

# **AGENDA**

## **ITEM 4**

Brazoria County ESD No. 3  
Cash Report for Meeting of April 08, 2019

Operating: Compass Bank

**Previous Cash Balance, March 05, 2019** **\$ 149,838.31**

Plus:

03/01/19	Interest Paid		22.33	
03/20/19	Deposit		15,670.73	
	TX Mutual Ins.	\$109.00		
	Healthspring	\$946.41		
	RAC	\$1,66.66		
	RAC	\$1,66.66		
	Manvel EMS	\$11,282.00		
03/29/19	Transfer for Check Run		500,000.00	
04/04/19	Transfer for Check Run		125,000.00	
			<u>640,693.06</u>	<b>\$ 640,693.06</b>

Less:

03/15/19	Service Charge		<u>(18.00)</u>	
			(18.00)	<b>\$ (18.00)</b>

**Less Checks completed at or after last meeting:**

03/05/2019	Reliant	(196.14)
03/05/2019	Comcast	(278.05)
03/05/2019	NewWave Communications	(133.98)
03/05/2019	Concentra	(252.00)
03/05/2019	Alvin Pest Control	(95.00)
03/05/2019	Classic Western Rustic	(180.00)
03/05/2019	Harris County Emergency Corps	(1,000.00)
03/05/2019	Strouhal Tire	(40.00)
03/05/2019	Waste Connections	(481.19)
03/05/2019	BCOS Office Technologies	(242.14)
03/05/2019	Conservation District	(200.00)
03/05/2019	Coveler & Peeler, P.C.	(3,126.82)
03/05/2019	ADP, LLC	(202.75)
03/05/2019	American Quality Fire and Safety	(891.50)
03/05/2019	Green Mountain Energy	(8.54)
03/05/2019	Waste Connections of Tx, LLC	(168.19)
03/05/2019	Verizon Phone	(40.21)
03/06/2019	Centerpoint Energy	(32.46)
03/06/2019	Frazer, Ltd	(135.01)
03/07/2019	Centerpoint Energy	(21.10)
03/07/2019	Rosharon VFD	(1,875.23)
03/07/2019	AT&T	(183.49)
03/18/2019	Bound Tree	0.00
03/18/2019	Bound Tree	0.00
03/18/2019	Bound Tree	(3,580.33)
03/18/2019	Texas Mutual Insurance	(1,889.90)
03/18/2019	AT&T	(160.13)

03/18/2019	Municipal Emergency Services	(2,779.52)
03/18/2019	Quill.com	(12.29)
03/18/2019	AT&T	(340.48)
03/18/2019	Thrower Law, PC	(9,159.00)
03/18/2019	Universal Premium Fleet Card	(117.27)
03/18/2019	Terracon	(2,000.00)
03/18/2019	VFIS of Texas	(4,014.00)
03/18/2019	Reliant	(7.73)
03/18/2019	Sun Coast Resources, Inc	(1,240.66)
03/18/2019	W.S. Darley & Co	(599.80)
03/18/2019	Strouhal Tire	(7.00)
03/18/2019	Davis & Davis Business Equipment Inc	(327.00)
03/18/2019	City of Manvel	(30.00)
03/18/2019	R.R. Lawn Care	(415.00)
03/18/2019	Direct Energy	(252.07)
03/18/2019	EMS Technology Solutions, LLC	(180.00)
03/18/2019	Comcast Business	(1,057.17)
03/18/2019	Sky Wonder Fire & Safety	(129.00)
03/18/2019	Citibank	(3,935.62)
	TJ'S LUBE STOP #3	7.00
	ATT BUS PHONE PMT	187.68
	ATT BUS PHONE PMT	92.64
	FSI CENTERPOINT ENERGY	24.53
	FSI CENTERPOINT ENERGY	22.12
	HOLMESCUSTOMPRODUCT	21.04
	TDEM	600.00
	NNA SERVICES LLC	205.00
	USPS PO 4856100578	28.35
	USPS PO 4856100578	110.00
	AMBIT TEXAS,	131.21
	BRAZORIA CO GOV PAY FE.	3.00
	INTUIT CHECKS / FORMS	215.98
	MAKE IT PERSONAL	448.00
	MANVEL-MV	7.50
	AMZN MKTP US MB3YZ2W81.	9.94
	AMZN MKTP US MB9OQ9W10	64.96
	MICROSOFT OFFICE 365	(71.28)
	MICROSOFT OFFICE 365	(37.13)
	WWW COSTCO COM	400.52
	AMZN MKTP US MI2G038F0	35.97
	OREILLY AUTO #4351	33.54
	DOLLAR-GENERAL #9654	17.32
	OREILLY AUTO #4351	16.10
	DOLLAR-GENERAL #9654	17.86
	USPS PO 4856100578	4.65
	MAKE IT PERSONAL	32.00
	IREPAIR CELL PHONES ET.	450.00
	USPS PO 4856100578	4.05
	USPS PO 4877750583	54.00
	LAKE HARDWARE	102.23
	LAKE HARDWARE	84.21
	THE HOME DEPOT 6539	259.00

	WAL-MART #0462	32.22	
	LOWES #00685	75.40	
	M & M HARDWARE	30.22	
	ADVANCE AUTO PARTS 800	176.19	
	OFFICE DEPOT #2772	39.60	
03/18/2019	Airgas, US, LLC		(214.10)
03/18/2019	Slattery Tackett Architects, LLP		(580.00)
03/18/2019	Green Mountain Energy		(43.74)
03/28/2019	USPS		(70.00)
03/28/2019	TESRS		(7,127.00)
03/28/2019	R1 Advanced Data Processing, Inc		(2,375.17)
03/28/2019	Universal Premium Fleet Card		(89.27)
03/28/2019	Quill.com		(67.99)
03/28/2019	Centerpoint Energy		(123.93)
03/28/2019	Humana Insurance		(515.78)
03/28/2019	Verizon Phone		(617.23)
03/28/2019	Conservation District		(60.00)
03/28/2019	ADP, LLC		(211.45)
03/28/2019	Liverpool VFD		(132.00)
03/28/2019	Beth Strobe		(44.35)
03/28/2019	Blue Cross Blue Shield		(16,241.30)
03/28/2019	Konica Minolta Premier Finance		(321.01)
03/28/2019	Metro Fire Apparatus Specialists, Inc		(134.00)
03/28/2019	Ready Refresh		(84.36)
03/28/2019	Strouhal Tire		(7.00)
03/28/2019	VFIS of Texas		(794.69)
03/28/2019	Terra Surveying Company Inc		(9,110.00)
03/28/2019	Alvin EMS		(92,250.00)
03/28/2019	Ameriwaste, Inc		(78.02)
03/28/2019	Airgas, US, LLC		(214.10)
03/28/2019	Wex Bank		(3,495.21)
03/28/2019	State Chemical Solutions		(109.15)
03/28/2019	Terracon		(3,250.00)
03/28/2019	Alvin VFD		(90,500.00)
03/28/2019	Angleton EMS		(86,250.00)
03/28/2019	Angleton VFD		(71,250.00)
03/28/2019	Danbury EMS		(99,500.00)
03/28/2019	Reliant		(54.80)
03/28/2019	Siddons-Martin Emergency Group		(47.98)
03/28/2019	Stephen Korenek		(8.94)
03/28/2019	Waukesha-Pearce industries, LLC		(1,605.60)
03/28/2019	Lonestar Emergency Group		(12,560.69)
			<u>(12,560.69)</u>
			(542,156.63) \$ (542,156.63)
<b>Beginning Cash Balance April 04, 2019</b>			<b>\$ 248,356.74</b>

**Less Checks to be presented at this meeting:**

04/08/19	ADP, LLC	(217.24)	
04/08/19	Airgas, US, LLC	(237.49)	
04/08/19	AT&T	(192.87)	
04/08/19	AT&T	(116.40)	
04/08/19	BCOS Office Technologies	(227.47)	
04/08/19	Centerpoint Energy	(31.15)	
04/08/19	Comcast	(267.95)	
04/08/19	Coveler & Peeler, P.C.	(10,602.05)	
04/08/19	Cypress CT, LLC	(635.00)	
04/08/19	Cypress CT, LLC	(200.00)	
04/08/19	Direct Energy	(58.38)	
04/08/19	EMS Technology Solutions	(180.00)	
04/08/19	Grainger	(445.46)	
04/08/19	Harris County Emergency Corps	(1,700.00)	
04/08/19	Lonestar Emergency Group	(2,146.58)	
04/08/19	Manvel VFD	(703.01)	
04/08/19	Pyrotex System	(295.00)	
04/08/19	Pyrotex System	(375.00)	
04/08/19	Reliant	(18.08)	
04/08/19	Slattery Tackett Architects, LLP	(2,900.00)	
04/08/19	Strouhal Tire	(1,455.71)	
04/08/19	Verizon Phone	(39.90)	
04/08/19	VFIS of Texas	(2,347.86)	
04/08/19	Prosperity Bank	(99,511.84)	
04/08/19	New Wave Communications	(133.98)	
		<u>(125,038.42)</u>	\$ (125,038.42)

**Ending Cash Balance April 04, 2019**

\$ 123,318.32

**Demand Deposit Investments**

Heritage Bank: 1.35%	34,208.22	
Interest	<u>39.24</u>	
		\$ 34,247.46

Compass Bank: 1.82%	3,568,709.37	
Property Tax Deposits	138,267.96	
Interest	6,898.31	
Bank Fees	(10.00)	
Transfer for Check Run	(42,215.22)	
Transfer for Check Run	<u>(500,000.00)</u>	
		\$ 3,171,650.42

Texpool: 2.1438%	1,956,010.34	
Interest	<u>4,014.28</u>	
		\$ 1,960,024.62

**Operating Funds Available as April 04, 2019**

\$ 5,289,240.82

Brazoria County ESD No. 3  
Cash Report for Meeting of April 08, 2019

Collections Account: Compass Bank

**Previous Cash Balance, March 05, 2019**

**\$ 230,178.64**

03/06/2019	CREDIT FOR ISTREAM	2,476.18
03/06/2019	CREDIT FOR	92.71
03/06/2019	CREDIT FOR NOVITAS	758.55
03/06/2019	CREDIT FOR BCBS TEXAS	726.25
03/07/2019	CREDIT FOR UNITEDHEALTHCARE	1,300.51
03/07/2019	CREDIT FOR UNITEDHEALTHCARE	867.81
03/08/2019	CREDIT FOR ISTREAM	655.54
03/08/2019	CREDIT FOR PAYSAN	0.14
03/08/2019	CREDIT FOR CIGNA	1,029.55
03/11/2019	CREDIT FOR AARP	160.20
03/11/2019	CREDIT FOR NOVITAS	3,719.72
03/11/2019	CREDIT FOR CIGNA	1,785.04
03/11/2019	CREDIT FOR BCBS TEXAS	891.20
03/12/2019	CREDIT FOR HUMANA INS CO	280.37
03/13/2019	CREDIT FOR ISTREAM	1,715.52
03/13/2019	CREDIT FOR UNITEDHEALTHCARE	1,459.77
03/14/2019	CREDIT FOR UMR	2,060.60
03/14/2019	CREDIT FOR ISTREAM	1,552.71
03/14/2019	CREDIT FOR UNITEDHEALTHCARE	209.03
03/14/2019	CREDIT FOR UHC COMMUNITY	3.17
03/14/2019	CREDIT FOR BCBS TEXAS	96.33
03/14/2019	CREDIT FOR BCBS TEXAS	116.56
03/15/2019	CREDIT FOR ISTREAM	25.00
03/15/2019	CREDIT FOR UNITEDHEALTHCARE	187.07
03/18/2019	CREDIT FOR UNITEDHEALTHCARE	467.84
03/18/2019	CREDIT FOR BCBS TEXAS	0.32
03/18/2019	CREDIT FOR CIGNA	92.41
03/19/2019	CREDIT FOR BCBS TEXAS	872.06
03/20/2019	CREDIT FOR NOVITAS	1,454.14
03/20/2019	CREDIT FOR BCBS TEXAS	1,112.75
03/21/2019	CREDIT FOR ISTREAM	8,706.76
03/21/2019	CREDIT FOR UHC COMMUNITY	347.61
03/21/2019	CREDIT FOR UHC COMMUNITY	434.53
03/22/2019	CREDIT FOR HUMANA INS CO	574.84
03/22/2019	CREDIT FOR UNITEDHEALTHCARE	281.03
03/25/2019	CREDIT FOR ISTREAM	210.74
03/25/2019	CREDIT FOR AARP	127.07
03/25/2019	CREDIT FOR NOVITAS	825.95
03/26/2019	CREDIT FOR NOVITAS	396.54
03/26/2019	CREDIT FOR UHC COMMUNITY	1,300.52
03/28/2019	CREDIT FOR ISTREAM	534.26
03/28/2019	CREDIT FOR BCBS TEXAS	1,140.26
03/29/2019	CREDIT FOR ISTREAM	1,764.04
03/29/2019	CREDIT FOR TMHP	320.46

	04/01/2019	IOD INTEREST PAID	31.03	
	04/02/2019	CREDIT FOR ISTREAM	593.34	
	04/02/2019	CREDIT FOR NOVITAS	819.12	
	04/03/2019	CREDIT FOR ISTREAM	381.04	
	04/03/2019	CREDIT FOR BCBS TEXAS	1,942.00	
	04/03/2019	CREDIT FOR BCBS TEXAS	907.26	
	04/04/2019	CREDIT FOR ISTREAM	107.57	
	04/04/2019	CREDIT FOR UNITEDHEALTHCARE	916.10	
	04/04/2019	CREDIT FOR UNITEDHEALTHCARE	469.46	
	04/04/2019	CREDIT FOR UNITEDHEALTHCARE	560.00	
	04/04/2019	CREDIT FOR BCBS TEXAS	4,076.80	
	04/04/2019	CREDIT FOR BCBS TEXAS	1,223.97	
	04/04/2019	CREDIT FOR NOVITAS	683.57	
			<u>55,844.92</u>	\$ 55,844.92
Less:				
	03/15/19	DEC ACCOUNT MAINTENANCE	(18.00)	
	03/26/2019	ONLINE BANKING TRANSFER	<u>(41,151.13)</u>	
			(41,169.13)	\$ (41,169.13)
<b>Ending Cash Balance April 04, 2019</b>				<b>\$ 244,854.43</b>

Brazoria County ESD No. 3  
Cash Report for Meeting of April 08, 019

Executive Account: Compass Bank

<b>Previous Cash Balance, March 04, 2019</b>			<b>\$</b>	<b>26,269.96</b>
04/01/19	IOD INTEREST PAID	<u>3.35</u>		
		3.35	\$	3.35
03/15/19	DEC ACCOUNT MAINTENANCE	(3.02)		
		<u>(3.02)</u>		(3.02)
<b>Ending Cash Balance April 04, 2019</b>			<b>\$</b>	<b>26,270.29</b>



Brazoria County ESD No. 3  
Cash Report for Meeting of April 08, 2019

Expense Account: Compass Bank

<b>Previous Cash Balance, March 05, 2019</b>			<b>\$</b>	<b>7,583.44</b>
04/01/19	IOD INTEREST PAID	0.96		
		<u>0.96</u>		0.96
03/13/19	Adobe Acrobat	(29.98)		
03/15/19	Bank Fee	<u>(0.88)</u>		
		(30.86)		(30.86)
<b>Ending Cash Balance April 04, 2019</b>			<b>\$</b>	<b>7,553.54</b>

Brazoria County ESD No. 3  
 Cash Report for Meeting of April 08, 2019

Payroll Account: Compass Bank

<b>Previous Cash Balance, March 05, 2019</b>			<b>\$ 6,037.73</b>
03/13/19	ONLINE BANKING TRANSFER FROM ACCT 0747	42,215.22	
03/18/19	Credit for ADP Tax Refund (SUI adjustment)	4,100.86	
03/26/19	ONLINE BANKING TRANSFER FROM ACCT 1966	41,151.13	
03/01/19	IOD INTEREST PAID	1.52	
		<u>87,468.73</u>	<b>\$ 87,468.73</b>
03/15/19	Bank Fee	(1.36)	
03/15/19	ADP Payroll	(42,215.22)	
	Payroll	31,145.53	
	Payroll Taxes	9,779.08	
	Payroll Garnishment	1,290.61	
03/29/19	ADP Payroll	(41,151.13)	
	Payroll	30,524.18	
	Payroll Taxes	9,406.31	
	Payroll Garnishment	1,220.64	
		<u>(83,367.71)</u>	<b>\$ (83,367.71)</b>
<b>Ending Cash Balance April 04, 2019</b>			<b>\$ 10,138.75</b>

Reserve Account: Heritage Bank

Heritage Bank: 1.35%		\$ 2,964,275.45
Interest	<u>3,400.65</u>	
<b>Balance as of April 04, 2019</b>		<b>\$ 2,967,676.10</b>

**BRAZORIA COUNTY ESD NO. 3 - DEBT SCHEDULE**

Manvel VFD Station, Debt-Payable to Wells Fargo (580,000.00)

**Fixed Rate: 5.140%**

Pmt No.		Due Date	Total Payment	Interest Due	Principal Due	After Payment Termination Value
1	PAID	8/24/06	47,094.76	29,812.00	17,282.76	573,822.35
2	PAID	8/24/07	47,094.76	28,923.67	18,171.10	554,844.88
3	PAID	8/24/08	47,094.76	27,989.67	19,105.09	534,937.52
4	PAID	8/24/09	47,094.76	27,007.67	20,087.09	514,054.69
5	PAID	8/24/10	47,094.76	25,975.19	21,119.57	492,148.61
6	PAID	8/24/11	47,094.76	24,889.65	22,205.11	469,169.13
7	PAID	8/24/12	47,094.76	23,748.30	23,346.46	445,063.66
8	PAID	8/24/13	47,094.76	22,548.30	24,546.47	419,777.01
9	PAID	8/24/14	47,094.76	21,286.61	25,808.15	393,251.33
10	PAID	8/24/15	47,094.76	19,960.07	27,134.69	365,425.88
11	PAID	8/24/16	47,094.76	18,565.35	28,529.42	336,236.98
12	PAID	8/24/17	47,094.76	17,098.93	29,995.83	305,617.83
13	PAID	8/24/18	47,094.76	15,557.15	31,537.61	273,498.35
14		8/24/19	47,094.76	13,936.12	33,158.65	239,805.00
15		8/24/20	47,094.76	12,231.76	34,863.00	204,460.69
16		8/24/21	47,094.76	10,439.80	36,654.96	167,384.50
17		8/24/22	47,094.76	8,555.74	38,539.02	128,491.57
18		8/24/23	47,094.76	6,574.83	40,519.93	87,692.90
19		8/24/24	47,094.76	4,492.11	42,602.65	44,895.09
20		8/24/25	47,094.76	2,302.33	44,792.43	1.00
<b>Totals:</b>			<b>941,895.20</b>	<b>361,895.25</b>	<b>579,999.99</b>	

Manvel EMS Station, Debt-Payable to Prosperity Bank (1,500,000.00)

**Fixed Rate: 5.5%**

Pmt No.		Due Date	Interest Due (estimated)	Principal Due	Principal Balance (estimated)
1	PAID	10/14/10	20,625.00	0.00	750,000.00
2	PAID	4/14/11	41,250.00	75,000.00	1,500,000.00
3	PAID	10/14/11	39,187.50	0.00	1,425,000.00
4	PAID	4/14/12	39,187.50	75,000.00	1,425,000.00
5	PAID	10/14/12	37,125.00	0.00	1,350,000.00
6	PAID	4/14/13	37,125.00	75,000.00	1,350,000.00
7	PAID	10/14/13	35,062.50	0.00	1,275,000.00
8	PAID	4/14/14	35,062.50	75,000.00	1,275,000.00
9	PAID	10/14/14	33,000.00	0.00	1,200,000.00
10	PAID	4/14/15	33,000.00	75,000.00	1,200,000.00
11	PAID	10/14/15	30,937.50	0.00	1,125,000.00
12	PAID	4/14/16	30,937.50	75,000.00	1,125,000.00
13	PAID	10/14/16	28,875.00	0.00	1,050,000.00
14	PAID	4/14/17	28,875.00	75,000.00	1,050,000.00
15	PAID	10/14/17	26,812.50	0.00	975,000.00
16	PAID	4/14/18	26,812.50	75,000.00	975,000.00
17	PAID	10/14/18	24,750.00	0.00	900,000.00
18		4/14/19	24,750.00	75,000.00	900,000.00
19		10/14/19	22,687.50	0.00	825,000.00
20		4/14/20	22,687.50	75,000.00	825,000.00
21		10/14/20	20,625.00	0.00	750,000.00
22		4/14/21	20,625.00	75,000.00	750,000.00
23		10/14/21	18,562.50	0.00	675,000.00
24		4/14/22	18,562.50	75,000.00	675,000.00
25		10/14/22	16,500.00	0.00	600,000.00
26		4/14/23	16,500.00	75,000.00	600,000.00
27		10/14/23	14,437.50	0.00	525,000.00
28		4/14/24	14,437.50	75,000.00	525,000.00
29		10/14/24	12,375.00	0.00	450,000.00
30		4/14/25	12,375.00	75,000.00	450,000.00
31		10/14/25	10,312.50	0.00	375,000.00
32		4/14/26	10,312.50	75,000.00	375,000.00
33		10/14/26	8,250.00	0.00	300,000.00
34		4/14/27	8,250.00	75,000.00	300,000.00
35		10/14/27	6,187.50	0.00	225,000.00
36		4/14/28	6,187.50	75,000.00	225,000.00
37		10/14/28	4,125.00	0.00	150,000.00
38		4/14/29	4,125.00	75,000.00	150,000.00
39		10/14/29	2,062.50	0.00	75,000.00
40		4/14/30	2,062.50	75,000.00	75,000.00
<b>Totals:</b>			<b>845,625.00</b>	<b>1,500,000.00</b>	

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

**Fixed Rate: 1.99%**

Pmt No.		Due Date	Interest Due (estimated)	Principal Due	Principal Balance (estimated)
1	PAID	5/3/18	28,500.00	288,814.54	1,211,185.46
2		5/3/19	23,012.52	294,302.01	916,883.45
3		5/3/20	17,420.79	299,893.75	616,989.70
4		5/3/21	11,722.80	305,591.73	311,397.97
5		5/3/22	5,916.56	311,397.97	0.00
<b>Totals:</b>			<b>86,572.67</b>	<b>1,500,000.00</b>	

**INVESTMENT REPORT, AUTHORIZATION AND REVIEW**

Report for  
BRAZORIA COUNTY ESD NO.3

Prepared for the reporting period ("Period") from

3/1/19 to 3/31/19

fund	Investment Pools	Rate	Beginning Value for Period		Interest earned this period	Deposits or (Withdrawals)	Ending Value for Period		Date of Maturity
			Book	N.A.V.			Book	N.A.V.	
OA	TexPool	2.2872%	1,956,010.34	0.99991	3,514.87	0.00	1,960,024.62	0.99994	1,959,907.02
		2.2872%	1,956,010.34	1,955,834.30	3,514.87	0.00	1,960,024.62		1,959,907.02

fund	Certificates of Deposits	Rate	Purchase Value	Term in Days	Begin Value for Period	Interest accrued this period	Deposits or (Withdrawals)	Ending Value for Period	Date of Purchase	Date of Maturity
RES		0.00%	0.00	0	0.00	0.00	0.00	0.00	1/0/00	1/0/00
			0.00	0	0.00	0.00	0.00	0.00		

OA	N/A	Simple APR	Purchase Value	Term in Days	Begin Period Market Value	Gain (Loss) to Market Value	Deposits or (Withdrawals)	Ending Period Market Value	Date of Purchase	Date of Maturity
		2.2872%	1,956,010.34	0	1,955,834.30	3,514.87	0.00	1,960,024.62		
										1

total investments

wam: 1

**Compliance Statement.**

The investments (reported on above) for the Period are in compliance with the investment strategy expressed in the District's Investment Policy and the Public Funds Investment Act.

**Review.**

This report and the District's Investment Policy are submitted to the Board for its review and to make any changes thereto as determined by the Board to be necessary and prudent for the management of District funds.

**Signatures.**

Investment Officer: Matt Glaves (please sign & date)

Assistant Director of Finance

# **AGENDA**

## **ITEM 5**

**Subject:** FW: County Road 143 VFD - Payoff  
**Date:** Thursday, April 4, 2019 at 5:52:27 PM Central Daylight Time  
**From:** Brian Owens  
**To:** Emily Havens

Brian Owens  
Director of Administration  
Brazoria County  
Emergency Services District No. 3

[www.bcesd3.com](http://www.bcesd3.com)

*"Be yourself; everyone else is already taken."*

Oscar Wilde

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**From:** Mike Andrianatos <2451@cr143vfd.org>  
**Date:** Tuesday, April 2, 2019 at 4:55 PM  
**To:** Brian Owens <bowens@bcesd3.com>  
**Subject:** Fwd: Fw: County Road 143 VFD - Payoff

Here you go..

**Mike Andrianatos, Chief**  
**County Road 143 VFD**  
**19017 County Road 143**  
**Alvin, Texas 77511**  
**Email: 2451@cr143vfd.org**  
**Station: 281-489-8898**  
**Fax: 281-489-7268**  
**Mobile: 281-979-0650**

Sent from [BlueMail](#)

On Mar 26, 2019, at 2:44 PM, Paul Graver <[firstgovernment@att.net](mailto:firstgovernment@att.net)> wrote:

Chief,

Please see attached below payoff on your loan.

Regards,

Paul Graver - President  
First Government Lease Co.  
866-793-9670

----- Forwarded Message -----

**From:** Julie Collins <JCollins@firststatebankredwing.com>  
**To:** Paul Graver <firstgovernment@att.net>  
**Sent:** Tuesday, March 26, 2019, 2:32:59 PM CDT  
**Subject:** RE: County Road 143 VFD - Payoff

4/5 PAYOFF \$49,122.47

---

**From:** Paul Graver [mailto:firstgovernment@att.net]  
**Sent:** Tuesday, March 26, 2019 2:26 PM  
**To:** Julie Collins  
**Subject:** County Road 143 VFD - Payoff

Julie,

May I please have a payoff as of April 5, 2019!?

The Chief wants his county to either payoff the loan or make the annual payment.

**Paul Graver - President**

First Government Lease Co.  
866-793-9670

The information contained in the e-mail message is privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this e-mail message is not the intended recipient or the employee or agent responsible to deliver it to the recipient, you are hereby placed on notice that you are in possession of confidential and privileged information. Any dissemination, distribution or copying of this communication is strictly prohibited. Please notify the sender immediately by telephone, (507-843-4345) at our expense, of your inadvertent receipt. Please return the message by hitting the reply button, and then delete the message from your inbox, sent mail box, and deleted mail box.



# **AGENDA**

## **ITEM 11**

**Government & Institutional Banking**  
Public Funds Collateral Unit  
333 Market Street 15<sup>th</sup> Floor  
A0109-150  
San Francisco, CA 94105



April 2, 2019

**Brazoria County Emergency Services District No. 3**

Re: Collateralization of Public Funds Deposits

Dear Wells Fargo Customer,

On a daily basis, our Public Funds Collateral Unit will monitor your collected balances in deposit accounts maintained with our commercial and business banking offices, as well as cash and deposit balances held in certain trust agency and asset management custody accounts. We will pledge collateral to protect balances above FDIC coverage and Bank of New York Mellon will provide you with a Price Report showing the securities pledged monthly. Currently FDIC insures the deposits of governmental accounts on a per Official Custodian basis as follows: the aggregate balances in demand deposits accounts are insured up to **\$250,000** per Official Custodian and the aggregate balances in time and savings accounts are insured up to **\$250,000** per Official Custodian. Wells Fargo collateralizes uninsured balances by pledging securities from its investment portfolio. This portfolio consists primarily of investment grade securities. The market value of these securities is updated daily by an established third-party service that provides valuation services to many market participants.

Enclosed is the Depository Pledge Agreement (collateral agreement) covering deposits held at Wells Fargo Bank, N.A. for **Brazoria County Emergency Services District No. 3**. In accordance with the applicable federal law (12 U.S.C. 1823), this collateral agreement must be approved by the bank's board of directors or loan committee; the approval must be reflected in the applicable meeting minutes; and the agreement must be an official record of the bank, continuously from the time of its execution. **Please sign, scan and email to [publicfundscollateral@wellsfargo.com](mailto:publicfundscollateral@wellsfargo.com) or mail to us at the following address:**

**Wells Fargo Bank  
Public Funds Collateral Unit  
333 Market St 15<sup>th</sup> Floor  
San Francisco, CA 94105  
MAC A0109-150**

The Depository Pledge Agreement will be forwarded to the custodian, Bank of New York Mellon for signature. The fully executed agreement will be submitted to the Wells Fargo Bank N.A.'s Board of Directors/Loan Committee for approval. A fully signed and executed agreement and corporate resolution will be mailed to you upon completion.

- **All Blue & Shaded areas on document MUST be completed for processing**
- **Please verify accuracy of all prefilled data in Blue**

**Your deposit balance above FDIC will not be collateralized until we are in receipt of the above signed document.**

We hope this information regarding the documents required for collateralization is clear. If you have additional questions, please contact 877-479-6603. We look forward to serving you!

Sincerely,

Sheila Lynch  
GIB Public Funds Collateral Unit

Wells Fargo Bank, N.A.



## DEPOSITORY PLEDGE AGREEMENT

270096232

Brazoria County Emergency Services District No. 3 ("Depositor") has selected **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging securities of any type permitted by applicable law ("Eligible Securities"). **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.** ("Custodian") has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

**1. Grant of Security Interest; Instructions Regarding Collateral.** (a) Bank hereby grants to Depositor a security interest in all Eligible Securities transferred to a separate custody account (the "Collateral Account") established pursuant to this agreement (the "Collateral"). Custodian agrees to serve as collateral agent for Depositor, pursuant to the terms of this Agreement. For the avoidance of doubt, Custodian acknowledges and agrees that it does not have and will not acquire or assert at any time in the future, and hereby expressly waives, any lien upon, security interest in, setoff right or other right to charge the Collateral held in the Collateral Account for any obligation owed to Custodian by Bank or Depositor. Until Depositor has the right to compel sale of the Collateral under Section 7 hereof, Custodian may act in accordance with the instructions of Bank, including, without limitation, the right of Bank to unilaterally substitute Eligible Securities for the Collateral in accordance with Section 3 hereof. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual. In no event shall the Custodian be responsible for determining whether the pledged securities are "Eligible Securities".

(b) Each of Depositor and Bank hereby appoints Custodian as custodian of all Collateral at any time delivered to Custodian pursuant to this Agreement and to perform its duties as hereinafter set forth and authorizes Custodian to hold Collateral in the Collateral Account in registered form in its name or the name of its nominees. Custodian hereby accepts such appointment and agrees to establish and maintain the Collateral Account and appropriate records identifying the Collateral in the Collateral Account as pledged by Bank to Depositor.

(c) Bank, Depositor and Custodian agree that all Collateral delivered to or received by Custodian for deposit in the Collateral Account may be in the form of credits to the accounts of Custodian at a Securities Depository or by delivery to Custodian of physical certificates in a form suitable for transfer to Custodian or with an assignment in blank. Bank and Depositor hereby authorize Custodian to utilize such Securities Depositories and to hold such physical securities or any combination thereof in connection with its performance hereunder. Collateral credited to the Collateral Account and deposited in the Securities Depositories will be held, by book-entry notation, in accounts that include only assets held by Custodian or its agent(s) for third parties, including but not limited to accounts in which assets are held in a fiduciary, agency or representative capacity. Physical Collateral that is not held through Securities Depositories will be held in Custodian's vault and physically segregated from securities and other non-cash property belonging to Custodian. As used herein, the term "Securities Depository" or "Securities Depositories" shall mean the Treasury/Reserve Automated Debt Entry System maintained at The Federal Reserve Bank of New York for receiving and delivering securities, The Depository Trust Company and any other clearing corporation within the meaning of Section 8-102 of the Uniform Commercial Code, as in effect in the State of New York from time to time.

**2. Amount of Collateral.** The aggregate market value of Collateral held by Custodian at all times during the term of this Agreement must be in an amount not less than (a) the amount of the Depositor's collected funds on deposit with Bank, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC, adjusted pursuant to the margin requirement or applicable discount specified at the end of this Agreement. Such amount is hereinafter called the "Required Collateral Value". Bank shall be responsible, but in no event shall the Custodian be responsible, for determining whether the Collateral Account contains the Required Collateral Value or that the property posted to the Collateral Account is eligible to serve as collateral pursuant to applicable law.

**3. Substitutions and Withdrawals of Collateral.** If the aggregate market value of Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may unilaterally withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of Bank, provided that after the withdrawal of any such excess Collateral, the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may unilaterally substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the Bank determines that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. If Bank elects to require Depositor's written consent on a notice in connection with any

withdrawal or substitution which complies with this Section 3, Depositor agrees to provide it promptly upon Bank's request. For the avoidance of doubt, Custodian shall have no duty to confirm that any consent between Depositor and Bank has been received by the other party.

**4. Bank's Obligations.** Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available quarterly or annual financial statement.

**5. Custodian's Obligations.** (a) Custodian shall perform the duties and obligations required of Custodian hereunder. Upon transfer by Custodian of Eligible Securities to the Collateral Account, including Eligible Securities substituted for other Collateral, Custodian shall promptly identify such Eligible Securities on its books and records as being Collateral held pursuant to this Agreement. Custodian shall provide Depositor each month with a statement identifying all property held in the Collateral Account as of the date of such statement. Custodian shall also provide to Depositor and Bank upon request, a written confirmation on any business day on which securities are transferred to and from the Collateral Account. Such confirmation shall identify the specific securities which are the subject of the confirmation. Depositor agrees that it shall promptly review all such confirmation statements and shall promptly advise Custodian in writing of any error, omission or inaccuracy in such statements. In the event that Custodian receives such a notice claiming that an error, omission or inaccuracy has occurred with respect to the Collateral Account, Custodian shall promptly undertake to investigate such claim and correct any errors, failures or omissions which such investigation confirms have occurred. Any such corrections shall be reflected on subsequent confirmation statements.

(b) Depositor agrees that, with respect to all securities held in the Collateral Account, Custodian by itself, or through the use of the appropriate Securities Depository, shall, unless otherwise instructed to the contrary by Bank or as provided in Section 7 hereof: (i) collect all payments reflecting interest and principal on the securities in the Collateral Account; (ii) forward to Bank copies of all information or documents that it may receive from an issuer of securities which, in the opinion of Custodian, is intended for the beneficial owner of the securities including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any securities held by Custodian hereunder; and (v) upon receipt of written instructions from Bank, Custodian will exchange securities held hereunder for other securities and/or cash in connection with (A) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (B) any exercise, subscription, purchase or other similar rights; provided, however, such exchanged securities shall continue to be held by Custodian hereunder for the benefit of Depositor if such exchanged securities constitute Collateral. Upon receipt of payments reflecting principal and interest or dividends on the securities in the Collateral Account, Custodian shall transfer to Bank such principal and interest or dividend payments (either by credit to Bank's custody account at Custodian or otherwise).

(c) Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss or damage arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by any Securities Depository, provided, however, that such loss or damage is not the direct result of the negligence or willful misconduct of Custodian. In no event shall Custodian be liable to Depositor, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement. Bank agrees to indemnify Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which Custodian may sustain or incur with respect to any third party claim or which may be asserted by a third party against Custodian by reason of or as a result of any action taken or omitted by Custodian in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of Bank notwithstanding the termination of this Agreement. Depositor agrees to indemnify Custodian for any action Custodian takes as a result of notice or direction from Depositor. This indemnity shall be a continuing obligation of Depositor notwithstanding the termination of this Agreement.

(d) Custodian is hereby authorized to assign its rights and delegate its duties hereunder to any of its affiliates, whenever and on such terms and conditions as it deems necessary or appropriate to perform its services hereunder upon the provision of notice to Depositor and Bank. Depositor and Bank each agrees to be bound by all actions taken by any such affiliate pursuant to the preceding sentence to the same extent as if they were taken by Custodian, it being understood and agreed that no such assignment or delegation shall discharge Custodian from its obligations hereunder. If so advised by Custodian, Depositor and Bank shall provide instructions or other information to any such affiliate rather than to Custodian.

(e) Custodian may, with respect to questions of law specifically regarding the Collateral Account, obtain the advice of reputable and competent legal counsel and shall be fully protected with respect to anything done or omitted by it reasonably and in good faith and without negligence, willful misconduct, bad faith or fraud in conformity with such advice, provided, however, that nothing contained in this paragraph (e) shall be deemed to relieve Custodian of any of its obligations pursuant to any other provision of this Agreement.

(f) Custodian shall not be responsible for, or considered to be custodian of, any securities received by it for deposit in the Collateral Account until Custodian actually receives and collects such securities directly or by the final crediting of Custodian's account on the books of the appropriate Securities Depository. Custodian will be entitled to reverse any provisional credits to the Collateral Account that were made in anticipation of the receipt of securities or cash which were not subsequently received by Custodian. Custodian shall be entitled to rely upon any addendum, certificate or instruction actually received by Custodian and reasonably believed by Custodian to be duly authorized and delivered.

(g) Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against Custodian in connection with this Agreement.

(h) In performing hereunder, Custodian may enter into subcontracts, agreements and understandings with third parties whenever and on such terms and conditions as it deems necessary or appropriate and which are consistent with applicable law. No such subcontract, agreement or understanding shall discharge Custodian from its obligations hereunder.

**6. Custodian's Reliance on Pricing Services.** The Custodian is authorized to utilize one or more generally recognized pricing information services (including brokers and dealers of securities) in order to provide market values hereunder, and Bank and Depositor agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

**7. Default and Remedies.** If Bank defaults in performing its obligations under Section 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may, after providing Bank at least three (3) business days prior written notice and opportunity to cure the default, and, if Bank fails to cure the default within such (3) business day period, instruct Custodian to transfer the Collateral or any part thereof to a broker-dealer for disposition in accordance with Depositor's instructions at a public or private sale. The proceeds of any such sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law. The Custodian shall be entitled to rely on and shall be held harmless from acts taken in accordance with such instructions from Depositor.

**8. Termination of Agreement.** Any of the parties hereto may terminate this Agreement by giving ninety (90) days prior written notice of termination to the other parties in writing specifying the date of such termination. This Agreement shall terminate on the earlier of (i) the date specified in such notice of termination, or (ii) the date on which the deposits of Depositor with Bank are paid in full. If, upon termination of this Agreement, Bank is still holding deposits of Depositor, Custodian shall follow such reasonable written instructions as Bank and Depositor may jointly give Custodian concerning transfer of custody of securities and related property and records; otherwise Custodian will follow Bank's unilateral written instructions in that regard.

**9. Applicable Law; Other Agreements.** This Agreement shall be construed in accordance with the substantive laws of the State in which Depositor is located, without regard to conflicts of laws principles thereof. Bank, Depositor and Custodian hereby consent to the jurisdiction of a state or federal court situated in the State in which Depositor is located, in connection with any dispute arising hereunder. Bank, Depositor and Custodian hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which any one of them may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. All deposit accounts of Depositor will be subject to Bank's Commercial Account Agreement, Business Account Agreement, or other applicable deposit account agreement, as in effect from time to time.

**10. Force Majeure.** Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances.

**11. Jury Trial Waiver.** EACH OF BANK, DEPOSITOR AND CUSTODIAN HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

**12. Compliance with Texas Government Code Section 2270.002.** As required by Section 2270.002 of the Texas Government Code, Bank and Custodian each hereby verifies that subject to and except as otherwise required by federal law, including, without limitation, 50 U.S.C. Section 4607, it does not boycott Israel and will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the phrase "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**13. Compliance with Texas Government Code Section 2252.152.** Pursuant to Section 2252.152 of the Texas Government Code, Bank and Custodian each hereby verifies that it is not engaged in active business operations with Sudan or Iran in violation of U.S. law, or a foreign terrorist organization. For purposes of this Agreement, the phrase "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

**14. Miscellaneous.** The headings in this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, to the extent permitted by law, each party irrevocably agrees not to claim, and it hereby waives, such immunity in connection with this Agreement.

**Applicable Margin: One hundred percent (100%)**

Date of Agreement: \_\_\_\_\_, 20\_\_\_\_\_.

DEPOSITOR: Brazoria County Emergency Services District No. 3

CUSTODIAN: **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

C/O The Bank of New York Mellon  
101 Barclay Street, 4<sup>th</sup> Floor  
New York, NY 10286  
Attn: Markets- Collateral Manager

**BANK: WELLS FARGO BANK, NATIONAL ASSOCIATION**

Signature: \_\_\_\_\_

Print Name: Sheila Lynch

Title: Vice President

Address: 333 Market Street St.15th Floor,  
MAC: A0109-150  
San Francisco, CA 94105

DepPldgAgmt-TXMUD-BNY-2018(0116)

**ADDENDUM "A"**  
(Authorized Officers of Depositor)

One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement. **Individual who signs page 4 must also sign below.**

1. Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

2. Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

3. Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

4. Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_