

STATE OF TEXAS §
 §
COUNTY OF HUNT §

RESOLUTION # 12,594

**A RESOLUTION OF THE COUNTY OF HUNT SUPPORTING THE
EXTENSION OF FM 1570 FROM STATE HIGHWAY 66 TO US
HIGHWAY 380**

WHEREAS, the County of Hunt recognizes the important benefit to the public of proper transportation facilities; and

WHEREAS, the County of Hunt recognizes the extension of FM 1570 from SH 66 to US Highway 380 to be a significant benefit to the public.

NOW, THEREFORE, IT IS HEREBY RESOLVED the Commissioner's Court of Hunt County authenticates its support of the extension of FM 1570 from SH 66 to US Highway 380.

ADOPTED this 8th day of January, 2013.

[Handwritten signature of Judge Horn]

Judge Horn

[Handwritten signature of Commissioner Evans]

Commissioner Evans

[Handwritten signature of Commissioner Atkins]

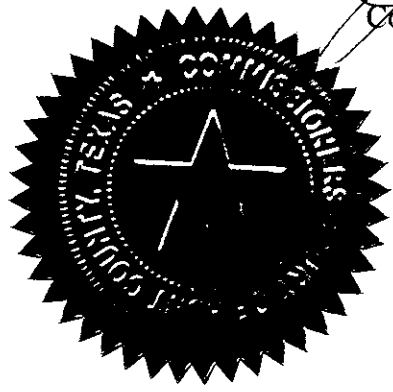
Commissioner Atkins

[Handwritten signature of Commissioner Martin]

Commissioner Martin

[Handwritten signature of Commissioner Latham]

Commissioner Latham



Attest:
[Handwritten signature of Jennifer Lindenzyg]

County Clerk

FILED FOR RECORD
at 11:00 o'clock A M
JAN 08 2013
JENNIFER LINDENZYG
County Clerk, Hunt County, Tex.
[Handwritten signature]

12, 596



children's museum
Hunt County Commissioners
Director's Report
January 8, 2013

Attendance	2011	2012
Jan	833	1,542
Feb	1,381	1,810
Mar	2,026	2,210
Apr	1,836	1,938
May	2,272	2,678
June	1,588	1,401
July	1,883	1,649
August	1649	1,877
September	585	743
October	1,157	878
November	1,290	1,619
December	534	584
Total	17,034	18,929

FILED FOR RECORD
at 1:00 o'clock P M

JAN 08 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex
By [Signature]

Dino Math
Students: 714
Volunteers: 53

December 6 – Brunch with Santa
Attendance (Volunteers, 2 year olds) - 304

January 19 – Super Saturday Free Admission Day from 9:30 to 4:30

February 2 – Daddy Daughter Dance “How Sweet It Is!”

- Changes in 2012**
- Paint in Primary Colors
 - Security Cameras
 - New computer, monitor, and another “gig”
 - Art work on girls and boys restrooms
 - Bois d’ Arc Tree
 - Classroom/kitchen
 - Scanner
 - Atmos Exhibit
 - Lone Star Pizza/Eatery
 - Multiple Exhibits from Museum of Nature and Science

#12,605

ATTORNEY EMPLOYMENT CONTRACT

STATE OF TEXAS

§
§
§

COUNTY OF HUNT

FILED FOR RECORD
at 1:00 o'clock P.M.
JAN 08 2013
By JENNIFER LINDENBERG
County Clerk, Hunt County, TX

THIS IS AN AGREEMENT between the County of Hunt, a political subdivision of the State of Texas, (hereinafter referred to as "Client") and Scott, Money & Ray, PLLC, (hereinafter referred to as "Attorney"), whose principal office address is PO Box 1353, 2608 Stonewall Street, Greenville, Texas 75403-1353, whereby Client retains and employs Attorney to represent Client in prosecuting Client's claims, as follows:

WITNESSETH:

Client hereby employs the aforementioned Attorney, and authorizes and empowers Attorney to institute and maintain, and to prosecute any claims arising out of illegal dumping in the unincorporated area of Hunt County, Texas, on County Road 1059 on or about December 28, 2012, in violation of Texas law, codes, rules and/or regulations. Specifically, Hunt County wishes to address an illegal dump of hazardous material and other waste by individuals and entities at that location, as well as any related environmental claims against associated persons or entities. Attorney hereby accepts said employment, and agrees to act on behalf of Client to the best of Attorney's ability. This Contract shall be subject to the following terms:

1. Definition of "Hunt County":

Our client is Hunt County, not its Commissioners Court, Commissioners, or County Judge. Out of necessity, we will abide by the wishes of the elected officials who make up the Commissioners Court, but our ethical duties will run to the County itself. All communications will be addressed to Hunt County c/o County Judge with copies to the Commissioners Court. Our representation in this matter is limited to Hunt County, and the term "Hunt County" does not include, and our representation of Hunt County does not mean, that we represent the managers, officers, or employees of Hunt County.

2. Scope of Work:

We have been hired to pursue a monetary fine arising from illegal dumping activities in the unincorporated areas of Hunt County, Texas in violation of Texas law, codes, rules and/or regulations. We may accomplish our objective through any means available, including litigation

and/or mediation. Our engagement is limited to providing legal services and does not include accounting, financial, management, or other non-legal services.

3. Conflicts of Interest:

Our investigations have identified several parties that are potentially adverse to Hunt County. We have checked our conflict of interest records and have found no indication of any current or prior representation that would be a conflict with any of these parties. If during the course of our representation you become aware of any other person or entity with interests adverse to Hunt County's in connection with illegal dumping matters, please promptly advise us so that we can check our records for any conflict.

Additionally, we represent many other companies and individuals. It is possible that during the time that we are representing Hunt County, some of our present or future clients will have disputes or transactions with Hunt County. This contract constitutes the agreement of Hunt County that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for Hunt County even if the interests of such clients in those other matters are directly adverse to Hunt County. We understand, however, that Hunt County has not agreed that we may use confidential information of Hunt County that we have learned during the course of our representation to the disadvantage of Hunt County nor that Hunt County has agreed we may represent another party adverse to Hunt County when there is a reasonable basis for Hunt County to believe its confidential information could be used to Hunt County's disadvantage.

In certain instances, it may become appropriate for Hunt County to consider seeking sanctions from a court against the opposition or opposition's counsel. If we reach a professional judgment that you should consider such, we will so advise Hunt County.

However, we reserve the right to decline to seek such sanctions because of conflicts or for other reasons. If we conclude that we are not able to seek such sanctions, but Hunt County desires to seek such sanctions, we will consult with Hunt County to determine alternative courses for Hunt County to follow.

4. Cooperation:

We will need the full cooperation of Hunt County and timely and full disclosure of facts and developments. We assume and must rely on the accuracy and completeness of the facts disclosed to us in providing our advice. In litigation matters, this is particularly important in order to satisfy discovery requests with respect to the causes of action alleged in the lawsuit. Failure to provide full

disclosure and discovery may cause the court to impose sanctions; these may be severe and may include striking defenses or claims and imposing monetary fines.

5. Personnel:

Daniel Ray will have the primary responsibility for representing Hunt County. Other lawyers in our firm and legal assistants may be involved when we believe it would be beneficial to Hunt County.

6. Evaluations:

Any views we express about a likely result are only expressions of our estimation, for we do not make representations or guarantees to Hunt County as to the probability of ultimate success or any particular result.

7. Records:

Hunt County should retain all originals and copies of documents Hunt County desires for future reference. At the conclusion of a matter Hunt County should advise us of which, if any, documents Hunt County wishes we return. We retain most of our file for a certain period of time, but ultimately our file will be destroyed. We do not contact our clients prior to such destruction. If Hunt County wants any documents returned upon conclusion of this matter, Hunt County must request such at that time. In the absence of such a request, we disclaim responsibility for the return of any documents or their preservation for any particular length of time.

8. Disclosure to Third Parties:

From time to time we use services provided by third parties. These include litigation support, storage, document management, computer systems, information technology services, accounting and financial services, and similar services. We also may use contract lawyers and non-lawyers in certain matters. As a result, these parties may have access to confidential client information. We endeavor to deal only with providers who understand our obligation to maintain the confidences of our clients. Your signature below shall signify the consent of Hunt County to our use of such third parties and the resulting disclosure of potential confidential information.

9. Fee:

Hunt County will pay no fees for work done on this matter. Instead, Attorneys will seek attorney fees and recovery of expenses from the opposing parties, as allowed under Texas Water Code Section 7.108. If opposing parties do not pay fines or attorney fees or agree to a real or personal property lien under the final Agreed Final Judgment approved by the County and Attorney General, Attorneys will not be paid for the work covered by this contract. In no event will the

County be required to pay for attorney fees or expenses, except as outlined in Paragraph 10, below.

10. Expenses and Rates:

All reasonable expenses incurred by Attorney in the handling of this project shall be deducted from the County's portion of the gross settlement proceeds at the time the case is settled or resolved (which will be 50% of any civil fine under Texas Water Code Section 7.107). Attorney will make every reasonable attempt to seek payment of these expenses from defendants in the case.

The expenses contemplated by this section include but are not limited to any and all out of pocket expenses incurred in connection with this case, including but not limited to the following expenses: filing fees, court costs, certified copies of documents, pleadings, orders, etc., transcripts, depositions, duplication costs, postage, office supplies, photographs, trial exhibits, long distance phone & fax calls, appraisal fees, consultants, expert witnesses and other fees associated with preparation and trial testimony, investigation fees, delivery charges, overnight mail/parcel services, parking, toll road & mileage expenses, out of town expenses including travel expense, air fare, hotels, meals, and any other expense incurred in connection with the matter.

Attorney's billable rate for environmental enforcement in this and other cases around the State of Texas is \$800/hour. Attorney's paralegals bill for environmental enforcement work at a rate of \$175 hour. Payment of attorney's fees and expenses listed in this Section 10 will be sought from any named defendants under the terms set by the Texas Legislature in Texas Water Code, Subchapter H, Section 7.354.

11. Media Inquiries and Contacts:

From time to time, we may receive media inquiries concerning this matter. Applicable ethical requirements may preclude or limit our response to those inquiries. Subject to ethical limitations, we will abide by Hunt County's instructions concerning whether and in what manner we respond to media inquiries. In the absence of specific instructions, we will respond to such inquiries in accordance with our judgment, revealing non-confidential information when it is ethical to do so and appears to advance Hunt County's interests. If Attorney believes it is in the County's best interest, this office may contact local media, national media, or major-market media in affected regions, and provide information on the basis of the case and the status of the enforcement suit or related activities.

12. Electronic Mail:

In the course of our representation, we may have occasion to communicate with Hunt County and with others by electronic mail. Such communications will not be encrypted. Although interception of such communications by a third party would constitute a violation of federal law, we

can offer no assurance that such interception will not occur. We will abide by any instructions Hunt County may give us concerning electronic mail communications; in the absence of such instructions, we will use our own judgment regarding the advisability of using such means of communication.

13. Texas Law to Apply

This Agreement shall be construed under and in accordance with the laws of Texas, and all obligations of the parties created hereunder are performable in Hunt County, Texas.

14. Parties Bound

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

15. Legal Construction

In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16. Prior Agreements Superseded

This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

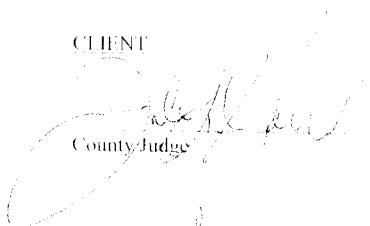
TAX DISCLOSURE AND ACKNOWLEDGMENT:

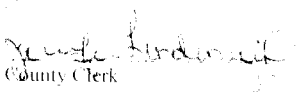
CLIENT IS ADVISED TO OBTAIN INDEPENDENT AND COMPETENT TAX ADVICE REGARDING THESE LEGAL MATTERS SINCE LEGAL TRANSACTIONS CAN GIVE RISE TO TAX CONSEQUENCES.

THE UNDERSIGNED LAW FIRM AND ATTORNEY HAVE NOT AGREED TO RENDER ANY TAX ADVICE AND ARE NOT RESPONSIBLE FOR ANY ADVICE REGARDING TAX MATTERS OR PREPARATION OF TAX RETURNS, OR OTHER FILINGS, INCLUDING, BUT NOT LIMITED TO, STATE AND FEDERAL INHERITANCE TAX AND INCOME TAX RETURNS.

THIS CONTRACT IS SIGNED in Hunt County, on January 8, 2013.

CLIENT


County Judge


County Clerk

ATTORNEY

Daniel W. Ray

