s servicing contractor, endorsers and sponsors (including, but not limited to, the Texas Association of School Boards, Inc., Texas Association of Counties, Texas Municipal League, and educational service centers) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member’s membership fee and purchase activity, within 24 months of the filing of any lawsuit or action.

13. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
14. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
15. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the BuyBoard Administrator, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400. Notices to Cooperative Member may be made by first class mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor).
16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
17. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
18. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

TO BE COMPLETED BY THE COOPERATIVE:

The LOCAL GOVERNMENT PURCHASING COOPERATIVE,
as acting on behalf of all other Cooperative Members

By: _____ Date: _____
Dan Troxell, Ph.D., Secretary

TO BE COMPLETED BY COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

Jefferson County Drainage District No. 3
(Name of Local Government)

By: _____ Date: 7/25/2023
Signature of authorized representative of Cooperative Member

Frank R. Rose, Chairman
Printed name and title of authorized representative

Coordinator for the
Cooperative Member is:

Shanna Verret
Name
PO Box 388
Mailing Address
Hamshire
City
Texas, 77622
(zip)
409-243-3495
Telephone
409-243-3158
Fax
drainage3@jctdd3.org
Email

BOARD RESOLUTION

of

Jefferson County Drainage District No. 3

(Name of Local Government)

Cooperative Member

WHEREAS, the above-named entity (hereinafter "Cooperative Member") desires to participate in a local government cooperative purchasing program pursuant to the authority granted by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act ("Act") and has elected to be a Cooperative Member in The Local Government Purchasing Cooperative (hereinafter "Cooperative"), a local government purchasing cooperative program created by local governments in accordance with and pursuant to the Act and Section 271.101, *et seq.*, of the Texas Local Government Code;

WHEREAS, the Cooperative Member, is of the opinion that participation in the Cooperative's purchasing program will be highly beneficial through the efficiencies and potential savings to be realized; and

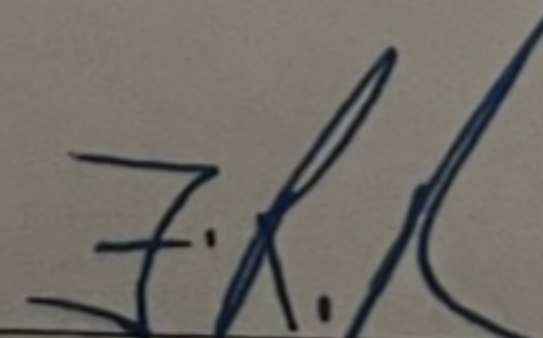
WHEREAS, the Cooperative Member has reviewed the Interlocal Participation Agreement ("Agreement") and seeks to adopt such Agreement in order to become a member of, and participate in, the Cooperative;

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Trustees hereby adopts the above-referenced Agreement as presented, thereby becoming a member of The Local Government Purchasing Cooperative; and
2. The Board of Trustees of the Cooperative Member authorizes its Board President, Superintendent or the Superintendent's designee to execute the Interlocal Participation Agreement which includes the adoption and approval of the Organizational Interlocal Agreement previously executed and adopted by two or more local governments.

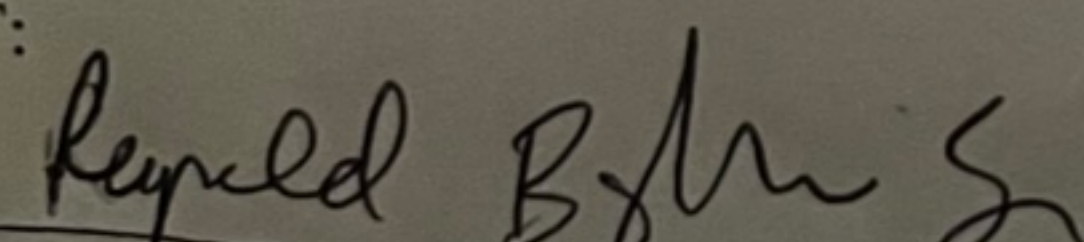
PASSED AND ADOPTED at a meeting of the Board as of the following date:

July 25, 2023



President, Board of Trustees

ATTEST:



Secretary, Board of Trustees

DRAINAGE DISTRICT No. 3

Jefferson County, Texas

PROPOSED GENERAL FUND

BUDGET FY 2024

NOTES

CATEGORY	BUDGET NOTE
Salaries:	Salary increase for Clerial plus a 5% COL increase COL of 3 to 5% for all remaining positions
Fringe Benefits:	Retiremnt contribution increased from 7.01% to 8.01% Includes a 6% assumed increase for health insurance Health Ins Savings reduction due to decrease in number of dependents
Materials & Supplies	Increase in Medical & Safety to allow for fire extinguisher inspections and certification.
Maintenance & Utilities	No changes in this category
Miscellaneous Services	Increase in Dues & Subscriptions to allow for annual contract of generator maintenance and inspections. Increase in Engineering Fees to allow for hiring an engineer to help develop a Drainage District Criteria Manual. Increase in property insurance to cover increase in premiums Deduction of Contract Aerial Spraying and Contract Spraying due to in house herbiside control personnel
Captial Outlay	Office Machines - purchase of a new upgraded computer monitor and camera to work properly with mapping system and operating programs Machinery & Equipment - purchase of mulcher to work with the 240 trackhoe Possible purchase of new tractor

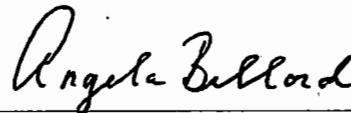
STATE OF TEXAS

COUNTY OF JEFFERSON

CERTIFICATION OF 2023 APPRAISAL ROLL FOR Drainage District #3

I, Angela Bellard, Chief Appraiser for the Jefferson Central Appraisal District, solemnly swear that the attached is that portion of the approved Appraisal Roll of the Jefferson Central Appraisal District that lists property taxable by and constitutes the appraisal roll for Drainage District #3.

July 20, 2023
Date



Angela Bellard, RPA, RES, AAS
Chief Appraiser
Jefferson Central Appraisal District

2023 APPRAISAL ROLL INFORMATION

2023 Market Value	\$447,703,427
2023 Taxable Value	\$296,362,151

2023 CERTIFIED TOTALS

Property Count: 3,453

847 - DRAINAGE DISTRICT #3

Grand Totals

7/20/2023

8:53:15AM

Land		Value			
Homesite:		19,195,813			
Non Homesite:		33,539,352			
Ag Market:		92,583,053			
Timber Market:		1,427,822			
			Total Land	(+)	146,746,040
Improvement		Value			
Homesite:		114,742,671			
Non Homesite:		69,782,176			
			Total Improvements	(+)	184,524,847
Non Real		Count	Value		
Personal Property:		148	107,736,210		
Mineral Property:		396	8,696,330		
Autos:		0	0		
			Total Non Real	(+)	116,432,540
			Market Value	=	447,703,427
Ag	Non Exempt	Exempt			
Total Productivity Market:	94,010,875	0			
Ag Use:	3,606,965	0	Productivity Loss	(-)	90,343,822
Timber Use:	60,088	0	Appraised Value	=	357,359,605
Productivity Loss:	90,343,822	0	Homestead Cap	(-)	15,210,669
			Assessed Value	=	342,148,936
			Total Exemptions Amount	(-)	45,786,785
			(Breakdown on Next Page)		
			Net Taxable	=	296,362,151

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
874,641.76 = 296,362,151 * (0.295126 / 100)

Certified Estimate of Market Value: 447,703,427
Certified Estimate of Taxable Value: 296,362,151

Tax Increment Finance Value: 0
Tax Increment Finance Levy: 0.00

2023 CERTIFIED TOTALS

Property Count: 3,453

847 - DRAINAGE DISTRICT #3
Grand Totals

7/20/2023

8:53:20AM

Exemption Breakdown

Exemption	Count	Local	State	Total
DP	27	843,357	0	843,357
DV1	1	0	5,000	5,000
DV2	3	0	27,000	27,000
DV3	1	0	10,000	10,000
DV4	15	0	156,000	156,000
DV4S	1	0	12,000	12,000
DVHS	8	0	1,475,312	1,475,312
DVHSS	2	0	75,676	75,676
EX-XI	1	0	54,327	54,327
EX-XU	2	0	15,791	15,791
EX-XV	43	0	2,291,788	2,291,788
EX366	33	0	23,006	23,006
FR	2	8,130,050	0	8,130,050
HS	739	23,300,950	0	23,300,950
OV65	255	9,163,258	0	9,163,258
OV65S	1	28,990	0	28,990
PC	3	174,280	0	174,280
Totals		41,640,885	4,145,900	45,786,785

2023 CERTIFIED TOTALS

Property Count: 3,453

847 - DRAINAGE DISTRICT #3
Grand Totals

7/20/2023

8:53:20AM

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	1,026	1,681.1524	\$3,367,839	\$148,541,271	\$106,150,063
C1	VACANT LOTS AND LAND TRACTS	454	1,031.1988	\$0	\$8,615,982	\$8,615,982
D1	QUALIFIED AG LAND	872	37,878.1758	\$0	\$94,010,875	\$3,665,703
D2	NON-QUALIFIED LAND	104		\$80,818	\$2,789,495	\$2,789,495
E	FARM OR RANCH IMPROVEMENT	373	3,880.5070	\$1,301,936	\$43,886,864	\$36,386,353
F1	COMMERCIAL REAL PROPERTY	39	67.6202	\$2,083,885	\$15,074,319	\$15,074,319
F2	INDUSTRIAL REAL PROPERTY	26	176.7332	\$0	\$13,211,764	\$13,037,484
G1	OIL AND GAS	390		\$0	\$8,692,227	\$8,692,227
J3	ELECTRIC COMPANY (INCLUDING C	5	0.8000	\$0	\$10,946,369	\$10,946,369
J4	TELEPHONE COMPANY (INCLUDI	3	0.0964	\$0	\$244,566	\$244,566
J6	PIPELAND COMPANY	27	2.5680	\$0	\$10,842,981	\$10,842,981
J8	OTHER TYPE OF UTILITY	13		\$0	\$1,851,719	\$1,851,719
L1	COMMERCIAL PERSONAL PROPE	65		\$0	\$26,450,243	\$20,935,060
L2	INDUSTRIAL PERSONAL PROPERT	11		\$0	\$57,460,244	\$54,845,377
M1	TANGIBLE OTHER PERSONAL, MOB	137		\$531,035	\$2,699,596	\$2,284,453
X	TOTALLY EXEMPT PROPERTY	79	177.1269	\$0	\$2,384,912	\$0
	Totals		44,895.9787	\$7,365,513	\$447,703,427	\$296,362,151

2023 CERTIFIED TOTALS

Property Count: 3,453

847 - DRAINAGE DISTRICT #3

Grand Totals

7/20/2023

8:53:20AM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	762	1,350.8055	\$2,759,420	\$139,213,497	\$98,909,786
A2	REAL, RESIDENTIAL, MOBILE HOME	70	107.7870	\$337,254	\$3,293,111	\$2,640,796
A7	REAL/RES/MH 5 AC/LESS-BY OWNER	199	222.5599	\$271,165	\$6,034,663	\$4,599,481
C1	REAL, VACANT PLATTED RESIDENTI	447	965.5678	\$0	\$8,182,668	\$8,182,668
C2	REAL, VACANT PLATTED COMMERCIAL	7	65.6310	\$0	\$433,314	\$433,314
D1	REAL, ACREAGE, RANGELAND	895	38,159.4048	\$0	\$94,135,259	\$3,790,087
D2	REAL, ACREAGE, TIMBERLAND	104		\$80,818	\$2,789,495	\$2,789,495
D3	REAL, ACREAGE, FARMLAND	50	548.9878	\$639,890	\$7,405,407	\$7,070,000
D4	REAL, ACREAGE, UNDEVELOPED LA	166	2,212.3400	\$0	\$9,209,437	\$9,209,437
D5	UNFILLED LAND	7	129.3540	\$0	\$760,032	\$760,032
E1	REAL, FARM/RANCH, HOUSE	88	518.0572	\$519,839	\$23,818,943	\$17,175,683
E2	REAL, FARM/RANCH, MOBILE HOME	7	45.8390	\$75,204	\$668,820	\$468,417
E7	MH ON REAL PROP (5 AC/MORE) MH	32	144.7000	\$67,003	\$1,899,841	\$1,578,400
F1	REAL, Commercial	39	67.6202	\$2,083,885	\$15,074,319	\$15,074,319
F2	REAL, Industrial	9		\$0	\$12,292,275	\$12,117,995
F5	OPERATING UNITS ACREAGE	17	176.7332	\$0	\$919,489	\$919,489
G1	OIL AND GAS	390		\$0	\$8,692,227	\$8,692,227
J3	REAL & TANGIBLE PERSONAL, UTILI	5	0.8000	\$0	\$10,946,369	\$10,946,369
J4	REAL & TANGIBLE PERSONAL, UTILI	3	0.0964	\$0	\$244,566	\$244,566
J6	REAL & TANGIBLE PERSONAL, UTILI	27	2.5680	\$0	\$10,842,981	\$10,842,981
J8	REAL & TANGIBLE PERSONAL, UTILI	13		\$0	\$1,851,719	\$1,851,719
L1	TANGIBLE, PERSONAL PROPERTY, C	65		\$0	\$26,450,243	\$20,935,060
L2	TANGIBLE, PERSONAL PROPERTY, I	11		\$0	\$57,460,244	\$54,845,377
M1	TANGIBLE OTHER PERSONAL, MOBI	137		\$531,035	\$2,699,596	\$2,284,453
X		79	177.1269	\$0	\$2,384,912	\$0
	Totals		44,895.9787	\$7,365,513	\$447,703,427	\$296,362,151

2023 Water District Voter-Approval Tax Rate

Form 50-858

Worksheet for Low Tax Rate and Developing Districts

Jefferson County Drainage District No 3

409-243-3495

Water District Name

Phone (area code and number)

P. O. Box 120 Hamshire, TX 77622

j added 3.org

Water District's Address, City, State, ZIP Code

Water District's Website Address

GENERAL INFORMATION: The Comptroller's office provides this worksheet to assist water districts in determining their voter-approval tax rate. The information provided in this worksheet is offered as technical assistance and not legal advice. Water districts should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

Indicate type of water district:

Low tax rate water district
(Water Code Section 49.23601)

Developing water district
(Water Code Section 49.23603)

Developed water district in a declared disaster area
(Water Code Section 49.23602(d))

SECTION 1: Voter-Approval Tax Rate

The voter-approval tax rate for low tax rate and developing water districts is the current year's debt service and contract tax rates plus the maintenance and operation (M&O) tax rate that would impose no more than 1.08 times the amount of M&O tax imposed by the water district in the preceding year on the average appraised value of a residence homestead in the water district. The average appraised value disregards any homestead exemption available only to people with disabilities or those age 65 or older.

The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll or certified estimate of value and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

If any part of a developed water district is located in an area declared a disaster area during the current tax year by the governor or by the president, the board of the district may calculate the voter-approval tax rate in the manner provided in Water Code Section 49.23601(a) and determine whether an election is required to approve the adopted tax rate in the manner provided in Water Code Section 49.23601(c). In such cases, the developed water district may use this form to calculate its voter-approval tax rate.

Line	Worksheet	Amount/Rate
1.	2022 average appraised value of residence homestead. ¹	\$ 168,278
2.	2022 general exemptions available for the average homestead. Excluding age 65 or older or disabled persons exemptions. ²	\$ 47,517
3.	2022 average taxable value of residence homestead. Line 1 minus Line 2.	\$ 120,761
4.	2022 adopted M&O tax rate.	\$ 0.295126 /\$100
5.	2022 M&O tax on average residence homestead. Multiply Line 3 by Line 4, divide by \$100.	\$ 356.39
6.	Highest M&O tax on average residence homestead with increase. Multiply Line 5 by 1.08. ³	\$ 384.90
7.	2023 average appraised value of residence homestead.	\$ 187,354
8.	2023 general exemptions available for the average homestead. Excluding age 65 or older or disabled persons exemptions. ⁴	\$ 54,056
9.	2023 average taxable value of residence homestead. Line 7 minus Line 8.	\$ 133,298
10.	Highest 2023 M&O tax rate. Line 6 divided by Line 9, multiply by \$100. ⁵	\$ 0.288751 /\$100
11.	2023 debt tax rate.	\$ 0.000000 /\$100
12.	2023 contract tax rate.	\$ 0.000000 /\$100
13.	2023 voter-approval tax rate. Add lines 10, 11 and 12.	\$ 0.288751 /\$100

¹ Tex. Water Code § 49.236(a)(2)(C)

² Tex. Water Code § 49.236(a)(2)(D)

³ Tex. Water Code §§ 49.23601(a)(3) and 49.23603(a)(3)

⁴ Tex. Water Code § 49.236(a)(2)(E)

⁵ Tex. Water Code §§ 49.23601(a)(3) and 49.23603(a)(3)

SECTION 2: Election Tax Rate

For a low tax rate water district, the election tax rate is the highest total tax rate the district may adopt without holding an automatic election to approve the adopted tax rate.

For a developing water district, the election tax rate is the highest total tax rate the district may adopt before qualified voters of the district may petition for an election to lower the adopted tax rate.

If any part of a developed water district is located in an area declared a disaster area during the current tax year by the governor or by the president, the board of the district may calculate the election tax rate as the highest tax rate the district may adopt without holding an automatic election to approve the adopted tax rate.

In these cases, the election tax rate is the rate that would impose 1.08 times the amount of tax imposed by the district in the preceding year on the average appraised value of a residence homestead in the water district. The average appraised value disregards any homestead exemption available only to people with disabilities or those age 65 or older.⁷

Line	Worksheet	Amount/Rate
14.	2022 average taxable value of residence homestead. Enter the amount from Line 3.	\$ 120,761
15.	2022 adopted total tax rate.	\$ 0.295126 /\$100
16.	2022 total tax on average residence homestead. Multiply Line 14 by Line 15.	\$ 356.39
17.	2023 highest amount of taxes per average residence homestead. Multiply Line 16 by 1.08, divide by \$100.	\$ 384.90
18.	2023 tax election tax rate. Divide Line 17 by Line 9 and multiply by \$100.	\$ 0.288751 /\$100

SECTION 3: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the voter-approval tax rate as authorized by the governing body of the water district. By signing below, you certify that you are the designated officer or employee of the taxing unit and have calculated the tax rates in accordance with requirements in Water Code.⁶

print here → Cindy Savant, P. C. C.
 Printed Name of Water District Representative

sign here → Cindy Savant
 Water District Representative

8/2/23
 Date

⁶ Tex. Water Code §§ 49.23601, 49.23602(d), and 49.23603

2023 TRUTH-IN-TAXATION
Notice of Public Hearing on Tax Rate – Info Request

Name of Water District Jefferson County Drainage District No. 3

Name of Governing Body Board of Commissioners

Hearing Information and Proposed Tax Rate

Date:	September 20, 2023
Time:	7:30 a.m.
Meeting Place and Address:	Jefferson County Drainage District No. 3 - Office 24460 Hwy 124 Hamshire, TX 77622
Proposed Total Tax Rate: (per \$100 of value)	.288751
Proposed M&O Tax Rate: (per \$100 of value)	.288751
Proposed I&S Tax Rate: (per \$100 of value)	.000000

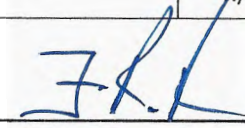
Governing Body Members Name and Proposed Tax Rate Voting Results

Voting Results	Governing Body Member Names
FOR the Proposal:	Frank R. Rose, Chairman, Reginald C. Boykin, Secretary, Joel E. Livingston, Jr., Commissioner
AGAINST the Proposal:	None
PRESENT and NOT VOTING:	None
ABSENT:	None

Purpose for Tax Increase

(Complete if the proposed tax rate would allow voters to petition for OR would require a rollback election.)

Purpose for Tax Increase:	N/A
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Authorized Signature

August 16, 2023

Date

Frank R. Rose

Printed Name

Chairman

Title

Once completed, please email the signed form to jeffcotnt@jeffcotx.us.

Date Submitted and Emailed August 16, 2023

Water District

Notice of Public Hearing on Tax Rate

The Jefferson County Drainage District No 3 will hold a public hearing on a proposed tax rate for the tax year 2023 on September 20, 2023 at 07:30 AM at the Jefferson County Drainage District No 3 Office, 24460 Hwy 124, Hamshire, TX 77662. Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the tax rate that is adopted and on the change in the taxable value of your property in relation to the change in taxable value of all other property. The change in the taxable value of your property in relation to the change in the taxable value of all other property determines the distribution of the tax burden among all property owners.

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

For the proposal: Frank R. Rose, Chairman Reginald C. Boykin, Secretary
 Joel E. Levingston Jr., Commissioner

Against the proposal: None

Present and not voting: None

Absent: None

The following table compares taxes on an average residence homestead in this taxing unit last year to taxes proposed on the average residence homestead this year.

	Last Year	This Year
Total tax rate (per \$100 of value)	\$0.295126/\$100 <small>Adopted</small>	\$0.288751/\$100 <small>Proposed</small>
Difference in rates per \$100 of value		\$-0.006375
Percentage increase/decrease in rates(+/-)		-2.16%
Average residence homestead appraised value	\$168,278	\$187,354
General homestead exemptions available (excluding 65 years of age or older or disabled person's exemptions)	\$47,517	\$54,056
Average residence homestead taxable value	\$120,761	\$133,298
Tax on average residence homestead	\$356.39	\$384.90
Annual increase/decrease in taxes if proposed tax rate is adopted(+/-) and percentage of increase (+/-)		\$28.51 8.00%

NOTICE OF TAXPAYERS' RIGHT TO ELECTION TO REDUCE TAX RATE

If the district adopts a combined debt service, operation and maintenance, and contract tax rate that would result in the taxes on the average residence homestead increasing by more than eight percent, the

qualified voters of the district by petition may require that an election be held to determine whether to reduce the operation and maintenance tax rate to the voter-approval tax rate under Section 49.23603, Water Code.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.