

Walt Leonard said for a period of many years we had an agreement which had been passed by the Council when he first came on which was basically a proposals to do x, y and z. It was not a classic contract. It was however and agreement that was made and enforceable between the parties. He said that is not a contract per say – it is an agreement. He said therefore this nonsense being sent to the other attorney and he has been many times castigated for it is that we had to have a contract which was an extra expense because we didn't need it because Mr. Basham insisted on it. He said therefore we have this contract that we have now. He said that's what was done. The contract is the contract – it says what he was supposed to do. He said the action by the Mayor to change the contract unilaterally is something the Mayor cannot do. He said he doesn't have the authority.

Mayor Hunter asked if the contract guarantee him a certain number of hours – there are 18 hours of retainer hours that we very rarely get before Walt starts charging.

Walt Leonard said the retainer hours are -

Mayor Hunter said don't tell him it is an average – it is not an average.

Walt Leonard said it was an average that was discussed at the time. Now if he wants to -

Mayor Hunter said when you go hire an attorney and the attorney says give me X number of dollars for a retainer. This is guarantee you X number of hours of my services. He said that's what a retainer is.

Walt Leonard said no not in this case.

Mayor Hunter said not in this case!

Walt Leonard said that's what was agreed almost ten (10) years ago. He said Mayor Stokes -

Mayor Hunter said eighteen (18) hours of service.

Walt Leonard said that is what they said at the time – you weren't here.

Mayor Hunter said the contract doesn't say on the average but that must be one of those there are contract then there are contracts. He said Walt said that at a Council meeting by the way.

Walt Leonard said yes he knows and he was telling them the truth. He said there are many types of enforceable agreements. He said one of them is a contract – this other one was an enforceable agreement therefore they had an enforceable agreement that didn't have to be revised in the form of a contract. He said by the way if you read the contract

Mayor Hunter said has read it and don't presume that he hasn't.

Walt Leonard said that's why he is here because he is ignoring some of the provisions in it.

Lynda Stokes said she thought Mayor Hunter is extremely hostile.

Mayor Hunter said he was. He said for Walt Leonard to insinuate he hasn't read the contract. He asked her if she did not hear his tone.

Lynda Stokes said she heard his tone. She asked have they all read the contract.

Mayor Hunter asked if everyone has read the contract.

Walt Leonard said good then apparently they were having a large dispute about fees. He said under the terms of the contract if there is a fee dispute it is provided specifically that this will be taken to arbitration before the Tarrant County Legal Board.

Mayor Hunter asked if that included etcetera!

Walt Leonard said etc. is because over the last several years — because he told Mayor Stokes at the time he was doing that — is because Mr. Basham has many many times threatened to sue various people including the city for various activities. He said if he gives a detailed billing to the council he is obviously basically betraying the city by giving information to someone that has expressed hostility towards the city in terms of assisting them in knowing what we are doing sometimes in dealing with activities. Therefore etc. is basically an attempt to protect people. He said for example like when there were actions that resulted in Mr. Basham being censured for attempting to suborn employees to assist him politically what Scott Passmore told them about Mr. Basham to come and help him with attempt to as he put it — turn the city into a shamble. He said that was Scott's exact words to the council some time back. He said citizens are employees should be protected from that and the etc. is simply to not give information to the person that have expressed hostility towards members of the city or the city itself and that is why that was done. He said the Mayor was perfectly aware of it and approved it. He would also note as they just did in the Consent Agenda his bills so forth is included. He said the city has month by month approved his billings if they didn't like them you had time to pull them off and go into arbitration if you felt they were inappropriate. He said the City has approved all of this time and you are now trying to bring this up for something that you have already approved or are you waving the right to claim something was incorrect and you could have taken it to the Board of Arbitration which the contract is provided for

Mayor Hunter said he spoke to several attorneys and etcetera would not be in their billing. He said he spoke with Representative Phil King who laughed and said he would never get away with that.

Walt Leonard said he told them the reason why it was unusual and why it was put there.

Mayor Hunter asked if he remembered a letter that Mr. Leonard sent to Council and said he gotten messy with his billing. He said he thought that was Mr. Leonard's response to the etcetera. He said now it has to do with not disclosing certain actions.

Walt Leonard said the messy and billing was because – this is probably his fault – in the retainer includes a variety of things which are considered to be normal monthly recurring activities. He said many of these include things like Municipal Court, attending Council Meetings and also talking to various city employees. He said it is probably typical him to talk with Ramah three (3) to five (5) times a week maybe more. He said he talked with Scott many times; he has talked with Mr. Polino many times and various other people as needed and he talks with Council Members and frankly with these things are done all of the time he probable get sloppy about writing each and every one of those down because they are included in the retainer and the retainer is there precisely because of that. He said he has gone through the retainer and many cities have preferred and asked for his system because that way we try to set up normally or recurring every month we can expect this to be happening at a certain level and a certain amount of time. He said Council meetings, Municipal Court, etcetera. He said after doing this for a lot of years he has a pretty good idea what it is. They also have a chance after you've been here for a while to see whether or not more or less correct and frankly he thinks those are pretty good estimates and everyone agreed to them at the time they were pretty good estimates because he gave those times and they all agreed to it. Now frankly if he calls up Ramah and say what's this or does he need to do this or something he want tell them that he just lets it go – he doesn't pay attention to it because some of these are minor. He said he has a standard – normally he charges a ¼ hour (quarter) for anything he does as a minimum which is typical of many attorney's and he often lets that slide frankly because one (1) he also knows right now but late people have been given flack for the work they have had to do and they have had to do a lot of work over the last few years for a variety of reasons and this way he guesses in the back of his mind he's thinking these people are going to get into trouble if he had a lot of showing the activity and sometimes he is just busy and he doesn't bother because it's such a common place activity that he doesn't pay attention. He said he also noted that he has been challenged for all of the work being done over the past ten (10) years and that's a little frustrating as we have shown and the Council knows and he believes it was grounds for scansions' – he has had to spend a lot of time of city money taking care of several claims of improper activity by the city or various members of the city. He said things have been filed against various agencies and with the District Attorney and other such people and by the way all – all have been found to be groundless. He said in fact as Mayor Hunter has told them the District Attorney told him some of the claims on Mr. Basham had zero (0) creditability and they still believe that as he understands

Mayor Hunter said so nothing was filed yet we spent money on our City Attorney.

Walt Leonard said if someone challenges the city – if someone creates problems for the city – if they have to go and take care of things – he makes his living by charging hours. He said every attorney out there does that unless they do it on a flat rate or employed by someone as a house attorney. – he said that's normal. He said we have had over the last few years spate of things that have been quite out of the ordinary. He said four (4) or five (5) times to redo the Fire Department, after the County dumped them. He said we had to spend six (6) months negotiating and agreement, the city had to find way of supporting them several times. He said we have had two (2) Fire Chief's one went to prison and the other one had trouble distinguishing between Fire Department money and his money. He said we had an ill started attempt to tear the city apart by disannexation which we stopped.