

Hunt County Kids, Inc.
8493 Hwy 34 S. — P.O. Box 2306
Quinlan, TX 75474
214-762-7550 972-824-7328
huntcountykids.org 501(c)(3) organization

#13,715
FILED FOR RECORD
at 11:10 o'clock A M

JUN 23 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By J. Lindenzweig

OUR MISSION:

Help meet the needs of underprivileged children.

OUR GOALS:

1. To focus and coordinate our energy and talents the best way possible toward raising social consciousness and awareness of the needs of the children in our area.
2. To promote understanding and tolerance within the local communities by increasing awareness of multiple cultures and various co-existing backgrounds.
3. To sponsor or co-sponsor events or work in collaboration with other organizations that share our vision of community responsibility.
4. To volunteer our time and resources to accomplishing and maintaining our goals.
5. To raise funds to provide our organization with the means necessary to accomplish the aforementioned goals.

ABOUT US:

HUNT COUNTY KIDS INC was founded in 2007 as a 501(c)(3) charity organization to benefit under-privileged children in Hunt County.

Approximately 65 to 70 percent of the children attending Southern Hunt County Schools are living in homes that are economically challenged. The majority of the families we assist are living in dire and unbelievable conditions.

Although we have assisted many families with children county wide - most of our services are given in the Quinlan/Lake Area of Southern Hunt County.

We work very closely with our local schools, churches, and local agencies to address the needs of the children that are not being met by other available services.

We, HUNT COUNTY KIDS, believe it is our duty to help with the needs of these children. They are the responsibility of the community.

We take referrals from school nurses, counselors and other organizations countywide and provide assistance where it is needed most.

This past year before school started we provided backpacks and school supplies for 447 local students. Cost \$17,000.

We clothed 178 QISD students with clothes they could wear to school. Cost: \$8,619.

(CAP) Christmas Assistance Program: With the help of the Desgraciados, Sanus Health Care, Gloryland Baptist Church, First United Methodist Church and Terrell Toys for Tots we served 354 kids. Our cost \$5,000.

The Medical Assistance Program is funded by Hunt Memorial Hospital District. Most any medical expense, not paid for by Medicaid, can be paid for by this program providing the family meets our requirements.

Our Emergency Response Program is partially funded by United Way of Hunt County and it covers most any expense that falls through the cracks of our other programs.

We have worked hand in hand with Lake Area Shared Ministries to assist needy families with utility bills, temporary housing, clothing, food, baby food, medications, school supplies, Christmas, diapers, car seats, coats, shoes, blankets and the list goes on... Our cost \$12,000.


Sponsoring Organizations and Businesses

Farmers Electric Co-op Foundation
United Way of Hunt County
Quinlan ISD
American National Bank
Hunt Memorial Hospital District
L-3 Spirit of Christmas
AT&T Pioneers
Quinlan First United Methodist Church
Gloryland Baptist Church
Sanus Healthcare
Tawakoni News
Quinlan Wal-Mart
American Legion Ladies Auxiliary
Slaughter Insurance
Desgraciatos
Brookshire's Food
First Assembly of God Church
And numerous individuals who truly care about our children

Hunt County Kids Board:

Janet Jones – President
Ben Bennett – Director/VP
June Applen – Director/Manager
Vonda Jack – Assistant Manager
Wilma Elrod - Director/Secretary

OGDEN UT 84201-0038


017171.123802.0071.002 1 MB 0.404 536




HUNT COUNTY KIDS INC
% JUNE APPLEN
PO BOX 2306
QUINLAN TX 75474-0039

017171

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT,
EVEN IF YOU ALSO HAVE AN INQUIRY.

 The IRS address must appear in the window.

Use for payments

BODCD-TE

0438081548

Letter Number: LTR4168C
Letter Date : 2012-10-26
Tax Period : 000000

INTERNAL REVENUE SERVICE

OGDEN UT 84201-0038





261939031

HUNT COUNTY KIDS INC
% JUNE APPLEN
PO BOX 2306
QUINLAN TX 75474-0039

261939031 LH HUNT 00 2 000000 670 000000000000

OGDEN UT 84201-0038

In reply refer to: 0438081548
Oct. 26, 2012 LTR 4168C 0
26-1939031 000000 00
00024953
BODC: TE

HUNT COUNTY KIDS INC
% JUNE APPLIN
PO BOX 2306
QUINLAN TX 75474-0039



017171

Employer Identification Number: 26-1939031
Person to Contact: Sarah Jensen
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Oct. 17, 2012, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(03) of the Internal Revenue Code in a determination letter issued in August 2008.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

The Hunt County logo may only be used to represent authorized entities, for promotional or advertising purposes only.

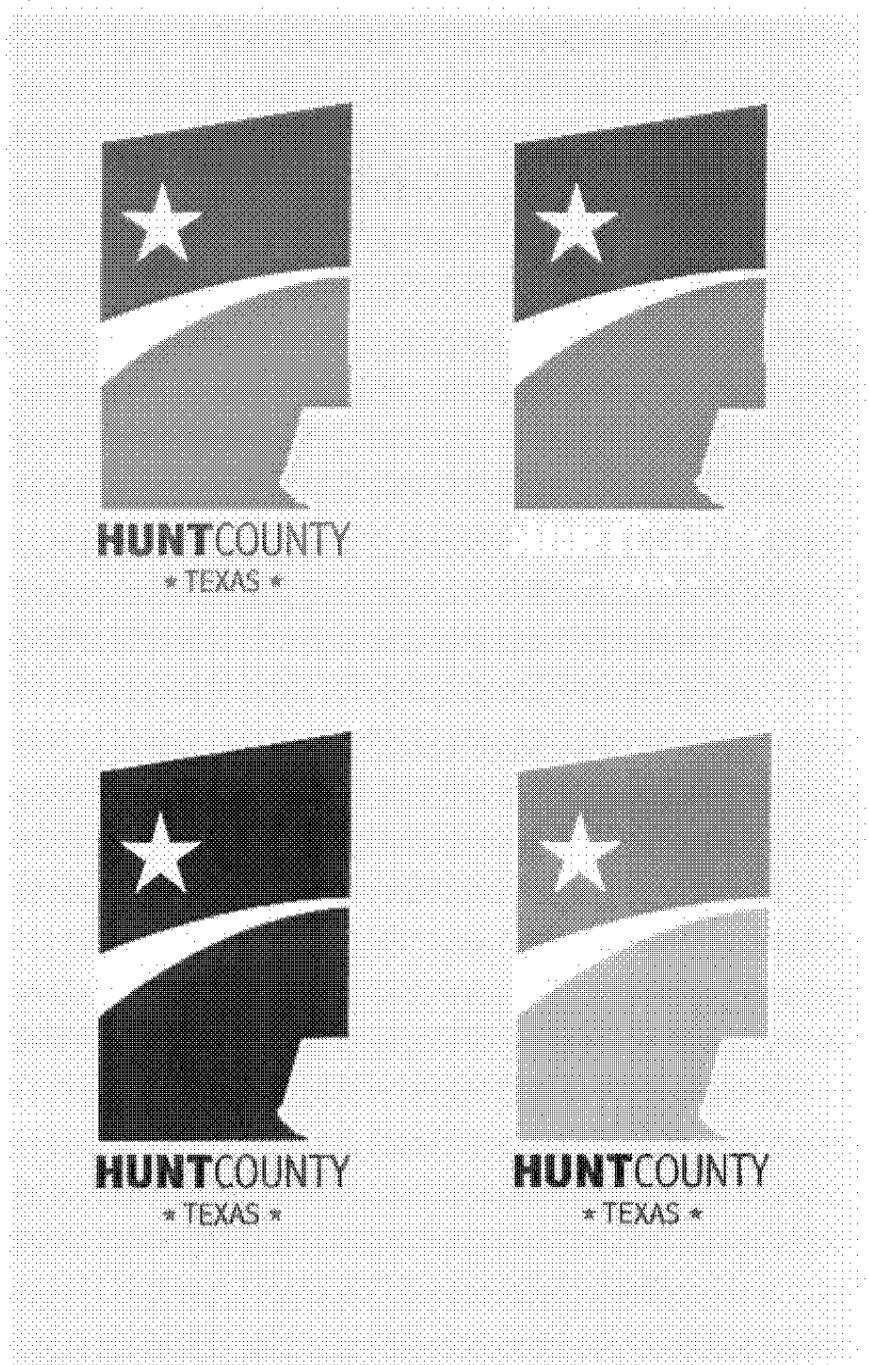
The logo may only be resized proportionate to the original artwork.

The logo must be outlined in white, as shown, except when placed on white background or media.

Lettering may only be in the typeface and proportion shown, presented in blue color (specified below). White lettering may be substituted on dark background or media.

Old Glory Blue:
HEX: 0052A5
RGB: 224, 22, 43
Pantone: 281C

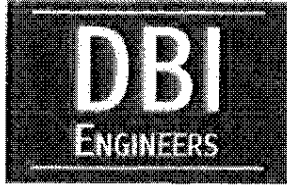
Old Glory Red:
HEX: E0162B
RGB: 0, 82, 165
Pantone: 193C



13,716
FILED FOR RECORD
at 11:12 o'clock A.M

JUN 23 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: [Signature]



#13,417
 FILED FOR RECORD
 at 11:40 o'clock 9 M
 JUN 23 2015
 JENNIFER LINDENZWEIG
 County Clerk, Hunt County, TX
 By *[Signature]*

June 23, 2015

The Honorable Judge John Horn and County Commissioners
 Hunt County
 2507 Lee Street, 2nd Floor
 Greenville, Texas 75401

[Handwritten initials]

RE: TxCDBG – STEP, Contract No. 7214036
 Materials Bid Recommendation

Dear Judge Horn & Commissioners:

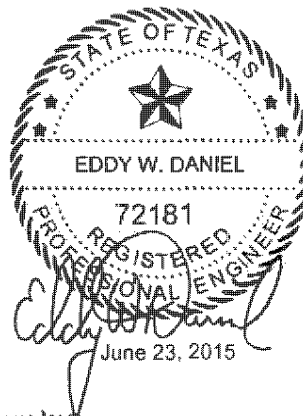
Attached please find the bid tabulation for the TxCDBG – STEP Grant Material Project. The bids were opened on Thursday, June 4, 2015 at 2:00 pm. There were two bidders for the Project. The lowest responsible bidder was Underground Utility Supply, Longview, TX. The lowest bid amount is \$102,791.71. The bid is within the budgeted amount for the project.

Underground Utility Supply has successfully supplied materials for other projects for Daniel & Brown Inc. in the past and as such DBI believes they have the experience and reputation to successfully fulfill the requirements of the project. It is the recommendation of Daniel & Brown Inc. to award the materials for this project to Underground Utility Supply in the amount of \$102,791.71.

If you should have any questions or need additional information, please feel free to contact me.

Sincerely,

[Signature of Eddy Daniel]
 Eddy Daniel, P.E.



Hunt County on behalf of Shady Grove WSC

Bid Tabulation Form for 2013 STEP Grant Waterline Improvement Project - Materials

Bid Date: Thursday, June 4, 2015 @ 2:00 pm

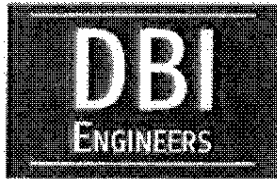
ITEM #	ITEM DESCRIPTION	Underground Utility Supply Longview, TX			Ferguson Waterworks Tyler, TX		
		Qty	Unit	Total	Qty	Unit	Total
1	Furnish 8" C-909 PVC with appurtenances	4,000	5.80	\$23,200.00	4,000	6.12	\$24,480.00
2	Furnish 4" C-909 PVC with appurtenances	9,600	1.84	\$17,664.00	9,600	1.81	\$17,376.00
3	Furnish 16" steel casing for SH bore	300	35.84	\$10,752.00	300	23.98	\$7,194.00
4	Furnish 16" steel casing for SH bore	80	36.53	\$2,922.40	80	23.98	\$1,918.40
5	Furnish 16" PVC casing for county road bore	80	16.69	\$1,335.20	80	19.07	\$1,525.60
6	Furnish 8" PVC casing for county road bore	130	6.95	\$903.50	130	6.35	\$825.50
7	Furnish 8" PVC casing for creek bore	40	8.06	\$322.40	40	6.35	\$254.00
8	Furnish 2" PVC casing for long side service bore	80	0.62	\$49.60	80	0.55	\$44.00
9	Furnish 8" gate valve with appurtenances	17	760.00	\$12,920.00	17	749.74	\$12,745.58
10	Furnish 4" gate valve with appurtenances	13	492.00	\$6,396.00	13	413.60	\$5,376.80
11	Furnish 2" gate valve with appurtenances	1	265.00	\$265.00	1	365.11	\$365.11
12	Furnish 8" x 6" MJ reducer with appurtenances	2	95.00	\$190.00	2	121.09	\$242.18
13	Furnish 8" x 4" MJ reducer with appurtenances	3	89.00	\$267.00	3	111.48	\$334.44
14	Furnish 4" x 3" MJ reducer with appurtenances	1	47.00	\$47.00	1	64.19	\$64.19
15	Furnish 8" 90 degree MJ elbow with appurtenances	3	145.00	\$435.00	3	172.79	\$518.37
16	Furnish 4" 90 degree MJ elbow with appurtenances	1	63.00	\$63.00	1	81.00	\$81.00
17	Furnish 8" 45 degree MJ elbow with appurtenances	7	116.00	\$812.00	7	143.33	\$1,003.31
18	Furnish 4" 45 degree MJ elbow with appurtenances	2	52.00	\$104.00	2	70.73	\$141.46
19	Furnish 8" x 4" MJ tee with appurtenances	1	149.00	\$149.00	1	184.52	\$184.52
20	Furnish 8" MJ tee with appurtenances	4	214.00	\$856.00	4	254.75	\$1,019.00
21	Furnish 4" MJ tee with appurtenances	4	84.00	\$336.00	4	111.22	\$444.88
22	Furnish 8" x 2" tapping saddle with appurtenances	1	78.00	\$78.00	1	74.55	\$74.55

Hunt County on behalf of Shady Grove WSC

Bid Tabulation Form for 2013 STEP Grant Waterline Improvement Project - Materials

Bid Date: Thursday, June 4, 2015 @ 2:00 pm

ITEM #	ITEM DESCRIPTION	Underground Utility Supply Longview, TX			Ferguson Waterworks Tyler, TX		
		Qty	Unit	Total	Qty	Unit	Total
23	Furnish 8" cap with appurtenances	1	62.00	\$62.00	1	75.78	\$75.78
24	Furnish 4" cap with appurtenances	1	29.00	\$29.00	1	38.45	\$38.45
25	Furnish 2" cap with appurtenances	3	21.00	\$63.00	3	46.65	\$139.95
26	Furnish flush valve assembly with appurtenances	3	757.00	\$2,271.00	3	774.18	\$2,322.54
27	Furnish long side service with appurtenances	2	325.00	\$650.00	2	468.53	\$937.06
28	Furnish short side service with appurtenances	3	152.40	\$457.20	3	449.22	\$1,347.66
29	Furnish mega lugs	1	4,385.61	\$4,385.61	1	3,460.96	\$3,460.96
30	Furnish blocking for entire project	1	10.00	\$10.00	1	309.12	\$309.12
31	Furnish valve and waterline signs	30	26.00	\$780.00	30	37.00	\$1,110.00
32	Furnish tracer wire	14,000	0.07	\$980.00	14,000	0.75	\$10,500.00
33	Furnish test station	15	36.00	\$540.00	15	25.00	\$375.00
34	Furnish Fire Hydrant Assemblies	5	2,499.36	\$12,496.80	5	2,481.06	\$12,405.30
				\$102,791.71			\$109,234.71



#13,718

FILED FOR RECORD
at 11:40 o'clock A.M.

JUN 23 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *Jennifer Lindenzweig*

June 23, 2015

The Honorable Judge John Horn and County Commissioners
Hunt County
2507 Lee Street, 2nd Floor
Greenville, Texas 75401

RE: TxCDBG – STEP, Contract No. 7214036
Waterline Bores Bid Recommendation

Dear Judge Horn & Commissioners:

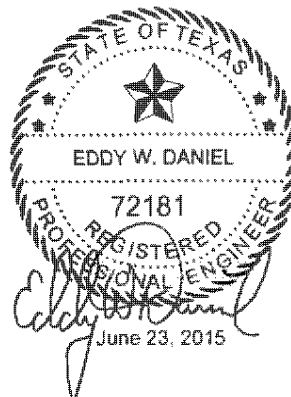
Attached please find the bid tabulation for the TxCDBG – STEP Grant Waterline Bores Project. The bids were opened on Thursday, June 4, 2015 at 10:00 am. There was one bidder for the Project. The lowest responsible bidder was Terry Black Construction, Alto, TX. The lowest bid amount is \$76,980.00. The bid is within the budgeted amount for the project.

Terry Black Construction has successfully completed other projects for Daniel & Brown Inc. in the past and as such DBI believes they have the experience and reputation to successfully fulfill the requirements of the project. It is the recommendation of Daniel & Brown Inc. to award the waterline bores project to Terry Black Construction in the amount of \$76,980.00.

If you should have any questions or need additional information, please feel free to contact me.

Sincerely,

Eddy W. Daniel
Eddy Daniel, P.E.



Hunt County on behalf of Shady Grove WSC

Bid Tabulation Form for 2013 STEP Grant Waterline Improvement Project - Bores

Bid Date: Thursday, June 4, 2015 @ 10:00 am

ITEM #	ITEM DESCRIPTION	Terry Black Construction Alto, TX		
		Qty	Unit	Total
1	Install state highway bore, 8 inch waterline, 16 inch steel casing	300	144.00	\$43,200.00
2	Install state highway bore, 8 inch waterline, 16 inch steel casing	80	128.00	\$10,240.00
3	Install county road bore, 8 inch waterline, 16 inch PVC casing	80	128.00	\$10,240.00
4	Install county road bore, 4 inch waterline, 8 inch PVC casing	130	40.00	\$5,200.00
5	Install creek bore, 4 inch waterline, 8 inch PVC casing	40	40.00	\$1,600.00
6	Install driveway bore, no encasement	150	30.00	\$4,500.00
7	Install long side service bore	80	25.00	\$2,000.00
TOTAL OF ALL BID ITEMS (1 thru 7)				\$76,980.00



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

July 10, 2015

#13,719

Amanda L. Blankenship
Executive Administrative Assistant
Hunt County Judge's Office
2507 Lee Street
Greenville, Texas 75403

FILED FOR RECORD
at 3:15 o'clock P M

JUL 15 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: [Signature]

Re: Hunt County, Texas Approved Contingent Fee Legal Services Contract

Dear Amanda,

Please find enclosed an approved contingent fee legal services contract for Hunt County, Texas, which was approved by our Deputy Comptroller.

If there are any questions, please contact Joe Madden at 512-475-5602.

Sincerely,

Susan Schwartz
Legal Assistant

1. Name, mailing address, and website of requesting public agency as defined in §30.003(3) Texas Water Code.

Response:

Name: Hunt County, Texas
Address: 2507 Lee Street
Greenville, Texas 75401
Website: <http://www.huntcounty.net>

2. Name, mailing address, e-mail address, phone, and fax number of the primary contact person for this request, and one backup contact person for this request, for the requesting public agency.

Response:

Primary and Backup Contact Persons:

Name: Primary: County Judge John L. Horn;
Backup: Amanda Blankenship, Administrative Assistant to
Hunt County Judge.
Address: 2507 Lee Street
Greenville, Texas 75401
E-Mail: jhorn@huntcounty.net (County Judge John Horn);
amandab@huntcounty.net (Amanda Blankenship)
Phone: (903) 408-4146
Fax: (903) 408-4299

3. Specify all of the following and include the attachment:
 - (a) general enabling legislation or authority for the public agency *and* the specific legislation or authority that brings the submitting entity within the provisions of §30.003(3), Texas Water Code and therefore §403.0305, Tex Gov't Code;

Response:

Hunt County is a "Public agency" as defined within Texas Water Code §30.003(3) because it is a "political subdivision...which has the power to own and operate waste collection, transportation, treatment, or disposal facilities or systems."

- (b) legal authority to enter into outside counsel contracts; and

Response:

Hunt County's legal authority to enter into outside counsel contracts is contained in the Texas Constitution, Article V, Section 18(b), as applied and interpreted by the Texas Supreme Court's opinions in *Adams v. Seagler*, 112

Tex. 583, 25 S.W. 413 (Tex. 1923) and *Guynes v. Galveston County*, 861 S.W.2d 861 (Tex. 1993), and Texas Attorney General Opinions Number GA-0153 (2004) and LO-97-011 (1997).

- (c) description of governing body or elected or appointed officer.

Response:

Hunt County is a political subdivision of the State of Texas. Hunt County's Commissioners' Court is made up of five elected officials: four Commissioners and one County Judge.

Attach a copy of the resolutions or minutes approving signature of the contract on behalf of the public agency.

Response:

See Exhibit A: Signed and entered Resolution of The Hunt County Commissioners' Court on June 23, 2015.

4. Specify whether this is a new contract or a renewal or amendment of a prior contract and requested effective date. For renewals or amendments, attach the written approval of the Comptroller's Office of the initial contract under these provisions or an explanation as to why it is not attached.

Response:

The contract (attached as Exhibit B) is a new contract, and is not a renewal of a previous contract. Hunt County previously submitted a contract to the Texas Comptroller on the same topic, received comments from the Comptroller's office and is now submitting a new contract in response to the Comptroller's comments.

5. State the reason for the request and describe the legal services that are required.

Response:

Hunt County seeks review and approval of the attached contract due to the requirements of Texas Government Code Section 403.0305. The legal services required include civil enforcement of Texas' illegal dumping laws under Texas Water Code Section 7.351(a), as well as related laws within the Texas Water Code and Texas Health and Safety Code.

6. Are the legal fees and expenses estimated to be \$25,000 or more for this contract? If "yes" answer (a) and (b) below.

Response:

Yes, the legal fees are estimated to be more than \$25,000 for this contract.

- (a) Did the public agency publish a Request for Proposal/Request for Information (“RFP/RFI”) in the *Texas Register*, or any other publication for these legal services? Explain. If yes, attach a copy.

Response:

No because the provisions regarding publishing a request in the *Texas Register* do not apply for this contract.

- (b) If no RFP/RFI was published, provide an explanation of the circumstances that justified no solicitation or request for information.

Response:

Hunt County is not a state agency.

7. In certain circumstances, Chapter 2254, Subchapter C, Tex Gov’t Code, prescribes the manner in which a contingency fee must be computed. So that we may determine whether Chapter 2254, Subchapter C, Tex Gov’t Code, applies to your proposed contract, please answer the following questions. If one recovery is expected under the contract, will the estimated amount that may be recovered exceed \$100,000? If a series of recoveries under the contract is contemplated, will the estimated amount that may be recovered under any one recovery exceed \$100,000? Explain.

Response:

Hunt County expects one recovery under this contract and the amount to be recovered will exceed \$100,000.

8. Name, mailing address, e-mail address, phone and fax number of the lead contact at the requesting public agency who will be responsible, after contract signature and approval, for communicating with and supervising the work of the outside counsel.

Response:

Name: Hunt County Judge John L. Horn
Address: 2507 Lee Street
Greenville, Texas 75401
E-Mail: jhorn@huntcounty.net
Phone: (903) 408-4146
Fax: (903) 408-4299

9. Attach a copy of all of the following, or for any not attached, a detailed explanation as to why not attached:

- (a) the Office of the Attorney General’s prior written approval as required under §402.0212, Tex Gov’t Code, and Subchapter C, Chapter 2254, Tex Gov’t Code;

Response:

No documents are attached for this portion of the questionnaire because these sections of the Government Code do not apply to counties.

- (b) the governor's prior written approval and signature as required under §2254.103(c), Tx Gov't Code;

Response:

No documents are attached for this portion of the questionnaire because these sections of the Government Code do not apply to counties.

- (c) the Legislative Budget Board's written finding as required under §2254.103(e), Tex Gov't Code, and Article IX, Sec. 16.01(k)(1), App Act; and

Response:

No documents are attached for this portion of the questionnaire because these sections of the Government Code do not apply to counties.

- (d) the written finding by the governing body, elected or appointed officer, or governor, as appropriate under §2254.103(d), Tex Gov't Code, that:
 - (1) there is a substantial need for the legal services;
 - (2) the legal services cannot be adequately performed by the attorneys and supporting personnel of the public agency or by the attorneys and supporting personnel of another public agency; and
 - (3) the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained or because the public agency does not have appropriated or other budgeted funds available to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Response:

The Resolution with the requested language is attached as Exhibit A. Please also refer to the Contract which is contained at Exhibit B, in paragraphs 1.01 and 1.02.

- 10. Attach a scanned copy of the proposed final contract, as signed and dated on behalf of the public agency and the proposed counsel, that complies with all of the following requirements.

The proposed contract (or renewal or amendment) must include a provision that the contract (or renewal or amendment) is effective after review and approval by the

Comptroller. Specify the contract (or renewal or amendment) page # and contract section # that includes this provision.

Response:

The language stating that the contract will not be effective until after review and approval by the Comptroller is found at page #6, contract section #3.01.

Also specify the page # and section # of the scanned contract that includes each of the following provisions [items (a) through (u)] or, if any are not included, a detailed explanation as to why the specific provision is not included.

- (a) the contracting attorney or law firm must keep current and complete written time and expense records that describe in detail the time and money spent each day in performing the contract as required under §2254.104(a), Tex Gov't Code.

Response:

Contract page #6; contract section #3.02.

- (b) the contracting attorney or law firm shall permit the governing body or governing officer of the public agency, the attorney general, and the state auditor, or other officials as appropriate, to inspect or obtain copies of the time and expense records at any time on request, as required under §2254.104(b), Tex Gov't Code.

Response:

Contract page #6; contract section #3.03.

- (c) on conclusion of the matter for which legal services were obtained, the contracting attorney or law firm shall provide the public agency with a complete written statement that describes the outcome of the matter, states the amount of any recovery, shows the contracting attorney's or law firm's computation of the amount of the contingent fee, and contains the final complete time and expense records, as required under §2254.104(a), Tex Gov't Code.

Response:

Contract page #6 contract section #3.04.

- (d) provisions regarding disclosure and public information that meet the requirements of §2254.104(d), Tex Gov't Code.

Response:

Contract page #6; contract section #3.05.

- (e) method by which the contingent fee is computed, as required under §2254.105(1), Tex Gov't Code.

Response:

Contract page #3; contract sections #2.03 and 2.04.

- (f) the differences, if any, in the method by which the contingent fee is computed if the matter is settled, tried, or tried and appealed, as required under §2254.105(2), Tex Gov't Code.

Response:

Contract page #3; contract sections #2.03 and 2.04.

- (g) the method for payment of litigation and other expenses and, if reimbursement of any expense is contingent on the outcome of the matter or reimbursable from the amount recovered in the matter, whether the amount recovered for purposes of the contingent fee computation is considered to be the amount obtained before or after expenses are deducted, as required under §2254.105(3), Tex Gov't Code.

Response:

Contract page #3 through page # 4; contract sections #2.05 through #2.08.

- (h) provision that any subcontracted legal or support services performed by a person who is not a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm is an expense subject to reimbursement only in accordance with Subchapter C, Chapter 2254, Tex Gov't Code, as required under §2254.105(4), Tex Gov't Code.

Response:

Contract page #6; contract sections #3.07. See also contract page #7, contract section # 3.09.

- (i) provision that the amount of the contingent fee and reimbursement of expenses under the contract will be paid and limited in accordance with Subchapter C, Chapter 2254, Tex Gov't Code, as required under §2254.105(5), Tex Gov't Code.

Response:

Contract page #7; contract section #3.10.

- (j) establishment of the reasonable hourly rate for work performed by an attorney, law clerk, or paralegal who will perform legal or support services under the contract based on the reasonable and customary rate in the relevant locality for the type of work performed and on the relevant experience, demonstrated ability, and standard hourly billing rate, if any, of the person performing the work, as required under §2254.106(a) Tex Gov't Code.

Response:

Contract page #7; contract section #3.08.

- (k) for rates established under (j) above, the highest hourly rate for a named person under a rate schedule may not exceed \$1,000 an hour, as required under §2254.106(a), Tex Gov't Code.

Response:

Contract page #7, contract section #3.08.

- (l) establishment of a base fee, as required under §2254.106(b), Tex Gov't Code.

Response:

Contract page #7; contract section #3.08.

- (m) subject to the limitation under §2254.106(d), Tex Gov't Code, computation of the contingent fee by multiplying the base fee under §2254.106(b), Tex Gov't Code, by a reasonable multiplier based on any expected difficulties in performing the contract, the amount of expenses expected to be risked by the contractor, the expected risk of no recovery, and any expected long delay in recovery, as required under §2254.106(c), Tex Gov't Code.

Response:

Contract page #7; contract section #3.08.

- (n) in addition to establishing the method of computing the fee under §2254.106(a),(b) and (c), Tex Gov't Code, limitation of the amount of the contingent fee to a stated percentage of the amount recovered and provision that the contingent fee will not exceed the lesser of the stated percentage of the amount recovered or the amount computed under §2254.106(a),(b) and (c), Tex Gov't Code, as required under §2254.106(d), Tex Gov't Code.

Response:

Contract page #7; contract section #3.08.

- (o) optional in discretion of public agency, limitation of the amount of expenses that may be reimbursed and provision that the amount or payment of only part of the fee is contingent on the outcome of the matter for which the services were obtained, with the amount and payment of the remainder of the fee payable on a regular hourly basis without regard to the outcome of the matter, as provided under §2254.106(e), Tex Gov't Code.

Response:

Hunt County has not utilized this optional section regarding expenses. See contract page #3-4; contract sections #2.05-#2.08 limits expenses.

- (p) except as provided in §2254.107, Tex Gov't Code, for mixed hourly and contingent fee contracts or for reimbursement of subcontracted work, the

§2254.106, Tex Gov't Code, requirements [items (j) through (o) above] do not apply to a contingent fee contract for legal services in which the expected amount to be recovered and the actual amount recovered do not exceed \$100,000; or under which a series of recoveries is contemplated and the amount of each individual recovery is not expected to and does not exceed \$100,000, as provided under §2254.106(f), Tex Gov't Code.

Response:

The Contract is not a contract for mixed hourly and contingent fees. Please see the responses to items (j) through (o) above.

- (q) for each individual recovery that exceeds \$100,000 under a contract described in (p) above, the §2254.106, Tex Gov't Code, requirements [items (j) through (o) above] do apply and contract includes provisions for computing the fee in accordance with such requirements for each individual recovery that actually exceeds \$100,000, as provided under §2254.106(f), Tex Gov't Code.

Response:

Hunt County anticipates a single recovery in excess of \$100,000. Please see the response to items (j) through (o) above.

- (r) for mixed hourly and contingent fee contracts or for reimbursement of subcontracted work under §2254.107, Tex Gov't Code, provisions that meet the §2254.106(a), Tex Gov't Code [items (j) and (k) above] and §2254.106(e), Tex Gov't Code [item o above] requirements without regard to the expected or actual amount of recovery under the contract, as required under §2254.107(b), Tex Gov't Code.

Response:

The Contract is not a contract for mixed hourly and contingent fees.

- (s) for mixed hourly and contingent fee contracts or for reimbursement of subcontracted work under §2254.107, Tex Gov't Code, provision that applies the limitations under §2254.106, Tex Gov't Code, on the amount of the contingent fee [items (j) through (o) above] to the entire amount of the fee under the contingent fee contract, including the part of the fee the amount and payment of which is not contingent on the outcome of the matter, as required under §2254.107(c), Tex Gov't Code.

Response:

The Contract is not a contract for mixed hourly and contingent fees.

- (t) for mixed hourly and contingent fee contracts or for reimbursement of subcontracted work under §2254.107, Tex Gov't Code, provision that applies the limitations on payment of the fee under §2254.108, Tex Gov't Code [item (u) below] to payment of the contingent portion of the fee, as required under

§2254.107(d), Tex Gov't Code.

Response:

Section 2254.107(d) does not apply because this is not a mixed hourly and contingent fee contract and because Section 2254.108 does not apply to the governmental unit in question (See also answer to Question 10(u), below).

- (u) limitation on payment of fees and expenses, as required under §2254.108, Tex Gov't Code.

Response:

Section 2254.108 does not apply because payment for the contingent fee or expenses work will not come from the sources referenced in that section.

#13,719

FILED FOR RECORD
at 11:10 o'clock A.M.

JUN 23 2015

JENNIFER LINDENZWEG
County Clerk, Hunt County, TX
By: [Signature]

PROFESSIONAL SERVICES AGREEMENT
(Contingent Fee Special Counsel for Environmental Litigation)

The Parties to this Agreement are **Hunt County, Texas** (CLIENT) and **Baker • Wotring, L.L.P.** (SPECIAL COUNSEL). The County Attorney has selected SPECIAL COUNSEL.

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. Purpose of Representation

1.01 CLIENT has found a substantial need to employ SPECIAL COUNSEL to assist CLIENT'S attorney in the prosecution of a lawsuit arising under the laws of the State of Texas against one or more of the following: Republic Waste Services of Texas, Ltd., Republic Waste Services of Texas GP, Inc., and Republic Services, Inc. and their corporate affiliates, parents, and subsidiaries, Kirk Grady, and such other defendants as may be added to the litigation (collectively, "Defendants"). The lawsuit concerns the storage of waste and other activities located in Hunt County as set forth in Exhibit "A" attached hereto ("the Sites") and Defendants' violations of the Texas Water Code, Texas Health and Safety Code, the rules promulgated by the Texas Commission on Environmental Quality in Title 30 of the Texas Administrative Code, and any other applicable common law or statutory causes of action, including but not limited to environmental statutes, rules and regulations, including those laws that preceded the current statutes.

1.02 CLIENT has found a substantial need for the legal services which cannot be adequately performed by CLIENT'S attorneys or the attorneys of a governmental entity, nor, because of the nature of the matter for which services will be obtained, can they be reasonably obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter. The estimated amount that may be recovered from the litigation exceeds \$100,000.00.

1.03 Subject to the supervision, direction, and control of the Hunt County Judge, SPECIAL COUNSEL will prosecute a civil case on behalf of CLIENT against Defendants or other defendants deemed necessary to the prosecution of the civil case. In the civil case SPECIAL COUNSEL shall seek necessary and appropriate temporary and permanent injunctive relief, damages, civil penalties, and attorney's fees and such other pecuniary recovery as may be provided for by the laws of the State of Texas and/or any relevant local, state and/or federal statutory and/or common law in connection with the illegal receipt, storage, or disposition of solid or liquid waste or other activities located in Hunt County on the Sites and Defendants' violations of the Texas Water Code, Texas Health and Safety Code, the rules promulgated by the Texas Commission on Environmental Quality in Title 30 of the Texas Administrative Code, and any other applicable common law or statutory causes of action, including but not limited to environmental statutes, rules and regulations including those laws that preceded the current statutes ("the Representation").

1.04 CLIENT has determined pursuant to Local Government Code § 262.024(a)(4) that this Agreement is for *professional services*, requiring work that is predominantly mental or intellectual, rather than physical or manual, requiring special knowledge or attainment and a high order of learning, skill, and academic intelligence.

1.05 The term of this Agreement shall end after the conclusion of the Representation unless either party extends or terminates this Agreement in accordance with its provisions.

1.06 SPECIAL COUNSEL shall prosecute civil environmental cases on behalf of CLIENT against Defendants and seek necessary and appropriate temporary and permanent injunctive relief, damages, civil penalties, and attorney's fees and such other pecuniary recovery as may be provided for by the laws of the State of Texas and/or any relevant local, state and/or federal statutory and/or common law in connection with the storage of waste and other activities at the Sites. The primary attorneys handling this representation will be Debra Tsuchiyama Baker and Earnest W. Wotring. SPECIAL COUNSEL shall furnish the services for the Representation. SPECIAL COUNSEL agrees to perform necessary legal work with reference to the Representation, and will work specifically with the Hunt County Judge or his designee. SPECIAL COUNSEL will work under the supervision, direction, and control of the Hunt County Judge or his designee.

1.07 To enable SPECIAL COUNSEL to provide effective representation, CLIENT agrees to do the following: (1) disclose to SPECIAL COUNSEL, fully and accurately and on a timely basis, all facts and documents within CLIENT's knowledge that are or might be material or that SPECIAL COUNSEL may request, (2) keep SPECIAL COUNSEL apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with SPECIAL COUNSEL.

1.08 Neither party shall assign, in whole or in part, any duty or obligation of performance under this Agreement, without the express written permission of the other parties, unless otherwise authorized in this Agreement.

1.09 The person or entity that SPECIAL COUNSEL represents is CLIENT, and SPECIAL COUNSEL's attorney-client relationship does not include any related persons or entities. If any potential conflict arises with respect to the Representation, SPECIAL COUNSEL will make full disclosure of the possible effects of such Representation on the professional judgment of each individual associated with SPECIAL COUNSEL working on the Representation. In the event a potential conflict occurs during the course of the Representation, SPECIAL COUNSEL will make full written disclosure of such to the Hunt County Judge.

1.10 It is understood and agreed that SPECIAL COUNSEL's engagement is limited to the Representation. SPECIAL COUNSEL is not being retained as general counsel, and SPECIAL COUNSEL's acceptance of this Agreement does not imply any undertaking to provide legal services other than those set forth in this Agreement.

1.11 Any expressions on SPECIAL COUNSEL's part concerning the outcome of the Representation, or any other legal matters, are based on SPECIAL COUNSEL's professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by SPECIAL COUNSEL's knowledge of the facts and are based on SPECIAL COUNSEL's views of the state of the law at the time they are expressed. SPECIAL COUNSEL has made no promises or guarantees to CLIENT about the outcome of the Representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

II. Compensation and Other Matters

2.01 For and in consideration of the services performed under this Agreement, subject to the limitations in this Agreement, CLIENT agrees to pay SPECIAL COUNSEL as follows:

2.02 Any fee payable to SPECIAL COUNSEL will be from the portion of any award, judgment, and/or settlement allocated by law to CLIENT. This Agreement shall not confer upon SPECIAL COUNSEL any rights to any portion of any sum awarded to the State of Texas as a result of the Representation.

2.03. In the event of a judgment against the Defendant(s) and only to the extent collected from any Defendant(s), a fee consisting exclusively of all the attorney's fees awarded pursuant to Section 7.108 of the Texas Water Code or any other statutory basis for recovery of attorney's fees and expenses, and 25% of each additional dollar, if any, in excess of the award of attorney's fees awarded to the CLIENT and collected by SPECIAL COUNSEL. SPECIAL COUNSEL'S fee as set forth in this paragraph is the same regardless of whether the litigation is tried or appealed.

2.04 In the event of a settlement with the Defendant(s), the CLIENT agrees to pay SPECIAL COUNSEL 35% of any settlement to SPECIAL COUNSEL if it does not contain a separate allocation for the award of attorney's fees; or in the event the settlement provides for a separate allocation for the recovery for attorney's fees, SPECIAL COUNSEL shall recover the amount of the settlement designated for attorney's fees to CLIENT plus 25% of each additional dollar awarded to the CLIENT and collected by SPECIAL COUNSEL.

2.05 The amount recovered for purposes of the contingent fee computation in paragraph 2.03 and 2.04 is the amount CLIENT receives before reimbursable expenses are deducted.

2.06 CLIENT shall have the absolute right to settle the case for no penalty, which would yield no contingent fee on penalties to SPECIAL COUNSEL. CLIENT will assign any award of attorney's fees to SPECIAL COUNSEL, who shall have the obligation to collect them from the Defendants. SPECIAL COUNSEL will be responsible for paying all expenses of litigation directly to the vendor, such as, expert witness fees, deposition expenses, and other court costs/fees. CLIENT will not advance any litigation expenses under this Agreement.

2.07 The fee to be paid under this Agreement shall come exclusively out of any

recovery (including but not limited to any attorney's fees and expenses, as well as penalties) awarded in any judgment resulting from the Representation, or any settlement during the Representation, and CLIENT shall be liable to SPECIAL COUNSEL for no more than the fee and reimbursable expenses as described below. CLIENT has specifically allocated and made available from currently budgeted funds the sum of \$0 to discharge any obligations that CLIENT may incur arising out of this Agreement in the event the fee is determined to be prohibited by law.

2.08 It is expressly understood that the fee described above shall be the sole source of compensation to SPECIAL COUNSEL for overhead costs and expenses (with the exception of the reimbursable expenses listed below) and includes, but is not limited to, all costs for secretarial work, including overtime, computer time, meals, clerical filing, and proofreading. SPECIAL COUNSEL agrees that it is neither authorized to seek reimbursement nor is CLIENT obligated to pay for mileage within Hunt County, parking fees, local facsimile (fax) transmissions, use of law library, or other costs or expenses (similar or dissimilar) except for those for which reimbursement is specifically provided for in this Agreement, if any. Expert witness fees, mediation fees, expenses associated with depositions and hearings (such as costs of the transcript, and court reporter or videographer fees), travel outside Hunt County, research and investigation related fees and expenses, Westlaw expenses, and expenses associated with creating demonstrative exhibits or other means of evidence presentation during trial or hearings (such as trial graphics) shall constitute the reimbursable expenses ("the Reimbursable Expenses"). SPECIAL COUNSEL shall advance all the Reimbursable Expenses. All Reimbursable Expenses above \$5000.00 must be approved by CLIENT. Reimbursable Expenses shall be recovered by SPECIAL COUNSEL out of any settlement or judgment that arises out of the Representation.

2.09 SPECIAL COUNSEL has been engaged to provide legal services in connection with the Representation, as specifically defined in this Agreement. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect CLIENT's future rights and liabilities in regard to the Representation. Unless SPECIAL COUNSEL is actually engaged after the completion of the Representation to provide additional advice on such issues, SPECIAL COUNSEL has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Representation other than the continuing obligations set out in this Agreement.

2.10 At the conclusion of the Representation, SPECIAL COUNSEL will return to CLIENT any documents that SPECIAL COUNSEL is specifically requested to return. As to any documents so returned, SPECIAL COUNSEL may elect to keep a copy of the documents in SPECIAL COUNSEL's stored files. CLIENT owns all final work product generated from the Representation.

2.11 Any notice required or permitted to be given by the CLIENT to SPECIAL COUNSEL hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Attn: Debra Tsuchiyama Baker
Earnest W. Wotring
Baker • Wotring, L.L.P.
700 J. P. Morgan Chase Tower
600 Travis
Houston, Texas 77002-2026
Fax: 713.980.1701
Email: dbaker@connellybaker.com and
ewotring@connellybaker.com

Any notice required or permitted to be given by SPECIAL COUNSEL to the CLIENT hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage or fee prepaid, return receipt requested, addressed to:

Hunt County Judge John Horn
Hunt County Courthouse
2507 Lee St., 2nd Floor
Greenville, Texas 75401
(903) 408-4146
Fax: (903) 408-4299

Such notices shall be considered given and complete upon successful transmission or upon deposit in the United States Mail.

2.12 SPECIAL COUNSEL affirmatively consents to the disclosure of its email addresses that are provided to CLIENT. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX GOV'T CODE ANN. § 552.137, *et seq.*, as amended, and shall survive termination of this Agreement. This consent shall apply to email addresses provided by SPECIAL COUNSEL and agents acting on SPECIAL COUNSEL's behalf and shall apply to any email address provided in any form for any reason whether related to this Agreement or otherwise.

2.13 It is expressly understood that SPECIAL COUNSEL has no authority to settle or otherwise compromise the position of CLIENT or any of its officers. CLIENT retains all authority to settle the case.

2.14 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CLIENT.

2.15 If any provision of this Agreement is held in whole or in part to be unenforceable, void, or voidable for any reason then such provision will be modified to reflect the parties' intention and to make the provision enforceable. It is the parties' intention that the suit against Defendants shall continue regardless of whether any single part of this Agreement is unenforceable, void or voidable. In the event that one or more provision of this Agreement is

held unenforceable, all remaining provisions of this Agreement that have not been determined by a court as being unenforceable, void, or voidable shall remain in full force and effect.

III. Required Recitals

3.01 This Agreement is effective only after review and approval by the Comptroller for the State of Texas.

3.02 SPECIAL COUNSEL shall keep current and complete written time and expense records that describe in detail the time and money spent each day in performing under this Agreement as required by Section 2254.104(a) Texas Government Code.

3.03 At any time upon request, SPECIAL COUNSEL shall permit CLIENT'S attorney, CLIENT'S governing body, other governing officials, the Attorney General for the State of Texas, the State Auditor, or any other appropriate official, to inspect or obtain copies of the time and expense records kept in accordance with Section 3.02, as required by Section 2254.104(b) Texas Government Code.

3.04 Upon conclusion of any matter for which SPECIAL COUNSEL was retained, SPECIAL COUNSEL shall provide CLIENT with a complete written statement that describes the outcome of the matter, states the amount of any recovery, shows SPECIAL COUNSEL'S computation of the amount of the contingent fee, and contains the final complete time and expense records, as required by Section 2254.104(c) Texas Government Code. The complete written statement required under this section is public information under Chapter 552 of the Texas Government Code and may not be withheld from a requester under that chapter under Section 552.103 or any other exception from required disclosure.

3.05 All time and expense records kept in accordance with Section 3.02 are public information subject to required disclosure under Chapter 552.103 of the Texas Government Code. Information contained in the time and expense records may be withheld from a member of the public under Section 552.103 of the Texas Government Code only if, in addition to meeting the requirements of Section 552.103 of the Texas Government Code, the chief legal officer or employee of CLIENT determines that withholding the information is necessary to protect County's strategy or position in pending or reasonably anticipated litigation. If any information is withheld in accordance with this Section, CLIENT shall segregate said information from information that is subject to required public disclosure.

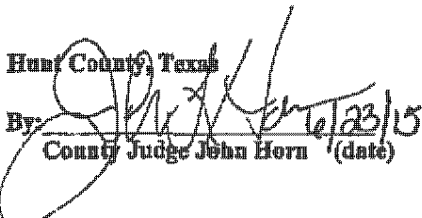
3.06 The amount recovered for purposes of the contingent fee computation is considered to be the amount obtained before expenses are deducted.

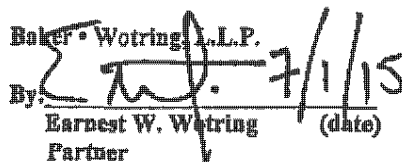
3.07 Any subcontracted legal or support services performed by a person who is not a partner or employee of SPECIAL COUNSEL is an expense subject to reimbursement only after receiving written permission from CLIENT and only in accordance with Subchapter C, Chapter 2254 of the Texas Government Code.

3.08 The amount of the contingent fee and reimbursement of expenses under this Agreement will be computed in accordance with Subchapter C, Chapter 2254 of the Texas Government Code. SPECIAL COUNSEL'S contingent fee is limited to the lesser of 35% of the amount recovered by CLIENT or four times SPECIAL COUNSEL'S base fee, as that term is used in Texas Government Code § 2254.106. Because of the expected difficulties in performing the work under this Agreement, the amount of expenses expected to be risked by SPECIAL COUNSEL, the expected risk of no recovery, and the expected long delay in recovery, a reasonable multiplier for the base fee in this matter is four. SPECIAL COUNSEL'S reasonable hourly rate for the work performed under the Agreement is \$900 an hour for partners, \$500 per hour for non-partners, and \$200 per hour for paralegals or law clerks based on the relevant experience, demonstrated ability, and standard hourly billing rates for these attorneys, paralegals, and law clerks at SPECIAL COUNSEL. These rates apply to the subcontracted work performed, if any, by an attorney, law clerk, or paralegal. The base fee will be computed pursuant to Chapter C, Section 2254 of the Texas Government Code by multiplying the number of hours the attorney, paralegal, or law clerk worked in providing legal or support services for the CLIENT times the reasonable hourly rate for the work performed by the attorney, paralegal, or law clerk. The base fee is computed by adding the resulting amounts. The computation of the base fee does not include hours or costs attributable to work performed by a person who is not a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm.

3.09 Reimbursement of subcontracted work, if any, under Texas Government Code Section 2254.107 shall meet the requirements of Chapter 2254 of the Texas Government Code, including Texas Government Code Section 2254.106(a) requirements, without regard to the expected or actual amount of recovery under this Agreement.

3.10 Payment of fees and expenses will be governed by the requirements set forth in Chapter 2254 of the Texas Government Code, including Section 2254.105(5) and all other applicable sections.

Hunt County, Texas
By:  7/23/15
County Judge John Horn (date)

Baker • Wotring, L.L.P.
By:  7/1/15
Earnest W. Wotring (date)
Partner

APPROVED BY:

OFFICE OF THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS:


By: Deputy Comptroller or his designee

7/10/15
Date

Exhibit A

That certain 50.558 acre, more or less, tract of land located at FM 1568 Commerce, Texas 75428, described as AO910 Robinson R, Tract 13, with Hunt County Appraisal District property ID 34124, and anywhere that hazardous substances, chemicals, liquid or solid waste or their constituents, or other contaminants or pollutants from said property may have migrated, been moved or have come to be located within Hunt County, including the areal extent of such contamination and all suitable areas in very close proximity to the contamination necessary for implementation of any necessary response action.

RESOLUTION NO. 13, 711

A RESOLUTION MAKING THE WRITTEN FINDINGS REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2254.103(d); GRANTING EXEMPTION UNDER LOCAL GOVERNMENT CODE § 262.024(a)(4); GRANTING AUTHORITY TO THE COUNTY JUDGE TO EXECUTE SAID RESOLUTION AND ATTORNEY CONTRACT; AND AUTHORIZING COUNTY CLERK TO AUTHENTICATE SIGNATURES TO SAID RESOLUTION AND CONTRACT.

A regularly-scheduled meeting of the Hunt County Commissioners' Court was held in Greenville, Texas, on the 23rd day of June 2015, at 10:00 a.m.; a majority of the Court being present and constituting a quorum, the following resolution was adopted;

WHEREAS, it has become known that people and entities in the unincorporated areas of Hunt County, Texas, have illegally dumped, disposed of or stored materials, caused a public nuisance, and/or have released chemicals and other waste into or adjacent to water in the County, in violation of the Texas Health and Safety Code and the Texas Water Code; and

WHEREAS, the Hunt County has considered entering into a contract for legal services subject to Texas Government Code Chapter 2254, Subsection C, and must make written findings as required by Texas Government Code Section 103(d); and,

WHEREAS, Hunt County Commissioners Court has authority pursuant to Local Government Code § 262.024(a)(4) to grant an exemption for professional legal services; and,

WHEREAS, Hunt County Commissioners Court has considered entering into a professional legal services contract that requires work that is predominantly mental or intellectual, rather than physical or manual, requires special knowledge or attainment of a high order of learning, skill, and academic intelligence;

NOW THEREFORE BE IT RESOLVED that the Hunt County Commissioners' Court makes the following findings:

(1) there is a substantial need for legal services from outside counsel to enforce the Texas Health and Safety Code and the Texas Water Code;

(2) the legal services cannot be adequately performed by the attorneys and supporting personnel of Hunt County or by the attorneys and supporting personnel of another state governmental entity; and

(3) the legal services cannot reasonably be obtained from attorneys in private practice under

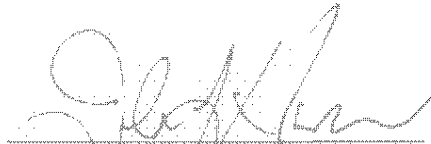
(3) the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because Hunt County does not have appropriated funds available to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

BE IT FURTHER RESOLVED, that the Hunt County Commissioners Court pursuant to Local Government Code § 262.024(a)(4) resolves to grant an exemption for professional legal services;

BE IT FURTHER RESOLVED, that the Hunt County Judge, be authorized and is hereby authorized to execute an attorney contract subject to Texas Government Code Chapter 2254, Subsection C.

BE IT FURTHER RESOLVED, that the County Clerk be authorized and is hereby authorized to authenticate the signature of the Hunt County Judge to said resolution or contract.

PASSED BY THE COMMISSIONERS' COURT of Hunt County, Texas, at a regularly-scheduled meeting on the 23rd day of June 2015.



John L. Horn, County Judge



Eric Evans, Pct. 1 Commissioner



Tod McMahan, Pct. 2 Commissioner



Phillip Martin, Pct. 3 Commissioner



Jim Latham, Pct. 4 Commissioner

Attest: 

Hunt County Clerk



RESOLUTION NO. 13,719

A RESOLUTION MAKING THE WRITTEN FINDINGS REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2254.103(d); GRANTING EXEMPTION UNDER LOCAL GOVERNMENT CODE § 262.024(a)(4); GRANTING AUTHORITY TO THE COUNTY JUDGE TO EXECUTE SAID RESOLUTION AND ATTORNEY CONTRACT; AND AUTHORIZING COUNTY CLERK TO AUTHENTICATE SIGNATURES TO SAID RESOLUTION AND CONTRACT.

A regularly-scheduled meeting of the Hunt County Commissioners' Court was held in Greenville, Texas, on the 23rd day of June 2015, at 10:00 a.m.; a majority of the Court being present and constituting a quorum, the following resolution was adopted;

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WHEREAS, the Hunt County has considered entering into a contract for legal services subject to Texas Government Code Chapter 2254, Subsection C, and must make written findings as required by Texas Government Code Section 103(d); and,

WHEREAS, Hunt County Commissioners Court has authority pursuant to Local Government Code § 262.024(a)(4) to grant an exemption for professional legal services; and,

WHEREAS, Hunt County Commissioners Court has considered entering into a professional legal services contract that requires work that is predominantly mental or intellectual, rather than physical or manual, requires special knowledge or attainment of a high order of learning, skill, and academic intelligence;

NOW THEREFORE BE IT RESOLVED that the Hunt County Commissioners' Court makes the following findings:

(1) there is a substantial need for legal services from outside counsel to enforce the Texas Health and Safety Code and the Texas Water Code;

(2) the legal services cannot be adequately performed by the attorneys and supporting personnel of Hunt County or by the attorneys and supporting personnel of another state governmental entity; and

(3) the legal services cannot reasonably be obtained from attorneys in private practice under

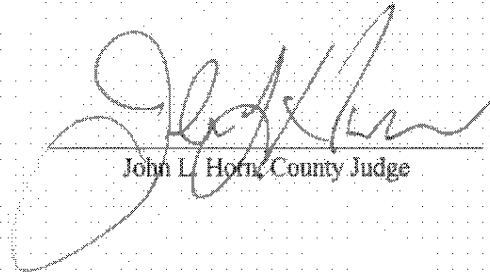
(3) the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because Hunt County does not have appropriated funds available to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

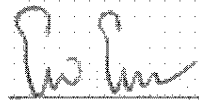
BE IT FURTHER RESOLVED, that the Hunt County Commissioners Court pursuant to Local Government Code § 262.024(a)(4) resolves to grant an exemption for professional legal services;

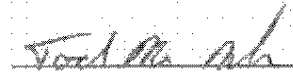
BE IT FURTHER RESOLVED, that the Hunt County Judge, be authorized and is hereby authorized to execute an attorney contract subject to Texas Government Code Chapter 2254, Subsection C.

BE IT FURTHER RESOLVED, that the County Clerk be authorized and is hereby authorized to authenticate the signature of the Hunt County Judge to said resolution or contract.

PASSED BY THE COMMISSIONERS' COURT of Hunt County, Texas, at a regularly-scheduled meeting on the 23rd day of June 2015.


John L. Horn, County Judge


Eric Evans, Pct. 1 Commissioner


Tod McMahan, Pct. 2 Commissioner


Phillip Martin, Pct. 3 Commissioner


Jim Latham, Pct. 4 Commissioner

Attest 
Hunt County Clerk



#13,719

FILED FOR RECORD
at 11:10 o'clock A M

JUN 23 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County TX
By *[Signature]*

PROFESSIONAL SERVICES AGREEMENT
(Contingent Fee Special Counsel for Environmental Litigation)

The Parties to this Agreement are **Hunt County, Texas** (CLIENT) and **Baker • Wotring, L.L.P.** (SPECIAL COUNSEL). The County Attorney has selected SPECIAL COUNSEL.

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. Purpose of Representation

1.01 CLIENT has found a substantial need to employ SPECIAL COUNSEL to assist CLIENT'S attorney in the prosecution of a lawsuit arising under the laws of the State of Texas against one or more of the following: Republic Waste Services of Texas, Ltd., Republic Waste Services of Texas GP, Inc., and Republic Services, Inc. and their corporate affiliates, parents, and subsidiaries, Kirk Grady, and such other defendants as may be added to the litigation (collectively, "Defendants"). The lawsuit concerns the storage of waste and other activities located in Hunt County as set forth in Exhibit "A" attached hereto ("the Sites") and Defendants' violations of the Texas Water Code, Texas Health and Safety Code, the rules promulgated by the Texas Commission on Environmental Quality in Title 30 of the Texas Administrative Code, and any other applicable common law or statutory causes of action, including but not limited to environmental statutes, rules and regulations, including those laws that preceded the current statutes.

1.02 CLIENT has found a substantial need for the legal services which cannot be adequately performed by CLIENT'S attorneys or the attorneys of a governmental entity, nor, because of the nature of the matter for which services will be obtained, can they be reasonably obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter. The estimated amount that may be recovered from the litigation exceeds \$100,000.00.

1.03 Subject to the supervision, direction, and control of the Hunt County Judge, SPECIAL COUNSEL will prosecute a civil case on behalf of CLIENT against Defendants or other defendants deemed necessary to the prosecution of the civil case. In the civil case SPECIAL COUNSEL shall seek necessary and appropriate temporary and permanent injunctive relief, damages, civil penalties, and attorney's fees and such other pecuniary recovery as may be provided for by the laws of the State of Texas and/or any relevant local, state and/or federal statutory and/or common law in connection with the illegal receipt, storage, or disposition of solid or liquid waste or other activities located in Hunt County on the Sites and Defendants' violations of the Texas Water Code, Texas Health and Safety Code, the rules promulgated by the Texas Commission on Environmental Quality in Title 30 of the Texas Administrative Code, and any other applicable common law or statutory causes of action, including but not limited to environmental statutes, rules and regulations including those laws that preceded the current statutes ("the Representation").

1.04 CLIENT has determined pursuant to Local Government Code § 262.024(a)(4) that this Agreement is for *professional services*, requiring work that is predominantly mental or intellectual, rather than physical or manual, requiring special knowledge or attainment and a high order of learning, skill, and academic intelligence.

1.05 The term of this Agreement shall end after the conclusion of the Representation unless either party extends or terminates this Agreement *in* accordance with its provisions.

1.06 SPECIAL COUNSEL shall prosecute civil environmental cases on behalf of CLIENT against Defendants and seek necessary and appropriate temporary and permanent injunctive relief, damages, civil penalties, and attorney's fees and such other pecuniary recovery as may be provided for by the laws of the State of Texas and/or any relevant local, state and/or federal statutory and/or common law in connection with the storage of waste and other activities at the Sites. The primary attorneys handling this representation will be Debra Tsuchiyama Baker and Earnest W. Wotring. SPECIAL COUNSEL shall furnish the services for the Representation. SPECIAL COUNSEL agrees to perform necessary legal work with reference to the Representation, and will work specifically with the Hunt County Judge or his designee. SPECIAL COUNSEL will work under the supervision, direction, and control of the Hunt County Judge or his designee.

1.07 To enable SPECIAL COUNSEL to provide effective representation, CLIENT agrees to do the following: (1) disclose to SPECIAL COUNSEL, fully and accurately and on a timely basis, all facts and documents within CLIENT's knowledge that are or might be material or that SPECIAL COUNSEL may request, (2) keep SPECIAL COUNSEL apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with SPECIAL COUNSEL.

1.08 Neither party shall assign, in whole or in part, any duty or obligation of performance under this Agreement, without the express written permission of the other parties, unless otherwise authorized in this Agreement.

1.09 The person or entity that SPECIAL COUNSEL represents is CLIENT, and SPECIAL COUNSEL's attorney-client relationship does not include any related persons or entities. If any potential conflict arises with respect to the Representation, SPECIAL COUNSEL will make full disclosure of the possible effects of such Representation on the professional judgment of each individual associated with SPECIAL COUNSEL working on the Representation. In the event a potential conflict occurs during the course of the Representation, SPECIAL COUNSEL will make full written disclosure of such to the Hunt County Judge.

1.10 It is understood and agreed that SPECIAL COUNSEL's engagement is limited to the Representation. SPECIAL COUNSEL is not being retained as general counsel, and SPECIAL COUNSEL's acceptance of this Agreement does not imply any undertaking to provide legal services other than those set forth in this Agreement.

1.11 Any expressions on SPECIAL COUNSEL's part concerning the outcome of the Representation, or any other legal matters, are based on SPECIAL COUNSEL's professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by SPECIAL COUNSEL's knowledge of the facts and are based on SPECIAL COUNSEL's views of the state of the law at the time they are expressed. SPECIAL COUNSEL has made no promises or guarantees to CLIENT about the outcome of the Representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

II. Compensation and Other Matters

2.01 For and in consideration of the services performed under this Agreement, subject to the limitations in this Agreement, CLIENT agrees to pay SPECIAL COUNSEL as follows:

2.02 Any fee payable to SPECIAL COUNSEL will be from the portion of any award, judgment, and/or settlement allocated by law to CLIENT. This Agreement shall not confer upon SPECIAL COUNSEL any rights to any portion of any sum awarded to the State of Texas as a result of the Representation.

2.03. In the event of a judgment against the Defendant(s) and only to the extent collected from any Defendant(s), a fee consisting exclusively of all the attorney's fees awarded pursuant to Section 7.108 of the Texas Water Code or any other statutory basis for recovery of attorney's fees and expenses, and 25% of each additional dollar, if any, in excess of the award of attorney's fees awarded to the CLIENT and collected by SPECIAL COUNSEL. SPECIAL COUNSEL'S fee as set forth in this paragraph is the same regardless of whether the litigation is tried or appealed.

2.04 In the event of a settlement with the Defendant(s), the CLIENT agrees to pay SPECIAL COUNSEL 35% of any settlement to SPECIAL COUNSEL if it does not contain a separate allocation for the award of attorney's fees; or in the event the settlement provides for a separate allocation for the recovery for attorney's fees, SPECIAL COUNSEL shall recover the amount of the settlement designated for attorney's fees to CLIENT plus 25% of each additional dollar awarded to the CLIENT and collected by SPECIAL COUNSEL.

2.05 The amount recovered for purposes of the contingent fee computation in paragraph 2.03 and 2.04 is the amount CLIENT receives before reimbursable expenses are deducted.

2.06 CLIENT shall have the absolute right to settle the case for no penalty, which would yield no contingent fee on penalties to SPECIAL COUNSEL. CLIENT will assign any award of attorney's fees to SPECIAL COUNSEL, who shall have the obligation to collect them from the Defendants. SPECIAL COUNSEL will be responsible for paying all expenses of litigation directly to the vendor, such as, expert witness fees, deposition expenses, and other court costs/fees. CLIENT will not advance any litigation expenses under this Agreement.

2.07 The fee to be paid under this Agreement shall come exclusively out of any

recovery (including but not limited to any attorney's fees and expenses, as well as penalties) awarded in any judgment resulting from the Representation, or any settlement during the Representation, and CLIENT shall be liable to SPECIAL COUNSEL for no more than the fee and reimbursable expenses as described below. CLIENT has specifically allocated and made available from currently budgeted funds the sum of \$0 to discharge any obligations that CLIENT may incur arising out of this Agreement in the event the fee is determined to be prohibited by law.

2.08 It is expressly understood that the fee described above shall be the sole source of compensation to SPECIAL COUNSEL for overhead costs and expenses (with the exception of the reimbursable expenses listed below) and includes, but is not limited to, all costs for secretarial work, including overtime, computer time, meals, clerical filing, and proofreading. SPECIAL COUNSEL agrees that it is neither authorized to seek reimbursement nor is CLIENT obligated to pay for mileage within Hunt County, parking fees, local facsimile (fax) transmissions, use of law library, or other costs or expenses (similar or dissimilar) except for those for which reimbursement is specifically provided for in this Agreement, if any. Expert witness fees, mediation fees, expenses associated with depositions and hearings (such as costs of the transcript, and court reporter or videographer fees), travel outside Hunt County, research and investigation related fees and expenses, Westlaw expenses, and expenses associated with creating demonstrative exhibits or other means of evidence presentation during trial or hearings (such as trial graphics) shall constitute the reimbursable expenses ("the Reimbursable Expenses"). SPECIAL COUNSEL shall advance all the Reimbursable Expenses. All Reimbursable Expenses above \$5000.00 must be approved by CLIENT. Reimbursable Expenses shall be recovered by SPECIAL COUNSEL out of any settlement or judgment that arises out of the Representation.

2.09 SPECIAL COUNSEL has been engaged to provide legal services in connection with the Representation, as specifically defined in this Agreement. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect CLIENT's future rights and liabilities in regard to the Representation. Unless SPECIAL COUNSEL is actually engaged after the completion of the Representation to provide additional advice on such issues, SPECIAL COUNSEL has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Representation other than the continuing obligations set out in this Agreement.

2.10 At the conclusion of the Representation, SPECIAL COUNSEL will return to CLIENT any documents that SPECIAL COUNSEL is specifically requested to return. As to any documents so returned, SPECIAL COUNSEL may elect to keep a copy of the documents in SPECIAL COUNSEL's stored files. CLIENT owns all final work product generated from the Representation.

2.11 Any notice required or permitted to be given by the CLIENT to SPECIAL COUNSEL hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Attn: Debra Tsuchiyama Baker
Earnest W. Wotring
Baker • Wotring, L.L.P.
700 J. P. Morgan Chase Tower
600 Travis
Houston, Texas 77002-2026
Fax: 713.980.1701
Email:dbaker@connellybaker.com and
ewotring@connellybaker.com

Any notice required or permitted to be given by SPECIAL COUNSEL to the CLIENT hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage or fee prepaid, return receipt requested, addressed to:

Hunt County Judge John Horn
Hunt County Courthouse
2507 Lee St., 2nd Floor
Greenville, Texas 75401
(903) 408-4146
Fax: (903) 408-4299

Such notices shall be considered given and complete upon successful transmission or upon deposit in the United States Mail.

2.12 SPECIAL COUNSEL affirmatively consents to the disclosure of its email addresses that are provided to CLIENT. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX GOV'T CODE ANN. § 552.137, *et seq.*, as amended, and shall survive termination of this Agreement. This consent shall apply to email addresses provided by SPECIAL COUNSEL and agents acting on SPECIAL COUNSEL's behalf and shall apply to any email address provided in any form for any reason whether related to this Agreement or otherwise.

2.13 It is expressly understood that SPECIAL COUNSEL has no authority to settle or otherwise compromise the position of CLIENT or any of its officers. CLIENT retains all authority to settle the case.

2.14 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CLIENT.

2.15 If any provision of this Agreement is held in whole or in part to be unenforceable, void, or voidable for any reason then such provision will be modified to reflect the parties' intention and to make the provision enforceable. It is the parties' intention that the suit against Defendants shall continue regardless of whether any single part of this Agreement is unenforceable, void or voidable. In the event that one or more provision of this Agreement is

held unenforceable, all remaining provisions of this Agreement that have not been determined by a court as being unenforceable, void, or voidable shall remain in full force and effect.

III. Required Recitals

3.01 This Agreement is effective only after review and approval by the Comptroller for the State of Texas.

3.02 SPECIAL COUNSEL shall keep current and complete written time and expense records that describe in detail the time and money spent each day in performing under this Agreement as required by Section 2254.104(a) Texas Government Code.

3.03 At any time upon request, SPECIAL COUNSEL shall permit CLIENT'S attorney, CLIENT'S governing body, other governing officials, the Attorney General for the State of Texas, the State Auditor, or any other appropriate official, to inspect or obtain copies of the time and expense records kept in accordance with Section 3.02, as required by Section 2254.104(b) Texas Government Code.

3.04 Upon conclusion of any matter for which SPECIAL COUNSEL was retained, SPECIAL COUNSEL shall provide CLIENT with a complete written statement that describes the outcome of the matter, states the amount of any recovery, shows SPECIAL COUNSEL'S computation of the amount of the contingent fee, and contains the final complete time and expense records, as required by Section 2254.104(c) Texas Government Code. The complete written statement required under this section is public information under Chapter 552 of the Texas Government Code and may not be withheld from a requester under that chapter under Section 552.103 or any other exception from required disclosure.

3.05 All time and expense records kept in accordance with Section 3.02 are public information subject to required disclosure under Chapter 552.103 of the Texas Government Code. Information contained in the time and expense records may be withheld from a member of the public under Section 552.103 of the Texas Government Code only if, in addition to meeting the requirements of Section 552.103 of the Texas Government Code, the chief legal officer or employee of CLIENT determines that withholding the information is necessary to protect County's strategy or position in pending or reasonably anticipated litigation. If any information is withheld in accordance with this Section, CLIENT shall segregate said information from information that is subject to required public disclosure.

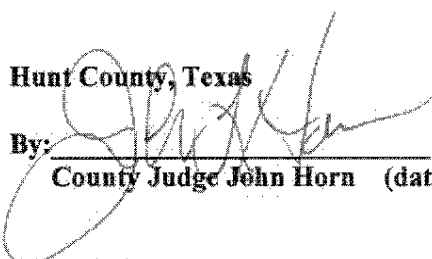
3.06 The amount recovered for purposes of the contingent fee computation is considered to be the amount obtained before expenses are deducted.

3.07 Any subcontracted legal or support services performed by a person who is not a partner or employee of SPECIAL COUNSEL is an expense subject to reimbursement only after receiving written permission from CLIENT and only in accordance with Subchapter C, Chapter 2254 of the Texas Government Code.

3.08 The amount of the contingent fee and reimbursement of expenses under this Agreement will be computed in accordance with Subchapter C, Chapter 2254 of the Texas Government Code. SPECIAL COUNSEL'S contingent fee is limited to the lesser of 35% of the amount recovered by CLIENT or four times SPECIAL COUNSEL'S base fee, as that term is used in Texas Government Code § 2254.106. Because of the expected difficulties in performing the work under this Agreement, the amount of expenses expected to be risked by SPECIAL COUNSEL, the expected risk of no recovery, and the expected long delay in recovery, a reasonable multiplier for the base fee in this matter is four. SPECIAL COUNSEL'S reasonable hourly rate for the work performed under the Agreement is \$900 an hour for partners, \$500 per hour for non-partners, and \$200 per hour for paralegals or law clerks based on the relevant experience, demonstrated ability, and standard hourly billing rates for these attorneys, paralegals, and law clerks at SPECIAL COUNSEL. These rates apply to the subcontracted work performed, if any, by an attorney, law clerk, or paralegal. The base fee will be computed pursuant to Chapter C, Section 2254 of the Texas Government Code by multiplying the number of hours the attorney, paralegal, or law clerk worked in providing legal or support services for the CLIENT times the reasonable hourly rate for the work performed by the attorney, paralegal, or law clerk. The base fee is computed by adding the resulting amounts. The computation of the base fee does not include hours or costs attributable to work performed by a person who is not a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm.

3.09 Reimbursement of subcontracted work, if any, under Texas Government Code Section 2254.107 shall meet the requirements of Chapter 2254 of the Texas Government Code, including Texas Government Code Section 2254.106(a) requirements, without regard to the expected or actual amount of recovery under this Agreement.

3.10 Payment of fees and expenses will be governed by the requirements set forth in Chapter 2254 of the Texas Government Code, including Section 2254.105(5) and all other applicable sections.

Hunt County, Texas
By: 
County Judge John Horn (date)

Baker • Wotring, L.L.P.
By: _____
Earnest W. Wotring (date)
Partner

APPROVED BY:

OFFICE OF THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS:

By: Deputy Comptroller or his designee

Date

Exhibit A

That certain 50.558 acre, more or less, tract of land located at FM 1568 Commerce, Texas 75428, described as AO910 Robinson R, Tract 13, with Hunt County Appraisal District property ID 34124, and anywhere that hazardous substances, chemicals, liquid or solid waste or their constituents, or other contaminants or pollutants from said property may have migrated, been moved or have come to be located within Hunt County, including the areal extent of such contamination and all suitable areas in very close proximity to the contamination necessary for implementation of any necessary response action.

13,720

Delores Shelton, CIO, CCT
Hunt County Treasurer

FY 11: Monthly Report, May 2015

FILED FOR RECORD
at 11:40 o'clock A M

JUN 23 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *Jennifer Lindenzweig*

The Treasurers' Monthly Report includes money received and disbursed as well as funds invested and debt due by Hunt County. The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled and approved by the County Auditor.

This affidavit must state the amount of cash and other assets that are in the custody of the county treasurer at the time of the examination. (LGC 114.026) **Month End Balance: \$23,856,114.79**

Therefore, Delores Shelton, County Treasurer of Hunt County, Texas, who being fully sworn, upon oath says that the within and foregoing report is true and correct to the best of her knowledge.

This report will be filed with accompanying reports this 23 day of June, 2015.

Delores Shelton
Delores Shelton, Hunt County Treasurer

Commissioners' Court having compared and examined the Treasurer's Report as presented and subject to independent auditor's review, certify the report to be correct and therefore request it be filed with the official minutes of this meeting. LGC 114.026(c)

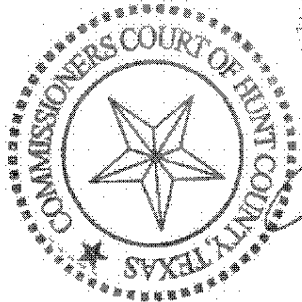
John L. Horn
John L. Horn, Hunt County Judge

Eric Evans
Eric Evans, Comm., Pct #1

Tod McMahan
Tod McMahan, Comm., Pct #2

Phillip Martin
Phillip Martin, Comm., Pct #3

Jim Latham
Jim Latham, Comm., Pct #4



**Hunt County Treasurer
Monthly Report
May 2015**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
10-GENERAL	33,114.72	1,188,279.92	-2,104,480.15	1,100,000.00	216,914.49
10-Chase Investment	13,352,343.39	312.60	0.00	-800,000.00	12,552,655.99
10-Chase Retirement	138,228.98	3.24	-20,223.00	0.00	118,009.22
10-TeXPool Investment	2,046,634.69	81.96	0.00	-300,000.00	1,746,716.65
10-TeXStar Investment	716,920.48	39.15	0.00	0.00	716,959.63
10-InWood Nat'l Bank CD	554,838.70	433.23	0.00	0.00	555,271.93
10-TeXPool Investment, Jail	3,145,912.63	147.70	0.00	0.00	3,146,060.33
10-General Fund Totals:	19,987,993.59	1,189,297.80	-2,124,703.15	0.00	19,052,588.24
20-Law Library	-18,633.15	3,725.70	-7,281.08		-22,188.53
21-R&B #1	-7,065.19	53,870.79	-93,268.13	60,000.00	13,537.47
21-R&B #1, TexPool Invest.	915,231.78	40.92	0.00	-60,000.00	855,272.70
21-R&B #1 Fund Totals:	908,166.59	53,911.71	-93,268.13	0.00	868,810.17
22-R&B #2	91,494.91	65,044.64	-69,956.83	0.00	86,582.72
22-R&B #2, TexPool Invest.	924,295.66	43.37	0.00	0.00	924,339.03
22-R&B #2 Fund Totals:	1,015,790.57	65,088.01	-69,956.83	0.00	1,010,921.75
23-R&B #3	30,829.58	54,052.54	-94,266.18	20,000.00	10,615.94
23-R&B #3, TexPool Invest	768,428.67	35.91	0.00	-20,000.00	748,464.58
23-R&B #3 Fund Totals:	799,258.25	54,088.45	-94,266.18	0.00	759,080.52
24-R&B #4	31,550.02	57,870.76	-89,052.12	20,000.00	20,368.66
24-R&B #4, TexPool Invest	801,628.45	37.46	0.00	-20,000.00	781,665.91
24-R&B #4 Fund Totals:	833,178.47	57,908.22	-89,052.12	0.00	802,034.57
25-Health Private	73,798.44	0.00	-5,222.15		68,576.29
26-State Health Services	-28,839.32	10,056.97	-32,301.27		-51,083.62
27-Hunt County Grants	-353,267.63	83.50	-145,269.51		-498,453.64
45-Bond Series 2015	2,000,000.00	0.00	-2,000,000.00		0.00
68-JP, DDC Fee Fund	138,565.45	285.10	-3,957.45		134,893.10
71-DC Record Management	5,538.74	361.75	0.00		5,900.49
70-Voter Admin 19	470.00	0.00	0.00		470.00
74-Elections Special	45,662.09	425.57	0.00		46,087.66
75-CA-DWI	10,028.79	104.21	-23.33		10,109.67
81-CC Rec Mgt Preservation	80,303.51	19,256.97	-1,490.07	0.00	98,070.41
81-CC Rec Mgt Pr. TexPool	80,403.25	3.73	0.00	0.00	80,406.98
81-CC RMP Fund Totals:	160,706.76	19,260.70	-1,490.07	0.00	178,477.39
82-Courthouse Security	106,024.59	3,380.99	-14,890.15		94,515.43
83-Justice Court Sec.	74,236.96	287.42	-1,172.28		73,352.10

**Hunt County Treasurer
Monthly Report
May 2015**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
84-District Clerk Archive	35,978.73	567.00	0.00		36,545.73
85-Co & District Court Tech	9,586.29	143.99	0.00		9,730.28
86-County Record Preserva	58,705.61	1,083.00	0.00		59,788.61
87-Justice Court Technolog	125,481.07	1,245.32	-638.03		126,088.36
88-County Clerk Archive	125,685.72	15,680.00	0.00		141,365.72
89-County Record Mgt Pres	9,075.24	1,385.34	-2,778.27		7,682.31
91-LEOSE	31,203.35	0.00	0.00		31,203.35
95-Juv Prob. Center Fund	482,606.96	131,339.49	-101,466.77		512,479.68
96-Juv Prob "A-Z" Grant	56,259.30	55,438.94	-51,979.19		59,719.05
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50-Debt Service (I&S)	63,687.07	18,083.57	-846.46	0.00	80,924.18
50-Debt Service TexPool Inv	192,675.56	9.05	0.00	0.00	192,684.61
50-Debt Service Fund Total:	256,362.63	18,092.62	-846.46	0.00	273,608.79
61-Right of Way	0.00	0.00	0.00	0.00	0.00
61-Right of Way, TexPool Inv	63,808.33	2.99	0.00	0.00	63,811.32
61-Right of Way Fund Totals:	63,808.33	2.99	0.00	0.00	63,811.32
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Total of Funds:	27,013,432.42	1,683,244.79	-4,840,562.42	0.00	23,856,114.79

HUNT COUNTY DEBT

	Mo. Beginning	Payment	Balance Due	Pay Off Date
Reserve State Comptroller*	881,803.74	-1,888.23	879,915.51	03/2054
2015 Tax Notes	2,035,000.00		2,035,000.00	
Series 2015 Refund Bonds	3,955,000.00		3,955,000.00	
2005 Refunding Bond	0.00	0.00	0.00	09/30/2019
Liability Comp Absence	317,191.83	0.00	317,191.83	
Totals:	7,188,995.57	-1,888.23	7,187,107.34	

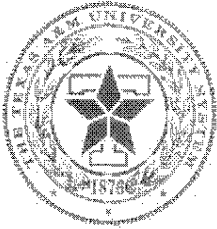
*Beginning Balance \$906,351.27 as of 4/2014

45-Bond Series 2015 (TexPool) \$200,000.00 \$85.04 \$2,000,085.04

2015			TexPool	Tex Star	Chase	Retiree	InWood-CD
January			0.0465%	0.0542%	0.0300%	0.0300%	0.9500%
February			0.0441%	0.0548%	0.0300%	0.0300%	0.9500%
March			0.0480%	0.0604%	0.0300%	0.0300%	0.9500%
April			0.0524%	0.0701%	0.0300%	0.0300%	0.9500%
May			0.0553%	0.0643%	0.0300%	0.0300%	0.9500%

2014			TexPool	Tex Star	Chase	Retiree	InWood-CD
January			0.0273%	0.0303%	0.0700%	0.0500%	0.7500%
February			0.0283%	0.0318%	0.0700%	0.0500%	0.7500%
March			0.0299%	0.0400%	0.0700%	0.0500%	0.7500%
April			0.0336%	0.0379%	0.0500%	0.0300%	0.7500%
May			0.0244%	0.0273%	0.0500%	0.0300%	0.7500%
June			0.0284%	0.3220%	0.0500%	0.0300%	0.7500%
July			0.0313%	0.0323%	0.0500%	0.0300%	0.7500%
August			0.0352%	0.0350%	0.0500%	0.0300%	0.7500%
September			0.0333%	0.0317%	0.0500%	0.0300%	0.7500%
October			0.2680%	0.0385%	0.0500%	0.0300%	0.9500%
November			0.0286%	0.0387%	0.0500%	0.0300%	0.9500%

2013			TexPool	Tex Star	Chase	Retiree	InWood-CD
January			0.0986%	0.1103%	0.1500%	0.1500%	0.7500%
February			0.0935%	0.0996%	0.1500%	0.1500%	0.7500%
March			0.1047%	0.1125%	0.1500%	0.1500%	0.7500%
April			0.1022%	0.1038%	0.1500%	0.1500%	0.7500%
May			0.0715%	0.0723%	0.1500%	0.1500%	0.7500%
June			0.0576%	0.0614%	0.1500%	0.1500%	0.7500%
July			0.0531%	0.0487%	0.1500%	0.1500%	0.7500%
August			0.0437%	0.0474%	0.1500%	0.1500%	0.7500%
September			0.0394%	0.0390%	0.1500%	0.1500%	0.7500%
October			0.0498%	0.0434%	0.1200%	0.1200%	0.7500%
November			0.0446%	0.0405%	0.1200%	0.1200%	0.7500%
December			0.0372%	0.0357%	0.0700%	0.0500%	0.7500%
Average Rate:			0.0663%	0.0679%	0.1383%	0.1367%	0.7500%



THE TEXAS A&M UNIVERSITY SYSTEM
Office of General Counsel

13,721
FILED FOR RECORD
at 11:10 o'clock A M

JUN 23 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *Jennifer Lindenzweig*

June 10, 2015

Honorable John Horn
Hunt County Courthouse
2507 Lee Street
Greenville, Texas 75404

*Via Certified Mail
Return Receipt Requested*

RE: Interlocal Agreement for Lease of Space by and between County of Hunt and the Board of Regents of The Texas A&M University System, for the use and benefit of Texas A&M Forest Service, for the lease of 600 square feet of office space in Room #469, situated in the Hunt County Sheriff's Department located at 2801 Stuart Street, Greenville, Hunt County, Texas; SREO File No. 15110013; OGC File No. 2006-0012349

Dear Judge Horn:



On August 16, 2011, Hunt County entered into the above-referenced interlocal agreement (hereafter referred to in this letter as the "Agreement") with the Board of Regents of The Texas A&M University System, for the use and benefit of the Texas A&M Forest Service, for office space in Room #469 in the Hunt County Sheriff's Department, located at 2801 Stuart Street, Greenville, Hunt County, Texas. The Term of this Agreement was for the period beginning on August 1, 2011, and expiring on July 31, 2012. By letter dated June 7, 2012, The Texas A&M University System ("TAMUS") exercised its first of four options to renew the Agreement for an additional 12-month period beginning on August 1, 2012 and ending on July 31, 2013. By Amendment to Interlocal Agreement dated June 11, 2013 TAMUS exercised its second of four options to renew the Agreement for an additional 12-month period beginning on August 1, 2013 and ending on July 31, 2014. By letter dated on May 13, 2014, TAMUS exercised its third of four options for an additional 12-month period, which will expire on July 31, 2015.

In accordance with Section 2.01 of the Agreement, The Texas A&M University System is giving you notice that it is exercising the fourth and final option to renew the Agreement for an additional 12-month period, beginning August 1, 2015, and continuing through July 31, 2016. The remaining terms and conditions of the Agreement will remain the same.

The Honorable John Horn
Hunt County Judge
June 10, 2015
Page 2

I am enclosing two originals of this letter. Please execute both originals in the space provided on the following page confirming our agreement, and return one fully executed copy to me within 10 days following the date of this letter. Your assistance is greatly appreciated.

Sincerely,


TIMOTHY W. COFFEY
Managing Counsel, Property and Construction
Office of General Counsel
The Texas A&M University System 

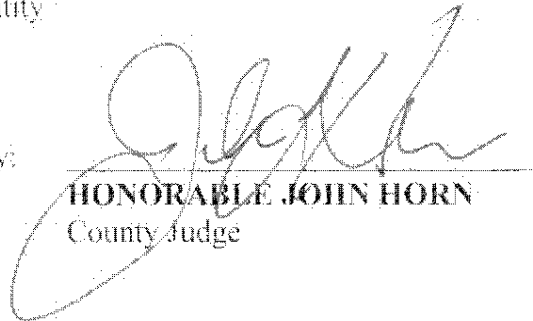
cc: Thomas G. Boggus

The Honorable John Horn
Hunt County Judge
June 10, 2015
Page 3

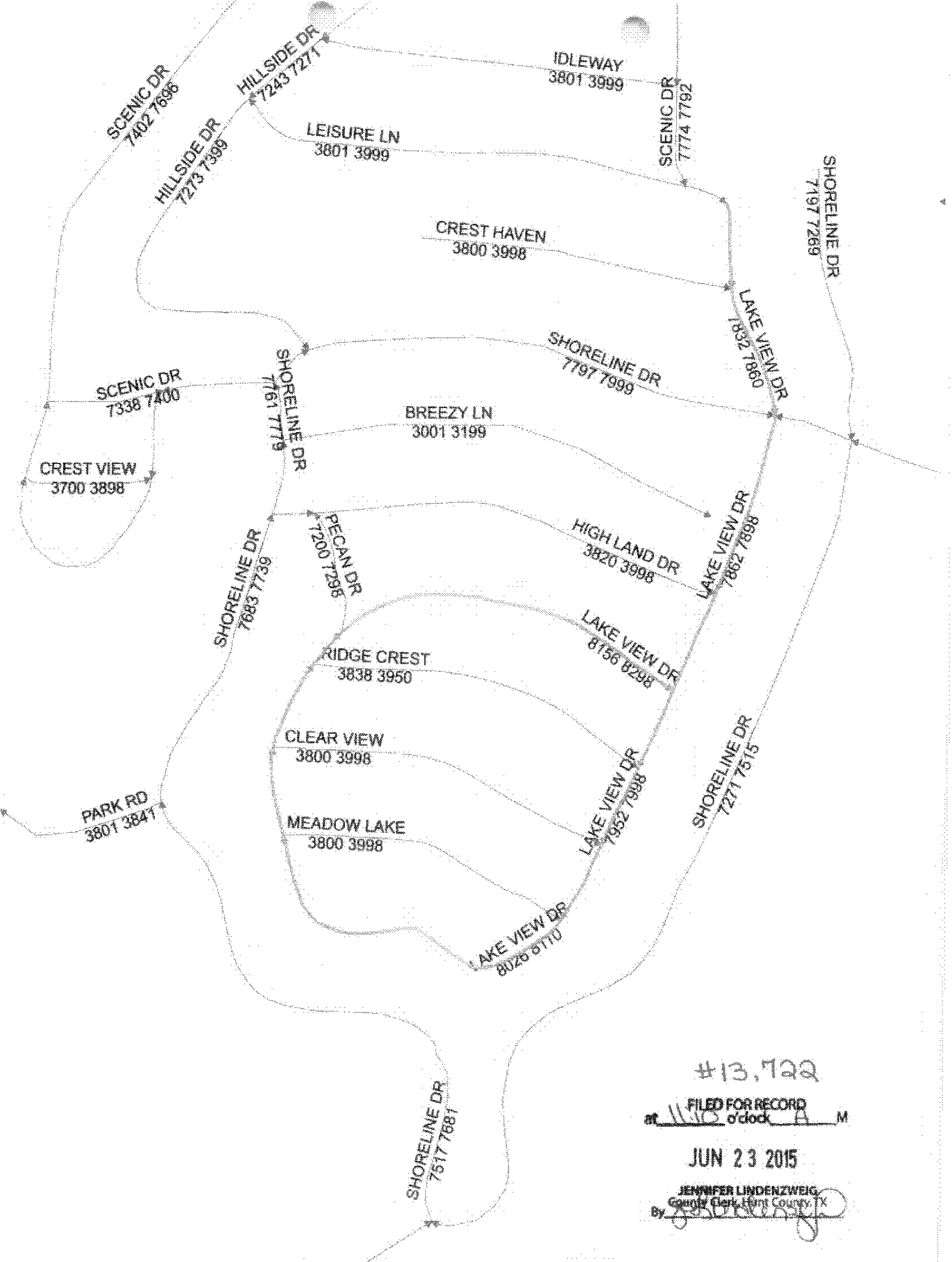
EXECUTED on this 23 day of June, 2015, by County of Hunt.

COUNTY OF HUNT, a Texas local governmental
entity

By:



HONORABLE JOHN HORN
County Judge

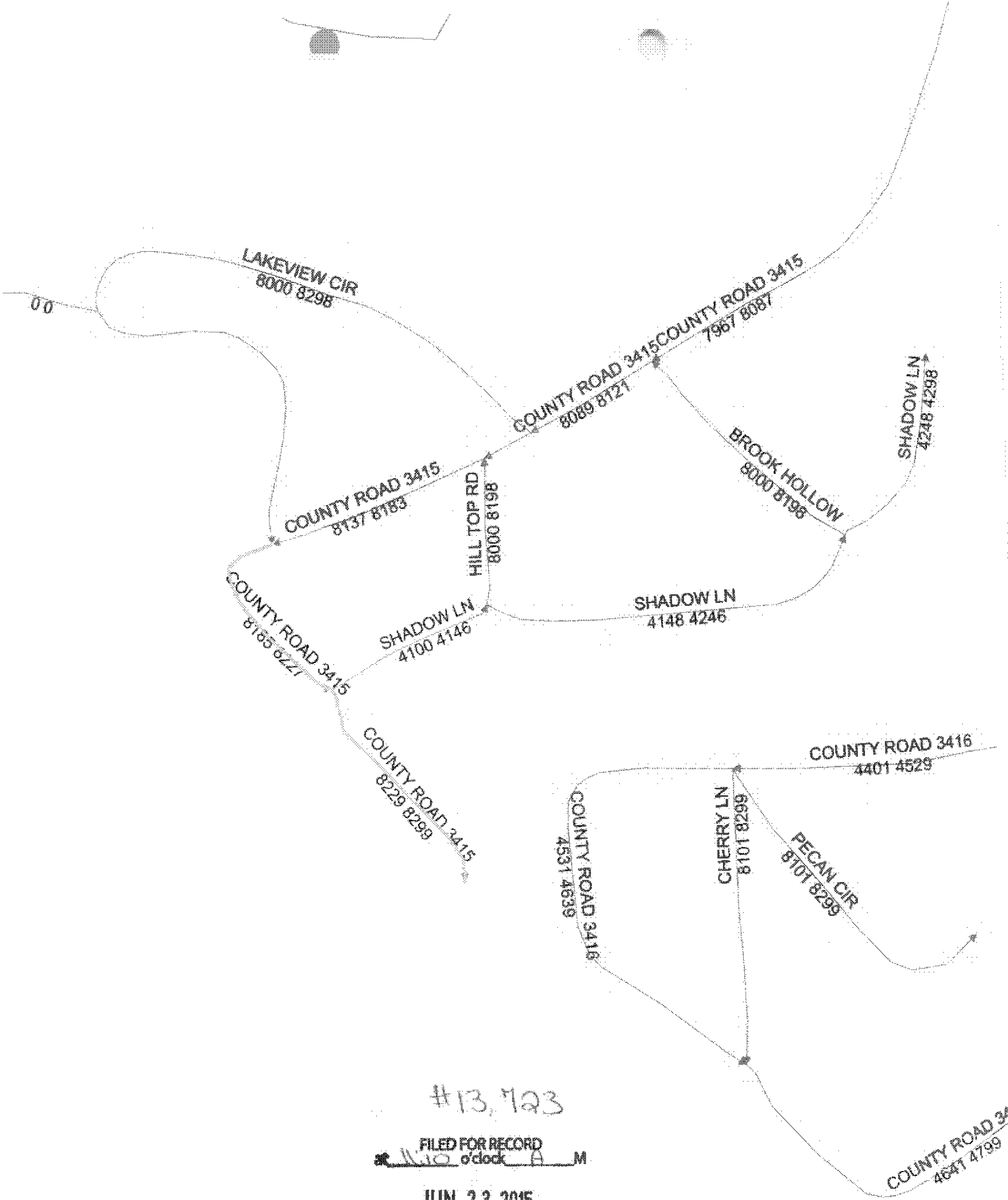


#13,722

FILED FOR RECORD
at 11:05 o'clock A M

JUN 23 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: J. Lindenzweig

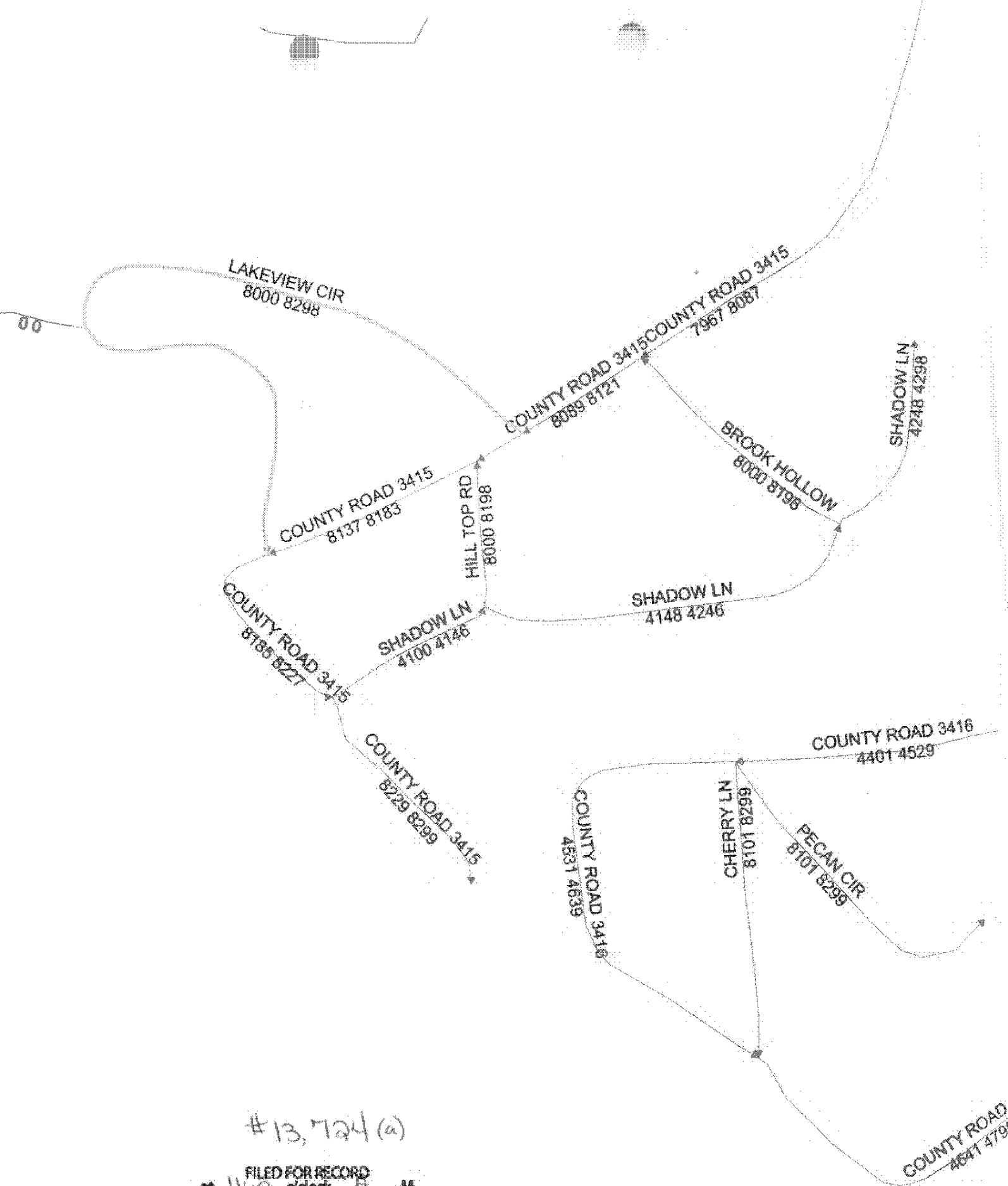


#13,723

FILED FOR RECORD
 11:10 o'clock A M

JUN 23 2015

JENNIFER LINDENZWEG
 County Clerk, Hunt County, TX
 By *Jennifer Lindenzweg*

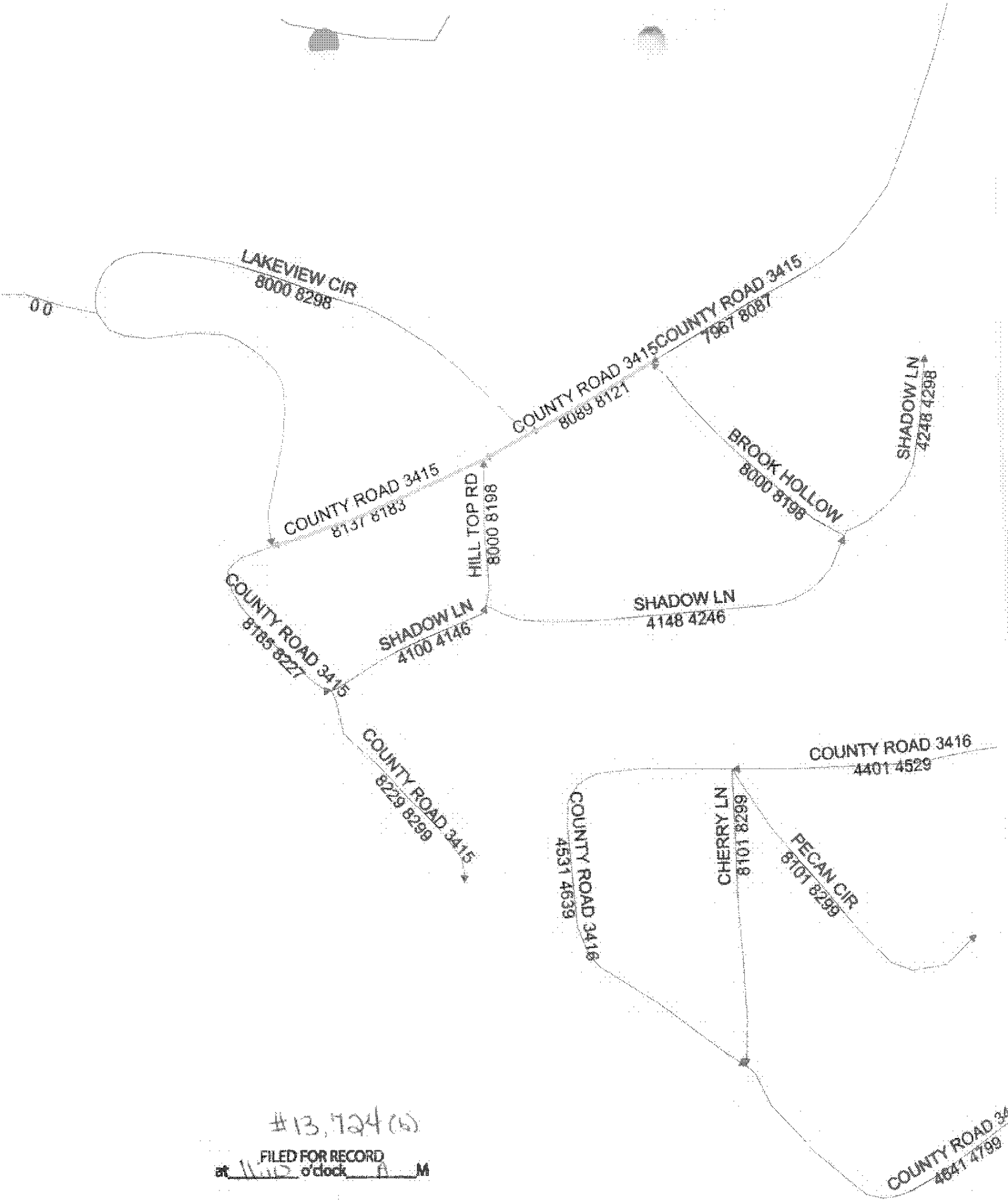


#13,724 (a)

FILED FOR RECORD
at 11:40 o'clock A M.

JUN 23 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: [Signature]



#13,724 (6)

FILED FOR RECORD
 at 11:42 o'clock A.M

JUN 23 2015

JENNIFER LINDENZWEIG
 County Clerk, Hunt County, TX
 By Jennifer Lindenzweig



13,725

June 3, 2015

Office of Hunt County Judge
The Honorable John Horn
Hunt County Courthouse
2507 Lee St. Room 107
Greenville, Texas 75401

Farmers Electric Cooperative Member: David W. Bland
Service Order Number: 1505003736

Dear Judge Horn,

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities across Hunt County Road 2452 which is located, approximately 362 feet south east of CR 2462/Tamminga in Hunt County, Texas.

Site location map and construction sketches are enclosed. The construction sketch details the proposed work. All road crossing will have a minimum vertical clearance of 22 feet.

If you have any questions, please contact Peter Benninger office, 903-453-0513 or cell, 903-453-5292.

Sincerely,

Peter Benninger

Peter Benninger
Engineering Asst.

pbenninger@farmerselectric.coop
Phone 903-453-0513
Mobile 903-453-5292

Submitted by Ra'chel Tidwell
Field Engineering Coordinator

Enclosures

FILED FOR RECORD
at Nine o'clock A M

JUN 23 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX

By Jennifer Lindenzweig

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

2613 Stonewall- Suite A, P.O. Box 8248

Greenville, Texas 75404

(903) 454-2059

fax: (903) 454-9856

#13,726

FILED FOR RECORD
at 11:10 o'clock A M

JUN 23 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: *Jennifer Lindenzweig*

Date: June 8, 2015

AGENDA ITEM

To: John Horn, County Judge
Amanda Blankenship
Executive Administrative Assistant to County Judge

From: Sherrina Williams
Office Manager

Re: Tax Resale Deeds

Please find attached a **Tax Resale Deed** for **property account #78629**. This property was on the February 19, 2015 - Resale Auction for a minimum bid of \$1,643.00. Our office has received payment for this bid amount from Criterion Assets, LLC. **Therefore, we will need the Commissioner's Court to approve this bid/purchase.**

Please return the signed Deed to our office. Please feel free to contact me, if you have any questions.

Thank you.

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

TAX RESALE DEED

Account #78629

STATE OF TEXAS

X

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HUNT

X

That HUNT COUNTY, HUNT MEMORIAL HOSPITAL DISTRICT, QUINLAN INDEPENDENT SCHOOL DISTRICT and CITY OF WEST TAWAKONI acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$1,643.00 cash in hand paid by

CRITERION ASSETS, LLC, 4520 E. BASELINE RD, PHOENIX, AZ 85042

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. TAX 19,071**, in the district court of said county, said property being located in Hunt County, Texas, and described as follows:

ACCOUNT #78629; SHENANDOAH STATION, LOT 4 AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 843 PAGE 127 AND CONSTABLE DEED FILED AS DOCUMENT NO. 2011-6151 IN DEED RECORDS OF HUNT COUNTY, TEXAS.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF HUNT COUNTY has caused these presents to be executed this

23 day of June, 2015.

BY:

[Handwritten Signature]

John Horn, County Judge
HUNT COUNTY

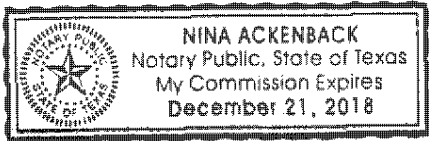
STATE OF TEXAS

X

COUNTY OF HUNT

X

This instrument was acknowledged before me on this 23rd day of June, 2015, by John Horn, County Judge, of HUNT COUNTY.



[Handwritten Signature]

Notary Public, State of Texas
My Commission Expires: 12-21-14