

AGENDA

ITEM 4

Myrtle Cruz, Inc.

3401 Louisiana St, STE 400 . Houston, Tx 77002-9552 . (713)759-1368 . fax 759-1264 . email first_last@mcruz.com

BRAZORIA COUNTY ESD NO. 3

Cash Report for Meeting of October 8th, 2018

OPERATING (2560P) : COMPASS BANK

Previous cash balance, September 10th, 2018	90,325.86
plus: 08/01 interest.....	60.26
plus: 08/13 void ck#3559 to Stonegate Apartments.....	15.75
plus: 09/20 Ro'vin Garrett ck#78867 - Delq Tax.....	23.13
plus: 10/02 stop payment on ck#3608 to Make It Personal - Lost in	48.00
plus: 10/03 trf from Texpool mm.....	1,000,000.00
Total Deposits :	1,000,147.14
less: 08/15 service charge.....	18.00
less: 09/28 wire to Payroll Account.....	38,961.10

less checks completed at or after last meeting :

3579 Airgas, USA, LLC; Holding for Invoice.....	0.00
3615 Prosperity Bank; MEMS Station - Holding for Invoice.....	0.00
3616 City of Manvel; Water @ MEMS.....	33.00
3617 Centerpoint Energy; @ MEMS Bldg.....	30.03
3618 Comcast; #962112299 MEMS.....	427.25
3619 Comcast; #939081164 MEMS.....	628.23
3620 Spark Energy; #000296360 MEMS.....	1,091.81
3621 Wex Fleet Universal; Holding for Invoice.....	0.00
3622 Verizon; #622376815-00001 MEMS.....	582.72
3623 AT & T; @ 281-489-5173 448 7.....	145.31
3624 Airgas USA, LLC; #9800504666/506594.....	505.48
3625 Ready Refresh; #0119543114.....	164.28
3626 Web Unlimited; Holding for Invoice.....	0.00
3627 BlueCross Blueshield; #166950 9/1-10/1.....	9,540.18
3628 Humana Insurance Co.; #770203-001.....	323.73
3629 Texas Mutual Insurance Co.; #50458555.....	870.23
3630 ADP, LLC; Holding for Invoice.....	0.00
3631 Texas Emergency Services Retirement Sys; #11038 & 10866.....	23,065.66
6400 11038 Pension Plan	7,162.66
6400 10866 Pension Plan	15,903.00

Beginning cash balance, October 8th, 2018 1,014,085.99

less checks to be presented at this meeting :

3632 City of Alvin; VFD qtr Contract Amount.....	87,500.00
3633 City of Angleton; VFD Qtr Contract Amount.....	70,000.00
3634 County Rd. 143; qtr Operations.....	15,050.00
3635 Danbury VFD; qtr Operations.....	21,775.00
3636 Demi-John VFD; qtr Operations.....	14,050.00
3637 Iowa Colony VFD; qtr Operations.....	13,750.00
3638 Manvel VFD; qtr Operations.....	112,500.00
3639 Rosharon VFD; qtr Operations.....	27,500.00
3640 Alvin EMS; qtr Contract Amount.....	87,500.00
3641 Angleton EMS; qtr Operations.....	83,750.00
3642 Danbury EMS; qtr Operations.....	100,794.50
3643 Quill Corporation; Acct#C5924817, Inv#1200592,1161367.....	449.94
6400 #1200592	58.49
6400 #1161367	391.45
3644 Concentra; #319519681.....	241.00
3645 BCOS Office Technologies; #AR240755.....	225.60
3646 Bound Tree Medical, LLC; #82973003,1850,1849,82980523,0524..	1,119.02
7395 #82973003	187.99
7395 #82971850	76.99
7395 #82971849	110.53
7395 #82980523	672.53

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	7395 #82980524	70.98	
3647 De Lage Landen Financial Serv, Inc.; #60733727.....			175.00
3648 RR Lawn Care; #81703 MEMS Lawn Care.....			575.00
3649 Lozano & Sons Tire Repair; #35713.....			15.00
3650 BlueCross BlueShield of Texas; Acct#166950 10/1-11/1.....			9,540.18
3651 Make It Personal; #11494,11411,11526.....			648.00
	6400 #11494	48.00	
	6400 #11411	144.00	
	6400 #11526	456.00	
3652 Iron Mountain; #AEYM971 Store Safe & Shred.....			109.00
3653 Dooley Tackaberry; #1039120,1044580.....			27,291.00
	6400 #1039120	25,877.22	
	6400 #1044580	1,413.78	
3654 Frazer, Ltd; #67469.....			100.86
3655 Waukesha-Pearce Industries, LLC; #619542 Vehicle Insp/PM....			304.00
3656 Intermedix Advance Data Processing, Inc.;#INVADPI27419.....			831.64
3657 Lone Star Emergency Group; #851,458,668,7891 Vehicle R&M....			3,557.84
	6400 #851	1,856.62	
	6400 #458	576.22	
	6400 #668	412.50	
	6400 #7891	712.50	
3658 Weeks Service Company; #AC380402,AC380407 Station R&M.....			2,376.23
	6400 #380402	325.50	
	6400 #380407	2,050.73	
3659 Gulf Coast Custom Collision; #18172,18129 Vehicle Repairs...			3,727.62
	6400 #18172	2,435.40	
	6400 #18129	1,292.22	
3660 Clarwater Exteriors; #12696 Repair Valves - Station Exp.....			400.00
3661 Dave Ferguson; Reimb Exp.....			185.15
	6400 O'Reilly Auto Parts	10.15	
	6400 Registration Exp	175.00	
3662 Stephen Korenek; Reimb. O'Reilly Auto Parts - Wiper Blades..			16.23
3663 Myrtle Cruz, Inc.; Sept Bookkeeping/Exp.....			2,128.49
	6333 bookkeeping expenses	1,940.00	
	6340 office expenses	188.49	
3664 Coveler & Peeler, P.C.; Sept Legal.....			
3665 NewWave Communications; # Oct.....			
3666 Harris Co. Emergency Corps; # MEMS Disbatch Fees.....			
3667 Waste Connections; Acct#5132-7737965 MEMS Garbage Services..			
3668 Comcast Business; Acct#8777 70 200 0004619 MEMS.....			
3669 City of Manvel; #100239700 MEMS water bill.....			
3670 CenterPoint Energy; #6401606722-1 @ 6931 Masters Rd.....			
3671 Comcast Business; Acct#962112299 MEMS.....			
3672 Comcast Business; Acct#939081164 MEMS.....			
3673 Spark Energy, LLC; Acct#000296360 MEMS.....			
3674 Wex Fleet Universal; #0444-00-752055-4 Fuel Acct.....			
3675 Verizon; #622376815-00001.....			
3676 AT&T; #281-489-5173 448 7.....			
3677 Airgas, USA, LLC; # MEMS.....			
3678 Ready Refresh; Acct#0119543114.....			
3679 Web Unlimited;.....			
3680 BlueCross BlueShield of Texas; Acc#166950 MEMS.....			
3681 Humana Insurance Co.; Acct #770203-001 MEMS.....			
3682 Texas Mutual Insurance Co; Acct#50458555 MEMS.....			
3683 ADP, LLC; MEMS Payroll exp.....			
3684 Liverpool VFD; Sept monthly Operating Exp.....			
3685 State Chemical Solutions; #.....			

previous cash balance		90,325.86	
5 receipts		1,000,147.14	
54 current checks	<	688,186.30	>
other disbursements	<	76,387.01	>
ending cash balance			325,899.69

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DEMAND DEPOSIT INVESTMENTS:

Heritage Bank; @1.35% # [REDACTED]		33,978.72
previous balance	33,941.04	
08/17 interest	37.68	
Compass Bank; @0.25% # [REDACTED]		135,730.08
previous balance	222,606.94	
09/01 Interest	54.35	
09/16 service charge	18.00-	
property taxes	12,544.33	
9/11 to Executive Fu	20,000.00-	
9/28 to Executive Fu	40,000.00-	
9/11 to Payroll Fund	39,457.54-	
BB&T "LOAN"; # [REDACTED] Loan for 3 New Trucks.....		210,848.05
previous balance	210,846.26	
interest earned	1.79	
Texpool; @1.7159% # [REDACTED]		1,932,720.36
previous balance	2,927,944.63	
interest earned	4,775.73	
trf to checking	1,000,000.00-	

previous investments	3,395,338.87	
deposits	12,544.33	
interest	4,869.55	
transfers	1,000,000.00-	
withdrawals	< 99,475.54 >	
ending investments		2,313,277.21

OPERATING FUNDS AVAILABLE October 8th, 2018

\$2,639,176.90

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RESERVE ACCOUNT (25600) : NO CHECKING ACCOUNT [REDACTED]

Previous cash balance, September 10th, 2018 0.00

DEMAND DEPOSIT INVESTMENTS:

Heritage Bank; @1.35% # [REDACTED] 2,944,388.78
previous balance 2,941,123.59
08/30 interest 3,265.19

previous investments 2,941,123.59
interest 3,265.19
ending investments 2,944,388.78

RESERVE ACCOUNT FUNDS AVAILABLE October 8th, 2018 \$2,944,388.78

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EXECUTIVE FUND (2560R) : COMPASS [REDACTED]

Previous cash balance, September 10th, 2018	14,916.19
plus: 09/01 interest.....	2.17
plus: 09/11 trf from Operating fund.....	20,000.00
plus: 09/28 trf from Operating fund.....	40,000.00
plus: 10/01 interest.....	3.77
Total Deposits :	60,005.94
less: 09/17 service charge.....	2.17
less checks completed at or after last meeting :	
1023 Liverpool VFD; Aug. Operating Expenses.....	4,339.06
1024 Steam Clean Services; Dryer Vent Cleaning @ 6931 Masters....	325.00
1025 Mackenzie Binnicker; security for 9/10 mtg (2.5hrs).....	87.50
1026 Debbie Carrillo; Pay Period Ending 9/21.....	1,477.78
[REDACTED]	
1027 Sean A. Coutorie; Payroll Ending 9/21.....	1,399.77
[REDACTED]	
1028 Maria E. Gonzales; Payroll Ending 9/21.....	85.61
[REDACTED]	
1029 Dedra P. Gray; Payroll Ending 9/21.....	1,141.51
[REDACTED]	
1030 Kevin Collins; Payroll Ending 9/21.....	399.56
[REDACTED]	
1031 Matthew Everett; Payroll Ending 9/21.....	1,154.44
[REDACTED]	
1032 Shanna Farmer; Payroll Ending 9/21.....	1,109.41
[REDACTED]	
1033 Kevin Flores; Payroll Ending 9/21.....	304.55
[REDACTED]	
1034 Andrew Hendrix; Payroll Ending 9/21.....	1,500.70
[REDACTED]	
1035 Joshua D. Hendrix; Payroll Ending 9/21.....	400.34
[REDACTED]	
1036 Heather L. Kelly; Payroll Ending 9/21.....	2,000.00
[REDACTED]	
1037 Chelsea A. Kline; Payroll Ending 9/21.....	959.12
[REDACTED]	
1038 Stephen J. Korenek; Payroll Ending 9/21.....	1,574.57
[REDACTED]	
1039 Alexandra Lindsey; Payroll Ending 9/21.....	965.82
[REDACTED]	
1040 Mauricio Marin; Payroll Ending 9/21.....	505.54
[REDACTED]	
1041 Jason S. Mireles; Payroll Ending 9/21.....	1,849.51
[REDACTED]	

1042 Nacona Rhodes; Payroll Ending 9/21.....	579.82
1043 David M. Rodriguez; Payroll Ending 9/21.....	462.36
1044 Trevlynn Scott; Payroll Ending 9/21.....	361.29
1045 Emanuel Silva; Payroll Ending 9/21.....	1,248.86
1046 Kenneth Stone; Payroll Ending 9/21.....	316.16
1047 Bryan Thomas; Payroll Ending 9/21.....	654.60
1048 Richard Wahlgvist; Payroll Ending 9/21.....	541.82
1049 Shawn Wallace; Payroll Ending 9/21.....	1,665.43
1050 Ryan Wasicek; Payroll Ending 9/21.....	146.77

Beginning cash balance, October 8th, 2018		47,363.06
previous cash balance	14,916.19	
4 receipts	60,005.94	
other disbursements	< 27,559.07 >	
ending cash balance		47,363.06
EXECUTIVE FUNDS AVAILABLE October 8th, 2018		<u><u>\$47,363.06</u></u>

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EXPENSE FUND (2560S) : COMPASS

Previous cash balance, September 10th, 2018			9,255.47
plus: 09/01 interest.....			1.19
	Total Deposits :		1.19
less: 09/10 Fry's Electronics; Equipment for district mtg's.....			702.99
less: 09/10 Guitar Center;.....			42.20
less: 09/15 service charge.....			1.19
less: 09/20 Amazon.com;.....			59.94
Beginning cash balance, October 8th, 2018			8,450.34

	previous cash balance	9,255.47	
	1 receipts	1.19	
	other disbursements	806.32	<
	ending cash balance		> 8,450.34
			=====
EXPENSE FUNDS AVAILABLE October 8th, 2018			<u>\$8,450.34</u>

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COLLECTIONS ACCOUNT (2560T) : COMPASS BANK

Previous cash balance, September 10th, 2018			2,000.00
plus: 09/01 interest.....			0.25
	Total Deposits :		0.25
less: 09/01 service charge.....			0.25
Beginning cash balance, October 8th, 2018			2,000.00

previous cash balance		2,000.00	
1 receipts		0.25	
other disbursements	<	0.25	>
ending cash balance			2,000.00

COLLECTIONS ACCOUNT FUNDS AVAILABLE October 8th, 2018			<u><u>\$2,000.00</u></u>

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PAYROLL ACCOUNT (2560U) : COMPASS [REDACTED]

Previous cash balance, September 10th, 2018		2,001.19
plus: 09/11 trf from operating fund.....		39,457.54
plus: 09/26 trf from operating fund.....		38,961.10
plus: 10/01 interest.....		1.33
	Total Deposits :	78,419.97
less: 09/17 service charge.....		1.19
less checks completed at or after last meeting :		
1 wire to ADP; Payroll 8/25/18-9/7/18.....		39,457.54
6510 Payroll fees	28,896.46	
6514 payroll taxes	9,602.38	
7395 Garnishment-6515	958.70	
2 wire to ADP; Add'l Payroll 8/25/18-9/7/18.....		676.20
6510 Payroll fees	562.82	
6514 payroll taxes	113.38	
3 wire to ADP; Payroll.....		15,929.36
6510 Payroll Fees	5,617.48	
6514 payroll taxes	9,166.28	
7395 Garnishment	1,145.60	

Beginning cash balance, October 8th, 2018		24,356.87

previous cash balance	2,001.19	
3 receipts	78,419.97	
other disbursements	< 56,064.29 >	
ending cash balance		24,356.87
		=====
PAYROLL ACCOUNT FUNDS AVAILABLE October 8th, 2018		\$24,356.87
		=====

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
9 Month Period For Fiscal Year Ending 12/31/18
Meeting Date 10/8/18

	Current Month	Annual Budget	Actual YTD	Variance	
Revenue					
Property Tax Revenue	12,567.46	5,168,015.00	2,503,032.46	(2,664,982.54)	
Emergency Service Revenue	0.00	330,100.00	0.00	(330,100.00)	
Administrative Svc Provided (E Tx Gulf Coast)	0.00	0.00	3,333.32	3,333.32	
Interest Earned	8,198.91	28,000.00	66,799.48	38,799.48	
Miscellaneous Income	0.00	0.00	12,500.00	12,500.00	
Total Revenue	20,766.37	5,526,115.00	2,585,665.26	-2,940,449.74	
General Expenses					
Bookkeeping Fees	1,940.00	12,350.00	11,610.00	740.00	
Salaries & Benefits	78,868.44	519,075.84	312,941.22	206,134.62	
Operations Expense	31,484.86	144,677.20	166,077.70	(21,400.50)	
Audit Fees	0.00	14,800.00	14,725.00	75.00	
Election Expense	0.00	50,000.00	0.00	50,000.00	
Bank Service Charges	36.00	350.00	229.21	120.79	
Insurance	0.00	11,500.00	3,299.83	8,200.17	
Dues, Memberships, etc..	0.00	2,500.00	1,100.00	1,400.00	
Meeting Expense	0.00	2,000.00	529.73	1,470.27	
Office Supplies & Expenses	993.62	1,500.00	2,833.19	(1,333.19)	
Appraisal Dist.	0.00	28,190.00	0.00	28,190.00	
Brazoria Co. Tax Collector	0.00	16,000.00	14,934.55	1,065.45	
Published Legal Notices	0.00	5,000.00	0.00	5,000.00	
Legal Fees	0.00	80,000.00	60,753.48	19,246.52	
Professional Fees - Alterra	0.00	1,000.00	0.00	1,000.00	
Telephone/Web/Internet/Communications	0.00	500.00	2,739.59	(2,239.59)	
Travel	0.00	3,800.00	3,253.57	546.43	
Miscellaneous Expense	71.75	10,000.00	4,006.75	5,993.25	
Architect & Land Purchase	0.00	0.00	10,972.50	(10,972.50)	
District Capital Payments	0.00	490,971.80	465,995.86	24,975.94	
Capital Replacement Fund	0.00	240,000.00	16,562.45	223,437.55	
Items to be Pd from Reserve Funds					
Training Fee	0.00	0.00	0.00	0.00	
Radio Communication Equip.	0.00	0.00	0.00	0.00	
Pension Plan	23,065.66	25,000.00	39,835.66	(14,835.66)	
Subtotal (ESD Admn. Budget)	136,460.33	1,659,214.84	1,132,400.29	526,814.55	
Provider Budget					
Operating Exp. For VFD, EMS, etc..	638,508.56	2,892,791.00	2,173,631.80	719,159.20	
Capital Exp. For VFD, EMS, etc..	0.00	0.00	22,372.88	(22,372.88)	
Air Packs	0.00	45,000.00	81,444.84	(36,444.84)	
Bunker Gear	0.00	20,000.00	11,887.20	8,112.80	
Grant Funds	0.00	60,000.00	90,711.92	(30,711.92)	
ESD Fleet Maint/Repair	35,022.70	150,000.00	251,088.73	(101,088.73)	
Advances (dept / loan to refund dist)	0.00	0.00	0.00	0.00	
Subtotal (Provider Budget)	673,531.26	3,167,791.00	2,631,137.37	536,653.63	
TOTAL EXPENSES	809,991.59	4,827,005.84	3,763,537.66	1,063,468.18	
NET SURPLUS (DEFICIT)	-789,225.22	699,109.16	-1,177,872.40	-1,876,981.56	
Balance as of last report	6,454,961.17		6,843,606.56		Bal. in Operating: 2,639,176.90
BB&T Loan Less Pmt for New Trucks	0.00		1.79		Bal. in Reserve Funds: 2,944,388.78
Prior Year ESD Fleet Maint/Repair	0.00		0.00		Bal. in Executive Fund: 47,363.06
Bal. @Meeting Date 10/8/18	<u>5,665,735.95</u>		<u>5,665,735.95</u>		Bal. in Expense Fund: 8,450.34
					Bal. in Collections Acct 2,000.00
					Bal. in Payroll Acct 24,356.87
					<u>5,665,735.95</u>

BRAZORIA COUNTY ESD NO. 3 - DEBT SCHEDULE

Manvel VFD Station, Debt-Payable to Wells Fargo (660,000.00)

Fixed Rate: 5.140%

Pmt No.	Due Date	Total Payment	Interest Due	Principal Due	After Payment Termination Value
1	PAID 8/24/2006	47,094.76	28,812.00	17,282.76	573,822.35
2	PAID 8/24/2007	47,094.76	28,923.67	18,171.10	554,844.88
3	PAID 8/24/2008	47,094.76	27,989.67	19,105.09	534,937.62
4	PAID 8/24/2009	47,094.76	27,007.67	20,087.09	514,054.89
5	PAID 8/24/2010	47,094.76	25,976.19	21,119.57	492,148.61
6	PAID 8/24/2011	47,094.76	24,889.65	22,205.11	469,189.13
7	PAID 8/24/2012	47,094.76	23,748.30	23,348.46	445,063.66
8	PAID 8/24/2013	47,094.76	22,548.30	24,546.47	419,777.01
9	PAID 8/24/2014	47,094.76	21,288.61	25,808.15	393,251.33
10	PAID 8/24/2015	47,094.76	19,960.07	27,134.69	365,425.88
11	PAID 8/24/2016	47,094.76	18,565.35	28,529.42	336,238.98
12	PAID 8/24/2017	47,094.76	17,098.93	29,995.83	305,817.83
13	PAID 8/24/2018	47,094.76	15,557.15	31,537.61	273,498.35
14	8/24/2019	47,094.76	13,936.12	33,158.65	239,805.00
15	8/24/2020	47,094.76	12,231.76	34,863.00	204,460.69
16	8/24/2021	47,094.76	10,439.80	36,654.96	167,364.50
17	8/24/2022	47,094.76	8,555.74	38,539.02	128,491.57
18	8/24/2023	47,094.76	6,574.83	40,519.93	87,692.90
19	8/24/2024	47,094.76	4,492.11	42,602.65	44,895.09
20	8/24/2025	47,094.76	2,302.33	44,792.43	1.00
Totals:		841,895.20	361,895.25	579,999.99	

Manvel EMS Station, Debt-Payable to Prosperity Bank (1,600,000.00)

Fixed Rate: 6.8%

Pmt No.	Due Date	Interest Due (estimated)	Principal Due	Principal Balance (estimated)
1	PAID 10/14/2010	20,825.00	0.00	760,000.00
2	PAID 4/14/2011	41,250.00	75,000.00	1,500,000.00
3	PAID 10/14/2011	39,187.50	0.00	1,425,000.00
4	PAID 4/14/2012	39,187.50	75,000.00	1,425,000.00
5	PAID 10/14/2012	37,125.00	0.00	1,350,000.00
6	PAID 4/14/2013	37,125.00	75,000.00	1,350,000.00
7	PAID 10/14/2013	35,062.50	0.00	1,275,000.00
8	PAID 4/14/2014	35,062.50	75,000.00	1,275,000.00
9	PAID 10/14/2014	33,000.00	0.00	1,200,000.00
10	PAID 4/14/2015	33,000.00	75,000.00	1,200,000.00
11	PAID 10/14/2015	30,937.50	0.00	1,125,000.00
12	PAID 4/14/2016	30,937.50	75,000.00	1,125,000.00
13	PAID 10/14/2016	28,875.00	0.00	1,050,000.00
14	PAID 4/14/2017	28,875.00	75,000.00	1,050,000.00
15	PAID 10/14/2017	26,812.50	0.00	975,000.00
16	PAID 4/14/2018	26,812.50	75,000.00	975,000.00
17	10/14/2018	24,750.00	0.00	900,000.00
18	4/14/2019	24,750.00	75,000.00	900,000.00
19	10/14/2019	22,687.50	0.00	825,000.00
20	4/14/2020	22,687.50	75,000.00	825,000.00
21	10/14/2020	20,625.00	0.00	750,000.00
22	4/14/2021	20,625.00	75,000.00	750,000.00
23	10/14/2021	18,562.50	0.00	675,000.00
24	4/14/2022	18,562.50	75,000.00	675,000.00
25	10/14/2022	16,500.00	0.00	600,000.00
26	4/14/2023	16,500.00	75,000.00	600,000.00
27	10/14/2023	14,437.50	0.00	525,000.00
28	4/14/2024	14,437.50	75,000.00	525,000.00
29	10/14/2024	12,375.00	0.00	450,000.00
30	4/14/2025	12,375.00	75,000.00	450,000.00
31	10/14/2025	10,312.50	0.00	375,000.00
32	4/14/2026	10,312.50	75,000.00	375,000.00
33	10/14/2026	8,250.00	0.00	300,000.00
34	4/14/2027	8,250.00	75,000.00	300,000.00
35	10/14/2027	6,187.50	0.00	225,000.00
36	4/14/2028	6,187.50	75,000.00	225,000.00
37	10/14/2028	4,125.00	0.00	150,000.00
38	4/14/2029	4,125.00	75,000.00	150,000.00
39	10/14/2029	2,062.50	0.00	75,000.00
40	4/14/2030	2,062.50	75,000.00	75,000.00
Totals:		845,825.00	1,600,000.00	

3 Fire Trucks, Debt-Payable to BB&T (1,500,000.00)

Fixed Rate: 1.9%

Pmt No.	Due Date	Interest Due (estimated)	Principal Due	Principal Balance (estimated)
1	PAID 5/3/2018	28,600.00	288,814.54	1,211,185.46
2	5/3/2019	23,012.62	294,302.01	918,883.45
3	5/3/2020	17,420.79	299,893.76	616,888.70
4	5/3/2021	11,722.80	305,691.73	311,397.97
5	5/3/2022	5,918.66	311,397.97	0.00
Totals:		66,572.67	1,600,000.00	

AGENDA

ITEM 11



Operative IQ Licensing Agreement

Customer

Name: Brazoria County ESD #3
Address: 6931 Masters P.O. Box 1253
Manvel, Texas 77578
Attention: Dave Ferguson
E-mail: dferguson@bcesd3.com

Company

Bound Tree Medical, LLC
5000 Tuttle Crossing Blvd.
Dublin, OH 43016
Mark Dougherty
Mark.Dougherty@sarnova.com

This Licensing Agreement (the "Agreement") is hereby entered this ___ day of _____, 2018 (the "Effective Date") by and between Company and Customer (referred to herein as the "Parties" or "Party").

- 1. Scope.** The terms and conditions below represent the terms and conditions under which Company will grant a license to Customer for the Operative IQ Mobile Inventory Management System for Emergency Medical Services (the "Software").
- 2. Term.** The term of this Agreement shall become effective as of the Effective Date and shall remain in full force and effective for 3 year(s) after the Effective Date unless otherwise terminated in accordance with the provisions set forth herein.
- 3. Grant of Non-Exclusive License.** Subject to the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive irrevocable license to the Software during the Term (the "License").
- 4. Licensing Fee.** The fee for each License shall be as specified on Exhibit A, per Contract Year, payable as of the respective Contract Year. For this purpose a "Contract Year" is the twelve (12) consecutive month period beginning on the Effective Date, and each succeeding Twelve (12) month consecutive 12 month period during the Term. If this Agreement ends prior to the end of a Contract Year, the annual License fee will be pro-rated to reflect the number of months in the final Contract Year. The number of Licenses issued under this Agreement is as specified in Exhibit A.
- 5. Software Accessories.** Customer may purchase Software Accessories needed to operate the software at the prices specified on Exhibit A and shall be payable at the time of purchase.
- 6. Set Up and Training.** Set up of the Software shall be performed by the software developer at the price specified on Exhibit A.
- 7. Warranties.** The Software and Software Accessories carry only those warranties made for them by their manufacturers. The duration of the warranty shall extend for the length of time set by the manufacturer. THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 8. Limitation of Liability.** COMPANY SHALL NOT BE LIABLE FOR PUNITIVE, SPECIAL, PROXIMATE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DAMAGES OR NONCONFORMITY OF THE SOFTWARE AND SOFTWARE ACCESSORIES.
- 9. Force Majeure.** In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the Party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
- 10. Confidentiality.** Neither Party may disclose the terms and conditions of this Agreement to a third party without the prior written consent of the other, except as required by law or as necessary to perform its obligations under this Agreement. Notwithstanding the foregoing, Company may use certain Customer information as input data in a database where Customer's identity shall be kept anonymous. Neither party will make any press release nor other public announcement regarding this Agreement without the other party's prior written consent except as required under applicable law or by any governmental agency.
- 11. Termination.** Each Party reserves the right to terminate the Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; (b) the other Party commits or suffers any act of bankruptcy or insolvency; (c) upon notice of termination after notice of a material breach has been given and such breach is not cured within thirty (30) days following the notice of breach. Company may terminate this agreement at any time upon written notice to the Customer.
- 12. Relationship of Parties.** Each Party is an independent contractor of the other. Neither Party shall be the legal agent of the other for any purpose whatsoever and therefore has no right or authority to make or underwrite any promise, warranty, or representation, to execute any Agreement, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other party, except to the extent specifically authorized in writing by the other Party.
- 13. Assignment.** This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of



Operative IQ Licensing

the Parties hereto and their respective successors and assigns; provided that no Assignment, sale or other assignment of this Agreement can occur unless either (a) the transfer occurs by way of merger, reorganization, consolidation, amalgamation, or as part of a transfer of all or substantially all of the assigning party's assets, or (b) then non-transferring Party consents to the transfer. In the event of such a transfer, the transferring Party agrees to secure consent from the transferee that it will assume and perform all obligations of the transferring Party under this Agreement. Supplier or Company shall give the other written notice of any anticipated assignment of the Agreement as soon as administratively practicable after such information may first be made public.

- 14. Notices. All notices or other communications that are required or permitted hereunder shall be in writing and delivered personally, sent by facsimile (and such facsimile must be promptly confirmed by personal delivery, registered or certified mail or overnight courier as provided herein), sent by nationally-recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, to the addresses first specified hereinabove, or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith, to the attention of the Chief Executive Officer. In addition, a copy of any notice to Company must be sent to General Counsel, Bound Tree Medical, LLC, 5000 Tuttle Crossing Blvd., Dublin, OH 43016 (such copy shall not constitute legal notice).
15. Headings. The headings of this Agreement are for convenience only and shall not affect the meaning of the terms of this Agreement.
16. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another

jurisdiction. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Columbus, Ohio.

- 17. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of either Party under this Agreement will not be materially and adversely affected thereby such provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by applicable law, each Party hereby waives any provision of law that would render any provision prohibited or unenforceable in any respect.
18. Waiver of Jury Trial. CUSTOMER AGREES TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT.
19. Miscellaneous. Both Parties shall comply with all laws, rules, and regulations applicable to this Agreement. All purchases under this Agreement are for Customer's "own use" as such term is defined in judicial or legislative interpretation. This Agreement is the entire agreement between the parties with regard to the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either party unless reduced to writing and signed by an authorized employee of the party to be bound.
20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Company Agreement as of this __ day of ____, 2018

Customer

By: _____
Name: _____
Title: _____

Bound Tree Medical, LLC

By: _____
Name: Mark J. Dougherty
Title: Secretary & Treasurer

*To the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. These discounts are governed by the terms of a separate rebate agreement between the Parties. The parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.



Customer

Name: Brazoria County ESD #3
Address: 6931 Masters P.O. Box 1253
Manvel, Texas 77578
Attention: Dave Ferguson
Telephone: (281) 489-6144
Email: dferguson@bcesd3.com

Company

Bound Tree Medical, LLC
5000 Tuttle Crossing Blvd.
Dublin, OH 43016
Attention: Mark Dougherty
Telephone: 614.760.5018
E-mail: Mark.Dougherty@sarnova.com

This Rebate Agreement (the "Agreement") is hereby entered this ___ day of _____, 2018 (the "Effective Date") by and between Customer and Company (referred to herein as the "Parties" or "Party").

1. **Scope.** The terms and conditions below represent the terms and conditions under which Company will pay a rebate to Customer. The terms and conditions of any supply or similar contract executed, between the Parties shall apply to and govern this Agreement, to the extent the terms of that agreement do not conflict with the terms set forth herein. This Agreement shall include Exhibit A hereto, which is incorporated herein by reference.
2. **Eligibility for Rebate.** If the volume of products purchased by Customer from Company during the period of time set forth in Exhibit A (the "Rebate Period") satisfies or exceeds the minimum purchase targets specified in Exhibit A, Customer shall be eligible for a rebate in the amount specified in Exhibit A.
3. **Payment of Rebate.** The rebate is payable (as soon as practicable after the close of the Rebate Period) by credit memo upon calculation and approval of the rebate by Company.
4. **Compliance with Safe Harbor Requirements.** The Parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.
5. **Term.** This Agreement shall commence on the Effective Date and continue for a period of three years unless otherwise terminated in accordance with the provisions set forth herein.
6. **Confidentiality.** Neither Party may disclose the terms and conditions of this Agreement to a third Party without the prior written consent of the other, except as required by law or as necessary to perform its obligations under this Agreement. Notwithstanding the foregoing, Company may use certain Customer information as input data in a database where Customer's identity shall be kept anonymous.
7. **Warranties.** THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING PRODUCTS PURCHASED FROM COMPANY AND/OR THE REBATE.
8. **Limitation of Liability.** COMPANY SHALL NOT BE LIABLE FOR PUNITIVE, SPECIAL, PROXIMATE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DAMAGES OR NONCONFORMITY OF THE SOFTWARE AND

SOFTWARE ACCESSORIES.

9. **Force Majeure.** In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the Party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
10. **Termination.** Each Party reserves the right to terminate the Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; (b) the other Party commits or suffers any act of bankruptcy or insolvency; (c) upon notice of termination after notice of a material breach has been given and such breach is not cured within thirty (30) days following the notice of breach. Company may terminate this agreement at any time upon written notice to the Customer.
11. **Assignment.** This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that no Assignment, sale or other assignment of this Agreement can occur unless either (a) the transfer occurs by way of merger, reorganization, consolidation, amalgamation, or as part of a transfer of all or substantially all of the assigning party's assets, or (b) then non-transferring Party consents to the transfer. In the event of such a transfer, the transferring Party agrees to secure consent from the transferee that it will assume and perform all obligations of the transferring Party under this Agreement. Supplier or Company shall give the other written notice of any anticipated assignment of the Agreement as soon as administratively practicable after such information may first be made public.
12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Columbus, Ohio
13. **Waiver of Jury Trial.** CUSTOMER AGREES TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE,

BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT.

- 14. **Miscellaneous.** Both Parties shall comply with all laws, rules, and regulations applicable to this Agreement. All purchases under this Agreement are for Customer's "own use" as such term is defined in judicial or legislative interpretation. This Agreement is the entire agreement between the parties with regard to the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either party unless reduced to writing and signed by an authorized employee of the party to be bound.
- 15. **Counterparts.** Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this _____ day of _____, 2018.

Customer

By: _____

Name: _____

Title: _____

Bound Tree Medical, LLC

By: _____

Mark Dougherty, Treasurer & Secretary



Exhibit A*

Customer Name: Brazoria Co Emerg Svcs Dist 3
BTM Customer Number: 104239
BTM Account Manager: Craig Gray
Number of Inventory Management Licenses: 5
Rebate Period: 3 Years

Bound Tree Pricing Summary	Year 1	Year 2	Year 3	TOTAL
Inventory Management Licenses	\$2,100	\$2,100	\$2,100	\$6,300
Fleet Management License	\$2,952	\$2,952	\$2,952	\$8,856
Total Fees Before Rebate	\$5,052	\$5,052	\$5,052	\$15,156

Bound Tree Discount Pricing Summary	Year 1	Year 2	Year 3	TOTAL
Rebate Percentage for Licenses	100%	100%	100%	
Inventory Management Licenses (100% Reabte)	\$0	\$0	\$0	\$0
Fleet Management License (50% Rebate)	\$1,476	\$1,476	\$1,476	\$4,428
Total Fees After Rebate	\$1,476	\$1,476	\$1,476	\$4,428

Rebate Calculation	Year 1	Year 2	Year 3	TOTAL SAVINGS
Rebate Percentage	100%	100%	100%	
Minimum Purchase Commitment for Rebate	\$35,000	\$35,000	\$35,000	
Rebate Amount	\$3,576	\$3,576	\$3,576	\$10,728

*To the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. These discounts are governed by the terms of a separate rebate agreement between the Parties. The parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.

AGENDA

ITEM 12



Houston Corporate Headquarters
 1515 W. 13th Street
 Deer Park TX 77536 USA
 Phone: 281.479.9700
 Toll Free: 800.833.0247

QUOTATION

Page: 1 of 1
 Date: 9/11/2018

Sold To: 0016434

Ship To:

Our Reference: 1033779

Brazoria County Emergency Services
 District No. 3
 PO Box 1253
 Manvel TX 77578
 USA

Brazoria County Emergency Services
 District No. 3
 6931 Masters Rd
 Manvel TX 77578

Your Reference: TIC
Reference Desc: Brazoria County ESD #3
Salesperson: Boyd Staloch
Estimator: Keeleigh Childs
Email: kchilds@safetyfire.com
Revision: 0

ITEM	QTY	PART NUMBER AND DESCRIPTION	ORIGIN	ECCN	SCHEDULE B	UNIT PRICE	UOM	Extension
1	2	10145938 Camera Thermal Imaging 6000 Evolution Basic NFPA Fahrenheit Lead Time 10 Week ARO			8525.80.5050	7,839.78	EA	15,679.56
2	2	10148136 TIC Vehicle Mounted Charger System Lead Time 3 Week ARO				461.26	EA	922.52

Terms:	Net 30	QUOTE TOTAL
Shipping Terms:	Delivered	USD
Prices Firm:	10/11/2018	16,602.08
Ship Via:	Best Way	
Freight Terms:	Prepaid	

Stock items can only be canceled prior to shipment. Non-stock items are subject to manufacturer's cancellation policy. Fees will apply. Custom "made to order" items cannot be canceled or returned. Payment can be made only by cash, check or electronic means.



QUOTE

Corporate
 17350 State Hwy 249
 Suite 250
 Houston TX 77064-1142
 (713) 692-0911 Phone
 (713) 692-1591 Fax

Mansfield
 625 S Wisteria St Ste 121
 Mansfield TX 76063-2528
 (817) 467-0911 Phone
 (817) 375-1775 Fax

South Houston
 514 Michigan St
 South Houston TX 77587-3221
 (713) 475-2411 Phone
 (713) 475-2428 Fax

Number	129421-0
Quote Date	09/05/2018
Page	1

Bill to: BRAZORIA COUNTY ESD #3
 PO BOX 1253
 MANVEL, TX 77578

Ship to: BRAZORIA COUNTY ESD #3
 6931 MASTERS RD
 MANVEL, TX 77578

Cust Code		Ordered By		Salesman		Job/Rel#		Customer PO		
BRA021		SHAWN COUTORIE		DAVID TOVEY						
Entered By			FOB		Ship Via			Terms		
JC COOK			CUSTOMER PAYS FREIGHT					NET 20 DAYS		
Quantity			U/M	Item #	Description	Price	Extension			
Order	Ship	Back								
2	2	0	EA	BUL-ECLLDXBUNDLERED	ECLIPSE LDX THERMAL IMAGER RED HOUSING W/POWERHOUSE & 2 BATTERIES ***DOES NOT INCLUDE RETRACT STRAP***	6934.00	13868.00			
SubTotal							13,868.00			
Total							13,868.00			

QUOTE GOOD FOR 45 DAYS