

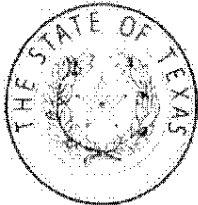
CERTIFICATE OF ATTENDANCE

IS HEREBY GIVEN TO

SHEILA MARSHALL

for your effort in improving vital registration in the State of Texas
through your participation in the 2015 Vital Statistics Regional Conference

Awarded July of 2015



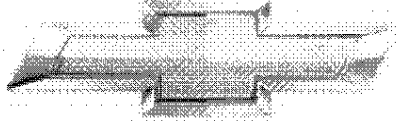
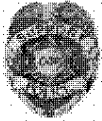
A handwritten signature in cursive script, reading "Geraldine J. Harris".

State Registrar



13,771(1)
FILED FOR RECORD
AT 11:55 a.m.
AUG 11 2015

JENNIFER LINDERWEIG
County Clerk
By: [Signature]



#13,791(2)

QUOTE**RELIABLE CHEVROLET**
HOME OF THE ENFORCER POLICE PACKAGE

DATE: July 24, 2015

INVOICE #

REMIT ADDRESS:

800 North Central Expressway
Richardson, Texas 75080
Phone: 972-952-1561
Fax: 972-952-8172

Email: dadams@reliablechevrolet.com

THIS QUOTE IS BASED ON:

STATE OF TEXAS 071-072-A1 contract POST 9/1

2015 CK25743

CLOTH INTERIOR

WHITE EXTERIOR

FOR:

QUOTE GOOD FOR AS LONG AS

CONTRACT IN EFFECT & VEHICLE ORDERABLE

BILL TO:

HUNT COUNTY SHERIFFS OFFICE

KENNETH PETERS

NOTE: CUTOFF TIME FOR THIS ORDER IS CLOSE OF BUSINESS 7/24/2015

Estimated time of delivery to dealer of 2015 after receipt of PO is 85-105 days for all but Caprice

Estimated time of delivery to dealer of 2015 after receipt of PO is 145-160 days for Caprice

Turnkey estimated time of delivery of unit being upfitted is 5-7 weeks after receipt of vehicle

DESCRIPTION	AMOUNT
(1) - CC25743 - 3/4 TON CREW CAB WT WITH 6.8' BED - ITEM 868C	26662.00
INCLUDES ALL THE STANDARD EQUIPMENT PLUS THE FOLLOWING:	
POWER WINDOWS/LOCKS/MIRRORS, A/C, TILT/CRUISE, AM/FM, CLOTH, SPARE	
PLUS THE FOLLOWING OPTIONS ON CONTRACT:	
UPGRADE TO 4X4 WITH NZZ SHIELDS	2250.30
PCR - POWER MIRRORS/KEYLESS ENTRY/INSIDE DIMMING MIRROR	281.60
Z82 - TRAILERING PACKAGE	246.40
G80 - REAR LOCKING DIFFERENTIAL	0.00
JL1 - ELECTRIC BRAKE CONTROLLER	202.40
UVC - REAR BACKUP CAMERA	176.00
DPN - EXTENDED CAMPER MIRROR UPGRADE	REQ'D IN STATE BID SPEC
NOTES:	
NO PRIVACY GLASS ON THIS ORDER	
POWERTRAIN WARRANTY IS 5 YEAR/100000 MILE \$0 DEDUCTABLE - STD	
9L7 - UPFITTER SWITCHES ARE NO LONGER ORDERABLE	
I INVITE YOU TO INVESTIGATE THE SI-2000 ONLINE SERVICE FROM GM FOR MANUALS	
THIS SERVICE IS AVAILABLE AT NO COST TO FLEETS AND IS REAL TIME INFO.	

FILED FOR RECORD
at 11:45 o'clock AM
AUG 11 2015
JENNIFER LINDENZWEIG
County Clerk Hunt County TX
By [Signature]

CREATE YOUR PO AT WWW.TXSMARTBUY.COM OR WWW.WINDOW.STATE.TX.US. HELP DESK # 888-479-7602

DELIVERY IS INCLUDED WHEN PURCHASING OFF STATE CONTRACT.	SUBTOTAL	\$	29,818.70
STOCK UNITS CANNOT BE HELD WITHOUT LETTER OF INTENT TO PURCHASE or PO	TAX RATE		0.00%
Make all checks payable to RELIABLE CHEVROLET. If you have any questions concerning this invoice, contact: Doug Adams, Fleet and Commercial Manager 972-952-1561 direct line, 972-952-8172 fax, dadams@reliablechevrolet.com	SALES TAX		
	OTHER		
	TOTAL	\$	29,818.70

THANK YOU FOR YOUR BUSINESS!



SOE

591 Feehanville Dr. ♦ Mt. Prospect, Il 60056
Phone: 847.299.9550 ♦ Fax: 847.299.3199
Note: Terms page must be initialed & returned with signed order.

#13771(3)

Table with 2 columns: CA Order No., Reference No. (LM 610720006); Customer No. (49354), Date (7/20/2015)

Ship To ID:
Hunt County Tax Office
2500 Stonewall

Bill To #:
Hunt County Tax Office
2500 Stonewall

Greenville ST. Tx Zip 75401

Greenville St. Tx Zip 75401

Attn: Randy Wineinger
Phone: 903-408-4020

Attn: Randy Wineinger
Phone: 903-408-4020

Order form header section including checkboxes for Factory Order, Field Sale, Ship To (Branch, Cust, Special), Country (Hunt), PO Number (Randy Wineinger), Ship Method, Ship Condition, Services, Tax Exempt, Invoicing Option, GSA No., NAICS (508), and Sales Rep information (Dallas, Luis Mendoza).

Main table with columns: Part Number, Description, Serial #, Quantity, Requested Ship Date, List Price, Net Price, Contract Y. Contains 8 rows of item details.

Summary table with columns: CTD#, Notes, Sub-Total, Freight, Tax, Down Payment, Total, Additional. Total amount: \$6,665.00.

Credit Card Info
Card #:
Expiration MM/YY:
Security Code:
Card Owner:

All orders are subject to acceptance by the Home Office. No agreement to change or modify any of the terms, conditions or prices set forth in this order shall be valid or binding unless such agreement be in writing and signed by an Executive Officer of Cummins Allison Corp.

Terms: 10 Days, Late charge of 1.5% per Month. Freight FOB Mt. Prospect.

Date: 7/20/2015 Purchaser's Name:

Sales Rep Signature: Luis Mendoza

Hunt County Tax Office
Signature of Randy Wineinger

1 Copy - Home Office 1 Copy - Customer 1 Copy - Sales Rep File

Form: 024-0994 Rev 05/08A

FILED FOR RECORD
AUG 11 2015
JENNIFER LINDENZWEIG
COUNTY CLERK HUNT COUNTY TX

Pulled from Sheet 2

1. SALE OF EQUIPMENT

Cummins-Allison Corp. ("Seller") shall sell to BUYER the equipment (the "Equipment") described on the cover sheet of this form, F.O.B. SELLER's location. The sale of the Equipment includes a limited license to use any software associated therewith ("Software") on the terms contained herein and in any materials which accompany the Equipment.

2. DELIVERY

Delivery of the Equipment shall be made on or before the date set forth on the face of the cover sheet of this form. Delivery of the Equipment by SELLER to the carrier at the point of shipment shall constitute delivery to BUYER, subject to a security interest of SELLER for the unpaid purchase price. SELLER may withhold delivery if BUYER is in default to SELLER on this or any other order. SELLER shall not be liable for any delay or failure to deliver if the delay or failure is occasioned by fire, embargo, strike, inability to procure materials or any other circumstances beyond the reasonable control of the SELLER which shall hinder SELLER's performance of this Agreement.

3. PAYMENT

Unless otherwise specified on the cover sheet of this order, payment is due in full within ten (10) days after shipment. Any amounts not paid when due shall bear a late charge of 1.12% per month from the due date. BUYER shall pay SELLER's attorney's fees and other costs associated with collecting amounts owed. Any taxes with respect to the purchase price (other than taxes based on SELLER's net income) shall be paid by BUYER.

4. SECURITY INTEREST

BUYER hereby grants to SELLER a purchase money security interest in the Equipment delivered to BUYER pursuant to the sales order to secure payment of the purchase price of the Equipment and BUYER further agrees to sign, at SELLER's request, financing statement and other documents necessary to evidence such security interest.

If the BUYER fails to pay the agreed purchase price in full when due, or if a receiver shall be appointed for the BUYER, or if the BUYER shall make an assignment for the benefit of creditors, or if a petition in bankruptcy shall be filed by or against the BUYER, then the SELLER may declare the entire sum remaining unpaid to be immediately due and payable any way enter, with or without legal process and using such force as may be necessary, into or upon the premises where the Equipment, or any part thereof, may be located, and repossess the same, and thereafter hold the same absolutely free from all claims of the BUYER, and retain all payments made by the BUYER as and for the agreed reasonable rental of the Equipment and for the use, wear and tear thereof, or as much thereof as may be permitted by law, and the BUYER for himself and his successors in interest hereby waives all claim and right of action for trespass or damages by reason of such entry, taking possession of and removal, and also waives, so far as is consistent with public policy, the benefits of any statutes that may conflict with the conditions of this order, or with any causes of action hereby given.

5. SOFTWARE LICENSE

SELLER grants to BUYER subject to the terms and conditions contained in this software license, a non-exclusive and non-transferable license (except as provided below) to use the proprietary computer software programs and related materials ("Software") which are included by Seller with the Equipment. BUYER shall have the right to use the Software solely for its own internal operation at the location where first placed in operation and only on the Equipment. BUYER may make copies of the Software only for purposes of backup. This Software license is assignable and transferable only in connection with the sale of the Equipment in the ordinary course of BUYER's business to an entity which is not a competitor of SELLER.

6. EQUIPMENT WARRANTY

The Equipment shall conform to the specifications set forth in SELLER's Quotation or published specification sheets. SELLER WARRANTS ALL NEW EQUIPMENT TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL USE AND SERVICE FOR THE SPECIFIED WARRANTY PERIOD. UNLESS STATED OTHERWISE BY SELLER, THE WARRANTY PERIOD FOR PRODUCTS SOLD IN THE U.S. IS ONE (1) YEAR PARTS, NINETY (90) DAYS LABOR FROM THE DATE OF DELIVERY. SELLER'S OBLIGATIONS UNDER THIS WARRANTY ARE LIMITED TO REPAIR OF THE EQUIPMENT AND REPAIR OR REPLACEMENT OF ANY OF ITS PARTS REASONABLY DETERMINED BY SELLER TO BE DEFECTIVE.

However, if the Equipment is located within a SELLER Customer Service area and is covered by a Maintenance Agreement entered into with an authorized SELLER representative at the time of purchase, any material or workmanship found defective will be repaired or replaced at SELLER's option, without charge, at any time during the Maintenance Agreement Period (excluding consumables). This warranty does not cover software, which is covered by a separate warranty.

7. SOFTWARE WARRANTY

SELLER warrants that it has the right to grant a license for use of the Software included in its Equipment. SELLER warrants for a period of ninety (90) days from the date of sale of its Equipment that the Software will substantially conform with the functionality described in the specifications referred to in Section 6. This warranty is void if a Software error or malfunction is caused by modifications of the Software, by equipment not made by SELLER, by incorrect data or procedures used by BUYER's personnel, or if BUYER fails to apply the current release of the Software provided to BUYER. BUYER'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS WARRANTY ARE (1) THE CORRECTION OF THE SOFTWARE SO THAT IT PERFORMS AS WARRANTED (CORRECTION MAY INCLUDE THE REPAIR OR REPLACEMENT OF THE SOFTWARE AS PART OF SELLER'S MAINTENANCE) OR (2) IF AFTER REPEATED EFFORTS, SELLER DETERMINES AND NOTIFIES BUYER THAT IT IS UNABLE TO MAKE THE SOFTWARE PERFORM AS WARRANTED, BUYER MAY RETURN THE EQUIPMENT TO SELLER AT BUYER'S EXPENSE AND RECEIVE A REFUND OF THE PURCHASE PRICE, LESS A REASONABLE ALLOWANCE FOR BUYER'S USE.

8. NON CONFORMING EQUIPMENT

BUYER must inspect EQUIPMENT promptly upon receipt. Except as provided by written warranty, Buyer waives any claim based on nonconforming Equipment and/or Software unless such claim is made within Thirty (30) days after BUYER learns of the defect complained of, but in any event within ninety (90) days after delivery by SELLER of the Equipment. All claims of BUYER shall be made in writing by certified mail, return receipt requested, addressed to SELLER at its address set forth herein.

9. DISCLAIMER AND LIMITATION OF LIABILITY

The warranties herein shall be applicable only if the Equipment shall be the property of the original purchaser or user and shall have been properly used, operated and maintained in accordance with the manual or instructions provided with the Equipment and for the purpose for which sold. Normal wear and tear and consumable supplies are not covered by these warranties. These warranties shall not be applicable if the Equipment or any part thereof has been repaired or replaced by the buyer without the Seller's prior written permission or has been subjected to any accident, casualty, misapplication, alteration, abuse or misuse.

The warranties herein shall not apply to Equipment or software sold outside the United States, for which Seller's warranties shall be set forth separately and in accordance with local laws.

No other warranty, either express or implied, and including a warranty of merchantability or fitness for a particular purpose or against infringement, has been or will be made by or on behalf of Seller, or by operation of law with respect to the Equipment and accessories by their installation, use, operation, replacement, or repair whether used alone or with any third party products or software. SELLER SHALL NOT BE LIABLE BY VIRTUE OF THIS WARRANTY, OR OTHERWISE, FOR ANY DAMAGES OR EXPENSES ASSOCIATED WITH ANY THEFT, LOSS, TRANSFER OR MISDISPENSING OF FUNDS OR PROPERTY, LOSS OF DATA, INTERRUPTION OF BUSINESS, LOST PROFIT OR FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGE RESULTING FROM THE USE OR OPERATION OF THE EQUIPMENT, OR OTHERWISE ARISING UNDER THIS AGREEMENT, WHETHER OR NOT SELLER WAS APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. Seller's liability for damages to Buyer for any cause whatsoever shall not exceed the purchase price for the Equipment on which the claim is based. Irrespective of any statute, the Buyer recognizes that the express warranties set forth herein are the exclusive remedy to which it is entitled and waives all other remedies, statutory or otherwise. Repair or replacement shall be Buyer's sole remedy under these warranties.

10. DEFAULTS AND REMEDIES

If BUYER fails to pay any amount to SELLER when due or fails to perform any other material term of this Agreement and such failure continues unremedied for ten (10) days after receipt of written notice from SELLER, BUYER shall be in default and SELLER may cancel all or any part of this Agreement and exercise any available rights. Upon such cancellation, BUYER shall be liable for all applicable costs, charges, and damages, including attorney's fees.

11. PATENT, TRADEMARK, AND COPYRIGHT INFRINGEMENT

SELLER shall defend and settle, at its own expense, any claim or suit against BUYER alleging any Equipment or Software sold or licensed by SELLER in the form delivered (but not the use thereof) infringes any U.S. patent, trademark or copyright and pay all damages assessed by final judgment against BUYER due to such infringement, provided, however, that BUYER notifies SELLER promptly in writing of any claims, provides SELLER sole control of the defense, cooperates with SELLER and permits SELLER to replace or modify the Equipment or Software to become noninfringing. SELLER may, at its option, refund the purchase price less a reasonable allowance for BUYER's use. This section states the entire liability of SELLER for infringement by the Equipment or Software.

12. LIMITATIONS OF ACTIONS

No action shall be maintained by BUYER against SELLER unless written notice of any claim alleged to exist is delivered by BUYER to SELLER within thirty (30) days after the event complained of first becomes known to BUYER, and an action is commenced by BUYER within ninety (90) days after such notice, in no event may action for breach be commenced more than one year after the cause of action accrues.

13. ENTIRE AGREEMENT; GOVERNING LAW

This sales order, including the specifications referenced herein and the manual and other materials which accompany the Equipment (collectively, the "Agreement"), is the entire contract between the parties with respect to the subject matter hereof and supersedes all prior agreements and negotiations between them as to the subject matter. This Agreement may be amended only in writing signed by the duly authorized representatives of the parties. All additional or conflicting provisions proposed by BUYER are rejected. If any provisions of this Agreement are determined invalid or unenforceable, the remaining provisions shall remain in effect. This Agreement shall be construed in accordance with the laws of the State of Illinois as a contract made and to be performed in that State.

14. CONFIDENTIALITY

BUYER acknowledges the Equipment, the Software and all related documentation (the "Information") constitutes proprietary and confidential information of SELLER and that the protection of this information is of the highest importance. BUYER agrees to keep the Information in strict confidence, to take appropriate steps to ensure that persons authorized to have access to the Information shall refrain from any unauthorized reproduction or disclosure of the information and to restrict access to any display of the Information to BUYER's personnel who need access or display the Information to enable BUYER to use the Information as contemplated by the Agreement and who have been advised of and have agreed to treat the information in accordance with BUYER's obligations. BUYER will not lend, sell, give, lease, or otherwise disclose the information or any associated materials derived or developed from the Software without the prior express written approval of SELLER. BUYER will not be liable for disclosure of any information if such information: (a) is rightfully known to BUYER prior to receipt of it from SELLER, or (b) is or comes into the public domain through no act or omission on the part of BUYER, or (c) is rightfully disclosed to BUYER by a third party with SELLER's approval and without restriction on disclosure. BUYER agrees that the Software and all copies and versions made by BUYER are and shall remain the sole property of SELLER. BUYER agrees to include SELLER's proprietary notice on all copies of the information in whole or in part, and in any form made by the BUYER. The obligations set forth in this Agreement shall survive the termination of this or any other Agreement with SELLER.

15. BUYER shall be responsible for providing electrical power which complies with SELLER's specifications and is protected by a circuit breaker in accordance with applicable local electrical code. Unless otherwise specified, SELLER requires an electrical supply that provides a voltage operating range of 105-130 VAC and a frequency of 50/60 Hz. Three-prong power cords provided by SELLER must be plugged directly into properly grounded three-prong outlets. Electrical power supply conditions contrary to the SELLER's specifications may result in improper operation and / or Equipment damage. SELLER shall not be obligated under any warranty or Preventative Maintenance Agreement for conditions resulting from failure to comply with SELLER's electrical power specifications.

I have read and agree to these Terms

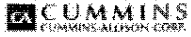
Buyer's Initials

Date:

8-11-2015

Additional Order Notes:

Reference No.



Preventative Maintenance Inspection Agreement. This is not an invoice. Terms: Service not rendered until receipt of Payment.

PO Box 338 - 661 Foothills Dr. IR - Prospect, IL 60068 - 847 298 2550

Customer Number: 43954, Date entered at Home Office, Reference #: LM 610720006

Machine Location: County: Bill To: Hunt County Tax Office, 2500 Stonewall

County: Hunt, City: Greenville, State: TX, Zip: 75401

Contact: Randy Wineinger, Phone #: 903-408-4020

Attention: Randy Wineinger, Phone: 903-408-4020, PO #: Randy Wineinger

Mail this Signed Contract to: Cummins-Allison Corp.

Application: Commercial, Rural

Billing Frequency:

A, S, T, Q, 2, 3 (Additional charges for other than annual or multi-year)

Table with columns: Line #, Description of Covered Machine/Accessory/Option, Coverage Code, Location / Site ID, Part Number, Serial Number, Volume Code, Service Branch, Sales Rep, # Annual Inspections, Base Amt. (Annual), Zone, Zone Amount, Total Annual Amount

* Each Coverage Code relates to a specific product coverage as described in Section 4 on pages 2 and 3. ** See section 7 on Page 3.

Table with columns: Adder for Support, Total Base Amounts, 1st Year, Contract Total, Tax Additional

Machine Installation Date, Assigned Contract #, CTD1-CTD6, Contract Effective Date, Line(s) Effective Date, Contract Total

Terms and Conditions (Additional terms and conditions listed on Page 2 and 3)

In consideration of the charges above, payment each year in advance, Cummins Allison, subsequently referred to as C-A, agrees to perform maintenance service and furnish necessary replacement parts, subject to the following terms and conditions, on equipment listed by part number and serial number and location above.

SECTION 1 - PERIODIC INSPECTION

- 1. On user's premises to inspect, test, clean, lubricate, adjust and perform all other maintenance operations which such inspections and testing shall indicate are required in order to minimize the possibility of break downs and to maintain in proper working order each machine covered by this agreement. 2. For the purpose of such inspection each machine listed on this contract must be made available to C-A personnel for the time period required to perform all maintenance functions.

SECTION 2 - EMERGENCY SERVICE

- 1. This agreement includes emergency service requested by the user and found by the service representative to be necessary to keep the equipment in good operating condition. 2. This agreement includes all travel expense except on emergency calls requested by users located more than 50 miles from the local C-A office. "Local" box will be marked with an "X" at top of form; in which case a charge for mileage only portal-to-portal will be made.

Subscriber acknowledges having read and understood all pages of this agreement. The terms and conditions on page 2 and 3 of this document are part of this agreement.

Signature and Date: 8-11-15, Purchaser's Authorized Signature, Printed Name and Title of Authorized Signer

Cummins Authorized Representative, Date, Please mail signed form to office listed at top of the page.

Reference No. LM 610720006

SECTION 3 - PARTS COVERAGE

1. This agreement includes all parts indicated under the applicable paragraph(s) identified in the Coverage Code column above and described in Section 4-Specific Product Coverage, which can be installed without the use of shop facilities and on user's premises. It does not include supplies or consumable parts excluded under Section 4 Specific Product Coverage.
2. When, in C-A opinion, a shop reconditioning is necessary and on-site repair and parts replacement cannot keep the machine(s) in satisfactory operating condition, C-A will submit a cost estimate. Such work (both parts and labor), if authorized by the customer, will be in addition to the service contract charges.

SECTION 4 - SPECIFIC PRODUCT COVERAGE

This agreement and associated parts coverage applies to the machine part number and serial number corresponding to the Coverage Code(s) and location/s as recorded on the front of this agreement.

CODE 1 Perforators - All parts excluding die blocks.

CODE 2 Imprinters, Signers and Endorsing Equipment - All parts excluding: signature and endorsing dies; PROMS; ink and ink rollers; and rubber feed rollers.

CODE 3 Busters and Decollators - All parts excluding roll cleaner or other supplies.

Paper Shredders - Excludes plastic bags and lubricating oil.

- Does not include parts or labor necessitated by excess use. This is defined as exceeding 150 hours of operation per month.

- Does not include parts or labor necessitated by misuse. This includes, but is not limited to, continuous shredding of material other than paper products, credit cards, staples or occasional one inch paper clips.

Note: High Security Cross Cut Shredders are "paper only" shredders. Unacceptable material would include, but not limited to, microfilm, microfiche, jurata paper clips, brass fasteners, binder clips, or other metals objects.

CODE 4 New Machine Coverage - Shredders

- Signed within 90-day labor warranty period.

- Full parts and labor coverage on customer premises or Cummins-Allison local service facility (supersedes Section 3, Paragraph 2). There may be a charge for labor at 50% of the local Cummins-Allison Service Branch labor rate for extensive repairs (exceeding two (2) hours) on High Security Shredders and large, high volume shredders (206, 220, 450 volt units) that can not be removed from the customer's premises.

CODE 4A Strip Cut Shredders - Cutters become consumable, chargeable parts after the five (5) year warranty.

CODE 4B Particle Cut Shredders - Cutters and deflectors become consumable, chargeable parts after the three (3) year warranty.

CODE 4C High Security Cross Cut Shredders - Cutters and deflectors become consumable, chargeable parts after the one (1) year warranty.

CODE 5 Existing Machine Coverage - All Shredder Models

- Signed after the 90 day labor warranty period.

- Limited parts and labor coverage. Does not include cutters, combers, separators, deflectors, spacers or cutter shafts except where warranties apply. Also refer to Section 3 Paragraph 2.

CODE 6 MICR Encoders - All parts covered excluding Printer Paper, Printer Ribbons and MICR Ribbons.

CODE 7 JetCount Currency Counters - All models. All parts covered excluding roll cleaner, compressed air, carrying case, imprinting dies and ink rollers.

CODE 8 JetScan Currency Scanners - All models. All parts covered excluding roll cleaner, compressed air, carrying case.

CODE 9A JetCash Currency Dispensers - All parts covered excluding picker module assemblies, stacker module assemblies, transport assemblies, currency cassettes and software license fees.

CODE 9B JetCash Currency Dispensers Extended Coverage - All parts covered excluding currency cassettes, and software license fees.

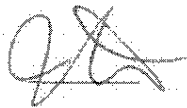
CODE 10A JetSort Coin Sorters - All Model 1000, 2000, 3500, 4000 Series includes Sort Disk coverage for five years from install date, while under PMIA. Excludes Sort Pads, ribbons, and printer paper.

All 5000/6000 Series: Excludes Sort Disk (unless entering into Sort Disk coverage PMIA), Sort Pads, ribbons and printer paper.

CODE 10B JetSort Coin Sorters - All Models-No Parts Coverage.

Code 10C JetSort Coin Sorters - Self-Service Models 6000 Series. (Models 6650-6699). All parts including Sort Disk and Sort Pads. Excludes supply items such as ribbons and printer paper.

CODE 11 External Device - C-A Personal speech system, C-A Printer Kit, Remote Display, Bar Code Scanner or other C-A supplied external device. Excludes all supply items.



8-11-2006

Reference No. LM 610720006

CODE 12A Coin Wrappers - All parts covered excluding Wrap Rollers, Crimps Hooks, Hopper Belts, Coin Feed and Drive Belts.

CODE 12B Coin Wrappers Extended Coverage - All parts covered including Wrap Rollers, Crimps Hooks, Hopper Belts, Coin Feed and Drive Belts.

CODE 12C Coin Wrappers-Very High volume - Over 6000 rolls per day. Parts coverage same as Code 12B.

CODE 12D Coin Wrappers - No parts coverage.

CODE 13 Coin Counters and Coin Dispensers - All parts covered excluding Coin Feed Belts and Hopper Belts.

CODE 14 Casino Coin Scales - Includes Terminal, Remote Keyboard, Center Dump Hopper, Printer. Excludes Load Cell and Ribbons.

CODE 15 Coin Transport Systems - No parts coverage.

SECTION 5 - DISCLAIMERS AND LIMITATION OF LIABILITY

1. This agreement does not include new attachments, modifications, retrofits, changes in inscription to dies blocks or dies requested by user.
2. This agreement does not include parts or labor necessitated by acts of God, war, fire, water sabotage or accidental damage.
3. This agreement does not include parts or labor necessitated by adverse environments (temperature, humidity, poor or fluctuating electrical power), volumes in excess of the "volume rate" identified in this agreement, mis-use, abuse, sabotage, damage due to shipping or other casualty loss or damage.
4. Repairs by unauthorized service personnel will void this agreement. If such repairs necessitate service from C-A authorized service personnel, a charge for parts and labor will be issued to the customer.
5. C-A'S SOLE RESPONSIBILITY UNDER THIS AGREEMENT IS FOR SERVICE AS SPECIFIED. IN NO EVENT WILL C-A BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF C-A HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PARTY.
6. C-A reserves the right to deny service to equipment that is located in environments which, at the discretion of C-A, would subject C-A service personnel to an unreasonable risk of harm. Equipment to be serviced under this Agreement and located in an unreasonable dangerous environment must be first relocated to a location ideal fitted by C-A at the Customer's expense.

SECTION 6 - ACCEPTANCE AND RENEWAL

1. This agreement is subject to acceptance by C-A in Mt. Prospect, which will evidence acceptance of this agreement by billing for such service from its office in Mt. Prospect, Illinois. All payments for service rendered under terms of this agreement are to be forwarded to Cummins-Allison Corp., 891 Freshmanville Drive, Mt. Prospect, Illinois 60056.
2. This agreement will renew itself automatically each year at the rates in effect at the time of renewal and will continue unless cancelled in writing by either party 30 days prior to renewal. Any taxes now or hereafter imposed upon the furnishing of the service and/or material herein described or upon the control thereof or the receipts therefrom shall be paid for by the owner or user of the equipment.
3. Cancellation Policy: If in the event a contract is cancelled by the customer prior to the expiration date, the prorated (unused) portion of the contract will be refunded to the customer with any services performed during the partial contract period being charged back, less the value of any paid portion of the contract that has not been refunded. Prorated refunds will not be reduced for cancellation of contract on equipment that is replaced with new equipment, provided the new equipment is placed immediately under contract.

SECTION 7 - SUPPORT TYPE: Hours, Shifts, Volumes

- Support Type: Adder Description
- 1 0% Standard: 8AM-6PM, Mon-Fri, Response within 24 Hrs.
 - 2 10% Extra: 7AM-7PM, Mon-Fri, Response within 24 Hrs.
 - 3 20% 6 Days: 8AM-5PM, Mon-Sat, Response within 24 Hrs.
 - 4 30% 7 Days: 8AM-5PM, Mon-Sun, Response within 24 Hrs.
 - 5 50% 24/7: Around the Clock, 7 Days, Response within 24 Hrs.
 - 6 40% 12/7: 7AM-7PM, 7 Days, Response within 24 Hrs.
 - 7 A/c Carte: After Hours-A/c Carte: Service requested beyond Standard Hours-Labor/Travel Invoiced Separately
 - 8 25% 2 Shifts: Machine operated 2-Eight Hour Shifts, Stand. Hours
 - 9 50% 3 Shifts: Machine operated 3-Eight Hours Shifts, Stand. Hours
- Types 8 & 9: After Hours service billed separately with approved Quote.

Section 8 - Power Requirements.

- * Voltage Operating Range: 105 - 130 VAC.
- * Frequency: 50/60 Hz.
- * Electrical Supply circuit: A 15 Amp electrical supply properly grounded and protected by a circuit breaker must be provided with this equipment. The three-prong grounded plug supplied with this equipment, must be plugged into a properly grounded three-prong outlet. To ensure proper operation of this equipment, a separate circuit serving only this device should be provided.
- * It is the customer's responsibility to provide a power line that is grounded and protected by a circuit breaker in accordance with the applicable local electrical code.
- * Power disruptions that result in input voltage other than the power requirements as specified in the equipment specifications can lead to improper operation or result in the failure/damage to electrical components. Such power disruptions are not covered under the machine warranty or Preventative Maintenance Agreement. Power conditioning/stabilizing devices are available through Cummins-Allison Corporation.

I have read and agree to these terms:

Buyer's Initials:

Jell

Date:

7-16-2015

SOFTWARE SUPPORT AGREEMENT
(USE ONE FORM PER SYSTEM SITE)

Enter Date: 7/21/15	Contract Date: 7/21/15
Customer No: 49354	
Date: 7/21/15	Industry Code: 508

Company: Hunt County Tax Office
 System Site Address: 2500 Stonewall
 City: Greenville State: Tx Zip: 75401
 Attn: Randy Wineinger
 Phone: (903) 408-4020

Bill To: Hunt County Tax Office
 Address: 2500 Stonewall
 City: Greenville State: Tx Zip: 75401
 Attn: Randy Wineinger Phone: (903) 408-4020
 P.O. # _____ Billing Frequency: _____

Software Support Part #	Software Part #	# of stations	Volume	Rep #	Branch #	Annual Rate \$	Total \$
008-0202-5C	008-0202-4P			B36	1561	180.00	180.00
008-0302-5C	008-0302-00	1		B36	1561	215.00	215.00
3.							
Install Date						Contract Effective Date	
From						to	
						Grand Total	
						395.00	

TERMS AND CONDITIONS

This Customer Software Support Agreement is by and between Cummins-Allison Corp. of 881 Feehanville Drive, Mt. Prospect, IL 60056, U.S.A. (Distributor), and Hunt County Tax Office of 2500 Stonewall, Greenville, Tx (Customer)

SECTION 1:

This Software Support Agreement sets forth the standard software support obligations (hereinafter "Agreement") of Distributor as to all software programs (hereinafter the "Programs") duly purchased by the Customer through Distributor or Distributor's agent for use on a single display unit connected to a single computer with a single CPU. The term hereof is one year from the date of installation of the Programs ("Effective Date"), and any subsequent one year renewal periods ("Periods"). Support is contingent upon:

- a. Receipt by Distributor of Customer's payment for all Programs ordered; and
- b. Receipt by Distributor of Customer's payment of the current Period charge for Support for all Programs ordered by Customer.

SECTION 2:

Support includes and Distributor shall:

- a. Provide user and technical support, answers to questions and installation assistance through telephone / fax support made available by Distributor to the Customer for this purpose.
- b. Provide telephone / fax support regarding any technical malfunctions of the Programs.
- c. Consider Customer's requests for new features in the Programs, as new releases are designed and.
- d. Attempt to repair, as reasonably possible under the circumstances any fixable and verifiable non-conformance of the Programs with the specifications that are attributable to defects in design or workmanship during the course of the Period and reported by the Customer to Distributor.
- e. Up to one annual update which would be the latest release of the software, if applicable and issued, and may contain new features.

SECTION 3:

This Agreement does not entitle Customer to receive new products that may be offered by Distributor in the future, without payment of applicable additional license fees.

Agreed to this 21st day of July 2015

For Customer:
 Signature: [Signature]
 Title: Hunt County Tax Office

SECTION 4:

THE SUPPORT IS PROVIDED "AS IS". DISTRIBUTOR MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

DISTRIBUTOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, DIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CUSTOMER'S SOLE AND EXCLUSIVE REMEDY CONCERNING OR ARISING OUT OF THE ACTS OR OMISSIONS OF DISTRIBUTOR IN PROVIDING SUPPORT SHALL BE, AT DISTRIBUTOR'S OPTION, TO A.) REPAIR OR REPLACE THE PROGRAMS OR B.) RETURN THE SUPPORT FEES PAID HEREUNDER AND TERMINATE THE AGREEMENT.

In the event of any breach of this Agreement by Customer, Distributor may, at its option, terminate this Agreement and seek any legal or equitable remedy. This Agreement shall be governed by the laws of the State of Illinois without regard to any conflict of laws and provisions, and Customer consents to jurisdiction in the courts of Cook County, Illinois.

SECTION 5:

This Agreement is subject to acceptance by Distributor in Mt. Prospect, Illinois. Distributor will evidence such acceptance by billing for the Agreement.

SECTION 6:

This Agreement shall renew automatically for subsequent renewal periods at the rate in effect at the time of renewal and will continue unless canceled in writing by either party thirty (30) days prior to the expiration of the renewal Period. Any taxes imposed upon the provision of the Agreement and/or material herein described or upon this Agreement or the receipts therefrom shall be the responsibility of Customer.

For Cummins-Allison Corp.:
 Signature: [Signature]
 Title: Sales Representative



FIVE STAR Correctional Services
Setting the Standard in Institutional Food Service

July 5, 2015

#13,771(4)

Cheryl Blue
Hunt County Purchasing Agent
2507 Lee Street, Room 200
Greenville, TX 75401

Re: CPIU Pricing

Dear Ms. Blue:

Pursuant to the terms and conditions set forth in the Hunt County Request for Proposal for Meal Services RFP# 068-11, Five Star Correctional Services, Inc. is requesting a CPIU price re-determination on meal services at Hunt County Jail. The increase will be effective at the breakfast meal on October 1, 2015 through September 30, 2016.

We have made the following price adjustment based on the Consumer Price Index for the periods between June 2013 thru May 2014 and June 2014 thru May 2015.

Please find the attached report for your review and verification.

All other terms of the original contract shall remain the same.

Meal Description	Current Price	New Price
Inmate Meals	\$ 1.060	\$ 1.088
Trustee Meals	\$ 1.457	\$ 1.496
Medical Snacks	\$.619	\$.635

We realize that County budgets are growing increasingly tighter. We work hard to keep prices down; however, the continual rise of fuel prices is also driving up the price we pay for most, if not all, the food items we use on a daily basis. Please consider this request carefully.

Should you have any questions, please do not hesitate to call me at the phone number below.

Sincerely,

Ron Stevens
President

CC: Sheriff Randy Meeks
Lee Greninger

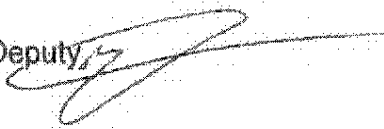
FILED FOR RECORD
at 11:45 o'clock A M
AUG 11 2015
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By



**HUNT COUNTY
SHERIFF**

Randy Meeks, Sheriff
2801 Stuart Street
Greenville, TX 75401
903.453.6800

MEMORANDUM

DATE: August 4, 2015
TO: Cheryl Lowry, Purchasing Agent
FROM: William T. Oxford Jr., Chief Deputy 
SUBJECT: Meal Service Price Increase

Five Star Correctional Services has communicated, "*Pursuant to the terms and conditions set forth in the Hunt County Request for Proposal for Meal Service RFP # 068-11, Five Star Correctional Services, Inc. is requesting a CPIU price redetermination on meal services at Hunt County Jail. The increase will be effective at the breakfast meal on October 1, 2015 through September 30, 2016.*"

Five Star Correctional Services is requesting a 1.027 cent increase for the Inmate Meals, Trustee Meals and Medical Snacks. It is my recommendation we honor the contract with Five Star Correctional Services and approve/accept the 1.027 cent per meal increase.

cf: Randy Meeks, Sheriff
Mr. Stevens, Jail Administrator
Ron Stevens, President Five Star Correctional Service

#13,772



Alarm Solutions
371 Ole Wagon Rd
Quinlan, Texas 75474
903-356-4158
alarmsolutions@gmail.com

PROPOSAL

ACR#1756558

Site Location
Hunt County Jail

Greenville, Texas

Quote#:

Date: February 12, 2015

*July 27, 2015 - PER CHARLES WEEMS
Quote price remains the same / cl*

PROPOSAL FOR: Fire Alarm System

This proposal is for the installation of a fully addressable Silent Knight fire alarm panel with full building notification, sprinkler supervision, and elevator recall. Alarm Solutions will be replacing the existing Autocall fire alarm system as well as the existing wiring. All power supplies and notification devices as well as all HVAC relays and duct detectors will also be replaced. Alarm Solutions alarm planning superintendent will be creating a new fire alarm system design for this facility with CAD drawings. We appreciate the opportunity to provide you with this proposal.

Alarm Solutions is a Fire Protection Company

Materials Pricing Estimate				
Phase 1-	Material Description	Manufacturer	Mfr Number	Qty.
	Addressable Fire Alarm Panel	Silent Knight		1
	Addressable Pullstation	Silent Knight		29
	Addressable Heat Detectors	Silent Knight		8
	Addressable Smoke Detector	Silent Knight		187
	Addressable Input Module	Silent Knight		53
	Addressable Notification Module	Silent Knight		5
	Addressable Relay Module	Silent Knight		53
	Weatherproof Horn/Stroke	System Sensor		1
	Annunciator Keypad	Silent Knight		2
	12v 18.0 AH Batteries	Alarm Express		2
	12v 8.0 AH Batteries	Alarm Express		10
	CAD Design Drawings	Alarm Solutions		2
	Strobe	System Sensor		63
	Horn/Stroke	System Sensor		35
	Addressable Duct Detectors	Silent Knight		50
	16/2 & 14/2 FPLP Wire	Alarm Solutions		10
	Remote Power Supply	Silent Knight		5
	Detector Bases	Silent Knight		187
	SLC Expansion Modules	Silent Knight		3

FILED FOR RECORD
at 11:45 o'clock A.M.

AUG 11 2015

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



Alarm Solutions
 371 Ole Wagon Rd.
 Quinlan, Texas 75474

Project: Hunt County Jail
 Greenville, Texas
Estimate For: Fire Alarm Installation

Date: February 12, 2015

Pricing Breakdown	Extended Price
System Installation	\$97,000.00

This company is licensed and regulated by the Texas State Fire Marshall's Office

TERMS AND CONDITIONS

In light of the volatility of material costs, prices are valid for 30 calendar days from the date of this proposal. The occurrence of any significant increase in material costs from the costs existing as of the original quote date shall be considered a change in scope, and the parties agree to promptly meet to negotiate an equitable adjustment in the fees payable to Alarm Solutions.

Any change to the scope of work described in this Quote involving extra cost shall only be effective upon the execution of a written change order by both parties. Unless otherwise specified, prices are F.O.B shipping point and do not include any applicable sales tax.

Payment due upon receipt of invoice. In the event of a dispute concerning any invoice, undisputed amounts shall be paid when due. Past due amounts shall bear interest at 12% per annum if amount is 30 days past due until paid in full.

All work to be performed during normal business hours Monday through Friday unless otherwise noted. Pricing is contingent upon unrestricted access to the areas where the work is to be performed and the work being performed in one continuous phase.

ALL MATERIAL AND WORKMANSHIP IS GUARANTEED FOR ONE YEAR FROM COMPLETION OF THE WORK. EXCEPT FOR THE FOREGOING WARRANTY, ALARM SOLUTIONS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

ALARM SOLUTIONS SOLE OBLIGATION WITH RESPECT TO THE FOREGOING WARRANTY SHALL BE TO REPERFORM THE SERVICES AND REPLACE ANY DEFECTIVE MATERIALS; PROVIDED, HOWEVER, THAT IF ALARM SOLUTIONS FAILS TO REPERFORM THE SERVICES OR REPLACE THE DEFECTIVE MATERIALS AS WARRANTED, THEN ALARM SOLUTIONS TOTAL LIABILITY RELATING TO THIS QUOTE SHALL IN NO EVENT EXCEED THE FEES ALARM SOLUTIONS RECEIVES HEREUNDER FOR THE PORTION OF THE WORK GIVING RISE TO LIABILITY.

IN NO EVENT SHALL ALARM SOLUTIONS EVER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES OR LOSS (NOR ANY LOST PROFITS, SAVINGS OR BUSINESS OPPORTUNITY).

Alarm Solutions shall not be responsible for any delays or other failures in performance caused by matters reasonably outside of its control. To the extent that the terms and conditions set forth in this Quote conflict with any terms and conditions set forth in any purchase order or other form, the terms and conditions of this Quote shall control. In the event of any dispute between the parties concerning the performance of the work the prevailing party shall be entitled to be awarded its reasonable attorneys fees and other costs of enforcing this Quote.

All materials are subject to availability. Any returns may be subject to restocking fees. Risk of loss shifts to buyer upon delivery.

Pricing is based upon all cable pathways being easily accessible and free and clear of obstructions.

Workmans Compensation Insurance covers all Alarm Solutions Technicians.

PLEASE CONTACT THE UNDERSIGNED WITH ANY QUESTIONS AT:
903-356-4158

RESPECTFULLY,

Charles Thomas

ACCEPTANCE OF QUOTATION		Please sign and return
<i>John L. Horn</i>		2-11-2015
Customer Signature - Pl Print		Date
<i>[Signature]</i>		2-11-2015
Customer Signature - CS Sign		Date
Purchase Order #		

By signing this quotation Customer agrees to purchase the materials and associated labor under the terms and conditions of this proposal.

ESCROW TRUST AGREEMENT

FILED FOR RECORD
at 11:15 o'clock A M

AUG 11 2015

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

#13,776

THE STATE OF TEXAS
COUNTY OF HUNT COUNTY

This contract and agreement made and entered into on this the 30th day of July 2015, by and between Hunt County Commissioner Jim Latham, Precinct 4 and Craig Porter by hereinafter called "Purchaser".

WITNESSETH:

That said Purchaser has deposited into a fund labeled "County Road Improvement Fund" the amount of \$1,500.00 for the purpose of constructing a certain site improvement, to wit:

Upgrade approximately 250 feet on CR4705 from dirt to rock (Split footage on each end 125 ft as per owners request)

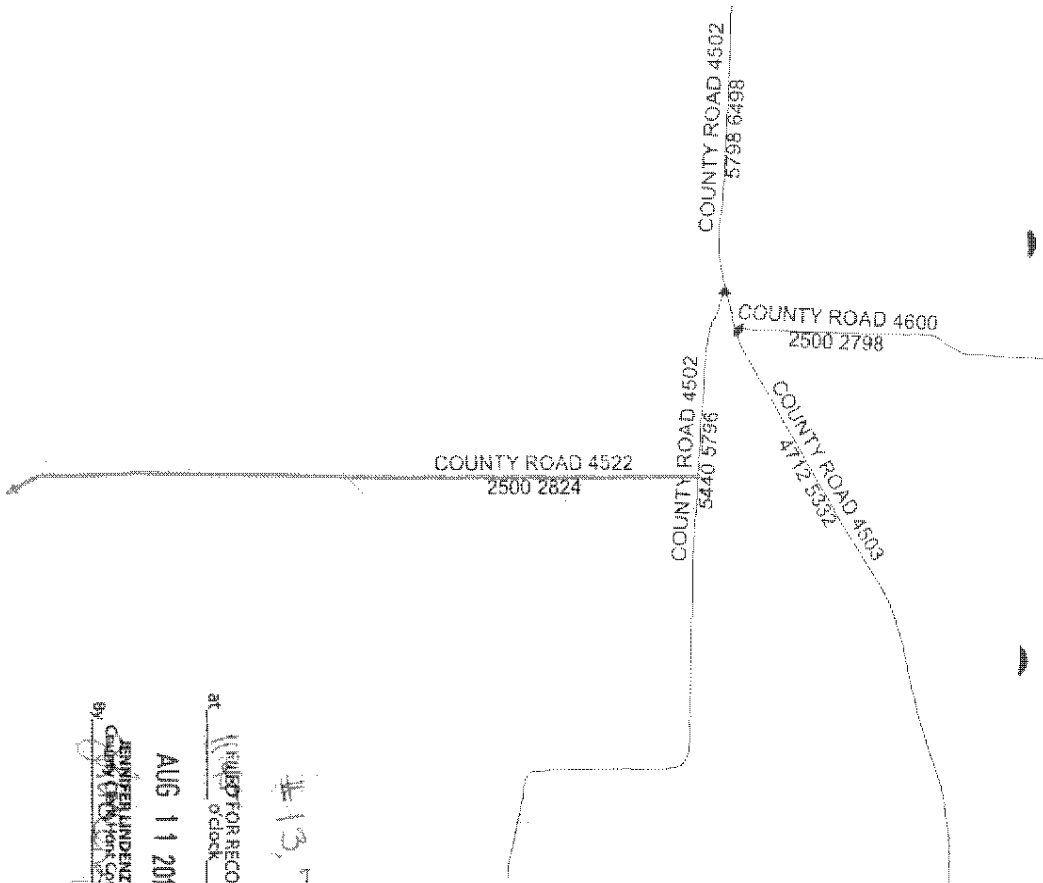
to be specifically used for the improvements of said road when adequate funding becomes available. The cost of said improvements shall be prepared by the Commissioner and agreed upon by the purchaser prior to the execution of this agreement. Upon receipt of payment, the County Treasurer shall forward a copy of the deposit warrant to the commissioner in charge of making said improvements. If for any reason the county has not completed said improvement within one hundred twenty (120) days from the date of execution of this agreement the escrowed road improvement funds shall, at the request of said purchaser, be returned to purchaser and this agreement shall than become void.

WHEREAS, said improvement is left to the sole discretion of the responsible commissioner.

IN TESTIMONY WHEREOF, the parties hereto have executed this contract and agreement on this the 30th day of July 2015.

[Signature]
Commissioner's Signature

[Signature]
Purchaser signature
6211CR4705
(Address of purchaser)
Commerce, TX 75428
214-680-6091



#13, 777

AUG 11 2015

at FILED FOR RECORD M
 of clerk
 JENNIFER LINDERWEIG
 CLERK OF COUNTY, TX

South Sulphur River

PerdueBrandonFielderCollins&Mott LLP 
ATTORNEYS AT LAW


P.O. BOX 2007
TYLER, TEXAS 75710-2007
TELEPHONE 903-597-7664
FAX 903-597-6298
www.pbfc.com

DAVID HUDSON
ATTORNEY AT LAW

TAB BEALL
ATTORNEY AT LAW

July 29, 2015

HUNT COUNTY JUDGE
HUNT COUNTY COMMISSIONERS COURT
HUNT COUNTY COURTHOUSE
2507 LEE ST 2ND FLOOR
GREENVILLE TX 75401

#13,778
FILED FOR RECORD
at 11:45 o'clock A M
AUG 11 2015
JENNIFER LINDENZWIG
County Clerk, Hunt County, TX
By 

RE: AGENDA REQUEST

Please place the following on your next agenda for consideration:
Consider acceptance of high bids received on Resale Properties as follows:

<u>Account #</u>	<u>Purchaser</u>	<u>Bid Amount</u>
R71527	HUNT 3210, LLC	\$7,500.00
Property Description: Org. Town of Greenville, Block 177, Lot 1H HCAD Situs: 1218 MORSE ST GREENVILLE, TX 75401		

I have enclosed the resolutions, bid analysis, and the information we received from each Purchaser.

I recommend that these proposals be accepted. Final approval is subject to acceptance by all taxing jurisdictions involved. Please call if you have any questions.

Very truly yours,



TAB BEALL

TB/sf
Enclosures

13,778

RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT

FILED FOR RECORD
at 11:45 o'clock
AUG 11 2015
MANFRED LINDENZWEIG
County Clerk, Hunt County, TX

WHEREAS, the **Hunt County Commissioners Court** has become the owner of certain real property described in the attached Exhibit (Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff pursuant to an order of the District Court in **TAX20231 styled City of Greenville vs. Ruby Durham, Deceased**

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

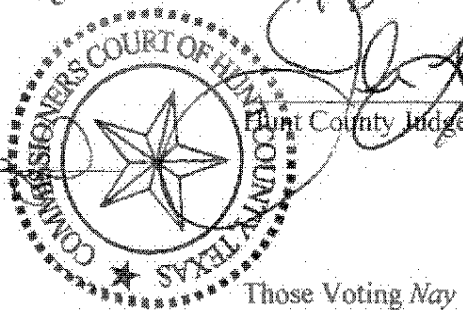
NOW therefore be it resolved by the Board of Trustees of **Hunt County Commissioners Court**, Hunt County, Texas

That the sale of the hereinabove described real property to **HUNT 3210 LLC** by **MICHAEL A MCBRAYER** to purchase the property in the attached Exhibit "A," also known as **1218 MORSE STREET, Account #R71527**, for **SEVEN THOUSAND FIVE HUNDRED AND NO/100 (\$7,500.00)**, said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 11 day of August 2015.

Attest:

Manfred Lindenzweig
County Clerk



[Signature]
Hunt County Judge

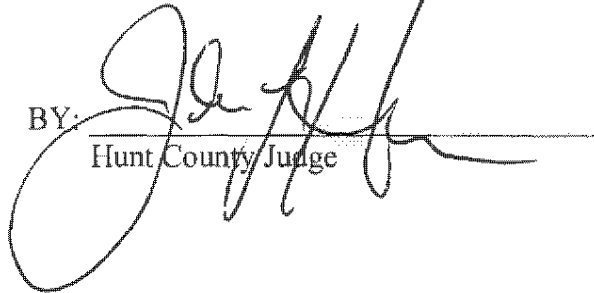
Those Voting *Aye* Were:

Those Voting *Nay* Were:

Evans
McMahon
Martin
Latham

In testimony whereof the Hunt County Commissioners Court, Hunt County, Texas has caused these presents to be executed this the 11 day of August, 2015.

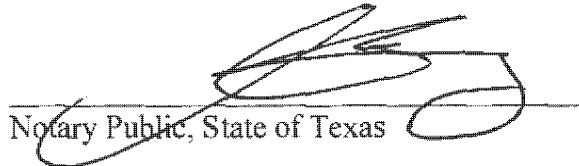
Hunt County Commissioners Court

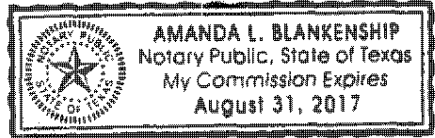
BY: 
Hunt County Judge

State of Texas }
 }
County of Hunt }

This instrument was acknowledged before me on this the 11 day of August, 2015 by John L. Horn

Hunt County Judge, Hunt County Commissioners Court, Hunt County, Texas.


Notary Public, State of Texas



“EXHIBIT A”

Property Description:

TRACT 1: BEING PART OF THE ORIGINAL TOWN OF GREENVILLE, BLOCK 177, LOT 1H, AS DESCRIBED IN WARRANTY DEED RECORDED ON VOLUME 764, PAGE 601, ON INSTRUMENT FILED JULY 21, 1975 and CONSTABLES DEED, DOC#2015-1539 FILED FEBRUARY 9, 2015 IN HUNT COUNTY, TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R71527.

Situs per Hunt County Appraisal District: 1218 MORSE ST, GREENVILLE TX 75401

BID ANALYSIS

July 29, 2015

Cause #: TAX20231

Previous Owner: RUBY DURHAM, DECEASED

Bid Amount: \$7,500.00

Date Bid Submitted: 7/8/2015

Bidders Name: **MICHAEL A MCBRAYER
FOR HUNT 3210, LLC**

Bidders Address: 4712 DEER VALLEY LN
RICHARDSON TX 75082

Acct#: R71527

Judgment Date: 6/19/2014

Property Value at Judgment: \$31,870.00

Property Value today: \$29,240.00

Date of Sale: 10/7/2014

Minimum Bid at Sale: \$14,903.72

Sale Deed Filed: 2/9/2015

Redemption Expires: 8/9/2015

PROPERTY DESCRIPTION

TRACT 1: BEING PART OF THE ORIGINAL TOWN OF GREENVILLE, BLOCK 177, LOT 1H, AS DESCRIBED IN WARRANTY DEED RECORDED ON VOLUME 764, PAGE 601, ON INSTRUMENT FILED JULY 21, 1975 and CONSTABLES DEED, DOC#2015-1539 FILED FEBRUARY 9, 2015 IN HUNT COUNTY, TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R71527.

SITUS OR LOCATION PER HUNT CAD: 1218 MORSE ST GREENVILLE, TX 75401

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
CITY OF GREENVILLE	1993-1994, 2002-2006, 2008-2013	\$3,624.06
GREENVILLE ISD	1993-1994, 2008-2013	\$5,838.77
HUNT COUNTY	1993-1994, 2008-2013	\$2,347.75
HUNT MEMORIAL HD	1993-1994, 2008-2013	\$1,026.79

TOTAL: \$12,837.37

COSTS

Court Costs	\$1,316.54 (Payable to Hunt County District Clerk)
Publication Fee:	\$285.40 (Payable to Hunt County Treasurer)
Constable's Fee:	\$ 60.00 (Payable to the Hunt County Constable Pct. 1)
Deed Recording Fee:	\$ 38.00 (Payable to Hunt County Clerk)

TOTAL: \$1,699.94

PROPOSED TAX DISTRIBUTION – R71527

Bid Amount: \$7,500.00 Costs: \$1,699.94
Net to Distribute: \$5,800.06

ENTITY	AMOUNT TO DISBURSE
CITY OF GREENVILLE	(29%) \$1,682.02
GREENVILLE ISD:	(45%) \$2,610.03
HUNT COUNTY:	(18%) \$1,044.01
HUNT MEMORIAL HD:	(8%) \$464.00

(These amounts are contingent on verification of cost)

TOTAL: \$5,800.06

Sale Date: 10/7/2014
Judgment Date: 6/19/2014

Cause Number: TAX20231

File # 130158

CITY OF GREENVILLE
VS.
RUBY DURHAM, DECEASED

Tract:1 GEO: R71527 HCAD: 1218 MORSE ST
BEING PART OF THE ORIGINAL TOWN OF GREENVILLE, BLOCK 177, LOT 1H,
AS DESCRIBED IN WARRANTY DEED RECORDED ON VOLUME 764, PAGE
601, ON INSTRUMENT FILED JULY 21, 1975, IN HUNT COUNTY, TEXAS AND
BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE
CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT
UNDER ACCOUNT NUMBER R71527.

Description	Item Amount	Due At Sale
Taxes		
R71527: CITY OF GREENVILLE: 1993-1994, 2002-2006, 2008-2013	\$3,725.41	
R71527: GREENVILLE INDEPENDENT SCHOOL DISTRICT: 1993-1994, 2008-2013	\$6,003.71	
R71527: HUNT COUNTY AND HUNT MEMORIAL HD	\$3,474.66	
Total Taxes		\$13,203.78
Court Costs Due District Clerk		
Court Costs	\$1,316.54	
Total Court Costs Due District Clerk		\$1,316.54
Publication Fees		
Publication In Newspaper	\$285.40	
Total Publication Fees		\$285.40
Constable Or Sheriffs Fees And Commissions		
Constables Commission	\$60.00	
Total Constable Or Sheriffs Fees And Commissions		\$60.00
Recording Fees		
Deed Recording Fee	\$38.00	
Total Recording Fees		\$38.00
TOTAL COSTS		\$1,699.94
Total Due At Sale		\$14,903.72
Appraised Value Of Property		\$31,870.00
Minimum Bid		\$14,903.72

RESULTS: STRUCK OFF TO CITY OF GREENVILLE, TRUSTEE
CONSTABLE'S DEED DOC#2015-1539 filed FEBRUARY 9, 2015
NON-HOMESTEAD REDEMPTION ENDS: AUGUST 9, 2015

HUNT 3210, LLC

July 8, 2015

To Whom it May Concern

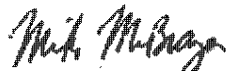
My name is Mike McBrayer and I am a property investor in Hunt County. I have purchased multiple houses in the county through my company Hunt 3210, LLC. I am interested in purchasing 1218 Morse St. from the city of Greenville. The house is in need of some repair and my plan would be to repair the house to a standard where it could be rented or sold to a family.

My offer is to purchase this property from the city of Greenville for \$7,500. This is a cash offer with no contingencies. Although I am a licensed broker, I am not asking for any commissions on this transaction. I can close the purchase within 24 hours of my offer being approved.

Please do not hesitate to call me if you have any questions from me. I can be reached on my cell at 972.333.3282.

Thank you.

Sincerely,



Michael A. McBrayer
Manager

Fax to: 903-408-4291 Att: Sandy
From: Classification
JAIL COUNT
July 21 - August 3, 2015

<u>DATE</u>	<u>MALE</u>	<u>FEMALE</u>	<u>HOLDING</u>	<u>Hopkins County</u>	<u>PTS</u>	<u>Federal</u>	<u>TOTAL</u>
21-Jul	209	48	8	0	0	16	281
22-Jul	204	50	15	0	0	14	283
23-Jul	199	46	16	0	0	14	275
24-Jul	201	43	12	0	0	14	270
25-Jul	204	43	11	0	0	14	272
26-Jul	210	45	8	0	9	14	287
27-Jul	206	44	3	0	0	14	267
28-Jul	200	42	6	0	0	14	262
29-Jul	200	41	8	0	0	14	263
30-Jul	196	43	6	0	0	14	259
31-Jul	195	43	9	0	0	14	261
1-Aug	196	42	8	0	0	14	260
2-Aug	199	43	5	0	0	14	261
3-Aug	198	43	6	0	0	14	261

#13,780

FILED FOR RECORD
at 11:45 a'clock A M

AUG 11 2015

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

A RESOLUTION: CHOOSING TO EXERCISE THE COUNTY OF HUNT'S POWER TO MAINTAIN A CIVIL SUIT AGAINST ANY PERSON OR ENTITY THAT MAY BE OR MAY HAVE BEEN COMPLICIT IN THE VIOLATION OF CHAPTER 26 OF THE TEXAS WATER CODE AND/OR CHAPTER 382 OF THE TEXAS HEALTH AND SAFETY CODE; MAKING THE WRITTEN FINDINGS REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2254.103(d); GRANTING AUTHORITY TO THE COUNTY JUDGE TO EXECUTE SAID RESOLUTION AND AUTHORITY TO THE COUNTY JUDGE TO EXECUTE ATTORNEY CONTRACT; AND AUTHORIZING COUNTY CLERK TO AUTHENTICATE COUNTY JUDGE'S SIGNATURE TO SAID RESOLUTION AND CONTRACT.

JENNIFER LINDENBERG
County Clerk
Hunt County, TX

AUG 11 2015

FILED FOR RECORD
at 11:05 a'clock
M

A regularly-scheduled meeting of the Commissioners' Court of Hunt County, Texas, was held in Greenville, Texas, on the 11th day of August, 2015, at 10:00 A.M.; a majority of Commissioners 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, 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 actions of these violators and others have threatened and continue to threaten the health, safety and welfare of the citizens of Hunt County, Texas; and

WHEREAS, in order to exercise its right to maintain a civil suit for violation of Chapter 26 of the Texas Water Code and/or Chapter 382 of the Health and Safety Code, a local government must adopt a resolution authorizing that power under Texas Water Code section 7.352; 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 2254.103(d);

NOW THEREFORE BE IT RESOLVED by the Hunt County Commissioners' Court that the County hereby chooses to exercise its power to maintain a civil suit against any other person or entity that may be or may have been complicit in the violation of Chapter 26 of the Texas Water Code and/or Chapter 382 of the health and Safety Code.

BE IT FURTHER 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 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 County Judge of Hunt County, Texas, be authorized and is hereby authorized to execute said resolution.

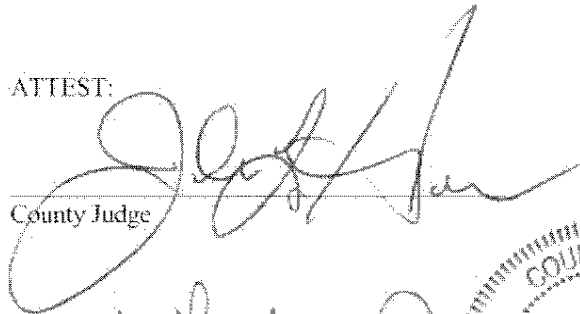
BE IT FURTHER RESOLVED, that the County Judge of Hunt County, Texas, be authorized and is hereby

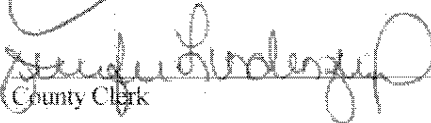
authorized to execute an attorney contract subject to Texas Government Code Chapter 2254, Subsection C.

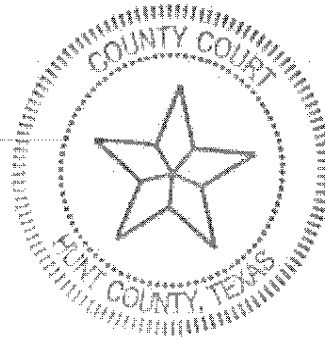
BE IT FURTHER RESOLVED, that the County Clerk be authorized and is hereby authorized to authenticate the signature of the County Judge to said resolution or contract.

PASSED BY THE COMMISSIONERS' COURT of Hunt County, Texas, at a regularly-scheduled meeting of the Commissioners' Court in Greenville, Texas, on the 11th day of August, 2015.

ATTEST:


County Judge


County Clerk



#13,784

CONTINGENT FEE CONTRACT

FILED FOR RECORD
at 1:45 o'clock A M

AUG 11 2015

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

STATE OF TEXAS §
COUNTY OF HUNT §

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

WITNESSETH:

Client hereby engages the aforementioned Attorney, and authorizes and empowers Attorney to institute, maintain, and prosecute any civil causes of action arising out of actions in the unincorporated areas of Hunt County, Texas, as detailed below. Attorney hereby accepts said engagement, and agrees to act on behalf of Client to the best of Attorney's ability. This Contract shall be subject to the following terms:

1. Definition of "Hunt County, Texas":

Our client is Hunt County, Texas, not its Commissioners' Court, County Judge, or individual Commissioners. Out of necessity, we will abide by the wishes of the elected officials who make up the Commissioners' Court, but our ethical duties will run to Hunt County, Texas itself. Our representation in matters arising from this Contract are limited to Hunt County, and the term "Hunt County, Texas" does not include, and our representation of Hunt County does not mean, that we represent the elected officials, managers, officers, or employees of Hunt County, Texas.

2. Scope of Work:

Attorney has been engaged to pursue site clean-up and penalties arising from illegal dumping and other activities in the unincorporated areas of Hunt County, Texas, including the following: (1) illegal or unlicensed dumping or discharge of any material; (2) improper or unauthorized release of pollutants, or (3) other activities in violation of Texas law, codes, rules and/or regulations for which a suit may be maintained under the Texas Water Code or other related statutes or rules. We may accomplish our objective through any legal and ethical means available, including demand letter, litigation and/or mediation. Our engagement is limited to providing legal services and does not include accounting, financial, management, or other non-legal services.

3. Conflicts of Interest:

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

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

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

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

4. Cooperation:

5. We will need the full cooperation of Hunt County and timely and full disclosure of facts and developments. We assume and must rely on the accuracy and completeness of the facts disclosed to us in providing our advice. In litigation matters, this is particularly important in order to satisfy discovery requests with respect to the causes of action alleged in the lawsuit. Failure to provide full disclosure and discovery may cause the court to impose sanctions; these may be severe and may include striking defenses or claims and imposing monetary fines. Personnel:

Daniel Ray and Abigail Kweller Sullivan will have the primary responsibility for representing Hunt County. Other lawyers in our firm (including younger attorneys) and legal assistants may be involved when we believe it would be beneficial to Hunt County. Additional attorneys or firms may be associated by Attorney, with the approval of the County Judge. If that occurs, those attorneys or firms will bill at the rates stated in Section 18.g.ii, and will be subject to all other parts of this contract.

6. EVALUATIONS ARE NOT GUARANTEES:

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

7. Records:

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

8. Disclosure to Third Parties:

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

9. Fee:

Hunt County understands normal contingency fees for this type of litigation are 33% to 40%. In consideration for the services rendered and to be rendered by Attorney, Hunt County hereby transfers, assigns, and conveys to Attorney an undivided interest in and to Hunt County's causes of action in the amount of 33% of any and all sums of money and property recovered for the Hunt County from any party. Because the recovery of most environmental actions arising from this contract must be split 50%/50% with the State of Texas under Texas Water Code Section 7.107, this fee will be 1/6 (16.67%) of the total recovery.

In addition, Attorneys will seek attorney fees from the opposing parties in order to defray the amount of the fee paid from Hunt County's total recovery. Any attorney's fees recovered will be applied to the contingency fee described above. Therefore, for example, if the Attorneys recover \$60,000 for Hunt County's portion of a matter arising from this contract and an additional \$10,000 in attorneys' fees, the \$60,000 is subject to the 1/3 maximum contingency fee – or \$20,000. Because the \$10,000 in awarded attorneys' fees will be applied to that amount, Hunt County will pay only \$10,000 to Attorney. If the attorneys' fees are greater than the 1/3 contingency fee, the Attorney shall receive the attorneys' fees but will not be paid any additional moneys from Hunt County (subject to the requirements of §2254.106(a), (b) and (c), Tex Gov't Code, described in Section 19.g, below). In the event no attorney fees are awarded or agreed upon by defendants, neither Hunt County, Texas, nor any of its agents or officers will be responsible for payment to Attorneys for fees or for expenses incurred in representation of this matter.

The fee described will be computed without enhancement regardless of the outcome. More specifically, there will be no increased cost to the County if any matter arising from this contract is settled, or tried and appealed. This paragraph is included to comply with the terms of §2254.105(2), Tex Gov't Code.

In no case will any fee paid to Attorney exceed the lesser of the 1/3 contingent fee described in this Section 9 or the special fee calculation established under §2254.106(a), (b) and (c), Tex Gov't Code (described in Section 19.g, below, and applied to cases with a recovery to Hunt County of over \$100,000). This paragraph is included to meet the requirements of §2254.106(d), Tex Gov't Code.

Unless the fee set out in this Contract is determined to be prohibited by law, the fees described above will be paid 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 the fees described above shall be the sole source of compensation to Attorneys.

10. Payment of Expenses Not Covered by Contingency Fee:

Our invoices will reflect charges for out-of-pocket expenses incurred in connection with cases arising from operation of this contract, including but not limited to: filing fees, court costs, certified copies of documents, transcripts, depositions, duplication costs, postage, office supplies, photographs, trial exhibits, long distance phone & fax calls, appraisal fees, consultants, expert witnesses and other fees associated with preparation and trial testimony, investigation fees, delivery charges, overnight mail/parcel services, parking, toll road & mileage expenses, out of town travel expenses as per IRS guidelines, local counsel costs (if necessary) and any other expense incurred in connection with the matter. These charges will not be reimbursed by Hunt County during the course of representation. These reimbursements are subject to the requirements of §2254, Subchapter C, Tex Gov't Code. Attorneys will pay these costs during the course of representation, and will seek reimbursement from the defendant(s) in a final judgment. **Hunt**

County, Texas, will not be responsible to pay these costs or any other costs at any point, whether during or after representation. Any expenses will only be reimbursed to Attorney from any penalty collected at the successful conclusion of a matter arising from this contract, and shall be paid after the contingent fee calculation is applied to the total amount of any penalty collected or fees awarded. This paragraph is included to meet the requirements of §2254.105(3), Tex Gov't Code.

11. Experts and Expert Fee Estimates:

Hunt County understands experts may be necessary to proceed to trial. Attorneys may retain experts upon approval of Hunt County. Attorneys will pay the experts' retainers and invoices as necessary, and be reimbursed for this cost as described in Section 10. Any expert fees will only be reimbursed to Attorney from any penalty collected at the successful conclusion of a matter arising from this contract, and shall be paid after the contingent fee calculation is applied to the total amount of any penalty collected or fees awarded. This paragraph is included to meet the requirements of §2254.105(3), Tex Gov't Code.

12. Media Inquiries:

From time to time, we may receive media inquiries concerning this matter. Applicable ethical requirements may preclude or limit our response to those inquiries. Subject to ethical limitations, we will abide by Hunt County's instructions concerning whether and in what manner we respond to media inquiries. In the absence of specific written instructions, we will work with the media in accordance with our judgment, revealing non-confidential information when it is ethical to do so and appears to advance Hunt County's interests.

13. Electronic Mail:

In the course of our representation, we may have occasion to communicate with Hunt County and with others by electronic mail. Such communications will not be encrypted. Although interception of such communications by a third party would constitute a violation of federal law, we can offer no assurance that such interception will not occur. We will abide by any instructions Hunt County may give us concerning electronic mail communications; in the absence of such instructions, we will use our own judgment regarding the advisability of using such means of communication.

14. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of Texas.

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

16. Legal Construction

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

17. Prior Agreements Superseded

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

18. Additional Government Code Requirements

- a. Attorney shall 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.
- b. Attorney shall permit Hunt County officials 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.
- c. Upon conclusion of any matter arising from this Contract, Attorney shall provide Hunt County 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.
- d. Attorney shall disclose all information as required under the Texas Public Information Act and otherwise meet the requirements of §2254.104(d), Tex Gov't Code.
- e. Any subcontracted legal or support services performed by a person who is not a contracting attorney or a partner, shareholder, or employee of Attorney 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.
- f. 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.
- g. Base Fee and Computation of Fee for Any Case with a Recovery of Over \$100,000:
 - i. This section 19.g. is required under §2254.106, Tex Gov't Code, and applies only to individual recoveries for Hunt County that actually exceed \$100,000 in accordance with §2254.106(f)-(g), Tex Gov't Code; In a recovery to which this section applies, the Base Fee (as calculated below) would be multiplied by the multiplier of 4 (as set forth below) to obtain the maximum contingency fee

payment allowed under Section 2254.106 of the Texas Government Code

- ii. The following reasonable hourly rates required to be in this contract under §2254.106(a), Tex Gov't Code are based on the reasonable and customary rate in the Greenville, Texas legal market for the type of work performed, and based on the relevant experience, demonstrated ability, and standard hourly billing rates of the persons listed:

Daniel Ray	- \$950/hr
Abigail Kweller Sullivan	- \$950/hr
Other attorneys	- \$950/hr
Paralegals	- \$200/hr
Law Clerk	- \$100/hr

- iii. Texas Government Code Section 2254.106(b) requires the establishment of a "Base Fee." The Base Fee is used to calculate the contingent fee for any case arising from this contract that actually results in a recovery of \$100,000 or more shall be as follows: For each attorney, law clerk, or paralegal who is a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm, multiply the number of hours the attorney, law clerk, or paralegal works in providing legal or support services under the contract times the reasonable hourly rate for the work performed by that attorney, law clerk, or paralegal (in Section 19.g.ii, above). Add the resulting amounts to obtain the base fee. The computation of the base fee may 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.
- iv. Multiplier: Pursuant to Government Code Section 2254.106(c), this contract must establish a 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. Based on those factors, the reasonable multiplier for relevant matters arising from this contract is: four (4).

19. Approval of Comptroller:

This Contract is effective only after review and approval by the Texas Comptroller.

20. Retention of Control:

Subject to the approval of the Texas Attorney General, the County shall have the absolute right to settle any case brought under this contract for no penalty, which would yield no contingent fee on penalties to Attorneys. Attorneys have no authority to settle or otherwise compromise the position of the County or any of its officers. Attorneys shall at all times be subject to the supervision, direction, and control of the Hunt County Judge, who acts as the County's agent and

retains absolute and total control over all critical decision-making in cases brought under this contract.

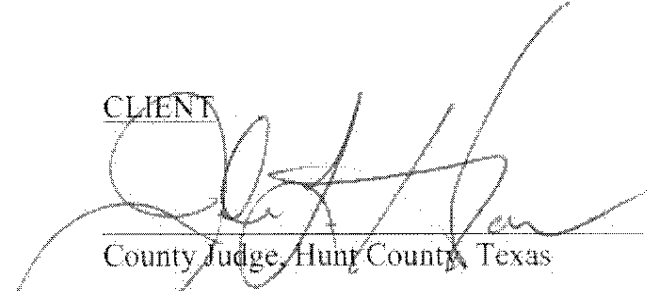
TAX DISCLOSURE AND ACKNOWLEDGMENT:

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

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

THIS CONTRACT IS SIGNED in Hunt County, Texas, on _____, 2015.

CLIENT



County Judge, Hunt County, Texas

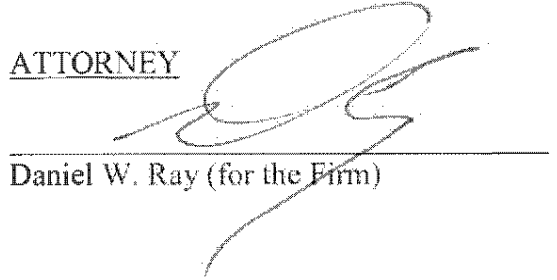
Date: 8-18-2015



Hunt County Clerk

Date: 8-11-2015

ATTORNEY



Daniel W. Ray (for the Firm)

Date: 8/11/2015

APPROVED BY:

OFFICE OF THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS:

By: Deputy Comptroller or her designee

Date: _____



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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

September 3, 2015

13,784
FILED FOR RECORD
at 1:52 o'clock P M
SEP 14 2015
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *Jennifer Lindenzweig*

Ms. Amanda Blankenship
Administrative Assistant
Hunt County Judge John L. Horn
2507 Lee Street
Greenville, TX 75401

Dear Amanda,

Please find enclosed the approved Hunt County contingent fee contract. If there are any questions, please contact Joe Madden at 512-475-5602.

Sincerely,

Susan Schwartz
Legal Assistant

Enclosure

Questionnaire Answers for Hunt County, Texas Contract with Scott & Ray,
PLLC, for Environmental Enforcement Civil Suits.

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

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.

Name: Primary: Amanda Blankenship, Administrative Assistant to Hunt County Judge John L. Horn;
Backup: Nina Ackenback, Administrative Assistant to Hunt County Commissioners;
Address: 2507 Lee Street
Greenville, Texas 75401
E-Mail: amandab@huntcounty.net (Amanda Blankenship);
nackeback@huntcounty.net (Nina Ackenback)
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:

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;

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).

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

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.

See Exhibits A and B

Exhibit A: Minutes of May 12, 2015, June 23, 2015, and August 11, 2015 meetings of The Hunt County Commissioners' Court, recording vote approving use of outside counsel for environmental enforcement.

Exhibit B: Signed and entered Resolution of The Hunt County Commissioners' Court.

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.

The contract (attached as Exhibit C) is a new contract, and is not a renewal of a previous contract. Hunt County requests the contract be effective on the date the contract is approved and signed by the Comptroller's office.

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

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.

No, the legal fees are not 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.

N/A

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

N/A

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.

No single recovery under this contract is expected to 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.

Name: Hunt County Judge John L. Horn
Address: 2507 Lee Street
Greenville, Texas 75401
E-Mail: cojudge@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:

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), Tex Gov't Code:

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

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.

See Resolution attached to this packet as Exhibit B.

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. **Contract (attached as Exhibit C) page #7; section #19.**

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.

NOTE: PAGE AND SECTION NUMBERS ARE REFERENCED BELOW.

(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: **Contract (attached as Exhibit C) page #6; section #18.a.**

(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: **Contract (attached as Exhibit C) page #6; section #18.b.**

(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: **Contract (attached as Exhibit C) page #6; section #18.c.**

(d) provisions regarding disclosure and public information that meet the requirements of §2254.104(d), Tex Gov't Code: **Contract (attached as Exhibit C) page #6; section #18.d.**

(e) method by which the contingent fee is computed, as required under §2254.105(1), Tex Gov't Code; Contract (attached as Exhibit C) pages #3-4; section #9.

(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; Contract (attached as Exhibit C) pages #3-4; section #9.

(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; Contract (attached as Exhibit C) page #4 & 5; section #10.

(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; Contract (attached as Exhibit C) page #6; section #18.e.

(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; Contract (attached as Exhibit C) page #6; section #18.f.

(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; Contract (attached as Exhibit C) pages #6 & 7; section #18.g.

(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; Contract (attached as Exhibit C) pages #7; section #18.g.ii.

(l) establishment of a base fee, as required under §2254.106(b), Tex Gov't Code; Contract (attached as Exhibit C) page #7; section #18.g.iii.

(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(e), Tex Gov't Code; Contract (attached as Exhibit C) pages #6 & 7; section #18.g.i and iv.

(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: Contract (attached as Exhibit C) pages #3 & 4; section #9.

(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: Section 2254.106(e) is an optional method not exercised by Hunt County.

(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.

Section 2254.106(f) does not apply because this is not a mixed hourly and contingent fee contract. However, if an unexpected recovery of over \$100,000 occurs, this contract states the applicable items [Items (j) through (o)] apply in Contract (attached as Exhibit C) pages #6 & 7; section #18.g.i-iv, and the relevant sections referenced in the answers to the above sub-sections of Questionnaire Section 10.

(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: Contract (attached as Exhibit C) pages #6 & 7; section #19.g.

(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.

Section 2254.107(b) does not apply because this is not a mixed hourly and contingent fee contract; To the extent reimbursement of subcontracted work is required to meet the provisions of Section 2254.106(a), please see Contract (attached as Exhibit C) page #4 & 5; section #10.

(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.

Section 2254.107(c) does not apply because this is not a mixed hourly and contingent fee contract; To the extent the sections referenced above may apply, the appropriate limiting sections may be found in Contract (attached as Exhibit C) pages #3-5 and 6 & 7; contract section #9, 10, and 18.g.i-iv.

(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.

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.

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

EXHIBIT A

**COMMISSIONER'S COURT
REGULAR SESSION**

May 11, 2015

The Hunt County Commissioner's Court met this day at 10:00 with Commissioners Eric Evans, Tod McMahan, Phillip Martin and Jim Latham. Judge John Horn was presiding. Jimmy Hamilton, Auditor was present. Jennifer Lindenzweig, County Clerk was present

Invocation was given by Commissioner Martin.

Pledge of Allegiance was led by Judge Horn.

On the motion by Evans, second by McMahan, for the Court to approve the minutes from April 28, 2015-Regular Session as written. Aye 4 Nay 0 Motion carries.

CITIZENS TO BE HEARD – During this portion of the meeting, citizens may speak for a maximum of three (3) minutes about any item not on the regular agenda. The Commissioners Court may not respond or take any action on citizen comments.

None

OLD BUSINESS

A. ACTION ITEMS – Discuss and possibly take action on the following:

On the motion by Martin, second by Latham, for the Court to approve The Boys & Girls Club quarterly report-Jeany Kraeger. Aye 4 Nay 0 Motion carries. *See attachment.*

NEW BUSINESS:

A. CONSENT CALENDAR – All items listed are considered to be routine by The Commissioners Court and will be enacted by one motion.

1. A budget amendment to the Hunt County Sheriff's Office Crime Control Account adding a deposit of \$44,671.42 of which \$1,500.00 will be moved into the Community Programs line item – Beverly Gilmore, Financial Controller
2. The donation from the Hunt County Sheriff's Office Inventory to the Hopkins County Sheriff's Office of a manufactured 20 ft. Tandem Axel Pipe Rail Trailer (VIN #removed) – Beverly Gilmore, Financial Controller
3. The donation from the Hunt County Sheriff's Office Inventory to the Delta County Sheriff's Office of a 20 ft. Top-Hat Flatbed Utility Trailer (VIN #removed) – Beverly Gilmore, Financial Controller

4. The donation from the Hunt County Sheriff's Office Inventory to the Delta County Sheriff's Office of a Ford 4000 Diesel Tractor (VIN #removed) -- Beverly Gilmore, Financial Controller
5. The addition of seized and awarded 16 ft. manufactured Flatbed Trailer (VIN #removed) to the Sheriff's Office Inventory -- Beverly Gilmore, Financial Controller

_____ #5 was stricken as it had previously been approved at a prior Court Session.

6. The donation from the Hunt County Sheriff's Office Inventory to the Delta County Sheriff's Office of a 16 ft. manufactured Flatbed Trailer -- Beverly Gilmore, Financial Controller
7. The renewal of the contract between Phase II Investments and Hunt County for the lease of approximately 2 acres in Caddo Mills, Texas located ¼ mile west of the intersection of FM 36 on south service road of I-30 for the stockpile of road materials; Lease term June 15, 2015 thru June 14, 2016 at the same annual lease amount of \$1,800.00 as previous year -- Cheryl Blue, Purchasing Agent. *See attachment*
8. The renewal of the annual contract with Fuelman of DFW for County Fuel Cards; effective May 22, 2015 thru May 22, 2016 with no price increase -- Cheryl Blue, Purchasing Agent. *See attachment*
9. The renewal of the Service Agreement for electric services provided to Precinct 1 & Precinct 2 barns with Direct Energy for a period of thirty-six (36) months, effective May 1, 2015 thru May 1, 2018 at the rate of \$.05366 per KWH -- Cheryl Blue, Purchasing Agent. *See attachment*
10. The purchase of one (1) 2015 F250 ¾ ton Reg. Cab Truck from Sam Pack's Five Star Ford per State of Texas Contract #071-072-AT 2014 pricing. Total cost of \$21,984.02 to be paid from the funding transfer from Contingency to Maintenance Equipment Fund-Cheryl Blue, Purchasing Agent

_____, J.P. On the motion by Martin, second by Latham, for the Court to approve items #1 through #4, striking #5, then items #6 through #10 as listed above. Aye 4 Nay 0 motion carries.

B. ACTION ITEMS – Discuss and possibly take action on the following:

13,515 On the motion by Latham, second by Martin, for the Court to approve The Northeast Children's Museum's quarterly report-Sharline Freeman, Director. Aye 4 Nay 0 Motion carries. *See attachment.*

13,516 On the motion by Martin, second by Latham, for the Court to approve the request for variance from 1 ½ acre to one (1) acre for the placement of an aerobic septic system for the purpose of accommodating a single family dwelling, not a mobile home but a modular home. Aye 4 Nay 0 Motion carries.

13,517 On the motion by McMahan, second by Evans, for the Court to approve the upgrade of approximately 760 feet of CR 2506 from dirt to oil sand in Precinct 2, money deposited into escrow-Tod McMahan, Precinct 2 Commissioner. Aye 4 Nay 0 Motion carries. *See attachment*

13,518 On the motion by Evans, second by Martin, for the Court to approve Formal Bid #129-15. All Hauling, Twelve (12) Month Contract effective May 13, 2015 through May 12, 2016 awarded to Swinson Excavation the lowest and best vendor per attached bid award-Cheryl Blue, Purchasing Agent. Aye 4 Nay 0 Motion carries. *See attachment*

13,519 On the motion by Evans, second by McMahan, for the Court to approve Tire Removal & Recycling annual contract effective June 1, 2015 through May 31, 2016 awarded to 360 Tire Group, LLC, the lowest and best vendor per attached bid tabulation-Cheryl Blue, Purchasing Agent. Aye 4 Nay 0 Motion carries. *See attachment.*

13,520 On the motion by Latham, second by Martin, for the Court to approve accounts payable. Aye 4 Nay 0 Motion carries.

13,521 On the motion by Evans, second by McMahan, for the Court to approve line item transfers. Aye 4 Nay 0 Motion carries. *On file in the County Clerk's Office.*

PAYROLL & PERSONNEL:

Jail count: 304- See attachment

<u>COMMISSIONER PCT. 2</u>	Add Dewayne Brigham, Operator, at \$31,200.00. Effective 5-11-15. Ad Willie Doweli, Operator, hourly at \$12.00 per hour. Effective 5-11-15. Add Matthew Regan, Seasonal Help, hourly at \$10.50 per hour. Effective 5-11-15. Remove John Thomas, Operator. due to resignation. Effective 5-8-15.
<u>JUVENILE DETENTION</u>	Add Michael Graham, Supervision Officer, at \$26,596.00. Effective 5-18-15. Change Krista Walker, Supervision Officer, at \$29,061.00 due to certification. Effective 5-10-15.
<u>JUVENILE PROBATION</u>	Change Kimberly Garrett, Probation Officer, at \$33,890.00 due to certification. Effective 5-11-15.
<u>SHERIFF</u>	Add Jennifer Smith, Communications, at \$25,490.00. Effective 5-17-15.

3,575 On the motion by Latham, second by Martin, for the Court to approve payroll and personnel. Aye 4 Nay 0 Motion carries.

3,577 On the motion by McMahan, second by Evans, for the Court to adjourn to Executive Session at 10:25 a.m. Aye 4 Nay 0 Motion carries.

EXECUTIVE SESSIONS

1. As permitted by Texas Government Code §551.071 (1) and (2) Consultation with County Civil Attorney on agenda items requiring confidential, attorney/client advice necessitated by the deliberation or discussion of said items - Daniel Ray, County Civil Attorney
2. As permitted by Texas Government Code §551.071 (1) and (2), Consults with Attorney Concerning any Pending Litigation by or against Hunt County – Daniel Ray, County Civil Attorney

3,579 On the motion by Latham, second by Martin, for the Court to adjourn Executive Session and return to Regular Session at 11:07 a. m. Aye 4 Nay 0 Motion carries.

IX. TAKE ANY ACTION ON ANY ITEM DISCUSSED IN EXECUTIVE SESSION AS NEEDED.

The Court addressed items #6, #7 & #8 from Action Items.

3,577 On the motion by Latham, second by Martin, for the Court to approve a Resolution making the written findings required under §2254.103(d), Texas Government Code in order to enter certain types of legal contracts-Daniel Ray, County Civil Attorney. Aye 4 Nay 0 Motion carries. *See attachment.*

3,580 On the motion by Martin, second by Evans, for the Court to approve a Resolution authorizing an Environmental Civil Enforcement Contract with Scott & Ray, PLLC and authorizing the County Judge to sign on behalf of the County with correction to the contract to reflect a change from the word "City" to "County"-Daniel Ray, County Civil Attorney. Aye 4 Nay 0 Motion carries. *See attachment.*

3,581 On the motion by Evans, second by McMahan, for the Court to approve a Resolution authorizing and Environmental Civil Enforcement Contract with Connelly Baker Wotring, LLP, and authorizing the County Judge to sign on behalf of the County-Daniel Ray, County Civil Attorney. Aye 4 Nay 0 Motion carries.

3,582 On the motion by Latham, second by Martin, for the Court to adjourn at 11:10 a.m. Aye 4 Nay 0 Motion carries.

Minutes approved the _____ day of _____, 2015.

Attest:

Hunt County Clerk

Hunt County Judge

**COMMISSIONER'S COURT
REGULAR SESSION
June 23, 2015**

The Hunt County Commissioner's Court met this day at 10:00 with Commissioners Eric Evans, Tod McMahan, Phillip Martin and Jim Latham. Judge John Horn was presiding. Jimmy Hamilton, Auditor was present. Jennifer Lindenzweig, County Clerk was present

Invocation was given by Commissioner Martin.

Pledge of Allegiance was led by Judge Horn.

13,713 On the motion by Latham, second by Martin, for the Court to approve the minutes from June 9, 2015-Regular Session as written. Aye 4 Nay 0 Motion carries.

CITIZENS TO BE HEARD – During this portion of the meeting, citizens may speak for a maximum of three (3) minutes about any item not on the regular agenda. The Commissioners Court may not respond or take any action on citizen comments.

None

OLD BUSINESS

- A. ACTION ITEMS** – Discuss and possibly take action on the following:
1. An Indemnity Agreement by and between Hunt County Commissioner's Court and Plains Pipeline, L.P. – Daniel Ray, County Civil Attorney

Strike from agenda, move to New Business next meeting

13,714 On the motion by Martin, second by Evans for the Court to approve the Final Plat for Garcia Addition in Precinct 3. Aye 4 Nay 0 Motion carries.

NEW BUSINESS:

- A. CONSENT CALENDAR** – All items listed are considered to be routine by The Commissioners Court and will be enacted by one motion:

1. None

- B. ACTION ITEMS** – Discuss and possibly take action on the following:

13,715 On the motion by Martin, second by McMahan, for the Court to approve adding the Hunt County Kids Foundation to the jury pay list-Vonda Jack. Aye 4 Nay 0 Motion carries.
See attachment.

13,716 On the motion by Evans, second by Latham, for the Court to approve the design specs for the Hunt County Logo-Paul Kelley. Aye 4 Nay 0 Motion carries. *See attachment.*

13,717 On the motion by Latham, second by Martin, for the Court to award a contract for materials supply for the County's TxCDBG contract #7214036 for Shady Grove WSC to Underground Utility Supply at \$102,791.71; the lowest and best bidder-Eddy Daniel. Aye 4 Nay 0 Motion carries. *See attachment.*

13,718 On the motion by Latham, second by Martin, for the Court to award a contract for waterline boring for the County's TxCDBG contract #7214036 for Shady Grove WSC to Terry Black Construction at \$76,980.00; the lowest and best bidder-Eddy Daniel. Aye 4 Nay 0 Motion carries. *See attachment.*

13,719 On the motion by Latham, second by Evans, for the Court to approve a revised Resolution authorizing an Environmental Civil Enforcement Contract with Scott & Ray PLLC and authorizing the County Judge to sign on behalf of the County; to approve a revised Resolution authorizing an Environmental Civil Enforcement Contract with Baker & Wotring, LLP and authorizing the County Judge to sign on behalf of the County-Daniel Ray, County Civil Attorney. Aye 4 Nay 0 Motion carries. *See attachments.*

13,720 On the motion by Evans, second by McMahan, for the Court to approve the Treasurer's monthly report for May 2015-Delores Shelton, Treasurer. Aye 4 Nay 0 Motion carries. *See attachment.*

13,721 On the motion by Evans, second by McMahan, for the Court to approve an Interlocal Agreement by and between Hunt County 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 office space situated in the Hunt County Sheriff's Department located at 2801 Stuart Street, Greenville, Hunt County, Texas; SREO File No. 1510013; OGC File No. 2006-0012349. Aye 4 Nay 0 Motion carries. *See attachment.*

13,722 On the motion by Martin, second by Evans, for the Court to approve the Final Plat in the Rolling Hills Subdivision to reflect the correct road name from Lake View Circle to Lake View Drive-Phillip Martin, Precinct 3 Commissioner. Aye 4 Nay 0 Motion carries. See attachment.

13,723 On the motion by Martin, second by Latham, for the Court to approve the Final Plat in the Highland Acres Subdivision to reflect the correct road name from Lakeview Drive to CR 3415-Phillip Martin, Precinct 3 Commissioner. Aye 4 Nay 0 Motion carries. See attachment.

13,724 On the motion by Martin, second by Evans, for the Court to approve the Final Plat in the Highland Acres Subdivision, Section Two (2), to reflect the correct road name from Lakeview Drive to Lakeview Circle and Miller's Road to CR 3415-Phillip Martin, Precinct 3 Commissioner. Aye 4 Nay 0 Motion carries. See attachment.

13,725 On the motion by McMahan, second by Evans, for the Court to grant permission to construct electrical power distribution facilities across CR 2452 in Precinct 2 with normal stipulations-Tod McMahan, Precinct 2 Commissioner. Aye 4 Nay 0 Motion carries. See attachment.

13,726 On the motion by McMahan, second by Evans, for the Court to accept the high bid received on Resale Properties as follows: Aye 4 Nay 0 Motion carries. See attachment.

<u>Account#</u>	<u>Purchaser</u>	<u>Bid Amount</u>
78629	Criterion Assets, LLC.	\$1,643.00

Property Address: Shenandoah Station, Lot 4, Deed of Record Volume 843 Page 127 and Constable deed filed as document No. 2011-6151

13,727 On the motion by Latham, second by Martin, for the Court to approve accounts payable. Aye 4 Nay 0 Motion carries.

13,728 On the motion by Evans, second by Martin, for the Court to approve line item budget transfers. Aye 4 Nay 0 Motion carries. On file in the County Clerk's Office.

PAYROLL & PERSONNEL:

Jail count: 304- See attachment

<u>HEALTH DEPT. -MEDICAL</u>	Add Carolyn White, Nurse/RN, at \$23.00 per hour. Effective 6-29-15.
<u>HUMAN RESOURCES</u>	Add Christina Uzialko, Floater, at \$10.00 per hour. Effective 6-15-15,
<u>JAIL</u>	Remove Kelly Craven, LVN, due to resignation. Effective 7-10-15. Remove Larry Freeman, Detention Officer, due to resignation. Effective 6-22-15,
<u>JUVENILE DETENTION</u>	Add Gregory Branch, Supervision Officer, at \$26,596.00. Effective 6-22-15. Add Alejandra Casteneda, Supervision Officer, at \$26,596.00. Effective 6-22-15.
<u>PRECINCT 2</u>	Add Charles Clay, Precinct Worker, at \$15.00 per hour. Effective 6-29-15.
<u>SHERIFF</u>	Remove James Schellinger, Patrol Deputy, due to resignation. Effective 6-27-15, Remove Daniel Vose, Patrol Deputy, due to resignation. Effective 6-15-15.

13,729 On the motion by Martin, second by Latham, for the Court to approve payroll and personnel. Aye 4 Nay 0 Motion carries.

EXECUTIVE SESSIONS

None

13,730 On the motion by McMahan, second by Evans, for the Court to adjourn at 10:43 a.m.

Aye 4 Nay 0 Motion carries.

Minutes approved the _____ day of _____, 2015.

Hunt County Judge

Attest:

Hunt County Clerk

**COMMISSIONER'S COURT
REGULAR SESSION**

August 11, 2015

The Hunt County Commissioner's Court met this day at 10:00 with Commissioners Eric Evans, Tod McMahan, Phillip Martin and Jim Latham. Judge John Horn was presiding. Jimmy Hamilton, Auditor was present. Jennifer Lindenzweig, County Clerk was present.

Invocation was given by Commissioner Martin.

Pledge of Allegiance was led by Judge Horn.

13,176 On the motion by Latham, second by Martin, for the Court to approve the minutes from July 28, 2015-Regular Session as written. Aye 4 Nay 0 Motion carries.

CITIZENS TO BE HEARD During this portion of the meeting, citizens may speak for a maximum of three (3) minutes about any item not on the regular agenda. The Commissioners Court may not respond or take any action on citizen comments.

_____ None

OLD BUSINESS

A. ACTION ITEMS – Discuss and possibly take action on the following:

_____ None

NEW BUSINESS:

A. CONSENT CALENDAR - All items listed are considered to be routine by The Commissioners Court and will be enacted by one motion.

1. The Certificate of Attendance for the 2015 Vital Statistics Regional Conference awarded to Sheila Marshall – Jennifer Lindenzweig, County Clerk. *See attachment.*
2. Request to purchase one (1) 2015 Chevrolet ¾ ton truck from Reliable Chevrolet per State of Texas Contract #071-072-A1 pricing at a total cost of \$29,818.70 to be paid from the Sheriff's Department Equipment Fund - Cheryl Lowry, Purchasing Agent. *See attachment.*
3. Request to purchase one (1) Model i121 iFX JetScan Currency and Scanner in the amount of \$6,665.00 and to enter into a Software Support Agreement in the amount of \$395.00 annually with Cummins-Allison Corp. for the Hunt County Tax Office: to be paid from Tax Office VIT Funds – Cheryl Lowry, Purchasing Agent. *See attachment.*

4. Consent to approve renewal of Meal Service Contract for Hunt County Jail and Hunt County Juvenile Detention Center for period of October 1, 2015 through September 30, 2016 with Five Star Correctional Services. Meal prices have increased per attached for Hunt County Jail. There was no meal price increase for the Hunt County Juvenile Detention Center – Cheryl Lowry – Purchasing Agent. *See attachment.*

13,771 On the motion by Latham, second by Martin, for the Court to approve all items as listed above. Aye 4 Nay 0 Motion carries.

VII. ACTION ITEMS – Discuss and possibly take action on the following:

13,772 On the motion by Evans, second by Martin, for the Court to take action on the Proposal for the purchase and installation of a new fully addressable Silent Knight fire alarm panel with full building notification, sprinkler supervision and elevator recall for the Hunt County Jail from Alarm Solutions in the amount of \$97,000.00; funding from Hunt County Jail Commissary Fund-Cheryl Lowry, Purchasing Agent. Aye 4 Nay 0 Motion carries. *See attachment.*

13,773 On the motion by Horn, second by Martin, for the Court to approve the appointment of Jency Holbert to the North Texas Behavioral Health Authority Board of Directors-John L. Horn. Aye 5 Nay 0 Motion carries.

13,774 On the motion by McMahan, second by Evans, for the Court to conditionally approve of Final Plat for 34 South Business Park; conditional on the building setback lines on the revised Mylar to show 50 feet from State Highway and 25 feet from County Road in Precinct 2-Kelly Harris Aye 4 Nay 0 Motion carries.

13,775 On the motion by Martin, second by Evans, for the Court to approve the Preliminary Plat for Nautical Shores in Precinct 3-Marcus Smith and Craig Malan. Aye 4 Nay 0 Motion carries.

13,776 On the motion by Latham, second by Martin, for the Court to approve the upgrade of approximately 250 additional feet on CR 4705 from dirt to rock in Precinct 4 for Craig Porter,

money deposited in escrow-Jim Latham, Precinct 4 Commissioner. Aye 4 Nay 0 Motion carries. See attachments.

13,777 On the motion by Latham, second by Martin, for the Court to approve changing the name of CR 4521 to CR 4522 due to conflict of a private road name; road maintained by the county-Jim Latham, Precinct 4 Commissioner. Aye 4 Nay 0 Motion carries. See attachment.

13,778 On the motion by Martin, second by Evans, for the Court to approve the acceptance of high bids received on Resale Properties as follows: see attachment.

<u>Account#</u>	<u>Purchaser</u>	<u>Bid Amount</u>
R71527	Hunt 3210, LLC	\$7,500.00
Property Description: Org. Town of Greenville, Block 177, Lot 1H		
HCAD Situs: 1218 Morse St Greenville, TX 75401		

13,779 On the motion by Evans, second by McMahan, for the Court to approve accounts payable. Aye 4 Nay 0 Motion carries.

13,780 On the motion by McMahan, second by Evans, for the Court to approve of line item budget transfers. Aye 4 Nay 0 Motion carries. Filed in the Hunt County Clerk's Office.

PAYROLL & PERSONNEL:

Jail count: 261- See attachment

<u>HEALTH DEPT. -MEDICAL</u>	Remove Alicia Edwards, clerk, due to resignation. Effective date 8-7-15.
<u>HUMAN RESOURCES</u>	Remove Tricia Davidson, HR Assist., due to termination. Effective 7-31-15.
<u>JAIL</u>	Remove Shannon Kellum, Detention Officer, due to resignation. Effective 8-2-15. Add Corrina Riley, Detention Officer, at \$19,411.24. Effective 8-17-15. Add Timonthy Whitehead, Detention Officer, at \$29,411.24. Effective 8-11-15.
<u>JUVENILE DETENTION</u>	Promote Nicole Davis to Clerical, at \$31,040.00. Effective 8-2-15.
<u>MAINTENANCE</u>	Remove Jean Davidson, Custodian 2, due to termination. Effective 7-31-15.

<u>PRECINCT 2</u>	Change Charles Clay, Equipment Operator from part time to full time at \$32,240.00. Effective 8-17-15.
<u>SHERIFF</u>	Promote Henry T. Grandfield, Captain, at \$45,122.20. Effective 8-16-15. Promote Daniel L. Looney, Lieutenant, at \$44,120.00. Effective 8-16-15. Demote David R. Wilson, Deputy, at \$36,271.08 + \$4000.00 STEP. Effective 8-16-15 Promote William F. Whitten, Sergeant, at \$42,656.12. Effective 8-16-15.

13,781 On the motion by Martin, second by Evans, for the Court to approve payroll and personnel. Aye 4 Nay 0 Motion carries.

EXECUTIVE SESSIONS

13,782 On the motion by McMahan, second by Evans, for the Court to adjourn to Executive Session at 10:45 a.m. Aye 4 Nay 0 Motion carries.

1. As permitted by Texas Government Code §551.071 (1) and (2) Consultation with County Civil Attorney on agenda items requiring confidential, attorney/client advice necessitated by the deliberation or discussion of said items – Daniel Ray, County Civil Attorney
2. As permitted by Texas Government Code §551.071 (1) and (2), Consults with Attorney Concerning any Pending Litigation by or against Hunt County – Daniel Ray, County Civil Attorney
3. As permitted by Texas Government Code §551.072, Real Property, regarding the possible acquisition of property – John L. Horn

13,783 On the motion by Martin, second by Latham, for the Court to adjourn Executive Session at 11:17 a.m. Aye 4 Nay 0 Motion carries.

VII. TAKE ANY ACTION ON ANY ITEM DISCUSSED IN EXECUTIVE SESSION AS NEEDED.

13,784 On the motion McMahan, second by Martin, for the Court to approve a revised resolution authorizing an Environmental Civil Enforcement Contract with Scott & Ray PLLC and authorizing the County Judge to sign on behalf of the County-Daniel Ray, County Civil Attorney. Aye 4 Nay 0 Motion carries. *See attachment.*

13,785 On the motion by Evans, second by McMahan, for the Court to adjourn at 11:19 a.m.

Aye 4 Nay 0 Motions carries.

Minutes approved the _____ day of _____, 2015.

Hunt County Judge

Attest:

Hunt County Clerk

EXHIBIT B

A RESOLUTION: CHOOSING TO EXERCISE THE COUNTY OF HUNT'S POWER TO MAINTAIN A CIVIL SUIT AGAINST ANY PERSON OR ENTITY THAT MAY BE OR MAY HAVE BEEN COMPLICIT IN THE VIOLATION OF CHAPTER 26 OF THE TEXAS WATER CODE AND/OR CHAPTER 382 OF THE TEXAS HEALTH AND SAFETY CODE; MAKING THE WRITTEN FINDINGS REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2254.103(d); GRANTING AUTHORITY TO THE COUNTY JUDGE TO EXECUTE SAID RESOLUTION AND AUTHORITY TO THE COUNTY JUDGE TO EXECUTE ATTORNEY CONTRACT; AND AUTHORIZING COUNTY CLERK TO ALTHENTICATE COUNTY JUDGE'S SIGNATURE TO SAID RESOLUTION AND CONTRACT.

REGISTERED LAND ENGINEERS
COUNTY CLERK HUNT COUNTY TX

AUG 11 2015

at 1:00 P.M. FILED FOR RECORD
of clock

A regularly-scheduled meeting of the Commissioners' Court of Hunt County, Texas, was held in Greenville, Texas, on the 11th day of August, 2015, at 10:00 A.M.; a majority of Commissioners 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, 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 actions of these violators and others have threatened and continue to threaten the health, safety and welfare of the citizens of Hunt County, Texas; and

WHEREAS, in order to exercise its right to maintain a civil suit for violation of Chapter 26 of the Texas Water Code and or Chapter 382 of the Health and Safety Code, a local government must adopt a resolution authorizing that power under Texas Water Code section 7.352; 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 2254.103(d);

NOW THEREFORE BE IT RESOLVED by the Hunt County Commissioners' Court that the County hereby chooses to exercise its power to maintain a civil suit against any other person or entity that may be or may have been complicit in the violation of Chapter 26 of the Texas Water Code and or Chapter 382 of the health and Safety Code.

BE IT FURTHER 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 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 County Judge of Hunt County, Texas, be authorized and is hereby authorized to execute said resolution.

BE IT FURTHER RESOLVED, that the County Judge of Hunt County, Texas, 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 County Judge to said resolution or contract.

PASSED BY THE COMMISSIONERS' COURT of Hunt County, Texas, at a regularly-scheduled meeting of the Commissioners' Court in Greenville, Texas, on the 11th day of August, 2015.

ATTEST:

County Judge

County Clerk

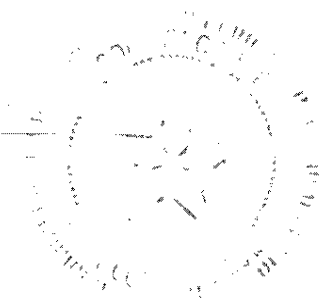


EXHIBIT C

CONTINGENT FEE CONTRACT

FILED FOR RECORD
at _____ o'clock _____ M

AUG 11 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: _____

STATE OF TEXAS

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§
§

COUNTY OF HUNT

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

WITNESSETH:

Client hereby engages the aforementioned Attorney, and authorizes and empowers Attorney to institute, maintain, and prosecute any civil causes of action arising out of actions in the unincorporated areas of Hunt County, Texas, as detailed below. Attorney hereby accepts said engagement, and agrees to act on behalf of Client to the best of Attorney's ability. This Contract shall be subject to the following terms:

1. Definition of "Hunt County, Texas":

Our client is Hunt County, Texas, not its Commissioners' Court, County Judge, or individual Commissioners. Out of necessity, we will abide by the wishes of the elected officials who make up the Commissioners' Court, but our ethical duties will run to Hunt County, Texas itself. Our representation in matters arising from this Contract are limited to Hunt County, and the term "Hunt County, Texas" does not include, and our representation of Hunt County does not mean, that we represent the elected officials managers, officers, or employees of Hunt County, Texas.

2. Scope of Work:

Attorney has been engaged to pursue site clean-up and penalties arising from illegal dumping and other activities in the unincorporated areas of Hunt County, Texas, including the following: (1) illegal or unlicensed dumping or discharge of any material; (2) improper or unauthorized release of pollutants, or (3) other activities in violation of Texas law, codes, rules and/or regulations for which a suit may be maintained under the Texas Water Code or other related statutes or rules. We may accomplish our objective through any legal and ethical means available, including demand letter, litigation and/or mediation. Our engagement is limited to providing legal services and does not include accounting, financial, management, or other non-legal services.

3. Conflicts of Interest:

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

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

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

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

4. Cooperation:

5. We will need the full cooperation of Hunt County and timely and full disclosure of facts and developments. We assume and must rely on the accuracy and completeness of the facts disclosed to us in providing our advice. In litigation matters, this is particularly important in order to satisfy discovery requests with respect to the causes of action alleged in the lawsuit. Failure to provide full disclosure and discovery may cause the court to impose sanctions; these may be severe and may include striking defenses or claims and imposing monetary fines.

Daniel Ray and Abigail Kweller Sullivan will have the primary responsibility for representing Hunt County. Other lawyers in our firm (including younger attorneys) and legal assistants may be involved when we believe it would be beneficial to Hunt County. Additional attorneys or firms may be associated by Attorney, with the approval of the County Judge. If that occurs, those attorneys or firms will bill at the rates stated in Section 18.g.ii, and will be subject to all other parts of this contract.

6. EVALUATIONS ARE NOT GUARANTEES:

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

7. Records:

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

8. Disclosure to Third Parties:

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

9. Fee:

Hunt County understands normal contingency fees for this type of litigation are 33% to 40%. In consideration for the services rendered and to be rendered by Attorney, Hunt County hereby transfers, assigns, and conveys to Attorney an undivided interest in and to Hunt County's causes of action in the amount of 33% of any and all sums of money and property recovered for the Hunt County from any party. Because the recovery of most environmental actions arising from this contract must be split 50%/50% with the State of Texas under Texas Water Code Section 7.107, this fee will be 1/6 (16.67%) of the total recovery.

In addition, Attorneys will seek attorney fees from the opposing parties in order to defray the amount of the fee paid from Hunt County's total recovery. Any attorney's fees recovered will be applied to the contingency fee described above. Therefore, for example, if the Attorneys recover \$60,000 for Hunt County's portion of a matter arising from this contract and an additional \$10,000 in attorneys' fees, the \$60,000 is subject to the 1/3 maximum contingency fee – or \$20,000. Because the \$10,000 in awarded attorneys' fees will be applied to that amount, Hunt County will pay only \$10,000 to Attorney. If the attorneys' fees are greater than the 1/3 contingency fee, the Attorney shall receive the attorneys' fees but will not be paid any additional moneys from Hunt County (subject to the requirements of §2254.106(a), (b) and (c), Tex Gov't Code, described in Section 19.g, below). In the event no attorney fees are awarded or agreed upon by defendants, neither Hunt County, Texas, nor any of its agents or officers will be responsible for payment to Attorneys for fees or for expenses incurred in representation of this matter.

The fee described will be computed without enhancement regardless of the outcome. More specifically, there will be no increased cost to the County if any matter arising from this contract is settled, or tried and appealed. This paragraph is included to comply with the terms of §2254.105(2), Tex Gov't Code.

In no case will any fee paid to Attorney exceed the lesser of the 1/3 contingent fee described in this Section 9 or the special fee calculation established under §2254.106(a), (b) and (c), Tex Gov't Code (described in Section 19.g, below, and applied to cases with a recovery to Hunt County of over \$100,000). This paragraph is included to meet the requirements of §2254.106(d), Tex Gov't Code.

Unless the fee set out in this Contract is determined to be prohibited by law, the fees described above will be paid 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 the fees described above shall be the sole source of compensation to Attorneys.

10. Payment of Expenses Not Covered by Contingency Fee:

Our invoices will reflect charges for out-of-pocket expenses incurred in connection with cases arising from operation of this contract, including but not limited to: filing fees, court costs, certified copies of documents, transcripts, depositions, duplication costs, postage, office supplies, photographs, trial exhibits, long distance phone & fax calls, appraisal fees, consultants, expert witnesses and other fees associated with preparation and trial testimony, investigation fees, delivery charges, overnight mail/parcel services, parking, toll road & mileage expenses, out of town travel expenses as per IRS guidelines, local counsel costs (if necessary) and any other expense incurred in connection with the matter. These charges will not be reimbursed by Hunt County during the course of representation. These reimbursements are subject to the requirements of §2254, Subchapter C, Tex Gov't Code. Attorneys will pay these costs during the course of representation, and will seek reimbursement from the defendant(s) in a final judgment. Hunt

County, Texas, will not be responsible to pay these costs or any other costs at any point, whether during or after representation. Any expenses will only be reimbursed to Attorney from any penalty collected at the successful conclusion of a matter arising from this contract, and shall be paid after the contingent fee calculation is applied to the total amount of any penalty collected or fees awarded. This paragraph is included to meet the requirements of §2254.105(3), Tex Gov't Code.

11. Experts and Expert Fee Estimates:

Hunt County understands experts may be necessary to proceed to trial. Attorneys may retain experts upon approval of Hunt County. Attorneys will pay the experts' retainers and invoices as necessary, and be reimbursed for this cost as described in Section 10. Any expert fees will only be reimbursed to Attorney from any penalty collected at the successful conclusion of a matter arising from this contract, and shall be paid after the contingent fee calculation is applied to the total amount of any penalty collected or fees awarded. This paragraph is included to meet the requirements of §2254.105(3), Tex Gov't Code.

12. Media Inquiries:

From time to time, we may receive media inquiries concerning this matter. Applicable ethical requirements may preclude or limit our response to those inquiries. Subject to ethical limitations, we will abide by Hunt County's instructions concerning whether and in what manner we respond to media inquiries. In the absence of specific written instructions, we will work with the media in accordance with our judgment, revealing non-confidential information when it is ethical to do so and appears to advance Hunt County's interests.

13. Electronic Mail:

In the course of our representation, we may have occasion to communicate with Hunt County and with others by electronic mail. Such communications will not be encrypted. Although interception of such communications by a third party would constitute a violation of federal law, we can offer no assurance that such interception will not occur. We will abide by any instructions Hunt County may give us concerning electronic mail communications; in the absence of such instructions, we will use our own judgment regarding the advisability of using such means of communication.

14. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of Texas.

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

16. Legal Construction

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

17. Prior Agreements Superseded

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

18. Additional Government Code Requirements

- a. Attorney shall 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.
- b. Attorney shall permit Hunt County officials 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.
- c. Upon conclusion of any matter arising from this Contract, Attorney shall provide Hunt County 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.
- d. Attorney shall disclose all information as required under the Texas Public Information Act and otherwise meet the requirements of §2254.104(d), Tex Gov't Code.
- e. Any subcontracted legal or support services performed by a person who is not a contracting attorney or a partner, shareholder, or employee of Attorney 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.
- f. 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.
- g. Base Fee and Computation of Fee for Any Case with a Recovery of Over \$100,000:
 - i. This section 19.g. is required under §2254.106, Tex Gov't Code, and applies only to individual recoveries for Hunt County that actually exceed \$100,000 in accordance with §2254.106(f)-(g), Tex Gov't Code; In a recovery to which this section applies, the Base Fee (as calculated below) would be multiplied by the multiplier of 4 (as set forth below) to obtain the maximum contingency fee

payment allowed under Section 2254.106 of the Texas Government Code

- ii. The following reasonable hourly rates required to be in this contract under §2254.106(a), Tex Gov't Code are based on the reasonable and customary rate in the Greenville, Texas legal market for the type of work performed, and based on the relevant experience, demonstrated ability, and standard hourly billing rates of the persons listed:

Daniel Ray	- \$950/hr
Abigail Kweiler Sullivan	- \$950/hr
Other attorneys	- \$950/hr
Paralegals	- \$200/hr
Law Clerk	- \$100/hr

- iii. Texas Government Code Section 2254.106(b) requires the establishment of a "Base Fee." The Base Fee is used to calculate the contingent fee for any case arising from this contract that actually results in a recovery of \$100,000 or more shall be as follows: For each attorney, law clerk, or paralegal who is a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm, multiply the number of hours the attorney, law clerk, or paralegal works in providing legal or support services under the contract times the reasonable hourly rate for the work performed by that attorney, law clerk, or paralegal (in Section 19.g.ii, above). Add the resulting amounts to obtain the base fee. The computation of the base fee may 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.
- iv. Multiplier: Pursuant to Government Code Section 2254.106(c), this contract must establish a 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. Based on those factors, the reasonable multiplier for relevant matters arising from this contract is: four (4).

19. Approval of Comptroller:

This Contract is effective only after review and approval by the Texas Comptroller.

20. Retention of Control:

Subject to the approval of the Texas Attorney General, the County shall have the absolute right to settle any case brought under this contract for no penalty, which would yield no contingent fee on penalties to Attorneys. Attorneys have no authority to settle or otherwise compromise the position of the County or any of its officers. Attorneys shall at all times be subject to the supervision, direction, and control of the Hunt County Judge, who acts as the County's agent and

retains absolute and total control over all critical decision-making in cases brought under this contract.

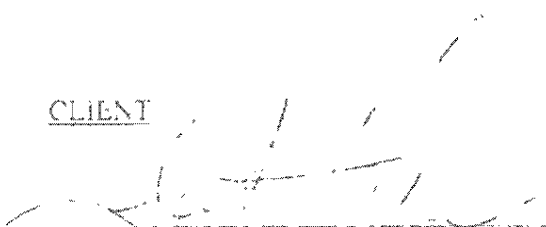
TAX DISCLOSURE AND ACKNOWLEDGMENT:

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

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

THIS CONTRACT IS SIGNED in Hunt County, Texas, on _____
2015.

CLIENT



County Judge, Hunt County, Texas


Date: 7-8-15



Hunt County Clerk

Date: _____

ATTORNEY



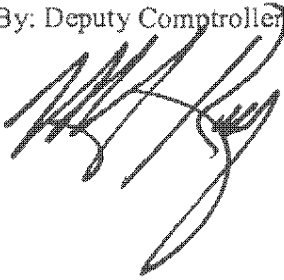
Daniel W. Ray (for the Firm)

Date: 8-11-15

APPROVED BY:

OFFICE OF THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS:

By: Deputy Comptroller or her designee



Date: 9/2/15