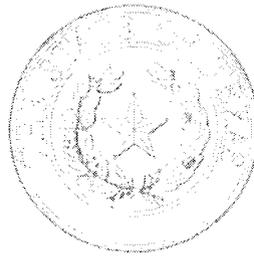


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ELISEO "AL" CANTU, JR.
Major, US Army (Retired)
Chairman

JAMES H. SCOTT
Colonel, USAF (Retired)
Vice Chairman

THE REV. RICHARD A. McLEON, IV
US Army Veteran
Secretary



DANIEL P. MORAN
Captain, USMC (Retired)
Member

J.K. "JAKE" ELLZEY
Commander, US Navy (Retired)
Member

THOMAS P. PALLADINO
Colonel, US Army (Retired)
Executive Director

TEXAS VETERANS COMMISSION

MEMORANDUM

July 22, 2014

TO: County Commissioners Courts
FROM: Thomas P. Palladino, Executive Director *T.P.P.*
SUBJECT: 67th Annual Statewide Training Conference

Each year, the Texas Veterans Commission conducts a statewide conference and provides training for our state's Veterans County Service Officers and Assistants (VCSOs). The training focuses on veterans' programs and on filing claims and applications for Federal and State veterans' benefits. The services provided by the VCSOs are extremely valuable to our state and this training will better enable those who attend to assist the veterans, their dependents and survivors residing in your communities to obtain the benefits to which they are entitled.

We encourage all County Commissioners Courts to authorize their VCSOs to attend this very important training. In addition, Section 434.038(a), Texas Government Code, requires VCSOs to attend Commission Training to maintain certification in order to remain in office. Certification is also required for those wishing to participate in the Commission's Accreditation Program.

The 67th Annual Statewide Training Conference will be held from Monday, September 8 until noon on Thursday, September 11, 2014, at the Westin Galleria Houston, 5060 West Alabama, Houston, Texas 77056. The Westin Oaks at the Galleria will be our overflow facility. Your VCSO(s) will be notified of all details regarding the Conference to include hotel reservation and training registration information.

Financial assistance to partially defray the costs of attending the training may be available to VCSOs who meet the statutory requirements under Section 434.033, Texas Government Code. Reimbursed expenses include hotel room, tax and per diem. If your VCSO is newly appointed and attending our initial training, their hotel reservation will be made and paid for by TVC; their reimbursement also will include mileage from their designated office to Houston and returning to their designated office.

If you have any questions, please contact Cruz Montemayor, Chief Administrative Officer, at (512) 463-6564.

cc: Mr. James O. Richman, Director
TVC Claims Representation & Counseling

Cruz Montemayor
TVC Chief Administrative Officer

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JUL 25 2014

BY: *CCD*

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Texoma Area Paratransit System, Inc.

3400 Texoma Pkwy; Sherman, TX. 75090
903-893-4601 | 800-256-0911 | Fax 903-893-4766

August 1, 2014

Wise County Commissioner's Court
101 N. Trinity
P.O. Box 901
Decatur, Texas 76234

Dear Commissioner's Court:

Thank you for the continuing support provided TAPS and public transportation. The growing support you, the Wise County commissioners have provided has been instrumental in the increasing use of public transit services in recent years.

Certainly the local growth in use of public transportation is partially attributable to the outstanding direction and leadership we receive from those who serve on our Board of Directors. Danny White represents White County as a director on the TAPS Board and his term will end on September 2014.

This letter is TAPS request, operating as the Texoma Rural Transit District under Chapter 458 of the Texas Transportation Code, for Wise County Court to reappoint or replace him as representative to serve a two-year term on the TAPS Board of Directors at the pleasure of the Council, beginning at the October 2014 board meeting.

Again, thank you and the entire Council and staff for your support. We look forward to continuing many years of growing public transportation service for residents of Wise County and our North Texas region.

Sincerely,

Brad Underwood
Chief Executive Officer
TAPS Public Transit

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BY: CED

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ALLISON, BASS & Magee, L.L.P.

Attorneys at Law

**A. O. WATSON HOUSE
402 WEST 12TH STREET
AUSTIN, TEXAS 78701
(512) 482-0701
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J. ERIC MAGEE
j.magee@allison-bass.com

July 29, 2014

VIA EMAIL

Honorable Glenn Hughes
Wise County Judge
PO Box 393
Decatur, Texas 76234-0393

Re: TxDot County Road Grants
Wise County Grant Award: \$2,396,427.00

Dear Judge Hughes:

Back on June 23, 2014, we forwarded to you a proposal for Transportation Infrastructure Fund administration related to the TxDOT Grant awards. Unfortunately, there was a computational error which affected a small number of counties, among which your county was affected. As a result, we provided incorrect information that this letter hopes to correct. We are very sorry for any confusion that this error may have caused you, but because the error in some cases was significant, we will be unable to honor any retainer agreements that were based upon the erroneous computation.

In previous letter, the maximum fee computation was \$151,757.70. This amount was in error. The correct cap on administrative fees for the Transportation Infrastructure Fund program for Wise County cannot exceed 5% of \$2,396,427.00, or \$119,821.35

We would not bill your county any more than 5% of the state portion of your grant award, although in most cases, our fee is expected to be well below the maximum amount, absent unforeseen complications. Attached is a corrected letter and retainer agreement with the correct 5% total for these services for your review and consideration.

Please do not hesitate to contact me if you have any questions.

Sincerely,



Robert T. Bass

RTB/cah

RETAINER AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2014, by and between Wise County, Texas, hereinafter referred to as "Client", and Allison, Bass & Magee, L.L.P. hereinafter referred to as "Attorneys".

Recitals

The Client is a political subdivision of the State of Texas. The Attorneys are duly licensed to practice law in the State of Texas and desire to render their professional services for the Client as provided herein.

The Commissioners Court of Wise County, Texas, acting in its judicial and executive capacity, finds that the public interest requires the retention of legal counsel to represent the County in the referenced matters, to-wit: Administration of the County Transportation Infrastructure Fund Grant Program, which includes assistance and guidance with TxDOT certifications, forms and invoicing.

THEREFORE, the Client hereby engages the services of the Attorneys, and in consideration of the mutual promises herein contained, the parties agree as follows:

Services of Attorney

92. The Attorneys will advise and represent the Client in legal matters as requested by the Client, by and through a majority vote of the Commissioners Court, pertaining to administration of the County Transportation Infrastructure Fund Grant Program.

93. This Retainer Agreement shall serve as the basis for understanding regarding fees and costs to be charged to the Client, but the subject matter for legal services may only be authorized by an Order of the Commissioners Court.

94. Fees will include any and all necessary research, drafting and reviewing of documents, briefing, and consultation with the Client required for the proper disposition of any and all matters entrusted to the Attorneys pursuant to this retainer agreement.

Compensation

95. For the services described in Paragraph 1, the Client agrees to pay the sum of \$150.00 per hour for services rendered by partners, associates and paralegals of the firm and a travel time fee of

\$80.00 per hour will be charged for all time actually in transit, in lieu of any hourly charge normally attributed to the timekeeper. Total fees for the services described in Paragraph 1 will not exceed 5% of Wise County's total grant award, or \$119,821.35. The Client will also be billed for all direct out-of-pocket expenses including travel expenses, telephone, photocopy, facsimile costs, the fees of reports, studies, and exhibits incurred by Attorneys in this matter. Attorneys will provide Client with an itemized billing each month stating services rendered.

Devotion of Time

96. An Attorney shall make themselves available for consultation with the Client at reasonable times, at the request of the Client.

Term

97. This agreement shall be effective on the execution hereof by Client and shall continue in effect until the matter has been finally resolved or upon 30 days written notice by either party. The Client shall send notice to the Attorneys' office at 402 West 12th Street, Austin, Texas 78701, and the Attorneys shall send notice to the Client care of the County Judge, PO Box 393, Decatur, Texas, 76234-0393.

Prior Agreements Superseded

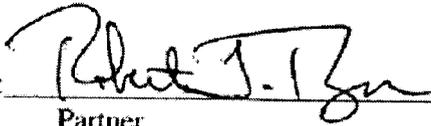
98. This agreement constitutes the sole and only agreement of the parties hereto pertaining to the subject matter of this retainer, and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

EXECUTED on the _____ day of _____, 2014.

CLIENT
WISE COUNTY, TEXAS

ATTORNEYS
ALLISON, BASS & MAGEE, L.L.P.

By: _____
Honorable Glenn Hughes

By: 
Partner