



Hardin County Emergency Services District 7 Special Meeting Minutes Meeting on July 7, 2025

Special Meeting called to order at 6:30

1. Establish a quorum was present. Mr. Davis gave the invocation and lead Pledge of Allegiance.
2. A quorum was present: Present was Denise Marcontell and Curtis Davis, Daneen Oswalt, Tommy Shelton and Elena Kelley. Curtis Davis called the meeting to order at 6:30 P.M.
3. Discuss and review Service Provider Contract

a. Mr. Davis ask if anyone else from a leadership position within the VFD would be coming to the meeting. At which time he ask that it be noted that Mrs. Jackie Williams, Votaw and Thicket Volunteer Fire Department, Inc. treasurer, was the only representation present to review contract. He thanked her for being at the meeting. She was asked if she would be able to answer any questions or concerns the district may have. Her reply was, "I will try."

b. Mrs. Elena Kelley, Hardin County ESD #7 commissioner, read a timeline regarding how many times the contract was discussed and presented in ESD #7 meetings. Please see the attached.

c. Mrs. Oswalt ask questions on how this contract was developed and IF the vfd members had approved of the contract. It was determined that only a select few individuals drafted the contract. It had not gone up for a vote, and the VTF had NOT followed their own process. Thus, violating their own rules. Mr. Davis brought out that the current ESD 7 contract had only 4 items that were up for discussion. Please see the items from Mr. Barry.

1) The concern with the first medical responder. Mrs. Oswalt read the response from the district's attorney covering this item. It was re-stated that this is a district goal and MAY be initiated within the next few years. Key word is MAY.

2) The concern with the assets of the VFD. Mrs. Oswalt read the response from the district's attorney covering this item. At which time Mr. Davis ask if the VFD was all in agreement with

the proposed contract. Those in attendance stated that they were. Mr. Davis had Mrs. Diane Nelson read an excerpt from their (VTVFD) contract section 12 subsection C. Which reads:

C. Title to all Equipment and Facilities and all substantial renovations and improvements made thereto or purchased in whole or in part with District funds for use under this Agreement must be acquired in the name of the District. The Department agrees to use such Facilities and Equipment in accordance with this Agreement and the protocols adopted by the Department from time to time for Department to conduct terms of this Agreement.

All equipment & facilities; all substantial renovations & improvements that are made thereto.

Purchased in whole or in part (no matter how small the funding part is) with district funds must be in the district's name. Mr. Davis stated that the ESD is getting a fire truck donated to the district. And it will be assessed for any repairs that may be needed and corrected. He asks the VFD when that new fire truck is available, the VFD will be required to complete vehicle checks and required training to properly operate the new fire truck. Were they willing to complete the checks on the vehicle and the training to properly use it to respond to a fire within the district and the answer that was given was "We can't answer that" as to if it will be trained on and used. The VFD stated that there is still issues with the ownership of the vehicles remaining with the VFD.

3) The concern with the command structure portion of the contract was taken out as the vfd had requested.

4) Lastly, the section 12 of the contract was agreed by those in attendance advised that this section is not to be an issue.

No decision was made on the contract at this time.

4. Mr. Shelton made a motion to adjourn the meeting and was seconded by Mrs. Kelley. Motion carried all voting for the motion. 7:38 PM.

Respectfully Submitted July 8, 2025.
Daneen Oswalt, Secretary

Curtis G. Davis

President

July 5, 2025

I accepted the nomination and was appointed by Commissioner Young and Judge McDaniel. I took the Oath of Office on January 22, 2024. The oath reading IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS, I, Elena Kelley, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Emergency Services Commissioner of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of the State, so help me God.

This ESD has held 33 meetings with the first being February 20, 2024. I attended 32.

I would like to recap for everyone the timeline of the original contract offered to the V&TVFD as the service provider for HCESD#7.

HCESD#7 & VOTAW&THICKET VFD CONTRACT TIMELINE

June 17, 2024	HCESD#7 received a contract from VTVFD (1)
July 15, 2024	Awarded new HCESD#7 board member (Melanie Cotton) the opportunity to view the contract from the VTVFD
Aug. 17, 2024	HCESD#7 provided a revised contract to the VTVFD. (Mr. Bobby Love will have to give it to his attorney)
Sept. 17, 2024	Mr. Bobby Love stated VTVFD attorney still has contract
Oct. 21, 2024	Mr. Bobby Love stated VTVFD attorney still has contract
Nov. 18, 2024	Mr. Bobby Love stated VTVFD attorney still has contract
Dec. 16, 2024	Mr. Bobby Love stated VTVFD attorney still has contract
Jan 20, 2025	Both parties began line by line with revised contract form VTVFD attorney (no red line contract provided to ESD). Finished at line 6.7
Jan 27, 2025	Completed line by line on the contract with Mrs. Jackie Williams and Mr. Andy Barry. Mr. Bobby Love was not present.
Feb. 12, 2025	HCESD#7 provided a revised contract after consulting with Attorney with modifications.
Feb. 17, 2025	After confirming that Daneen Oswalt and Mr. Andy Barry had the same contract. (Mr. Andy Barry and Mrs. Jackie Williams had different contracts.) Changes were made and sent to Mr. Barry for VTVFD approval.
March 17, 2025	Mr. Bobby Love stated he nor Mrs. Jackie Williams had not seen the contract from Mr. Andy Barry. Tabled and emailed to Mr. Bobby Love and Mrs. Jackie Williams.
April 21, 2025	Mr. Andy Barry addressed Four (4) items on the contract they would like to change or omit. HCESD#7 will send back to our attorney. Tabled

May 19, 2025	ESD Attorney attended the meeting to clarify the (4) items in question. Mr. Bobby Love left meeting before contract discussion. Therefore, no fire department representative was present during discussion– Tabled. HCESD#7 attorney revised contract and emailed to Mr. Andy Barry (President).
June 16, 2025	Mr. Bobby Love received contract from Mr. Andy Barry on this date. Will not sign until he looks at it. Curtis Davis emailed the contract to Mr. Bobby Love again on June 17, 2025. Mr. Bobby Love stated he would have an answer before the HCESD#7 meeting on July 21, 2025.
June 30, 2025	The ESD was presented a contract after meeting had been adjourned by Dianne Nelson. After further research it was made public that Mrs. Nelson was not a member of the fire department until July 1, 2025.

THIS TIMELINE WAS TAKEN FROM THE MINUTES ON THE ESD WEBSITE.

Now, back to June 16, 2025. The ESD was told they would have a meeting to discuss the contract. I personally texted Mr. Bobby Love (June 23, 2025) to ask if there was going to be a special meeting or discuss at the regular meeting. Mr. Bobby Love responded in would be discussed at the regular Meeting (July 1, 2025). The only discussion about the contract was one that was presented to the HCESD#7.

And this is when I witnessed Diane Nelson was voted into the fire department.

The ESD asked for By-Laws and SOG's on July 15, 2024 and February 17, 2025 . Mr. Bobby Love stated he did not want to give them until they were revised. 1 year later the ESD gets by-laws but no SOG's have been provided to date.

On August 26th 2024 the ESD began our budget workshops. During the resumed budget workshop aimed at finalizing the budget for the upcoming fiscal year, a discussion arose regarding utility expenses, specifically the annual water bill. Mrs. Jackie Williams, a board member for the fire department mentioned that he was unsure of the exact amount because she had paid three months of the bill from her personal account.

On September 16, 2024 agenda item# 8. 2024 / 2025 Budget discussions and modifications.

From the minutes for September 16, 2024

#8. 2024/2025 Budget discussions and modifications: (a) Chief Love advised the ESD Board of a \$5120.00 bill from attorney Kate Leverage that the Votaw/Thicket VFD would like reimbursement for. This fee is for the legal paperwork to establish the ESD. Line items on the budget were adjusted to help with this cost. A total of \$4150.00 was adjusted for. Mrs. Marcontell made the motion to approve, and Mr. Dodson seconded, Motion carried.

Mr. Bobby Love presented the ESD with a letter (no date) to Judge Wayne McDaniel asking for \$5,150.00 (attached three invoices, Only One Invoice was attached). A letter dated August 27, 2024 from Judge McDaniel stated there was **no representative** at the commissioners meeting and that he would need to ask the ESD for the money. This information included an invoice dated August 9, 2024 for \$2,025.00, a payment receipt (from debit or credit card) from October 03, 2023 for \$2,575.00 and another payment

receipt from December 8, 2023 for \$550.00. Following a discussion with Commissioner Young, the court also requested receipts but did not receive them. The provided receipts total \$3,125.00, which does not match the amount of \$5,150.00.

Question? Why were these not submitted earlier?

The current contract from the ESD has 5-6 pages which cover the funds that will be transferring to the VFD and all that is needed to ensure financial transparency and accountability.

SUBCHAPTER C. ORGANIZATION, POWERS, AND DUTIES

Sec. 775.031. DISTRICT POWERS. (a) A district is a political subdivision of the state. To perform the functions of the district and to provide emergency services, a district may:

- (1) acquire, purchase, hold, lease, manage, occupy, and sell real and personal property or an interest in property;
- (2) enter into and perform necessary contracts;
- (3) appoint and employ necessary officers, agents, and employees;
- (4) sue and be sued;**
- (5) impose and collect taxes as prescribed by this chapter;
- (6) accept and receive donations;
- (7) lease, own, maintain, operate, and provide emergency services vehicles and other necessary or proper apparatus, instrumentalities, equipment, and machinery to provide emergency services;
- (8) construct, lease, own, and maintain real property, improvements, and fixtures necessary to house, repair, and maintain emergency services vehicles and equipment;
- (9) contract with other entities, including other districts or municipalities, to make emergency services facilities and emergency services available to the district;
- (10) contract with other entities, including other districts or municipalities, for reciprocal operation of services and facilities if the contracting parties find that reciprocal operation would be mutually beneficial and not detrimental to the district;
- (11) borrow money; and
- (12) perform other acts necessary to carry out the intent of this chapter.

If you go to any of our surrounding fire stations, the fire chief or staff is able to present SOG's, training and maintenance records and other documentation required.

You will also find our surrounding fire stations training twice a month or even every week.

And last but not least, the surrounding fire stations are required to wear PPE.

I understand we all want to use something as an example that is working, but we as and ESD#7 board and V&TVFD are not at the level that Saratoga, Batson & Sego operates at.

Let's talk about training issues: The ESD has never received any training records from current fire chief. The Fire Department budgeted only \$1000.00 for training.

Some form of calendar or planning system should be created for events, training & meetings in order for each entity to be aware of the activities going on. And I feel training is the most important.

On July 1, 2024 Mr. Bobby met Mr. Holbrook with the Texas A&M Forestry department to receive Bunker Gear. On August 26, 2024 the T&VVFD did not have PPE and budgeted \$3,000.00 for PPE. The V&TVFD did not have Bunker Gear. On June 30, 2025, Mr. Bobby Love stated he had bunker gear. Clarification is needed as to what type of bunker gear is available and the number of firemen that has bunker gear assigned.

Both the ESD and the V&TVFD wants to provide the best fire & medical services to the citizens in this district. But what about our men and women that risk their lives to serve this community. Proper PPE, maintenance, and use ensure the safety and effectiveness and bring each one of them home to their families. These men and women deserve to be trained and ready for our district needs. Communication and leadership are key factors in being successful and beneficial to the community.

I have only addressed a few discrepancies. But I have also found positive.

As I sit and jot my thoughts down in writing, I have on my mind a friends niece missing in the Hill Country floods that I have prayed for all day. Each of us has unique gifts, and when we come together in unity, we can achieve greater things than we could alone. Pride will destroy everything in its paths and that is exactly what is happening.

Thank you,

Elena Kelley