

MINUTES OF THE REGULAR MEETING OF
THE BOARD OF COMMISSIONERS OF
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

A regular meeting of the Board of Commissioners of Jefferson County Emergency Services District No. 4 ("District") was called for at 5:30 p.m. on February 15, 2016, at the Labelle-Fannett VFD fire station, located at 12880 FM 365, Beaumont, Texas 77705, pursuant to notice duly posted according to law.

At approximately 5:40 p.m., the regular meeting was called to order. The roll was called of the duly constituted officers and members of the Board, to wit:

Jeff Roebuck	President
Charlie Reneau	Vice President
Randy Walston	Secretary
Sandra Melton	Treasurer
Robert Bordes	Assistant Treasurer

All of said Board members were present, thus constituting a quorum. Also present at the meeting were: Wayne Wilber, District Manager; Mary Ellen Robertson, the District's accountant; Joshua Heinz of the law firm Benckenstein & Oxford, L.L.P., attorneys for the District; and, various members of Labelle-Fannett VFD and Cheek VFD.

Upon establishing that a quorum was present, President Roebuck asked for public comment as set forth in Agenda Item No. 3, at which time Carolyn Hurych advised the Board that Labelle-Fannett VFD will have to file a new application to get its ambulance variance back, and having paid medics will make it more difficult to obtaining a variance.

The Board was then directed to Agenda Item No. 4 for the VFD Chiefs' reports. Charles Sonnier, Chief of Labelle-Fannett VFD, and Kelli Jo Arceneaux, Secretary of Labelle-Fannett VFD, reviewed the submitted monthly run report with the Board and advised on the department's recent activities and service calls. Cheek VFD did not submit a Monthly Run

Report. Additionally, Charles Sonnier questioned the Board about its members' position on not funding the Junior Firefighters/Explorer's gear and training. The Board discussed the matter briefly and issues relating thereto, and it was decided that the matter would be included on the next meeting agenda for further discussion.

The Board then moved along to Agenda Item No. 5 for the District Manager's report. Wayne Wilber advised the Board on the extrication tool training that will be conducted at Cheek VFD's station. Additionally, he reported that new air bottles are being purchased for Cheek VFD. As to Labelle-Fannett VFD, Mr. Wilber advised that one its Junior Firefighters/Explorers has a set of the District's bunker gear, and he has requested that same be returned. Also, Mr. Wilber reported that Labelle-Fannett's Brush Truck is in the shop now for repairs, and its Engine 41 water leak has been repaired. Also, Mr. Wilber advised that the TNT cutter ordered for Labelle-Fannett VFD had arrived, and the education trailer ordered for them had been received.

The Board was then directed to Agenda Item No. 6 for review of the Minutes of the January 18, 2016 regular meeting. Upon motion by Vice President Reneau and seconded by Assistant Treasurer Bordes, the proposed minutes were unanimously approved by all of the Board members.

Next, President Roebuck directed the Board to Agenda Item No. 7 for the Treasurer's report. Treasurer Melton reported that the District's Texas First Bank checking account balance was \$390,688.75 as of January 31, 2016 and \$556,920.78 as of February 12, 2016, and that the District's Texas First Bank savings account balance was \$200,205.86 as of as of January 31, 2016 and February 12, 2016, as reflected in the account statements attached hereto as Exhibit A. Mrs. Robertson then reviewed with the Board the District's current financial statement of activities, which is attached hereto as Exhibit B. Additionally, Mrs. Robertson requested that

the Board consider her engagement letters for accounting services provided during the fiscal years ended September 30, 2015 and September 30, 2016, which are attached hereto as Exhibit C. Said services include not only the usually bookkeeping services, but also preparation of the District's financial statement and compilation for the annual audits. Upon motion by Treasurer Melton and seconded by Vice President Reneau, the Board unanimously approved Mrs. Robertson's engagement letters.

The Board then moved to Agenda Item No. 8 for payment of the District's bills and VFDs' reimbursement requests. Initially, Treasurer Melton advised Labelle-Fannett VFD on the various reimbursement requests that had been denied and the reasons for same, as set forth on Exhibit D attached hereto. Then, after Treasurer Melton reviewed with the Board the District's various monthly expenditures being submitted for payment, Assistant Treasurer Bordes made a motion to approve payment of the bills and expenditures listed on the account register attached hereto as Exhibit E (Check Nos. 1559 and 2084-2104). The motion was seconded by Treasurer Melton and unanimously approved by the Board.

The Board was then directed by President Roebuck to Agenda Item No. 9 regarding use of District equipment outside of its boundaries. After discussing the matter with Mr. Heinz, the Board advised the departments that they cannot use District equipment or equipment purchased with District funds outside of the District's boundaries except when responding on a mutual/automatic aid call.

Thereafter, the Board's attention was directed to Agenda Item No. 10, at which time Mr. Wilber presented the Board with a purchase proposal from Siddons-Martin for a new 2015 Pierce Tanker (3,000 gallon, with a 500 GPM pump) for Labelle-Fannett VFD, having a total purchase price, including HGAC fee, of \$227,000.00. A copy of the proposal is attached hereto as

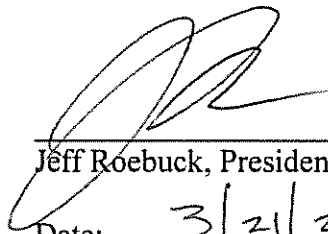
Exhibit F. Chief Sonnier advised the Board that he is really impressed with the tanker and he recommended and requested that the District purchase same. Additionally, Chief Sonnier advised the Board that Labelle-Fannett VFD would like to have hoses, lights, and other accessories ordered for the truck, which he estimates will cost \$10,000.00-\$15,000.00. The Board then reviewed the financing proposals provided by Pierce and Government Capital, copies of which are attached hereto as Exhibit G. After discussing the financing proposals and accessories for the tanker, Treasurer Melton made a motion to approve the purchase of the tanker with a \$75,000.00 down payment and finance the remainder of the purchase price (\$152,000.00) for five years through Government Capital, which had the lower rate of the two financing proposals, and authorize the necessary Board members to execute the financing documents. The motion was seconded by Vice President Reneau and unanimously approved by the Board.

The Board then moved along to Agenda Item No. 11 regarding EMS services in the District. Labelle-Fannett VFD requested that the Board approve it to hire station attendants for providing fire and EMS services, but the Board decided that additional information was needed before it would be able to make an educated decision on the matter. After discussing the matter and other issues relating to a paid EMS service, including the cost associated with same, the Board requested that Mr. Heinz contact Joey Ancelet, the local agent for the Texas Department of Health & Human Services, and schedule a time for him to meet with the Board to discuss the District's EMS services. Additionally, the Board requested that Mr. Heinz contact Acadian Ambulance to obtain a proposal for it to provide full-time EMS services for the District.

Next, President Roebuck directed the Board to Agenda Item No. 12 regarding retention of special counsel for the District. The Board reviewed and discussed the engagement letter present by John Carlton of the Carlton law Firm, PLLC, a copy of which is attached hereto as

Exhibit H. Upon motion by Assistant Treasurer Bordes and seconded by Vice President Reneau, the Board unanimously approved Mr. Carlton's engagement as special counsel for the District, subject to the terms of his engagement letter, to review and consult on the District's policies, procedures, service agreements, and operations, and make recommendations on same, with fees and expenses not to exceed \$5,000.00 unless specifically authorized by the Board.

Being as there was no report from counsel or other matters to come before the Board under Agenda Item Nos. 14 and 15, the meeting was adjourned at approximately 7:15 p.m.



Jeff Roebuck, President

Date: 3 | 21 | 2016

ATTEST:



Position: Secretary

Date: 3 | 21 | 2016

Exhibit A

TEXAS FIRST BANK

Helping Texans Build Texas

www.texasfirstbank.com

3000 FM 1764 • La Marque, TX 77568-2452

Return Service Requested

TELEPHONE BANKING
 (409) 945-9889 (281) 538-2226
 (855) 355-TFB1 (8321)

BOOKKEEPING
 (409) 948-1993
 (409) 296-2111

Page: 2

JEFFERSON COUNTY EMERGENCY

Account Number: 10031508
 Statement Date: 1/31/16

CHECKS PAID

* indicates skip in check numbers

Date	Check No.	Amount	Date	Check No.	Amount	Date	Check No.	Amount
1/21	2069*	5,256.01	1/27	2073	250.00	1/26	2079*	2,196.72
1/25	2070	182.00	1/20	2074	400.00	1/27	2081*	121.83
1/25	2071	157.87	1/26	2075	390.00	1/26	2082	571.67
1/26	2072	400.00	1/26	2077*	1,682.80	1/20	2083	2,500.00

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
1/05	185,900.70	1/20	406,439.36	1/26	391,427.29
1/08	417,525.55	1/21	397,008.35	1/27	390,630.04
1/19	409,339.36	1/25	396,668.48	1/29	390,688.75

PUBLIC FUNDS SAVINGS

JEFFERSON COUNTY EMERGENCY
 SERVICES DISTRICT No. 4

Acct 20041885

Beginning Balance	1/01/16	200,188.86
Deposits / Misc Credits	1	17.00
Withdrawals / Misc Debits	0	.00
** Ending Balance	1/31/16	200,205.86
Service Charge		.00
Interest Paid		17.00
Interest Paid Year To Date		17.00
Annual Percentage Yield Earned		.10%
Number of Days for A.P.Y.E.		31
Average Balance for A.P.Y.E.		200,188.86
Minimum Balance		200,188

DEPOSITS AND OTHER CREDITS

Date	Deposits	Activity Description
1/29	17.00	Interest Earned

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Page: 3

JEFFERSON COUNTY EMERGENCY

Account Number: 10031508
Statement Date: 1/31/16

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
1/29	200,205.86				

TEXAS FIRST BANK
Account Details

2/12/16 11:08 pm

There have been 596 transactions on this account since 9/25/2013.

Public Funds Tiered Int.
 10031508

\$556,920.78

Available Balance	\$556,920.78	Interest Rate	0.200 %
Current Balance	\$556,920.78	Last Interest Paid Date	1/29/2016
Last Deposit Date	2/4/2016	Accrued Interest	\$30.80
Last Deposit Amount	\$168,249.79	Year-to-date interest amount	\$58.71
Last Statement Date	1/29/2016		

Subtotal: Credits: \$449,886.71 | Debits: \$-101,177.26

Date	Description	Amount	Balance
2/4/16	ORIG:JEFFERSON COUNTY TRN:P201602040006913	\$168,249.79	\$556,920.78
2/1/16	Check (2080)	\$-1,100.00	\$388,670.99
2/1/16	Check (2076)	\$-725.00	\$389,770.99
2/1/16	Check (2078)	\$-192.76	\$390,495.99
1/29/16	Interest Paid	\$58.71	\$390,688.75
1/27/16	Check (2065)	\$-425.42	\$390,630.04
1/27/16	Check (2073)	\$-250.00	\$391,055.46
1/27/16	Check (2081)	\$-121.83	\$391,305.46
1/26/16	Check (2079)	\$-2,196.72	\$391,427.29
1/26/16	Check (2077)	\$-1,682.80	\$393,624.01
1/26/16	Check (2082)	\$-571.67	\$395,306.81
1/26/16	Check (2072)	\$-400.00	\$395,878.48
1/26/16	Check (2075)	\$-390.00	\$396,278.48
1/25/16	Check (2070)	\$-182.00	\$396,668.48
1/25/16	Check (2071)	\$-157.87	\$396,850.48
1/21/16	Check (2069)	\$-5,256.01	\$397,008.35
1/21/16	Check (1359)	\$-4,175.00	\$402,264.36
1/20/16	Check (2083)	\$-2,500.00	\$406,439.36
1/20/16	Check (2074)	\$-400.00	\$408,939.36
1/19/16	Check (2013)	\$-5,110.53	\$409,339.36
1/19/16	Check (1967)	\$-2,699.94	\$414,449.89
1/19/16	Check (2059)	\$-375.72	\$417,149.83

1/8/16	ORIG:JEFFERSON COUNTY TRN:P201601080007093	\$231,624.85	\$417,525.55
1/5/16	Check (2066)	Ⓜ -\$32.98	\$185,900.70
12/31/15	Interest Paid	\$24.99	\$185,933.68
12/31/15	Check (2058)	Ⓜ -\$1,181.69	\$185,908.69
12/31/15	Check (2055)	Ⓜ -\$250.00	\$187,090.38
12/30/15	Check (2064)	Ⓜ -\$2,761.38	\$187,340.38
12/30/15	Check (2056)	Ⓜ -\$1,365.35	\$190,101.76
12/30/15	Check (2067)	Ⓜ -\$293.44	\$191,467.11
12/30/15	Check (2063)	Ⓜ -\$194.42	\$191,760.55
12/29/15	Check (2062)	Ⓜ -\$1,747.00	\$191,954.97
12/29/15	Check (2060)	Ⓜ -\$475.00	\$193,701.97
12/29/15	Check (2061)	Ⓜ -\$338.00	\$194,176.97
12/29/15	Check (2053)	Ⓜ -\$105.40	\$194,514.97
12/24/15	Check (2054)	Ⓜ -\$400.00	\$194,620.37
12/23/15	Check (2052)	Ⓜ -\$1,611.00	\$195,020.37
12/23/15	Check (2057)	Ⓜ -\$400.00	\$196,631.37
12/22/15	Check (2068)	Ⓜ -\$2,500.00	\$197,031.37
12/11/15	Check (2037)	Ⓜ -\$4,475.52	\$199,531.37
12/4/15	Check (2035)	Ⓜ -\$202.51	\$204,006.89
12/3/15	ORIG:JEFFERSON COUNTY TRN:P201512030015478	\$42,176.60	\$204,209.40
11/30/15	Interest Paid	\$20.48	\$162,032.80
11/27/15	Check (2044)	Ⓜ -\$250.00	\$162,012.32
11/27/15	Check (2049)	Ⓜ -\$108.29	\$162,262.32
11/25/15	Check (2036)	Ⓜ -\$210.50	\$162,370.61
11/24/15	Check (2050)	Ⓜ -\$449.41	\$162,581.11
11/24/15	Check (2042)	Ⓜ -\$110.77	\$163,030.52
11/23/15	Check (2040)	Ⓜ -\$1,766.40	\$163,141.29
11/23/15	Check (2041)	Ⓜ -\$200.00	\$164,907.69
11/23/15	Check (2048)	Ⓜ -\$195.26	\$165,107.69

11/23/15	Check (2045)	☹ -\$50.00	\$165,302.95
11/23/15	Check (2039)	☹ -\$42.96	\$165,352.95
11/20/15	Check (2047)	☹ -\$475.00	\$165,395.91
11/20/15	Check (2038)	☹ -\$102.80	\$165,870.91
11/18/15	Check (2043)	☹ -\$400.00	\$165,973.71
11/18/15	Check (2046)	☹ -\$400.00	\$166,373.71
11/17/15	Check (2051)	☹ -\$2,500.00	\$166,773.71
11/5/15	Deposit	\$21.43	\$169,273.71
11/4/15	ORIG:JEFFERSON COUNTY TRN:P201511040007301	\$6,183.02	\$169,252.28
10/30/15	Interest Paid	\$22.48	\$163,069.26
10/30/15	Check (2030)	☹ -\$517.62	\$163,046.78
10/29/15	Check (2031)	☹ -\$194.86	\$163,564.40
10/27/15	Check (2033)	☹ -\$489.82	\$163,759.26
10/27/15	Check (2023)	☹ -\$303.38	\$164,249.08
10/27/15	Check (2025)	☹ -\$200.00	\$164,552.46
10/27/15	Check (2026)	☹ -\$138.61	\$164,752.46
10/23/15	Check (2032)	☹ -\$6,428.00	\$164,891.07
10/23/15	Check (2027)	☹ -\$84.05	\$171,319.07
10/22/15	Check (2028)	☹ -\$400.00	\$171,403.12
10/22/15	Check (2024)	☹ -\$286.01	\$171,803.12
10/21/15	Check (2029)	☹ -\$400.00	\$172,089.13
10/20/15	Check (2034)	☹ -\$2,500.00	\$172,489.13
10/15/15	Check (2000)	☹ -\$19.00	\$174,989.13
10/9/15	Check (2010)	☹ -\$500.00	\$175,008.13
10/8/15	Check (2001)	☹ -\$1,515.33	\$175,508.13
10/8/15	Check (2021)	☹ -\$920.54	\$177,023.46
10/7/15	Check (2011)	☹ -\$1,389.90	\$177,944.00
10/6/15	Check (2016)	☹ -\$18,850.00	\$179,333.90
10/6/15	Check (2015)	☹ -\$475.00	\$198,183.90
10/6/15	Check (2005)	☹ -\$249.84	\$198,658.90

10/6/15	Check (2006)	☒ -\$129.71	\$198,908.74
10/6/15	Check (2003)	☒ -\$89.36	\$199,038.45
10/6/15	Check (2002)	☒ -\$84.77	\$199,127.81
10/6/15	Check (2007)	☒ -\$75.94	\$199,212.58
10/5/15	Check (2014)	☒ -\$2,931.29	\$199,288.52
10/5/15	Check (2017)	☒ -\$2,440.00	\$202,219.81
10/5/15	Check (2019)	☒ -\$354.57	\$204,659.81
10/2/15	Check (2018)	☒ -\$577.02	\$205,014.38
10/2/15	Check (2008)	☒ -\$320.80	\$205,591.40
10/2/15	Check (2004)	☒ -\$200.00	\$205,912.20
10/2/15	ORIG:JEFFERSON COUNTY TRN:P201510020006739	\$1,464.75	\$206,112.20
9/30/15	Interest Paid	\$25.61	\$204,647.45
9/30/15	Check (2009)	☒ -\$400.00	\$204,621.84
9/30/15	Check (2012)	☒ -\$400.00	\$205,021.84
9/29/15	Check (2022)	☒ -\$2,500.00	\$205,421.84
9/29/15	Debit Memo	-\$106.62	\$207,921.84
9/29/15	Refund Incoming Wire Fee	\$7.00	\$208,028.46
9/29/15	Refund Incoming Wire Fee	\$7.00	\$208,021.46
9/21/15	Check (1999)	☒ -\$196.87	\$208,014.46

TEXAS FIRST BANK
Account Details

2/12/16 11:08 pm

There have been 13 transactions on this account since 4/21/2015.

Public Funds Savings
 20041885

\$200,205.86

Available Balance	\$200,205.86	Interest Rate	0.100 %
Current Balance	\$200,205.86	Last Interest Paid Date	1/29/2016
Last Deposit Date	7/23/2015	Accrued Interest	\$6.03
Last Deposit Amount	\$200,000.00	Year-to-date interest amount	\$17.00
Last Statement Date	1/29/2016		

Subtotal: Credits: \$200,208.86 | Debits: \$-3.00

Date	Description	Amount	Balance
1/29/16	Interest Earned	\$17.00	\$200,205.86
12/31/15	Interest Earned	\$17.00	\$200,188.86
11/30/15	Interest Earned	\$16.45	\$200,171.86
10/30/15	Interest Earned	\$17.00	\$200,155.41
9/30/15	Interest Earned	\$16.45	\$200,138.41
8/31/15	Interest Earned	\$17.00	\$200,121.96
7/31/15	Interest Earned	\$4.94	\$200,104.96
7/23/15	TELEPHONE TRF FR DD 10031508	\$200,000.00	\$200,100.02
6/30/15	Interest Earned	\$0.01	\$100.02
5/29/15	Interest Earned	\$0.01	\$100.01
5/7/15	Refund Balance Requirement Fee	\$3.00	\$100.00
4/30/15	BALANCE REQUIREMENT FEE	-\$3.00	\$97.00
4/21/15	TELEPHONE TRF FR DD 10031508	\$100.00	\$100.00

Exhibit B

Jefferson County Emergency Services District No. 4 Statement of Activities (Cash Basis)

	4 Months Ended 1/31/2016	4 Months Ended 1/31/2016	4 Months Ended 1/31/2016	4 Months Ended 1/31/2016	Annual Budget	Over (Under) Budget	% of Budget Used to Date
	Actual	Actual	Actual	Total			
	Labelle-Fannett	Cheek	Administrative	All Locations			
Revenue							
Ad Valorem Taxes	-	-	282,388	282,388	597,302	(314,914)	47.28%
Interest Income	-	-	194	194	200	(6)	97.00%
Total Revenue	<u>0</u>	<u>0</u>	<u>282,582</u>	<u>282,582</u>	<u>597,502</u>	<u>(314,920)</u>	<u>47.29%</u>
Operating Expenses							
Accounting	-	-	5,850	5,850	15,000	(9,150)	39.00%
Advertising	-	-	-	-	1,000	(1,000)	0.00%
Bank Fees	-	-	-	-	150	(150)	0.00%
Cable	-	-	-	-	800	(800)	0.00%
Cell Phone/EWS Equipment	-	-	-	-	100	(100)	0.00%
Children's Education	-	-	-	-	2,000	(2,000)	0.00%
Cleaning & Building Maintenance	-	-	-	-	6,000	(5,839)	2.68%
Communications - Purchase of Add'l Radios	161	-	-	161	2,500	(2,500)	0.00%
Copier	-	-	-	-	700	(700)	0.00%
District Manager	-	-	10,000	10,000	30,000	(20,000)	33.33%
Dues & Fees	-	-	1,100	1,100	3,000	(1,900)	36.67%
Fire Field Meals	-	-	-	-	1,000	(1,000)	0.00%
Fire Uniforms	-	-	-	-	3,000	(3,000)	0.00%
Fuel - Fire	1,036	37	-	1,073	16,500	(15,427)	6.50%
Insurance - Property & Liability	-	-	6,428	6,428	34,000	(27,572)	18.91%
Insurance - VETS District	-	-	-	-	2,600	(2,600)	0.00%
Insurance - Worker's Compensation	-	-	-	-	2,800	(2,800)	0.00%
Internet	165	158	126	449	800	(351)	56.13%
Lawn Service	500	200	-	700	4,200	(3,500)	16.67%
Legal/Professional	-	-	9,370	9,370	10,000	(630)	93.70%
Lodging/Meals/Travel & Regist ESD	-	-	-	-	5,000	(5,000)	0.00%
Maintenance & Repairs - Radios	-	-	-	-	4,000	(4,000)	0.00%
Note Payable - First Financial - Mini Pumper	-	-	-	-	41,012	(41,012)	0.00%
Office Supplies	-	-	175	175	2,700	(2,525)	6.48%
Postage & Box Rental	-	-	-	-	450	(450)	0.00%
Small Equipment Purchases (less than \$5,000)	-	-	-	-	2,000	(2,000)	0.00%
Supplies - Fire	1,325	1,672	-	2,997	20,000	(17,003)	14.99%
Tax & Appraisal Fees	-	-	6,780	6,780	12,000	(5,220)	56.50%
Telephone	-	-	206	206	1,600	(1,394)	12.88%
Utilities	-	260	-	260	8,700	(8,440)	2.99%
Water & Garbage	929	55	-	984	3,400	(2,416)	28.94%
Total Operating Expenses	<u>4,116</u>	<u>2,382</u>	<u>40,035</u>	<u>46,533</u>	<u>237,012</u>	<u>(190,479)</u>	<u>19.63%</u>

For management purposes only.

**Jefferson County Emergency Services District No. 4
Statement of Activities (Cash Basis)**

	4 Months Ended 1/31/2016 Actual Labelle-Fannett	4 Months Ended 1/31/2016 Actual Cheek	4 Months Ended 1/31/2016 Actual Administrative	4 Months Ended 1/31/2016 Total All Locations	Annual Budget	Over (Under) Budget	% of Budget Used to Date
Fire Services							
Dispatch Services/Edispatches	-	-	1,747	1,747	33,500	(31,753)	5.21%
Equipment-Insp/Repairs	-	-	-	-	2,200	(2,200)	0.00%
Gloves & Boots - Insp/Repairs	-	-	-	-	5,000	(5,000)	0.00%
Personal Protection Equipment	453	338	-	791	26,000	(25,209)	3.04%
Supplies - Hoses/Nozzles/Tarps	-	-	-	-	4,000	(4,000)	0.00%
Travel/Lodging/Meals/Trans Expenses	737	-	-	737	7,500	(6,763)	9.83%
Tuition/Registration	-	-	-	-	2,000	(2,000)	0.00%
Vehicle Repair & Maintenance	3,151	-	-	3,151	25,000	(21,849)	12.60%
Total Fire Services	4,341	338	1,747	6,426	105,200	(98,774)	6.11%
Capital Expenditures							
3½ ESD Utility Pickup Truck	-	-	-	-	20,000	(20,000)	0.00%
3000 Gal Tanker	-	-	-	-	100,000	(100,000)	0.00%
Automatic Rollup Door	-	-	-	-	4,700	(4,700)	0.00%
Children's Education Enclosed Trailer	-	-	-	-	6,000	(6,000)	0.00%
Concrete Slab (Storage Bldg.)	-	-	-	-	7,500	(7,500)	0.00%
Crushed Concrete (Driveway to Stor. Bldg.)	-	-	-	-	1,800	(1,800)	0.00%
Dispatch Equipment	-	-	1,182	1,182	16,000	(14,818)	7.39%
Radio Communications Upgrade	-	-	-	-	30,000	(30,000)	0.00%
Rescue Tools - Rescue 44	-	-	-	-	30,000	(30,000)	0.00%
SCBA Packs/Replacement Bottles	-	-	-	-	10,000	(10,000)	0.00%
Upgrade Cutters	-	-	-	-	11,000	(11,000)	0.00%
Total Capital Expenditures	0	0	1,182	1,182	237,000	(235,818)	0.50%
Contingency	0	0	0	-	18,290	(18,290)	0.00%
Total Expenses	8,457	2,720	42,964	54,141	597,502	(543,361)	9.06%
Net Change in Fund Balance	\$ (8,457)	\$ (2,720)	\$ 239,618	\$ 228,441	\$ 0		

Exhibit C

MARY ELLEN ROBERTSON

CERTIFIED PUBLIC ACCOUNTANT

985 IH 10 NORTH, SUITE 101
BEAUMONT, TX 77706
409-892-8901
FAX 409-892-3041

Board of Commissioners
Jefferson County Emergency Services District No. 4
Jefferson County, Texas

I am pleased to confirm my understanding of the services I am to provide for Jefferson County Emergency Services District No. 4, (the District) for the year ended September 30, 2015.

I will prepare the financial statements of the governmental activities, and each major fund of Jefferson County Emergency Services District No. 4, which comprise the annual basic financial statements of net position and statement of activities, along with the fund financial statements comprised of balance sheet – governmental funds, reconciliation of the governmental funds balance sheet to the statement of net position, and statement of revenues, expenditures and changes in fund balances – governmental funds along with the reconciliation of the governmental funds statement of revenues, expenditures, and changes in fund balance to the statement of activities for the year ended September 30, 2015, and the related notes to the financial statements, and perform a compilation engagement with respect to those financial statements.

In addition, I will compile the schedule of revenue, expenditures and changes in fund balance – budget compared to actual – general fund as required by the Governmental Accounting Standards Board to supplement the basic financial statements.

I will assist your director in adjusting the books of accounts with the objective that we are be able to prepare a working trial balance from which financial statements can be prepared. You will provide us with a detailed trial balance and any supporting schedules I require including the management's discussion and analysis which is considered required supplementary information.

Our Responsibilities

The objective of our engagement is to—

- 1) prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you and
- 2) apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

I will conduct my compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct*, and its ethical principles of integrity, objectivity, professional competence, and due care, when performing the bookkeeping services, preparing the financial statements, and performing the compilation engagement.

I am not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, I will not express an opinion or a conclusion nor provide any assurance on the financial statements.

My engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. However, I will inform the appropriate level of management of any material errors and any evidence or information that comes to my attention during the performance of

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Member of the Texas Society of Certified Public Accountants

my procedures that fraud may have occurred. In addition, I will inform you of any evidence or information that comes to my attention during the performance of my compilation procedures regarding any wrongdoing within the entity or noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential. I have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

I, in my sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that my role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America and assist you in the presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- 1) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
- 2) The preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America and the inclusion of all informative disclosures that are appropriate for accounting principles generally accepted in the United States of America, if applicable.
- 3) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements.
- 4) The prevention and detection of fraud.
- 5) To ensure that the Company complies with the laws and regulations applicable to its activities.
- 6) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- 7) To provide me with—
 - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - additional information that I may request from you for the purpose of the compilation engagement.
 - unrestricted access to persons within the Company of whom I determine it necessary to make inquiries.
- 8) Including my compilation report in any document containing financial statements that indicate that I have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask my permission to do so.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our bookkeeping services and the preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report

As part of my engagement, I will issue a report that will state that I did not audit or review the financial statements and that, accordingly, I do not express an opinion, a conclusion, nor provide any assurance on them. If for any reason, I am unable to complete the compilation of your financial statements, I will not issue a report on such statements as a result of this engagement. I am not independent with respect to

Jefferson County Emergency Services District No. 4. I will disclose that I am not independent in my compilation report.

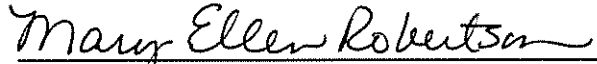
Other Relevant Information

I am the engagement accountant and am responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

I estimate that my fees for these services will range from \$2,200 to \$2,800 for the financial statement preparation and compilation and \$475 per month for bookkeeping services. You will also be billed for out-of-pocket costs such as report production, word processing, postage, travel, etc. Additional expenses are estimated to be \$100. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs. My invoices for these fees will be rendered each month as work progresses and are payable on presentation.

I appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to me.

Sincerely,



Mary Ellen Robertson, CPA

Acknowledged:
Jefferson County Emergency Services District No. 4



Jeff Roebuck, President

2/15/16

Date

MARY ELLEN ROBERTSON

CERTIFIED PUBLIC ACCOUNTANT

985 IH 10 NORTH, SUITE 101
BEAUMONT, TX 77706
409-892-8901
FAX 409-892-3041

Board of Commissioners
Jefferson County Emergency Services District No. 4
Jefferson County, Texas

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- 5) To ensure that the Company complies with the laws and regulations applicable to its activities.
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Our Report

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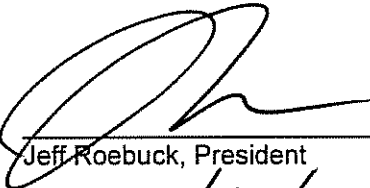
I appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to me.

Sincerely,



Mary Ellen Robertson, CPA

Acknowledged:
Jefferson County Emergency Services District No. 4



Jeff Roebuck, President
Date 2/15/16

Exhibit D

Exhibit E

Jefferson County Emergency Services District No. 4

Bank Account Register

Texas First Bank - Checking
January 19, 2016 - February 15, 2016

Date	Reference	Payee ID	Description	Checks/ Payments	Deposits/ Additions	Balance	
01/19/16	1559	REED	Beginning Balance			392,787.28	
01/31/16			Charles E. Reed and Associates, P.C.	4,175.00		388,612.28	
02/04/16			Interest Income		58.71	388,670.99	
02/15/16			Property Taxes		168,249.79	556,920.78	
02/15/16	2084	ADVANCERESC	Advanced Rescue Systems	10,915.00		546,005.78	
02/15/16	2085	BENCK	Benckenstein & Oxford, L.L.P.	2,521.28		543,484.50	
02/15/16	2086	UNIONSTD	BIC - Union Standard Insurance Group	17,542.00		525,942.50	
02/15/16	2087	COPE	Cope's Trailers	4,368.60		521,573.90	
02/15/16	2088	EARLLAWN	Earl Lawn Service	100.00		521,473.90	
02/15/16	2089	GREENACRES	Green Acres Grocery, Inc.	46.04		521,427.86	
02/15/16	2090	OXFORD	Hubert Oxford, IV	400.00		521,027.86	
02/15/16	2091	JACKSON	Jackson Lawn Care	250.00		520,777.86	
02/15/16	2092	HEINZ	Joshua C. Heinz	400.00		520,377.86	
02/15/16	2093	LB-F VFD	Labelle-Fannett VFD	723.33		519,654.53	
02/15/16	2094	LONESTAR	Lone Star Lube Right	488.12		519,166.41	
02/15/16	2095	MER1099	Mary Ellen Robertson, CPA	475.00		518,691.41	
02/15/16	2096	METROFIRE	Metro Fire Apparatus Specialists, Inc.	125.00		518,566.41	
02/15/16	2097	OVERHEAD D	Overhead Door Company of Beaumont, Inc.	3,140.00		515,426.41	
02/15/16	2098	PROGRESSIVE	Progressive Waste Solutions of TX, Inc.	193.46		515,232.95	
02/15/16	2099	ROLLINS	Rollins Truck & Trailer Repair, LLC	466.40		514,766.55	
02/15/16	2100	SABINENECH	Sabine Neches Chiefs Association	250.00		514,516.55	
02/15/16	2101	TOWNANDCOUN	Town and Country	326.68		514,189.87	
02/15/16	2102	VISA9650	VISA	690.37		513,499.50	
02/15/16	2103	WJEFFCTYMWD	W. Jefferson Co. M.W.D	700.90		512,798.60	
02/15/16	2104	WILBER	Wayne Lynn Wilber	2,500.00		510,298.60	
				Totals	<u>50,797.18</u>	<u>168,308.50</u>	<u>510,298.60</u>

Transaction count = 24

Jefferson County Emergency Services District No. 4

Bank Account Register

Texas First Bank - Savings
January 19, 2016 - February 15, 2016

Date	Reference	Payee ID	Description	Checks/ Payments	Deposits/ Additions	Balance
01/29/16			Beginning Balance			200,188.86
			Interest Income		17.00	200,205.86
			Totals	<u>0.00</u>	<u>17.00</u>	<u>200,205.86</u>

Transaction count = 1

Exhibit F

Siddons-Martin Emergency Group

Protecting the Southwest

3500 Shelby Lane
Denton, Texas 76207
GDN P115891
TXDOT MVD No. A115890
EIN 27-4333590

January 29, 2016

Wayne Wilbur, District Manager
Jefferson County ESD4/ Labelle-Fannett /
18746 Fm 365
Beaumont TX 77705

RE: Proposal for 2015 PMFD FXP 3000 Gallon Tanker

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Jefferson County ESD4/ Labelle-Fannett / Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB Jefferson County ESD4/ Labelle-Fannett / and training on operation and use of the apparatus.

Description	Amount
3413247-28239 Job 28239 PMFD- FXP 3000 Gallon Freightliner, FL, 2 Door, Pumper, Stock / FL, ISL9 350, 3000 gal, Darley 500 GPM Price guaranteed for 14 days. Delivery within 1-2 months of order date. A warranty term of 60 months is included.	
	Vehicle Price \$ 225,000.00
	SUB TOTAL \$ 225,000.00
	H-GAC FS12-15 \$ 2,000.00
	TOTAL \$ 227,000.00

Taxes. Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee. A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation. In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of TX. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Doug Saunders

Siddons-Martin Emergency Group, LLC

I, Jeff Roebuck, President, the authorized representative of Jefferson County ESD4/ Labelle-Fannett /, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

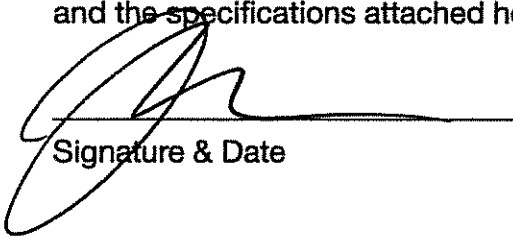
 2/15/2016
Signature & Date

Exhibit G



**GOVERNMENT CAPITAL
CORPORATION**

February 4, 2016

Jefferson County ESD NO. 4

Thank you for the opportunity to present proposed financing for Jefferson County ESD NO. 4 for the purchase of a 2015 Pierce pumper/tanker. The transaction would be structured as follows:

Borrower:	Jefferson County ESD NO. 4, TX
Issuer:	Government Capital Corporation
Financing Structure:	Tax Exempt Financing
Cost:	\$227,000.00
Down Payment:	\$0.00

Term:	<u>5 Annual</u>	<u>7 Annual</u>	<u>10 Annual</u>
Annual Payments:	\$48,690.35	\$35,802.06	\$26,464.86
Interest Rate:	2.379%	2.537%	2.892%
Payments Commence:	February, 2017 and annual thereafter.		

The above terms are subject to qualifications under 265(b)3 of the Internal Revenue Code, underwriting approval and mutually acceptable documentation. Proposed funding considers the total cost of borrowing including escrow fees and issuance costs. Terms subject to change if funding occurs more than 14 days from proposal date.

Please let me know if there are any questions about the proposed terms.

Sincerely,

Landon Newton

Government Capital Corporation
(817) 421-5400

The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation ("GCC"), in which GCC: (i) is acting solely for its own financial and other interests that may differ from yours; (ii) is not acting as your municipal advisor or financial advisor, and has no fiduciary duty to you with respect to this transaction; and (iii) is not recommending that you take an action with respect to this transaction.



FINANCIAL SOLUTIONS



Tax Exempt Lease Purchase

SALES ORGANIZATION:

Siddons – Martin - Doug

Contact information:

LESSEE:

Jefferson County ESD #4

Tuesday, February 02, 2016

TYPE OF EQUIPMENT:

2015 PMFD FXP 3000 Gallon Tanker

Kim Simon

EQUIPMENT COST:

\$227,000.00

Locator: B3-B230-05-07

CUSTOMER DOWNPAYMENT:

A) \$0.00 B) \$100,000.00

155 East Broad St

TRADE-IN:

\$0.00

Columbus, OH 43215

DELIVERY TIME:

Std delivery

P: (800) 820-9041, ext. 1

PAYMENT MODE:

Annual In Arrears

M: (614)-670-3994

FIRST PAYMENT DUE DATE:

1 Year After Lease Commencement

Fax: (800)-678-0602

LEASE COMMENCEMENT DATE:

Upon contract signing with Pierce

Kim.simon@pnc.com

Term	A) 5 years	A) 7 years	B) 5 years	B) 7 years
Number of Payments	5 annual	7 annual	5 annual	7 annual
Payment Amount	\$ 49,509.89	\$ 36,930.88	\$ 27,699.37	\$ 20,661.77

NOTE: All lease documents must be fully executed within 14 days of the date of this proposal. Failure to receive completed documents may alter the final payment schedule due to changes in rates and/or discounts. There will be a \$250 fee if an escrow option is necessary.

PERFORMANCE BOND: To utilize the prepay program, a performance bond is required. Said performance bond shall be paid for directly to Pierce manufacturing or financed by PNC Equipment Finance as part of the transaction

TYPE OF FINANCING: Tax-exempt Lease Purchase Agreement with a \$1.00 buy out option at end of lease term. Said agreement shall be a net lease arrangement whereby lessee is responsible for all costs of operation, maintenance, insurance, and taxes.

BANK QUALIFICATION: This proposal assumes that the lessee will not be issuing more than \$10 million in tax-exempt debt this calendar year. Furthermore, it is assumed that the lessee will designate this issue as a qualified tax-exempt obligation per the tax act of 1986.

LEGAL TITLE: Legal title to the equipment during the lease term shall vest in the lessee, with PNC Equipment Finance perfecting a first security interest

AUTHORIZED SIGNORS: The lessee's governing board shall provide PNC Equipment Finance with its resolution or ordinance authorizing this agreement and shall designate the individual(s) to execute all necessary documents used therein.

LEGAL OPINION: The lessee's counsel shall furnish PNC Equipment Finance with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to PNC Equipment Finance.

VOLUNTEER FIRE DEPARTMENTS: If Lessee is a Volunteer Fire Department, a public hearing under the requirements of Section 147(f) of the Internal Revenue Code of 1986 shall be conducted to authorize this transaction. It is recommended that a notice of the public hearing be published 10 to 14 days in advance of the public hearing.

This proposal will be valid for fourteen (14) days from the above date and is subject to final credit approval by PNC Equipment Finance and approval of the lease documents in PNC Equipment Finance's sole discretion. To render a credit decision, lessee shall provide PNC Equipment Finance with their most recent two years' audited financial statements, copy of their most recent interim financial statement, and current budget.

Accepted by: _____ Proposal submitted by Kim Simon

Exhibit H

The Carlton Law Firm, P.L.L.C.

2705 Bee Cave Road, Suite 200
Austin, Texas 78746

Phone: (512) 614-0901
Facsimile: (512) 900-2855

John J. Carlton
john@carltonlawaustin.com

February 9, 2016

VIA EMAIL: jeff.roebuck@jcesd4.com

Board of Commissioners
Jefferson County Emergency Services District No. 4
12880 FM 365
Beaumont, Texas 77705

Re: Hourly Special Counsel Engagement

Dear Commissioners:

This will confirm our agreement that The Carlton Law Firm, P.L.L.C. (the "Firm") will represent Jefferson County Emergency Services District No. 4 (the "District") as special counsel to assist with review and possible revision of contracts with the District's special providers.

The Firm represents many fire Districts and emergency services districts across the state. Some of our clients engage the Firm for a particular project or set of projects, as you have requested, and some engage the Firm as general counsel. Our engagement with and representation of the District will end at the completion of the project for which you specifically requested our assistance. The choice on representation lies entirely with the District, and we want you to understand the scope of our engagement, as it has been requested, is limited to those items described in the paragraph above. Additional work requested would be subject to another engagement agreement.

At the present time, the Firm has a fee structure ranging up to \$450 per chargeable hour for attorneys' services, depending on the individual involved and his or her level of experience and expertise. Additionally, we utilize Of-Counsel attorneys, paralegals and other support personnel to perform those tasks not requiring the time of an attorney. Of-Counsel attorney time is billed at an amount not to exceed \$225 per hour. Paralegal time is billed at an amount not to exceed \$160 per hour. We may also contract with outside counsel to assist on certain matters, and those costs will be passed through with no mark up.

We will submit all out-of-pocket expenses incurred for reimbursement. The Firm does not advance fee payments of any sort, including publication of required notices, if the amount of such fees or notices exceed \$250.00. We ask the client to pay directly all filing fees, charges for consultants, etc., due to the typical amount of those fees. We endeavor to provide a statement of services rendered and expenses incurred to the District by the 15th of each month. Full payment is due upon receipt of the statement.

Both I and my partner, Kelli Carlton, may perform some aspect of the Firm's representation of the District. Kelli's time will be billed at the current rate of \$275 per hour, and

The Carlton Law Firm, P.L.L.C.

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my time will be billed at the current rate of \$295 per hour. It is the policy of the Firm to review our fee structure annually. We will notify you prior to implementation of any change in our fee structure.

This agreement may be terminated by the District at any time by written notice to us, provided, when applicable, that permission for withdrawal is granted by the court. This agreement may be terminated by the Firm on 15 days' written notice that we are no longer in a position to continue representing the District in a particular matter for whatever reason, including nonpayment of fees and expenses within 30 days of receipt of an invoice.

In the interest of client confidentiality, it is the Firm's policy not to text the District's representatives or respond to text messages from the District or the District's representatives on matters relating to our representation of the District.

On November 7, 1989, the Texas Supreme Court adopted the Texas Lawyer's Creed - a Mandate for Professionalism. Paragraph II, subparagraph 1 of the Creed requires us to advise you of its contents when we undertake representation. A copy of the Creed can be found at <http://www.texasbar.com/Content/NavigationMenu/ForThePublic/FreeLegalInformation/Ethics/TheTexasLawyer'sCreed-English.pdf>. We intend to abide by the Creed.

If this agreement is acceptable to the District, please sign this letter in the space below and return it to us for our records. Once accepted by the District, this agreement replaces and supersedes any prior agreements or proposals for services between this Firm and the District. We look forward to working with you.

Sincerely,


The Carlton Law Firm, P.L.L.C.



John J. Carlton
Member

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

The matters set forth in this letter are understood and agreed to by the undersigned on behalf of Jefferson County ESD No. 4 on this 15 day of Feb, 2016.

By: 

Printed Name: Jeffrey Roebuck
Title: President

* Approved to a budget of \$3,000⁰⁰