

ACTION ITEM: #7

Financial Advisor RFP

Proposal to
Provide
Financial
Advisory
Services



The Town of Ransom Canyon, Texas

Request for Proposals for Financial Advisory Services
December 6, 2019

Vince Viaille
Managing Director

Specialized Public Finance Inc.
4925 Greenville Avenue
Suite 1350
Dallas, Texas 75206
214.373.3911
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SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

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EXECUTIVE SUMMARY

We are pleased to respond to the Town of Ransom Canyon's Request for Proposal for Financial Advisory Services on behalf of Specialized Public Finance Inc. ("SPFI").

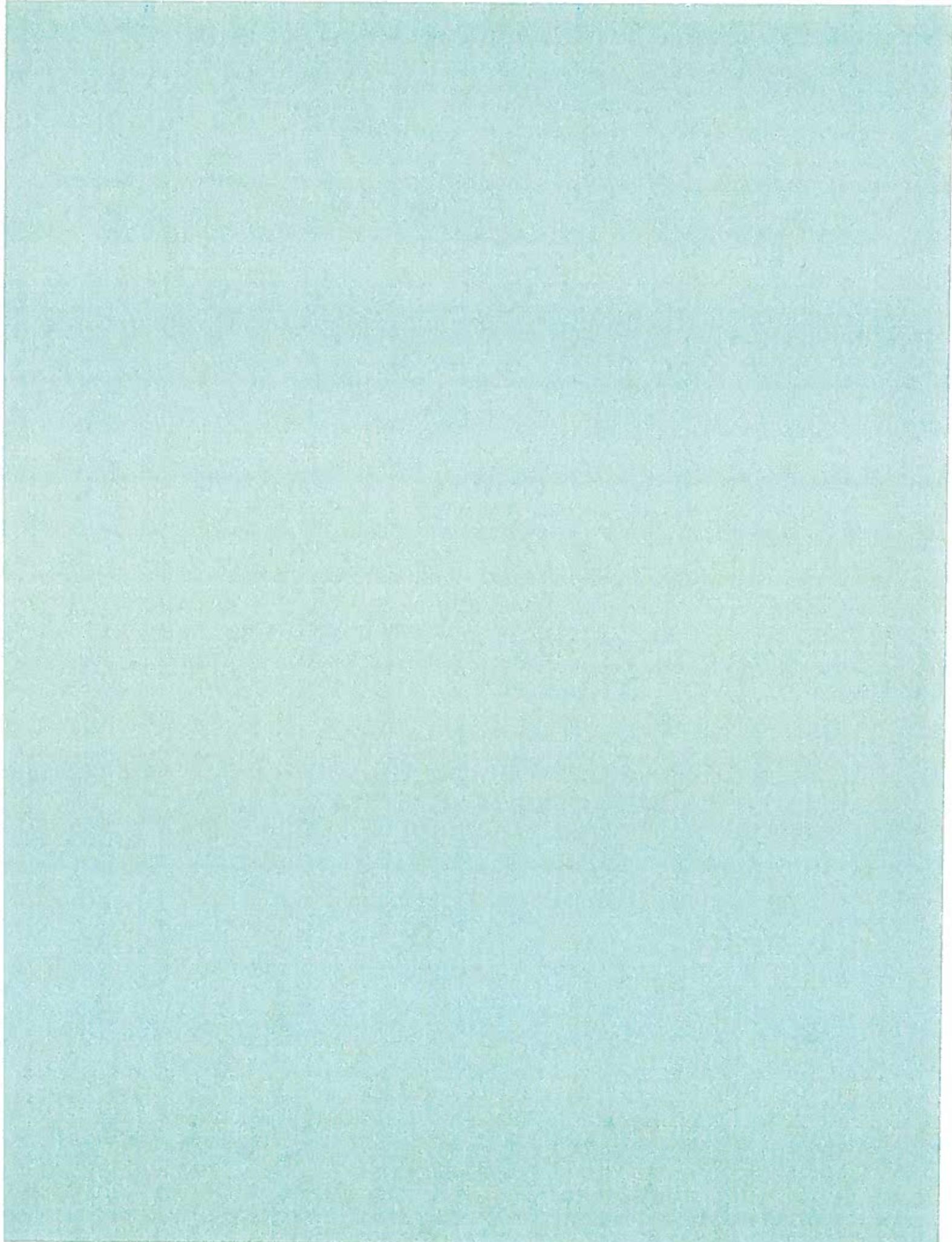
SPFI was formed by six highly experienced public finance professionals on November 6, 2008 in recognition of the increased need for an *independent* financial advisory firm that was *free from commercial or investment banking affiliations* and *focused exclusively on providing municipal advisory services*. *Neither the partners nor the firm has incurred any debt to fund the operations of SPFI, ensuring long-term financial stability*. Today, SPFI has seventeen employees with offices in Austin, Dallas, San Antonio and Amarillo and represents over *450 municipal clients, 437 of which are in Texas*. In the last five years, our firm has successfully completed *880 transactions totaling over \$12.6 billion in par amount*. SPFI is consistently ranked as one of the *top three financial advisors in Texas* and *top twenty financial advisors in the nation* based on the number of transactions.

Specialized Public Finance Inc.'s financial advisory engagement with the Town will be managed from our Dallas office. *Vince Viaille, Managing Director*, will serve as the Primary Contact for the Town's proposed financial advisory team. Additionally, *Patrick Smith, Director*, will be responsible for all quantitative analyses related to any bond issuance, structuring and capital improvement program modeling. *Paul Jasin, Managing Director*, will serve as a support advisor to the Town and is available as needed. *Vince Karnes, Analyst*, will be available to provide quantitative support to the Town. Because we focus exclusively on financial advisory services, our team is very sensitive to the project timelines of our clients. The team will be readily available to help the Town meet those timelines.

The services that the Town requires for its debt financings are very familiar to the SPFI team including structuring and planning of debt including bond elections, recommending debt options, assisting in structuring utility rates, evaluating underwriting proposals, recommending sale method, working with the Texas Water Development Board and assessing market conditions. SPFI's team of advisors took steps to create a dedicated firm that will be relationship based so that we can assist the Town on an ongoing basis as the financial landscape continues to evolve – both from a bond market and city finance perspective.

As an independent financial advisor, we are not involved in underwriting and trading. Therefore, we will not be asking other financial advisors for underwritings while we are evaluating their proposals to our clients. We are regulated by MSRB rules relating to financial advisory services. We cannot pay campaign contributions, hire consultants or any other activity that a broker/dealer cannot do.

Finally, we believe we are uniquely positioned to be a stable partner as the Town moves forward with its future capital plans. We have all the resources, both technically and market, to provide a superior level of service to meet the Town's challenges and needs. We also commit to be available and accessible to the Town to help meet those needs.



1. General Information about the Firm

A. Name, address, and phone number of the firm

Specialized Public Finance Inc.

Office Locations

AUSTIN
248 Addie Roy Road
Suite B103
Austin, TX 78746
512.275.7300

DALLAS
4925 Greenville Ave
Suite 1350
Dallas, TX 75206
214.393.3911

AMARILLO
600 South Tyler
Suite 1502
Amarillo, TX 79101
806.749.7734

SAN ANTONIO
13300 Old Blanco Road
Suite 310
San Antonio, TX 78216
210.239.0204

Specialized Public Finance Inc.'s financial advisory engagement with the Town will be managed from our Dallas Office.

B. History of the firm

Specialized Public Finance Inc. ("SPFI" or the "firm") was formed on November 6, 2008 in response to the unprecedented events in the global credit markets. SPFI's six founding partners, who average over twenty years of experience, recognized an increased need in the municipal market for an *independent* firm dedicated *exclusively to providing financial advisory services* to select governmental entities. As an independent firm, we are *not controlled by any municipal underwriting or trading firm*, therefore assuring the objectivity of our financial advisory practice. The firm's partners view the financial advisory function as an advocacy of the Issuer's interests which should utilize all available resources and market information in order to best serve clients and their needs. Our firm is solely committed to public finance, and more specifically, Texas public finance.

Firm Structure, Size, Management and Licenses

SPFI is a Texas Subchapter S corporation with 17 employees and 7 shareholders.

Our staff is composed of eight financial advisory professionals, four dedicated quantitative/analytical specialist, one continuing disclosure professional and four executive assistants committed to the principle of *conservative, client-appropriate advice*. The firm does not engage in product-driven solutions or derivative transactions. As trusted financial advisors, we have a *fiduciary responsibility* to focus on

the objectives of our clients. This includes guiding clients through all phases of the debt issuance process by applying our financial and technical expertise, market knowledge and personalized service.

Financial Information

The firm is privately-held by the seven Managing Directors. These seven professionals direct the operational and strategic management of the firm. SPFI was 100% funded through equity contributions from these partners. **Neither the partners, nor the firm has incurred any debt to fund the operations of SPFI.**

As further protection for our clients, SPFI maintains Errors & Omissions insurance coverage in the amount of \$1,000,000.

Five Year History of Firm's Accomplishments

SPFI has been *hired as financial advisor by over 450 governmental entities, 437 of which are in Texas* and has *successfully completed 880 financings totaling over \$12.6 billion in the last five years.* Based on the number of completed transactions, SPFI has consistently ranked as the 3th most active financial advisor in Texas, and in the top 20 in the nation since 2009.

Over 100 of our more than 450 financial advisory clients are Texas cities. SPFI has completed 327 City transactions totaling \$3,354,174 in par amount in since 2014.

SPFI Transactions

Year	No. of Issues	Principal Amount
2014	132	2,092,913,144
2015	149	2,448,557,940
2016	155	1,911,253,995
2017	154	2,408,204,850
2018	137	1,703,914,750
2019YTD*	153	2,111,567,000
	880	\$ 12,676,411,679

*Through September 30, 2019.
Includes direct purchases and TWDB deals.

Representative SPFI City Clients

Abernathy	Floresville	Killeen	Ransom Canyon	Taylor
Alba	Floydada	La Grange	Robinson	Temple
Anton	Fredericksburg	Lakeway	Rockdale	Thrall
Bartlett	Friena	Lampasas	Rogers	Tulia
Bastrop	Georgetown	Lefors	Ropesville	Tyler
Belton	Glen Rose	Llano	Round Rock	Universal City
Booker	Greenville	Liberty Hill	Royse City	Waskom
Bovina	Groom	Lockhart	Rusk	Wellman
Brenham	Hackberry	Lockney	San Angelo	West
Bryan	Hallsville	Luling	San Leanna	West Tawakoni
Buda	Harker Heights	Martindale	San Marcos	Wheeler
Bullard	Haskell	Memphis	Seagraves	White Deer
Burnet	Heame	Monahans	Seminole	White Oak
Canadian	Hersford	Morton	Sherman	Whiteface
Cedar Park	Horseshoe Bay	Muleshoe	Silverton	Whitehouse
Cibolo	Howe	Natalia	Slaton	Wilson
Claude	Hutto	Panhandle	Snyder	Wimberley
Columbus	Idalou	Perryton	Somerville	Wolforth
Copperas Cove	Iraan	Plainview	Spearman	Yorktown
Dalhart	Jarrell	Portland	Stamford	
De Leon	Jefferson	Post	Stratford	
Dickens	Kempner	Pottsboro	Sudan	
Eastland	Kermit	Quinlan	Sunrise Beach	
Fayetteville	Kilgore	Ralls	Tahoka	

SPFI Texas City Transactions

Year	No. of Issues	Principal Amount
2014	57	\$ 535,203,000
2015	50	484,740,000
2016	62	620,246,000
2017	63	802,405,000
2018	47	505,035,000
2019 YTD*	48	406,545,000
	327	\$ 3,354,174,000

*As of September 30, 2019

The following are a few of our notable financial advisory relationships with west Texas cities:



\$361,302,000
28 Transactions, 2009-2018
City of Amarillo



\$7,095,000
2 Transactions, 2010-2015
City of Perryton



\$326,925,000
15 Transactions, 2009-2018
City of San Angelo



\$13,128,000
2 Transactions, 2012-2014
City of Dalhart



\$12,140,000
4 Transactions, 2010-2018
City of Eastland



\$3,400,000
1 Transaction, 2010
City of Spearman



\$4,590,000
2 Transactions, 2010
City of Hereford



\$40,310,000
3 Transactions, 2009-2018
City of Plainview



\$12,155,000
3 Transactions, 2011-2013
City of Slaton



\$13,838,000
3 Transactions, 2010-2013
City of Snyder

C. List of names and titles of the firm's personnel who are directly responsible for financial advisory services

AUSTIN 248 Addie Roy Road Suite B103 Austin, TX 78746 512.275.7300	John Barganski Director Financial Advisory john@spfmuni.com 512.275.7310	Jeff Garland Managing Director Quantitative Analysis jeff@spfmuni.com 512.275.7303	Cole Gilmore Analyst Quantitative Analysis cole@spfmuni.com 512.275.7312	Garry Kimball Managing Director Financial Advisory garry@spfmuni.com 512.275.7301
	Kristin Merz Associate Continuing Disclosure kristin@spfmuni.com 512.275.7308	Jennifer Ritter Managing Director Financial Advisory jennifer@spfmuni.com 512.275.7304	Dan Wegmiller Managing Director Financial Advisory dan@spfmuni.com 512.820.6086	
DALLAS 4925 Greenville Ave Suite 1350 Dallas, TX 75206 214.393.3911	Steven Adams, CFA Managing Director Financial Advisory steven@spfmuni.com 214.393.3911	Paul Jasin Managing Director Financial Advisory paul@spfmuni.com 214.393.3911	Vince Karnes Analyst Quantitative Analysis karnes@spfmuni.com 214.393.3911	Patrick Smith Director Quantitative Analysis patrick@spfmuni.com 214.393.3911
	Vince Vialle Managing Director Financial Advisory vince@spfmuni.com 806.749.7734			
AMARILLO 600 South Tyler Suite 1502 Amarillo, TX 79101 806.749.7734				
SAN ANTONIO 13300 Old Blanco Road Suite 310 San Antonio, TX 78216 210.239.0204	Victor Quiroga, Jr. Managing Director Financial Advisory victor@spfmuni.com 210.239.0204			

D. Information pertaining to the firm's compliance with licensing and other requirements of the Securities Exchange Commission, the National Association of Securities Dealers and the Municipal Securities Rulemaking Board.

SPFI has registered with the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB") as required by the Dodd-Frank Wall Street Reform and Consumer Protection Act. Additionally, SPFI's financial advisory professionals have passed the MSRB's Municipal Advisor Representative Qualification Examination (Series 50).

2. References

City of Plainview, Texas

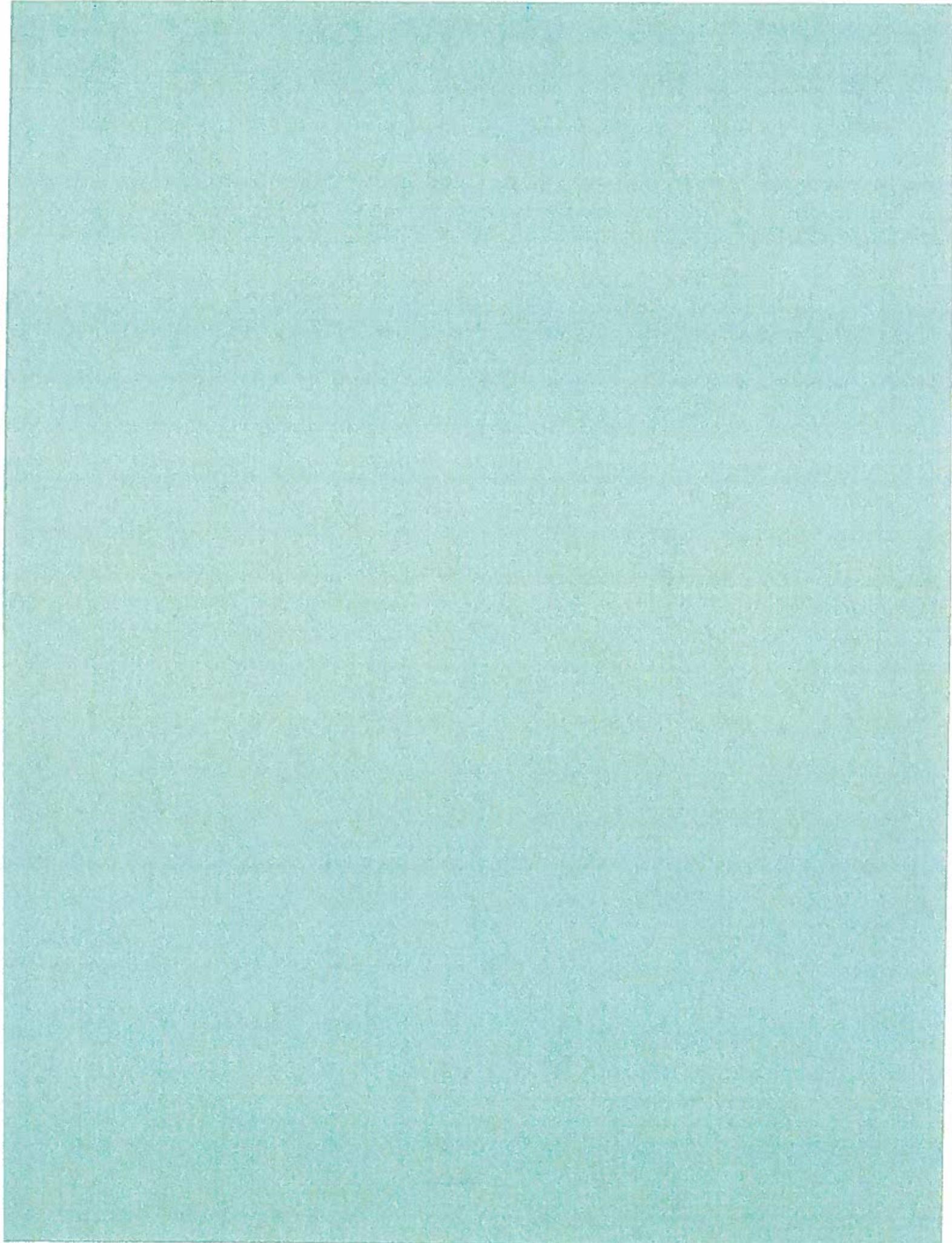
Jeffrey Snyder
City Manager
901 Broadway
Plainview, TX 79072
806.296.1106
jsnyder@plainviewtx.org

City of Seminole, Texas

Tommy Phillips
City Administrator
302 South Main
Seminole, TX 79360
432.758.3676
tphillips@cityofseminole.org

City of Eastland, Texas

Ron Duncan
City Manager
113 E. Commerce St.
Eastland, TX 76448
254.629.8321
citymgr@eastlandtexas.gov



3. Personnel assigned to the Town

Advisory Team

Vince Vialle, Managing Director in the Dallas and Amarillo offices will be the primary contact on this account and will supervise and direct all financial advisory activities related to the Town's financing programs. Paul Jasin, Managing Director, will serve as support advisor to the Town and is available as needed. Patrick Smith, Director, will be the dedicated quantitative analyst for bond issuance structuring and capital improvement program modeling. Vince Karnes, Analyst, will be available to provide quantitative support.

Team Member	Role	Contact
Vince Vialle <i>Managing Director</i> Dallas/Amarillo	Team Lead	214.373.3911 office 806.773.4546 cell vince@spfmuni.com
Paul Jasin <i>Managing Director</i> Dallas	Support Advisor	214.373.3911 office 214.288.7898 cell paul@spfmuni.com
Patrick Smith <i>Director</i> Dallas	Quantitative Analysis	214.373.3911 office 214.499.0412 cell patrick@spfmuni.com
Vince Karnes <i>Analyst</i> Dallas	Quantitative Support	214.373.3911 office 469.247.1482 cell karnes@spfmuni.com

Availability

Because *SPFI focuses exclusively on financial advisory relationships*, our professionals are very sensitive to the project timelines of our clients. We are readily available to participate in City Council meetings and workshops, bond committee meetings, financing group meetings and bond rating presentation / site visits.

Resumes

Brief resumes of the professionals assigned to the Town's proposed financial advisory team are shown on the following pages.



Vince Viaille
Managing Director
4925 Greenville Ave., Suite 1350
Dallas, Texas 75206
Phone: 214.373.3911
Fax: 214.373.3913
vince@spfmuni.com

Professional Experience: Mr. Viaille has served as a Financial Advisor in the Public Finance arena since 1985. During his over 30 years of experience, he has been involved in several hundreds of municipal project financings. He has represented several State of Texas agencies as their Financial Advisor, including the Texas Water Development Board, the Texas Higher Education Coordinating Board, and the Texas National Guard Armory Board.

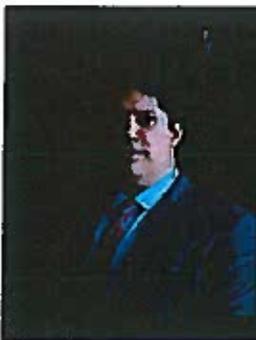
Currently, Mr. Viaille devotes his expertise to various governmental entities, including numerous Texas cities, counties, school districts, hospital districts, water supply districts and river authorities.

Mr. Viaille has extensive experience with the various types of funding mechanisms available to governmental entities. When necessary, he has assisted with the strategic planning of Bond Elections, including conducting Public Hearings when needed.

Through the numerous financings he has handled, he has developed proficiency in recommending the best way to access the marketplace for issuers securities, including negotiated versus competitive bid sales and private placements. He has comprehensive knowledge of credit rating procedures utilized by credit rating agencies.

In addition to handling funding programs for municipalities, Mr. Viaille has assisted governmental entities with budget preparation, capital improvement plans, identifying project revenue streams for debt service payments, and refinanced or restructured existing debt for savings or cash flow purposes.

Education: Mr. Viaille earned a Bachelor of Business Administration degree from West Texas A&M University. He is a registered Municipal Advisor with the Securities and Exchange Commission and has passed the Municipal Advisor Representative Qualifications Examination (Series 50).



Paul Jasin
Managing Director
4925 Greenville Ave., Suite 1350
Dallas, Texas 75206
Phone: 214.373.3911
Fax: 214.373.3913
paul@spfmuni.com

Professional Experience: Mr. Jasin has over 15 years of industry related experience in public finance and secondary market transactions. He has served as a financial advisor since 2009 and has worked on over \$2.5 billion in debt issued and over 175 bond transactions. He has assisted school, city, county, special district, utility authority and state agency clients on a vast array of public

infrastructure projects involving both tax-exempt and taxable bond issuance.

Prior to joining Specialized Public Finance Inc., he was employed by Standard & Poor's Corporation from 2001-2009, most recently as a Director. Mr. Jasin has assessed the credit quality of Southwestern United States credits of State Agencies, local governments, public power issuers, special districts and charter schools. He has extensive knowledge of Texas issuers and their credit profiles and has authored numerous articles on industry related topics.

Prior to joining Standard and Poor's, Mr. Jasin was employed by Fidelity Investments for two years in the Investments group that focused on fixed income transaction in the secondary market.

Education: Mr. Jasin has a Bachelor of Business Administration degree in Finance from the Texas Tech University and a Masters of Business Administration degree from University of Dallas. He is a registered Municipal Advisor with the Securities and Exchange Commission and has passed the Municipal Advisor Representative Qualifications Examination (Series 50).



Professional Experience: Mr. Smith has served as a financial advisor to local governments, utilities, universities, hospitals, school districts, special districts, and other nonprofit entities since 2007. He has represented clients in Texas, as well as throughout the Mid-Atlantic and Southeast regions of the United States. Mr. Smith has structured a broad range of tax-exempt and

taxable financings including general obligation, certificates of obligation, revenue, project finance, and tax increment financings. He has served as an advisor on transactions totaling \$8.0 billion in par amount of bonds.

Prior to joining Specialized Public Finance Inc., Mr. Smith was a Vice President with Davenport & Company where he was a founding member of the Charlotte, North Carolina office. Before joining Davenport & Company, Mr. Smith worked for First Southwest Company.

Education: Mr. Smith earned a Bachelor of Business Administration in Finance from Xavier University in Cincinnati, Ohio. He is a registered Municipal Advisor with the Securities and Exchange Commission and has passed the Municipal Advisor Representative Qualifications Examination (Series 50).

Vince Karnes
Analyst
4925 Greenville, Suite 1350
Dallas, Texas 75206
Phone: 214.373.3911
Fax: 214.373.3913
karnes@spfmuni.com

Professional Experience: Mr. Karnes joined Specialized Public Finance in 2019. He has assisted advisors with financings for cities, counties, charter schools, school districts and utility districts throughout Texas.

Prior to joining Specialized Public Finance Inc., Mr. Karnes worked as an Engineer in Training.

Education: Mr. Karnes has a Bachelor of Science degree in Mechanical Engineering from the University of Oklahoma and is currently working towards his Master of Business Administration degree from Southern Methodist University.



4. Experience with placement of debt instruments with the TWDB

Our bankers at SPFI have extensive experience working with the Texas Water Development Board ("TWDB"). Not only have the bankers at SPFI utilized the funding programs at the TWDB for several cities, two of our bankers have worked for the TWDB. Vince Viaille has served as the TWDB Financial Advisor and Steven Adams was formally a Financial Analyst at the TWDB.

We have in depth knowledge of each of the funding programs at the TWDB, including the Clean Water State Revolving Fund ("CWSRF"), the Drinking Water State Revolving Fund ("DWSRF"), the Rural Water Assistance Fund ("RWAF"), the Economically Distressed Areas Program ("EDAP"), the Development Fund ("D-Fund"), State Water Implementation Fund for Texas ("SWIFT") and the Water Infrastructure Fund Loan Program ("WIF").

SPFI will assist the Town from the very beginning of the funding process and will assure that each step is completed in the most efficient manner possible. We will prepare a capital improvement plan as part of our planning process. This will assist us in structuring debt in a way that has the least impact on the tax rate and utility rates.

Even after the issue is closed and the Town has received the funds, SPFI will continue to work with the Town on managing any escrow draws through the construction process. At SPFI, our job does not end when an issue is funded.

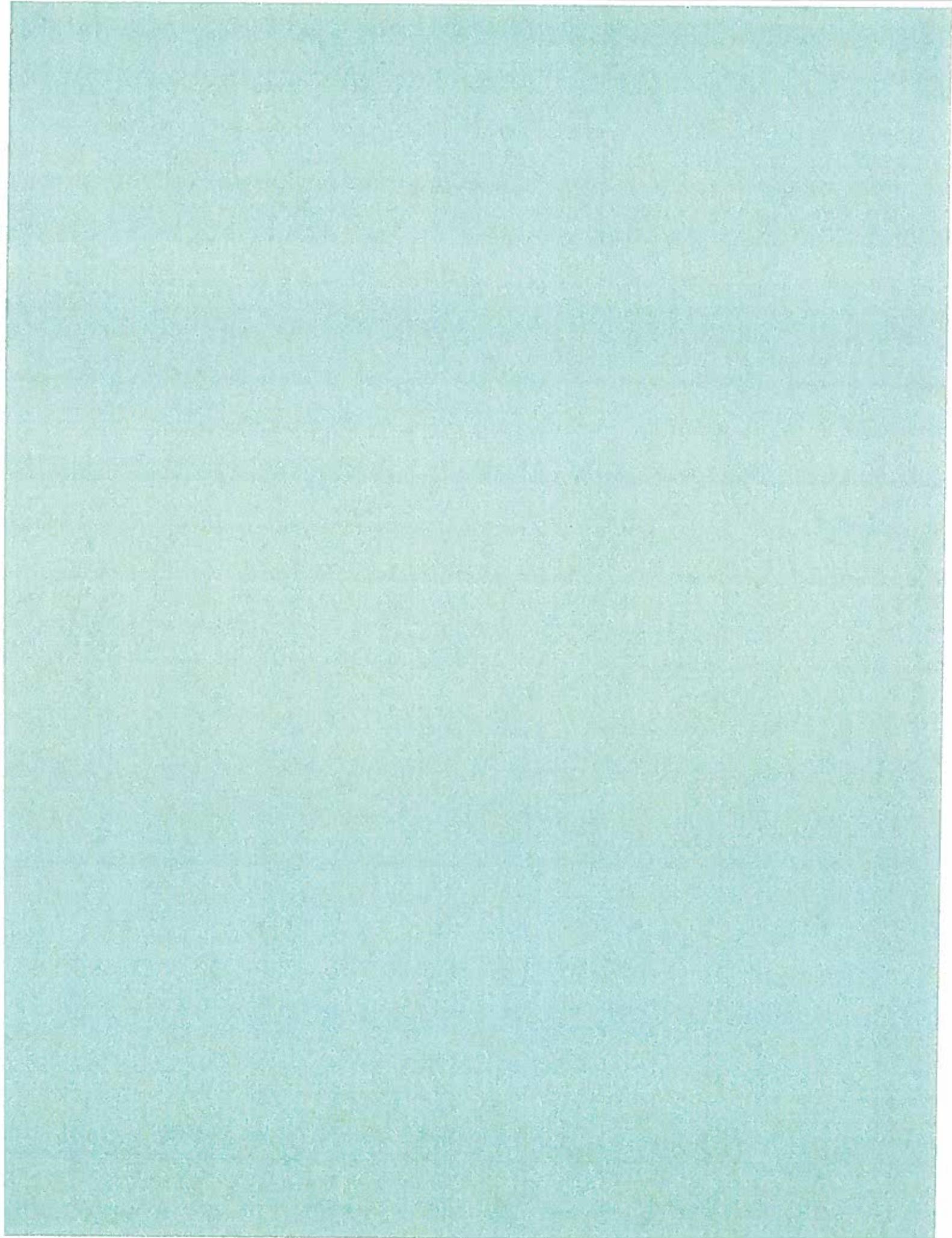
In the past five years, Mr. Viaille has acted as financial advisor on several water/wastewater transactions. His experience includes working with the following Texas cities:

Cities Vince Viaille has represented		
Abernathy	Iraan	Silverton
Anton	Kermit	Slaton
Booker	Lefors	Snyder
Bovina	Lockney	Somerville
Bulford	Memphis	Spearman
Canadian	Monahans	Stamford
Claude	Morton	Stratford
Dalhart	Muleshoe	Sudan
De Leon	Panhandle	Tahoka
Dickens	Perryton	Tulia
Eastland	Plainview	Wellman
Floydada	Post	Wheeler
Friena	Ralls	White Deer
Glen Rose	Ransom Canyon	Whiteface
Groom	Ropesville	Wilson
Haskell	San Angelo	Wolfforth
Hereford	Seagraves	
Idalou	Seminole	

Since 2014, SPFI has completed **91 transactions with the TWDB with a par amount of \$590,881,000.** These transactions are listed on the next page. Vince Viaille's experience is highlighted.

1 PFD & OGD Expenses (2014 Current)				
Client	Item	Ref Amount	Ref Yr	Adj Yr
Amelia	WW & SS Revenue Bonds Series 2014	8,405,000.00	12/2/14	Adm's
GTUA(Kum)	Cont'd Revenue Bonds Series 2014	2,025,000.00	5/15/14	Kmbal
Arad na Naches River Authority	Cont'd Revenue Bonds Series 2014	205,000.00	6/10/14	Adm's
De Leon	Comb Tax & Rev CDOs, Series 2014	828,000.00	8/26/14	Visible
GTUA(Sherman)	Cont'd Revenue Bonds Series 2014	1,780,000.00	8/26/14	Kmbal
GTUA(Var Astre)	Cont'd Revenue Bonds Series 2014A	425,000.00	9/23/14	Kmbal
GTUA(Var Astre)	Cont'd Revenue Bonds Series 2014B	1,730,000.00	9/23/14	Kmbal
GTUA(Lake Kowal SUC)	Cont'd Revenue Bonds Series 2014	3,871,000.00	10/8/14	Kmbal
Jane	Comb Tax & Rev CDOs, Series 2014	2,378,000.00	12/18/14	Visible
GTUA(Sherman)	Cont'd Revenue Bonds Series 2015	2,515,000.00	2/26/15	Kmbal
GTUA(Sherman)	Cont'd Revenue Bonds Series 2015A	3,320,000.00	3/31/15	Kmbal
Seagraves	Comb Tax & Revenue CDOs, Series 2015	3,378,000.00	4/21/15	Visible
GTUA(Var Astre)	Cont'd Revenue Bonds Series 2015	2,875,000.00	4/22/15	Kmbal
San Marcos	WW & WW Sp. Revenue Bonds Series 2015	410,000.00	5/27/15	Rbar
Amelia	Comb Tax & Revenue Rev CDOs, Series 2015	3,888,000.00	8/17/15	Visible
GTUA(Waterford)	Cont'd Revenue Bonds Series 2015	640,000.00	9/29/15	Kmbal
Amelia	WW & SS Revenue Bonds Series 2015	17,195,000.00	9/30/15	Adm's
Hays Calowal PUA	Cont'd Rev Bonds Series 2015A (CRVA)	3,500,000.00	11/20/15	Rbar
Hays Calowal PUA	Cont'd Rev Bonds Series 2015B (Kyle)	3,500,000.00	11/20/15	Rbar
Lower Colorado River Authority	Revenue Bonds Series 2015C	234,795,000.00	11/24/15	Adm's
GERA	General Improvement Rev Bonds Series 2015	2,000,000.00	12/1/15	Adm's
Ada	Comb Tax & Rev CDOs Series 2015	840,000.00	12/1/15	Adm's
Lone Star Reg Water Auth	Cont'd Rev Bonds Taxable Ser 2015 (BP)	3,700,000.00	12/2/15	Adm's
Lone Star Reg Water Auth	Cont'd Revenue Bonds Taxable Series 2015	940,000.00	12/2/15	Adm's
Lone Star Reg Water Auth	Cont'd Revenue Bonds Series 2015 (BP)	18,300,000.00	12/2/15	Adm's
Lone Star Reg Water Auth	Cont'd Revenue Bonds Series 2015	4,500,000.00	12/2/15	Adm's
GTUA(Tom Bear)	Cont'd Revenue Bonds Series 2015	1,210,000.00	12/16/15	Kmbal
GTUA(Sherman)	Cont'd Revenue Bonds Series 2015B	27,310,000.00	12/17/15	Kmbal
Arad na Naches River Authority	Cont'd Revenue Bonds Series 2016	1,820,000.00	12/1/16	Adm's
Frydberg	Comb Tax & USI By Rev CDOs Series 2016	200,000.00	12/5/16	Rbar
GTUA(Sodas)	Cont'd Revenue Bonds Series 2016	653,000.00	4/28/16	Kmbal
Stamberg	Comb Tax & Rev CDOs, Series 2016	8,528,000.00	8/14/16	Visible
Talbot	Comb Tax & Rev CDOs, Series 2016	2,878,000.00	2/12/16	Visible
Glen Rose	Comb Tax & Rev CDOs, Series 2016	3,828,000.00	7/12/16	Visible
Jefferson	Comb Tax & Rev CDOs Series 2016A	2,800,000.00	7/21/16	Adm's
Jefferson	Comb Tax & Rev CDOs Series 2016B	1,830,000.00	7/21/16	Adm's
Wideman	Comb Tax & Rev CDOs, Series 2016	948,000.00	8/16/16	Visible
Jefferson	Comb Tax & Rev CDOs Series 2016	1,000,000.00	8/18/16	Adm's
Blythe	WWSS Rev Bonds Series 2016	2,315,000.00	11/10/16	Adm's
GTUA(Lake Kowal SUC)	Cont'd Revenue Bonds Series 2017	2,125,000.00	1/25/17	Kmbal
GTUA(Sherman)	Cont'd Revenue Bonds Series 2017	7,155,000.00	1/25/17	Kmbal
West Tawehon	Tax & WW & SS Suppl Rev CDOs Series 2017	1,175,000.00	3/21/17	Adm's
San Marcos	WW & WW Sp. Revenue Bonds Series 2017A	4,700,000.00	5/25/17	Rbar
San Marcos	WW & WW Sp. Revenue Bonds Series 2017B	1,000,000.00	5/25/17	Rbar
Jane	Comb Tax & Suppl Y&WW Rev CDOs Ser 2017	12,000,000.00	6/20/17	Adm's
Rogers	Comb Tax & Rev CDOs Series 2017A	2,150,000.00	7/14/17	Water/for
Rogers	Comb Tax & Rev CDOs Series 2017B	2,305,000.00	7/14/17	Water/for
Rogers	O.G. Refunding Bonds Series 2017C	240,000.00	7/14/17	Water/for
GTUA(Tom Bear)	Cont'd Revenue Bonds Series 2017	195,000.00	7/25/17	Kmbal
Arad na Naches River Authority	Cont'd Revenue Bonds Series 2017	1,400,000.00	9/8/17	Adm's
Quilar	Comb Tax & Rev CDOs Series 2017	1,875,000.00	9/19/17	Adm's
GTUA(Ebart)	Cont'd Revenue Bonds Series 2017	480,000.00	9/19/17	Kmbal
Eastland	Comb Tax & Rev CDOs, Series 2017	4,768,000.00	8/24/17	Visible
GTUA(Kum)	Cont'd Revenue Bonds Series 2017	1,275,000.00	9/26/17	Kmbal
Melting SUD	Revenue Bonds Series 2017B	3,355,000.00	10/25/17	Adm's
Wimberly	Sewer System Revenue Bonds Series 2017	5,250,000.00	10/26/17	Rbar
Bohler	Comb Tax & Rev CDOs, Series 2017	483,000.00	1/18/17	Visible
BORUA (Cedar Park)	Cont'd Revenue Bonds Series 2017	4,405,000.00	11/16/17	Kmbal
BORUA (Cedar Park)	Cont'd Revenue Bonds Series 2017	4,400,000.00	11/16/17	Kmbal
Atanes Regional Water Authority	Cont'd Rev Bonds (CRVA), Series 2017A	9,325,000.00	11/22/17	Rbar
Atanes Regional Water Authority	Cont'd Rev Bonds (Kyle), Series 2017B	8,305,000.00	11/22/17	Rbar
Atanes Regional Water Authority	Cont'd Rev Bonds (San Marcos), Series 2017C	11,450,000.00	11/22/17	Rbar
Atanes Regional Water Authority	Cont'd Rev Bonds (SUDs), Series 2017D	1,625,000.00	11/22/17	Rbar
Westlake SUD	Revenue Bonds Series 2018	13,400,000.00	1/10/18	Adm's
D & M WSC	Loan Agreement (Taxable), Series 2018	1,500,000.00	1/12/18	Adm's
Kerrville-Bornas WSC	Revenue Bonds Taxable Series 2018	635,000.00	1/17/18	Adm's
GTUA(Curtin)	Cont'd Revenue Bonds Series 2018	2,300,000.00	3/27/18	Kmbal
GTUA(Phrazier)	Cont'd Revenue Bonds Series 2018	15,300,000.00	3/27/18	Kmbal
Newell Special LR by Delta	Improvement Revenue Bonds Series 2018	1,400,000.00	5/24/18	Adm's
Lano	Comb Tax & Rev CDOs Series 2018A	3,300,000.00	6/20/18	Rbar
Lano	Comb Tax & Rev CDOs Series 2018B	800,000.00	6/20/18	Rbar
Lano	Comb Tax & Rev CDOs Series 2018C	600,000.00	6/20/18	Rbar
Johnson Co SUD	Revenue Bonds Series 2018	22,000,000.00	6/28/18	Adm's
Amelia	W&S System Revenue Bonds New Series 2018A	12,300,000.00	7/18/18	Adm's
Ada	Comb Tax & Rev CDOs Series 2018	900,000.00	8/1/18	Adm's
GTUA(Perez SA)	Cont'd Revenue Bonds Series 2018	305,000.00	8/2/18	Kmbal
Crab Trinity WSC	Loan Agreement (Taxable), Series 2018	1,625,000.00	8/2/18	Adm's
Dibbles	Comb Tax & Rev CDOs, Series 2018	488,000.00	8/9/18	Visible
Eastland	Comb Tax & Rev CDOs, Series 2018	682,000.00	8/9/18	Visible
Lone Star Reg Water Auth	Cont'd Revenue Bonds Series 2018	1,225,000.00	10/11/18	Adm's
Lone Star Reg Water Auth	Cont'd Revenue Bonds Taxable Series 2018	215,000.00	10/11/18	Adm's
San Marcos	Comb Tax & Suppl Rev CDOs Series 2018	1,305,000.00	10/16/18	Rbar
BORUA (Cedar Park)	Cont'd Revenue Bonds Series 2018	6,570,000.00	11/14/18	Adm's
Shoehorn Regional SUD	Revenue Bonds Series 2019	300,000.00	1/15/19	Adm's
GTUA(Bear Creek SUC)	Cont'd Revenue Bonds Series 2019	7,400,000.00	1/30/19	Kmbal
GTUA(Curtin)	Cont'd Revenue Bonds Series 2018B	3,415,000.00	1/30/19	Kmbal
Wimberly	Comb Tax & Revenue Rev CDOs, Series 2019	458,000.00	4/18/19	Visible
GTUA(Pooleport)	Cont'd Revenue Bonds Series 2019	8,420,000.00	7/26/19	Kmbal
Upper Jasper Co Water Authority	Wimberly System Revenue Bonds Series 2019	3,365,000.00	8/22/19	Adm's
Roadville	Certificates of Obligation Series 2019	300,000.00	9/9/19	Valle
Borden County	Comb Tax & L&I Pledge Rev CDOs, Series 2019	1,388,000.00	10/19/19	Visible

81 transactions \$ 62,887,000



5. Additional Services

Our comprehensive services include advising on new money issuance, multi-year capital improvement planning, debt refunding/restructuring and project finance transactions for cities, school districts, counties, transportation authorities, utility authorities and special districts (MUDs, WCIDs, road districts, etc.). These services include the following:

FINANCIAL PLANNING AND DEBT MANAGEMENT

- Survey and analyses of current debt profile
- Modeling of multiyear capital improvement programs to assess debt capacity and impact on City taxpayers and utility rates
- Recommend financing structure and terms
- Bond election assistance

MANAGING THE BOND ISSUANCE PROCESS

- Coordinate preparation of bond offering documents
- Coordinate and assist in bond ratings process (and bond insurance, if required)
- Assemble working group
 - Underwriters (if a negotiated transaction)
 - Bond Counsel
 - Paying Agent/Trustee
 - Verification Agent (if needed)
- Manage marketing / sale of bonds
- Attend issuer meetings as required
- Coordinate printing of final bond documents
- Maintain liaison with Bond Counsel
- Coordinate delivery of bond proceeds
- Provide final debt service schedule / debt profile to the City

ONGOING SERVICES

- Preparing an interest & sinking fund tax rate strategy utilizing callable debt
- Monitor refunding opportunities
- Updating capital improvement program models
- Preparing continuing disclosure reports in accordance with SEC Rule 15c2-12
- Provide clients with SPFI's weekly *Municipal Market Review* highlighting current bond market conditions, trends and transactions
- Advise the City on changes in applicable law

Our approach to the providing financial advisory services includes the following:

Listen to the client

- Without understanding the needs of the client, no advice can be valid.
- SPFI emphasizes the quality of advice and the relationships built, not the quantity of clients.
- SPFI maintains an ongoing, working relationship with our clients, and is available at any time – not just during bond financings.

Model for the Future

- SPFI analyzes the impact of different debt structuring and growth scenarios to provide a comprehensive, long-term solution. SPFI's approach is to "Model for the Future" ensuring the current financing does not impede future growth.

Provide honest, expert and independent advice

- SPFI is comprised of industry experts who elected to serve as independent voices to our clients.
- SPFI provides financial advice that is conservative, explainable and developed to assist clients both now and for the long-term.
- SPFI was formed to provide independent advice and remains free from the pressures of broker/dealers and is not burdened by revenue targets or cross-selling mandates.

Accessing and Evaluating the Market

Since the creation of SPFI, we have made deliberate efforts to involve the underwriting (investor) community and get their feedback on market conditions. Because SPFI is an independent financial advisory firm, and not controlled by any underwriting firm, it allows SPFI to give the Town independent advice in selecting an underwriter for a negotiated sale, and it eliminates any conflicts with underwriting firms, giving the Town the largest possible universe of bidders on its competitive sales. As an example, most of our bank-qualified competitive sales *received an average of eight to ten bids at a time* while other market participants were discouraging competitive sales.

We believe that the selection of the underwriting team should be an open process with input from the client and financial advisor. Whenever practical, we recommend a formal process take place to demonstrate to all parties involved that there is a fair and open process for underwriter selection. We recognize, that for some clients, this may not be necessary or cost effective.



In negotiated deals SPFI works with the issuer to select the underwriting syndicate. As a part of this process we ask the issuer about the following goals:

Achieving the lowest interest rate for each issue:

- Evaluate the underwriters distribution capabilities;
- Evaluate the underwriter's ability and willingness to inventory bonds in difficult markets;and
- Evaluate cost proposals.

Achieve other goals of the client:

- Ensure local distribution of bonds; and
- Other goals.

Evaluate marketing efforts of potential underwriters:

- Review any unsolicited proposals or presentations;
- Review responses to formal requested proposals; and
- Review other relationships with the client.

When appropriate, we will also work with the Town to sell their bonds directly to a bank purchaser, thereby eliminating the need for costly fees that would normally go to underwriters. If engaged, we will continue to monitor market conditions to determine which method of sale is most cost-effective for the Town, in terms of lowest interest rate, lowest fees, and the least amount of restrictive covenants.

Again, all recommendations are free from consideration or any efforts of our firm to obtain underwriting business.

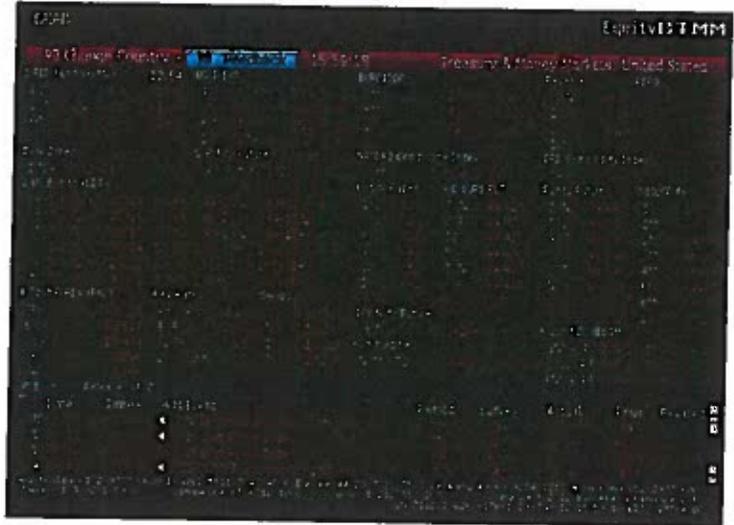
Technical Capabilities

Our status as an independent financial advisor was a deliberate choice made when founding the firm in 2008. We view our independence as a strength because it gives SPFI **access to primary and secondary market views from multiple market participants**. In contrast to financial advisory firms that are also broker/dealers, SPFI does **not** limit its municipal market price views to only one underwriting desk.

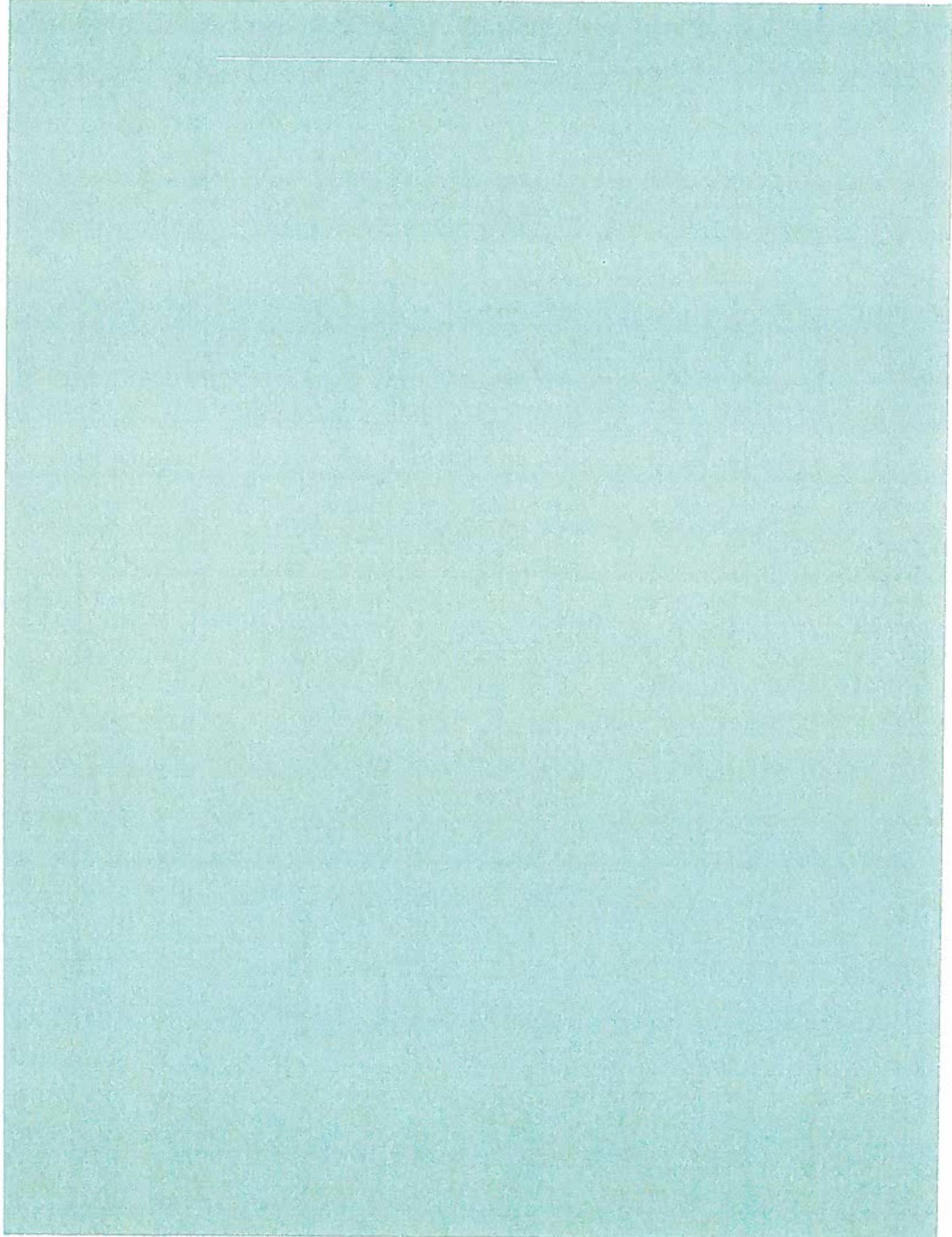
Since 2014, SPFI averaged over 140 financial advisory transactions per year. This high level of involvement in the new issuance municipal market gives SPFI **first-hand knowledge** of pricing levels and investor preferences (couponing, call features, etc.) through our **daily interactions with multiple trading and underwriting desks** on behalf of our advisory clients.

To monitor municipal and general market activity, SPFI utilizes data sources such as:

- **Bloomberg:** The Bloomberg Terminal is a computer software system that enables professionals in the financial service sector to access the service through which users can monitor and analyze real time financial market data. The system also provides news, price quotes, and messaging across its proprietary secure network.
- **Thomson Municipal Market Monitor (TM3):** A broad, integrated data service, Municipal Market Monitor (TM3) comprises several key elements: primary municipal market information, proprietary yield curves and commentary, and other reporting tools.
- **Municipal Market Data (MMD):** A proprietary yield curve that provides new issuance bonds with a baseline yield curve to assist with the bond pricing and setting of the interest rates. The MMD curve is published daily by the MMD analyst team at 3:00 p.m.
- **Municipal Advisory Council of Texas:** The Municipal Advisory of Texas (MAC) is a corporation organized to promote effective and efficient investment banking, underwriting, trading and sales of municipal debt by collecting, maintaining and distributing information relating to issuing entities.
- **MUNEX:** SPFI is also licensed to use MUNEX municipal structuring software, one of the most comprehensive municipal bond modeling systems available, to custom tailor the structure of a proposed bond issuance to meet the unique needs of the issuer, other specific constrains, and preform refinancing analysis.



In addition, we receive daily and weekly fixed income and general market research and commentary from numerous economists. As a service to our advisory clients, SPFI prepares our *Municipal Market Review*, a comprehensive weekly summary of interest rates, bond sale results and market trends and analyses. This breadth of information assures that our team has **the most up-to-date market data** in transaction structuring, cash flow modeling, and scenario analysis. SPFI has every service available to us as any firm who is involved in the underwriting and trading of municipal securities.



6. Financial Advisory Services Contract

FINANCIAL ADVISORY SERVICES AGREEMENT

This Financial Advisory Services Agreement (the "Agreement") is made and entered into by and between the Town of Ransom Canyon, Texas ("Issuer") and Specialized Public Finance Inc. ("SPFI") effective as of the date executed by the Issuer as set forth on the signature page hereof.

WITNESSETH:

WHEREAS, the Issuer will have under consideration from time to time the authorization and issuance of indebtedness to the Texas Water Development Board ("TWBD") in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, the Issuer desires to retain an independent financial advisor; and

WHEREAS, the Issuer desires to obtain the professional services of SPFI to advise the Issuer regarding the issuance and sale of certain evidences of indebtedness or debt obligations to the TWBD that may be authorized and issued or otherwise created or assumed by the Issuer (hereafter referred to collectively as "Debt") from time to time during the period in which this Agreement shall be effective; and

WHEREAS, SPFI is willing to provide its professional services and its facilities as financial advisor in connection with all programs of financing as may be considered and authorized by the Issuer during the period in which this Agreement shall be effective.

NOW, THEREFORE, the Issuer and SPFI, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I

DESCRIPTION OF SERVICES

Upon the request of the Issuer, SPFI agrees to perform the financial advisory services stated in the following provisions of this Section I; and for having rendered such services, the Issuer agrees to pay to SPFI the compensation as provided in Section V hereof.

1. Financial Planning. Provide financial planning services related to Debt plans and programs.
2. Debt Elements. Provide recommendations regarding Debt under consideration, including such elements as timing, structure, security provisions, and such other provisions as may be appropriate.
3. Offering Documents. Participate in and direct, as appropriate, the preparation of the offering documents, Private Placement Memorandum, TWDB application, and/or assist bond counsel with same.
4. Auditors. Coordinate verification by an independent auditor of any calculations incident to the Debt, as required.
5. Printing. Coordinate all work incident to printing of the offering documents and other documents required by the Issuer.
6. Closing. Provide the Issuer a post sale/closing booklet or update for the Debt and other outstanding debt, as needed.



SECTION II

CONTINUING DISCLOSURE

It is understood and agreed that the Issuer, in connection with the sale and delivery of Debt, will be required to comply with certain continuing disclosure undertakings, including preparation and submission of annual reports (the "annual reports") and reporting of certain specified material events (the "material events") pursuant to written undertakings of the Issuer and in accordance with the provisions of Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule"). SPFI shall provide continuing disclosure services on the terms and conditions, for the time period and for the compensation set forth herein.

1. This Agreement shall apply to all Debt delivered subsequent to the effective date of the continuing disclosure undertakings of the Issuer and as specified in the Rule, to the extent that any particular issue of Debt does not qualify for exceptions to the continuing disclosure requirements of the Rule.
2. SPFI agrees to perform annual reporting and material event notification duties required by the undertakings of the Issuer and the Rule at a flat rate of \$350 per material event filing.
3. The fees of SPFI for providing the foregoing continuing disclosure services shall be negotiated annually (not to exceed \$1,500 per similarly-secured type of Debt). The fees of SPFI for providing material event notification services shall be negotiated separately at the time such notifications may be required.

SECTION III

TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the Issuer as set forth on the signature page hereof and, unless terminated by either party pursuant to Section IV of this Agreement, shall remain in effect thereafter for a period of five (5) years from such date. Unless SPFI or the Issuer shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will automatically renew on the fifth anniversary of the date hereof for an additional one (1) year period and thereafter will automatically renew on each anniversary date for successive one (1) year periods under the same terms as the initial 5-year period.

SECTION IV

TERMINATION

This Agreement may be terminated with or without cause by the Issuer or SPFI upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate. In the event of such termination, it is understood and agreed that only the amounts due SPFI for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

SECTION V

COMPENSATION AND EXPENSE REIMBURSEMENT

The fees due to SPFI for the services set forth and described in Section I of this Agreement with respect to each issuance of Debt during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto (Appendix A has been omitted from this copy per RFP instructions. It is available upon request.). Unless specifically provided otherwise on Appendix A or in a separate written agreement between the Issuer and SPFI, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which SPFI is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Debt to the purchaser.

SECTION VI

MISCELLANEOUS

1. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas. Proper venue for any legal action arising out of this Agreement shall be Lubbock County, Texas.
2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and SPFI, their respective heirs, executors, personal representatives, successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.



3. Anti-Boycott Verification. SPFI represents that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, neither SPFI, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the SPFI (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

4. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.

Specialized Public Finance Inc.

By: _____
Managing Director

Town of Ransom Canyon, Texas

By: _____

Title: _____

Date: _____

The Issuer acknowledges that the decision to engage SPFI was reached based solely upon the expertise of SPFI to perform the duties outlined in this Agreement. The Issuer further acknowledges that no non-public information was relied upon in the decision to engage SPFI.

CONCLUDING REMARKS

We believe we are uniquely qualified and well-positioned to serve the Town's needs and challenges as laid out in the proposal. Our advisors have a proven record of financial advocacy on behalf of governmental entities and have been conservative stewards of taxpayer funds. The experience of the personnel that will work for the Town cannot be matched by any other firms. Our team of dedicated financial advisors will utilize their extensive experience to ensure the Town receives the best, most professional representation possible. We respectfully request the opportunity to provide the Town of Ransom Canyon with Financial Advisory Services.



ACTION ITEM: #8
Bond Counsel RFP



Response to RFP

Statement of Qualifications for Bond Counsel Services to the Town of Ransom Canyon, Texas

600 Congress Ave.
Suite 1800
Austin, Texas 78701
T 512.478.3805
F 512.472.0871

717 North Harwood
Suite 900
Dallas, Texas 75201
T 214.754.9200
F 214.754.9250

Two Allen Center
1200 Smith Street, Suite 1550
Houston, Texas 77002
T 713.980.0500
F 713.980.0510

700 N. St. Mary's Street
Suite 1525
San Antonio, Texas 78205
T 210.225.2800
F 210.225.2984

COVER LETTER

December 6, 2019

Town of Ransom Canyon
Attn: Ms. Jana Trew, Mayor
24 Lee Kitchens Drive
Ransom Canyon, Texas 79366

Ms. Trew:

On behalf of McCall, Parkhurst & Horton L.L.P. ("McCall," the "firm," or "us"), I submit this statement of qualifications for bond counsel services to the Town of Ransom Canyon, Texas ("you" or the "Town").

McCall serves as bond counsel to more issuers of tax-exempt debt than any other law firm in the State of Texas or in the Southwestern United States. Accordingly, we serve as bond counsel to more Texas political subdivisions than any other lawyer or law firm. We are consistently ranked by Thompson Reuters among the top ten bond counsel firms in the United States, as well as the #1 bond counsel firm here in Texas. McCall frequently serves as bond counsel on more bond transactions than any other law firm in the country.

For 100 years, we have been committed to providing Texas political subdivisions with quality bond counsel services, and we hereby reaffirm our commitment to provide the Town with such services to the best of our collective abilities. Investment banks, local and state government agencies, financial advisors and other professionals rely on us daily to guide them through the most basic, and the most complicated, financings in the State of Texas and in the United States. We are confident that our level of service to you will be unmatched.

Very truly yours,

McCall, Parkhurst & Horton L.L.P.



By:

Rodolfo Segura Jr

Enclosures

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2. SCOPE; GENERAL INFORMATION ABOUT THE FIRM

NAME, ADDRESS, AND TELEPHONE NUMBER OF THE FIRM

McCall, Parkhurst & Horton L.L.P.
717 N. Harwood, Suite 900
Dallas, TX 75201
(214) 754-9268

HISTORY OF THE FIRM

McCall, Parkhurst & Horton L.L.P. ("McCall" or the "firm") is a law firm that practices exclusively in the area of public finance law. The law firm was founded in Dallas in 1919, and was the first law firm west of the Mississippi River to render a nationally-accepted bond counsel opinion. Our firm's founder, John D. McCall, pioneered some of the earliest water legislation and water financing systems in Texas, including serving as bond counsel to the first river authority (Brazos), created in 1929. Beginning in 1946, McCall worked with Gene Spence, Simon Freese, and J.B. Thomas to create the Colorado River Municipal Water District, and McCall served as bond counsel on the financings for O.H. Ivie, E.V. Spence, and J.B. Thomas reservoirs. In 1949, at the request of Governor Allan Shivers, John served as Secretary of the newly created Water Code Committee, which was organized to study the water laws of the state and propose new laws to address the state's growing water shortage. With John's guidance, the Legislature began to authorize the creation of dozens of regional water districts, including Eastland County Water Supply District, North Texas Municipal Water District, Northeast Texas Municipal Water District, Upper Leon River Municipal Water District, and many others. With McCall's assistance, the Texas Water Development Board was created by legislative act and constitutional amendment in 1957. McCall served as bond counsel on the first statewide bond election to authorize the issuance of \$200 million in State of Texas General Obligation Water Development Bonds, the proceeds of which would be used to make loans to political subdivisions throughout the state.

Today, McCall stands strong as one of the nation's leading public finance firms, representing thousands of clients around Texas, as well as in New Mexico and Oklahoma. The firm represents clients as diverse as the Cities of Austin, Dallas, Fort Worth and San Antonio, the Texas Water Development Board, Oklahoma Water Resources Board, The University of Texas System, Dallas Fort Worth International Airport, the Texas Department of Transportation and the Texas Higher Education Coordinating Board. McCall has served large utility clients, including the Texas Municipal Power Authority, the Lower Colorado River Authority, the Trinity River Authority, and the utility systems of Austin, Dallas, Fort Worth and Denton.

Since 2008, Thomson Reuters, the publisher of *The Bond Buyer*, has annually ranked McCall first in volume and in number of bond issues delivered in Texas by issuers of public securities, as well as in the top ten nationally. McCall dominates the Texas public finance market by a significant margin. The second-ranked bond counsel firms from 2008 to 2017 trailed McCall by a combined 1,178 bond issues and \$42.1 billion in principal amount.

Beginning in 2012, McCall was instrumental in the creation and implementation of the State Water Implementation Fund for Texas (SWIFT), which was approved by voters in a statewide election in 2013. In addition to representing the TWDB itself, our firm has represented many Texas cities, counties,

water districts, water supply corporations and other entities in issues sold to the Texas Water Development Board, totaling 307 issuances over the past five years having an aggregate par amount of \$898,633,125. McCall has garnered seven Southwest Region "Deal of the Year" awards since The Bond Buyer created the distinction in 2002; leading all of our competitors and outpacing the next closest firm by three.

The following table summarizes the number of transactions and dollar value of public finance issues for which McCall served as bond counsel from 2014 to 2018, as provided by Thomson Reuters:

2013-2017 McCall Bond Counsel Rankings						
Year	National Ranking			State Ranking		
	Rank	Amount	No. of Issues	Rank	Amount	No. of Issues
2018	5	\$10,368,800,000	251	1	\$10,271,500,000	243
2017	5	\$13,210,200,000	385	1	\$13,150,100,000	377
2016	5	\$15,364,200,000	485	1	\$15,212,700,000	470
2015	3	\$14,859,600,000	436	1	\$14,722,400,000	424
2014	3	\$13,135,500,000	359	1	\$13,022,000,000	347

All rankings are based on issues maturing in 13 months or more. Private placements and remarketings are excluded. Principal amounts allocated on a proportionate basis to co-bond counsel. The information shown is from published rankings from Thomson Reuters.

Texas Dominance

McCall's dominant presence in public finance is shown not only by its rankings as bond and disclosure counsel, but also by its participation in Texas bond transactions in general. From 2013 to 2017, McCall has served as bond counsel, underwriters' counsel, disclosure counsel or special tax counsel on over 47% of all bond transactions in Texas as set forth in the table below.

2013-2017 Governmental Issues – All Roles					
Total Principal Issued	McCall as Bond Counsel (or Co-BC)	McCall Market Share as BC (or Co-BC)	McCall as BC, UC, DC or SpTax	Market Share McCall as BC, UC, DC or SpTax	
2017	\$42,978,827,000	\$15,826,226,000	36.82%	\$19,863,827,000	46.22%
2016	52,648,523,000	16,781,161,000	31.87%	23,462,272,000	44.56%
2015	48,724,775,000	17,519,970,000	35.96%	24,923,522,000	51.15%
2014	41,027,391,000	14,992,594,000	36.54%	21,183,027,000	51.63%
2013	<u>40,611,955,000</u>	<u>12,356,838,000</u>	30.43%	<u>16,987,038,000</u>	41.83%
Total	\$225,991,471,000	\$77,476,789,000	34.28%	\$106,419,686,000	47.09%

The information shown is compiled from reports of Thomson Reuters.

SCOPE OF WORK

If engaged by the Town, we expect to perform the following duties as bond counsel with respect to the issuance of any debt obligations (Obligations) by the Town:

- (a) Prepare all resolutions, ordinances, orders and other instruments pursuant to which the Obligations will be authorized, issued, delivered and secured, in cooperation and upon consultation with the Town Council, its financial advisors and other consultants of the Town.

(b) Attend meetings of the Town Council with reference to the authorization and issuance of the Obligations to the extent required or requested.

(c) Cooperate with the Town Council and all other interested parties in the sale of the Obligations to the TWDB.

(d) Supervise the execution of the Obligations, their approval by the Attorney General of Texas and registration by the Comptroller of Public Accounts of Texas, and the delivery thereof to the purchaser, the TWDB.

(e) When so delivered, give our objective approving opinion (our "Legal Opinion") covering the validity of the Obligations and, if applicable, the exemption of interest thereon from federal income taxes, it being understood that the approving opinion will be fully acceptable nationally in regular commercial investment banking bond marketing channels.

Our Legal Opinion will be delivered by us on the date the Obligations are exchanged for their purchase price (the "Closing"). The Town will be entitled to rely on our Legal Opinion.

The Legal Opinion will be based on facts and law existing as of its date. In rendering our Legal Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Town with applicable laws relating to the Obligations. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Obligations and their security. We understand that you will direct members of your staff and other employees of the Town to cooperate with us in this regard.

In this engagement, if the project financing involves the receipt of Principal Forgiveness by the Town from the TWDB, we expect to perform the following duties:

(a) Prepare all resolutions, ordinances and other instruments pursuant to which Principal Forgiveness will be authorized, executed and delivered, in cooperation and upon consultation with the Town Council, its financial advisors and other consultants of the Town.

(b) Review the grant or Principal Forgiveness agreement and provide comments as necessary or appropriate.

(c) Prepare an escrow agreement and other documentation regarding the escrow of Principal Forgiveness funds and assist the Town in engaging a qualified escrow agent.

(d) Coordinate the execution and delivery of various Principal Forgiveness documents and the delivery thereof to the TWDB.

3. STAFF QUALIFICATIONS AND ORGANIZATION EXPERIENCE

The professional staff of McCall, Parkhurst & Horton L.L.P. is composed of 32 active attorneys. Each and every attorney practices exclusively in the area of public finance. The following table lists the name, position, location and years of experience as an attorney for each member of the professional staff:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Years Experience</u>
G. Charles Kodbish*	Partner	Dallas	45
Alan H. Raynor	Partner	Dallas	45
Jeffrey A. Leuschel	Partner	Dallas	39
L.E. (Ted) Brizzolara III	Partner	Dallas	38
Harold T. Flanagan	Of Counsel	Dallas	40
Thomas K. Spurgeon	Partner	San Antonio	37
Dan S. Culver	Partner	Dallas	33
Carol D. Polumbo*	Partner	Austin	33
Gregory B. Salinas	Partner	Austin	29
Mark A. Malveaux	Partner	Dallas	26
Leroy Grawunder, Jr.*	Of Counsel	Dallas	41
Gregory C. Schaecher	Partner	Dallas	23
Richard S. Donoghue, Jr.	Partner	Austin	19
Noel Valdez	Partner	San Antonio	18
J. Bart Fowler*	Partner	Austin	20
Stefano Taverna	Partner	Dallas	16
Jeff Gulbas	Partner	Dallas	12
Christopher A. Settle	Partner	Dallas	15
Rodolfo Segura Jr	Partner	Dallas	10
Sam M. Gill	Partner	Dallas	12
Glayton Chandler	Associate	Austin	10
Hasan Mack	Associate	Austin	8
Orlando Juarez, Jr.	Associate	San Antonio	8
Molly B. Garson	Associate	Dallas	9
Nicole Kintop Smith	Associate	Dallas	14
Abel Benavides	Associate	Dallas	4
M. Clark Kimball	Associate	Dallas	2
Jacqueline Hensley	Associate	Austin	1
Michael R. Harris	Of Counsel	Houston	22
Jana Cogburn	Of Counsel	Houston	40
Ronald J. Freeman	Of Counsel	Austin	47
Ruthy S. Cooper	Legal Asst.	San Antonio	N/A
Victoria D. DiMaria	Legal Asst.	Dallas	N/A

*Served as Assistant Attorney General of Texas in the Public Finance Division.

Although the entire firm and its facilities will be available to the Town, below are the names, titles, office locations and years of experience in the area of public finance for each of the persons to be primarily responsible for the Town's account, followed by brief résumés for each:

<u>Name</u>	<u>Title</u>	<u>Office Location</u>	<u>Experience</u>
Rodolfo Segura Jr	Partner	Dallas	10 years
Stefano J. Taverna	Partner	Dallas	16 Years

RODOLFO SEGURA JR

Rudy Segura, a partner in the firm's Dallas office, completed his undergraduate studies at the University of Chicago in 2003 and graduated with honors from the University of Texas School of Law in 2009. While in law school, Rudy served as a law clerk with the Public Finance Division of the Texas Attorney General's Office, and he joined McCall upon graduation.



Rudy has served as bond counsel and underwriter's/disclosure counsel for a variety of political subdivisions throughout the State of Texas. Rudy's representative clients include the Cities of Alba, Bowie, Cisco, Eastland, Edgewood, Quinlan, San Angelo, West Tawakoni, and Wills Point, El Paso County, Borden County, Hood County, Johnson County, and Palo Pinto County, the Angelina and Neches River Authority, Northeast Texas Municipal Water District, and Upper Leon River Municipal Water District. In the past ten years, Rudy has worked on over 400 borrowing transactions, totaling over \$7.7 billion dollars in principal amount, by issuers such as cities, counties, school districts, charter school and healthcare organizations, junior college districts, water districts, hospital districts, transportation authorities and state agencies. Rudy has also assisted on several large, complex public finance transactions for entities such as the City of Dallas and its Dallas Water Utilities, the Dallas/Fort Worth International Airport, the North Texas Tollway Authority, and the Texas Department of Transportation.

From 2009 to 2010, Rudy assisted on the issuance of \$310 million of special facility lease revenue bonds by the Love Field Airport Modernization Corporation to renovate Love Field airport, which was recognized by The Bond Buyer as the Southwest Region "Deal of the Year" in 2011. From 2010 through 2016, Rudy helped guide a bankrupt flood control district through a bondholder consent solicitation and, ultimately, a bond election to restructure its ballooning debt, which was recognized by The Bond Buyer as the Small Issuer Deal of the Year for 2016. Also in 2016, Rudy served as sole bond counsel to the City of Panhandle, Texas on the issuance of \$107 million in lease revenue bonds by the City's economic development corporation to finance the expansion of the only nuclear warhead manufacturing facility in North America, operated by the National Nuclear Security Administration, Department of Energy.

In particular, Rudy is sought after by issuers and engineers across the State of Texas for his guidance in working with the Texas Water Development Board and its various loan programs. In the past 10 years, Rudy has served as bond counsel on over 90 loan and grant transactions with the Texas Water Development Board via the State Revolving Fund programs, SWIFT Program, and Development Fund programs, including loans that involved Disadvantaged funding, Urgent Need funding, Very Small Systems funding, Green funding, and other forms of federal grant funding for water, sewer and storm water projects.

STEFANO J. TAVERNA



Stefano Taverna, a partner of the firm, practices exclusively in the area of federal income taxation of tax-exempt and tax-credit bonds. Stefano provides tax advice to issuers and underwriters regarding tax-exempt bond financings involving new money projects, current and advance refundings, capital and working capital financings, commercial paper issues, and pooled bonds. He guides clients with respect to the structuring of tax-exempt bonds, private activity bonds, qualified school construction bonds, recovery zone bonds, qualified zone academy bonds, and other types of tax-credit bonds. Stefano also represents numerous clients before the IRS in connection with audits of tax-exempt and tax-credit bonds, Voluntary Compliance Agreements, and other administrative proceedings.

Prior to joining the firm, Stefano was a tax attorney at two law firms with an established Wall Street presence. Stefano has served as bond counsel, underwriters' counsel and special tax counsel for numerous financing transactions throughout the country. Additionally, Stefano has advised clients on the federal and state tax aspects of domestic and international hedge fund formations and operations, mergers, acquisitions and reorganizations, public and private debt and equity offerings, and general corporate, partnership and investment issues. Stefano has represented numerous clients on swap transactions and has advised tax-exempt entities with regard to the federal and state tax implications related to their formation and operations. Prior to joining private practice, Stefano clerked for the Honorable O'C. Wefing, Appellate Division, Superior Court of the State of New Jersey.

Stefano is a graduate of Rutgers, the State University of New Jersey (B.A., summa cum laude), Brooklyn Law School (J.D.) and New York University School of Law (LL.M.). He is admitted in New York and New Jersey and is a member of the American Bar Association, the New York State Bar Association, and the National Association of Bond Lawyers. Stefano has been a speaker and panelist at various events, including panels on public finance and federal tax matters. In addition, Stefano is a past Editor-in-Chief of the National Association of Bond Lawyers treatise "*Federal Taxation of Municipal Bonds*", and is the Vice Chair of the Tax-Exempt Finance Committee of the American Bar Association.

TEXAS WATER DEVELOPMENT BOARD EXPERIENCE

McCall has served as bond counsel on a large number of transactions involving the Texas Water Development Board ("TWDB"), totaling 307 issuances over the past five years having an aggregate par amount of \$898,633,125. The following table is a list of certain transactions with the TWDB during the last 6 years that were handled personally by Mr. Rudy Segura:

Issuer	Issue Name	Amount
2019		
Ham, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019A (CWSRF)	\$4,810,000
Ham, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019B (DWSRF)	\$9,830,000

Issuer	Issue Name	Amount
Borden County, Texas	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019 (DWSRF)	\$1,285,000
Borden County, Texas	Principal Forgiveness Agreement (DWSRF)	\$700,000
Eastland County Water Supply District	Water Supply Revenue Bonds, Series 2019 (DWSRF)	\$805,000
Eastland County Water Supply District	Principal Forgiveness Agreement (DWSRF)	\$2,114,485
Palo Pinto Water Supply Corporation	Loan Agreement (DWSRF Urgent Need)	\$615,000
Palo Pinto Water Supply Corporation	Principal Forgiveness Agreement (DWSRF)	\$1,015,593
Parker County Special Utility District	Utility System Revenue Bonds, Series 2019 (DWSRF)	\$15,080,000
Ropesville, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019 (DWSRF)	\$500,000
Ropesville, Texas (City of)	Principal Forgiveness Agreement (DWSRF)	\$768,750
Roscoe, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019 (DWSRF)	\$1,965,000
San Angelo, Texas	Waterworks and Sewer System Improvement Revenue Bonds, Series 2019 (DWSRF)	\$65,000,000
Wills Point, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019 (CWSRF)	\$4,500,000
Wolfe City, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019A (CWSRF)	\$2,325,000
Wolfe City, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019B (CWSRF Urgent Need)	\$2,035,000
Wolfe City, Texas (City of)	Principal Forgiveness Agreement (CWSRF)	\$400,000
Wolfe City, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019C (DWSRF)	\$870,000
Wolfe City, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019D (DWSRF Urgent Need)	\$3,065,000
Wolfe City, Texas (City of)	Principal Forgiveness Agreement (DWSRF)	\$988,103
Wolfforth, Texas (City of)	Principal Forgiveness Agreement (DWSRF)	\$300,000
2018		
Alba, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018 (CWSRF)	\$990,000
Cisco, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018A (DWSRF)	\$4,565,000
Cisco, Texas (City of)	Principal Forgiveness Agreement (DWSRF)	\$6,464,900
Cisco, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018B (CWSRF)	\$1,550,000
Cisco, Texas (City of)	Principal Forgiveness Agreement (CWSRF)	\$4,322,700
Graft-Turney Water Supply Corporation	Loan Agreement (DWSRF)	\$1,625,000
D & M Water Supply Corporation	Loan Agreement (DWSRF)	\$1,900,000

Issuer	Issue Name	Amount
Dickens, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018B (DWSRF)	\$460,000
Dickens, Texas (City of)	Principal Forgiveness Agreement (DWSRF)	\$300,000
Eastland, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018 (DWSRF)	\$695,000
Eastland, Texas (City of)	Principal Forgiveness Agreement (DWSRF)	\$532,000
Kellyville-Berea Water Supply Corporation	Loan Agreement	\$635,000
Mason, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018 (DWSRF)	\$990,000
Mason, Texas (City of)	Principal Forgiveness Agreement (DWSRF)	\$1,669,200
Westlake, Texas (Town of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018 (SWIFT)	\$2,100,000
2017		
Angelina Neches River Authority	Contract Revenue Bonds (Angelina County Fresh Water Supply District No. 1 Wastewater Project), Series 2017	\$1,300,000
Anthony, Texas (Town of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2016 (DWSRF)	\$980,000
Barton Water Supply Corporation.	Principal Forgiveness Agreement (DWSRF)	\$200,000
Booker, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2017	\$455,000
Cisoo, Texas (City of)	Principal Forgiveness Agreement (DWSRF Urgent Need)	\$500,000
Eastland, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2017 (CWSRF)	\$6,765,000
Gladewater, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2017A	\$1,600,000
Gladewater, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2017B	\$3,900,000
Gordon, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2017	\$460,000
New Deal, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2017	\$935,000
Quinlan, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2017	\$1,675,000
Rolling Hills Water Service, Inc.	Principal Forgiveness Agreement	\$2,333,300
West Tawakoni, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2017	\$1,125,000
2016		
Angelina Neches River Authority	Contract Revenue Bonds (Angelina County Fresh Water Supply District No. 1 Wastewater Project), Series 2016	\$1,820,000
Bonham, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2016	\$3,800,000
Marson, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2016-A	\$2,600,000

Issuer	Issue Name	Amount
Jefferson, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2016-B	\$1,630,000
Jefferson, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2016-C	\$1,030,000
Sweetwater, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2016	\$5,000,000
Toga, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series 2016	\$1,050,000
2015		
Alba, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2015	\$840,000
Anton, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2015	\$3,000,000
Early, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2015	\$8,365,000
Lake Palo Pinto Area Water Supply Corporation	Loan Agreement	\$1,480,000
Seagraves, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2015	\$3,375,000
Upper Leon River Municipal Water District	Tax-Exempt Water System Revenue Bonds, Series 2015A	\$7,452,000
Upper Leon River Municipal Water District	Taxable Water System Revenue Bonds, Series 2015B	\$1,863,000
2014		
Angelina Neches River Authority	Contract Revenue Bonds (Angelina County Fresh Water Supply District No. 1 Wastewater Project), Series 2014	\$205,000
Anthony, Texas (Town of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2014	\$735,000
Breckenridge, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2014	\$2,380,000
Carbon, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2014 (Taxable)	\$95,000
Cisco, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2014	\$475,000
Deil City, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation	\$75,000
Lake Palo Pinto Area Water Supply Corporation	Loan Agreement	\$130,000
Sweetwater, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation	\$1,935,000
Valley Water Supply Corporation (Spur, TX)	Loan Forgiveness Agreement	\$981,000

4. FINANCIAL CONDITION AND PROFESSIONAL LIABILITY INSURANCE

During each of last three calendar years, McCall has generated gross revenues of over \$22,500,000 per year, and the firm has no debt outstanding.

Our firm maintains legal professional liability insurance with coverage of \$5,000,000. We have never filed a claim on our professional liability insurance.

5. REFERENCES

Below is contact information for clients with borrowing needs that are similar to those of the Town who can speak to the firm's abilities and to the qualifications and experience of the members of the proposed project team.

	<u>Name, Address, Contact, Title, Phone Number</u>
1.	City of Alba, Texas Lindy McCarty, City Secretary 145 S Broadway Street Alba, Texas 75410 (903) 765-2396
2.	Angelina and Neches River Authority Mr. Kelley Holcomb, General Manager 2901 North John Redditt Drive Lufkin Texas, 75904 (936) 635-0413
3.	Town of Anthony, Texas Cindy Ramirez, Finance Director 401 Wildcat Drive Anthony, Texas. 79821 (915) 886-3944
4.	City of Bonham, Texas Sean Pate, City Manager 514 Chestnut Street Bonham, Texas 75418 903-583-7555
5.	City of Breckenridge, Texas Andy McCuiston, City Manager 105 North Rose Ave. Breckenridge, TX 76424 (254) 559-8287
6.	City of Carbon, Texas Sylvia Gosnell, City Secretary 302 S Main Street Carbon, Texas 76435 (254) 639-2002
7.	City of Cisco, Texas Darwin Archer, City Manager 500 Conrad Hilton Cisco, Texas 76437 (254) 442-2111
8.	City of Dell City, Texas Eddie Chacon, Mayor Pro-Tem 102 South Dodson Dell City, Texas 79837 (915) 964-2344

9. City of Early, Texas
Tony Aaron, City Administrator
960 Early Boulevard
Early, Texas 76802
(325) 643-5451
10. City of Eastland, Texas
Ron Duncan, City Manager
113 E. Commerce St
Eastland, Texas 76448
(254) 629-8321
11. City of Gladewater, Texas
Melba Haralson, Former City Secretary
906 S. White Oak Rd.
White Oak, Texas 75693
(903) 759.3936 x7024
12. City of Gordon, Texas
Teresa Johnson, City Secretary
105 South Main Street
Gordon, Texas 76453
(254) 693-5676
13. City of Jefferson, Texas
Doris Hines, City Secretary
102 N. Polk Street
Jefferson, Texas 75657
(903) 665-3922
14. City of Mason, Texas
Brent Hinckley, Mayor
124 Moody Street
Mason, Texas 76856
(325) 347-6449
15. City of New Deal, Texas
Sharon Trumble, City Secretary
404 S. Monroe
New Deal, Texas 79350
(806) 746-6399
16. City of Quinlan, Texas
John Adel, City Administrator
105 W, Main Street
Quinlan, Texas 75474
(903) 356-3306
17. City of Seagraves, Texas
Renee Goodger, Public Works Director
309 Hill Street
Seagraves, Texas 79359
(806) 387-2013

- 18. City of Sweetwater, Texas
Patty Torres, City Secretary/Comptroller
200 E. 4th Street
Sweetwater, Texas 79556
(325) 236-6313
- 19. Upper Leon River Municipal Water District
Gary Lacy, General Manager
2250 Hwy. 2861
Comanche, Texas 76442
(254) 879-2258
- 20. City of West Tawakoni, Texas
Susan Roberts, City Manager
1533 E State Hwy. 276
West Tawakoni, Texas 75474
(903) 447-2285
- 21. Town of Westlake, Texas
Tom Brymer, Town Manager
1500 Solana Boulevard
Building 7, Suite 7200
Westlake, Texas 76262
(817) 430-0941
- 22. City of Wills Point, Texas
Pam Pearson, City Administrator
120 N. 5th Street
Wills Point, Texas 75169
(903) 873-2578

6. PROPOSED CONTRACT TERMS

Below are our typical contract terms for debt obligations to be sold to (and grant funding to be received from) the Texas Water Development Board:

*Mayor and Members of the City Council
Town of Ransom Canyon
24 Lee Kitchens Drive
Ransom Canyon, TX 79366*

Re: Request for Financial Assistance from the Texas Water Development Board for the purpose of financing utility system improvements

Ladies and Gentlemen:

This letter is submitted to state our fees and describe the legal services of the undersigned law firm to be performed for the Town of Ransom Canyon, Texas (the "Town") with reference to the Town's request for financial assistance from the Texas Water Development Board ("TWDB"), which financial assistance may include the sale of debt obligations (the "Obligations") to the TWDB and/or the receipt of grant or principal forgiveness funding ("Principal Forgiveness") by the Town from the TWDB. We understand that the Town is requesting such financial assistance from the TWDB for the purpose of planning, acquiring, designing and constructing improvements to the Town's waterworks and sewer system (the "Project").

SCOPE OF ENGAGEMENT

(1) In this engagement, if the Project financing involves the issuance of Obligations, we expect to perform the following duties as bond counsel with respect to the Obligations:

(a) Prepare all resolutions, ordinances, orders and other instruments pursuant to which the Obligations will be authorized, issued, delivered and secured, in cooperation and upon consultation with the Town Council, its financial advisors and other consultants of the Town.

(b) Attend meetings of the Town Council with reference to the authorization and issuance of the Obligations to the extent required or requested.

(c) Cooperate with the Town Council and all other interested parties in the sale of the Obligations to the TWDB.

(d) Supervise the execution of the Obligations, their approval by the Attorney General of Texas and registration by the Comptroller of Public Accounts of Texas, and the delivery thereof to the purchaser, the TWDB.

(e) When so delivered, give our objective approving opinion (our "Legal Opinion") covering the validity of the Obligations and, if applicable, the exemption of interest thereon from federal income taxes, it being understood that the approving opinion will be fully acceptable nationally in regular commercial investment banking bond marketing channels.

Our Legal Opinion will be delivered by us on the date the Obligations are exchanged for their purchase price (the "Closing"). The Town will be entitled to rely on our Legal Opinion.

The Legal Opinion will be based on facts and law existing as of its date. In rendering our Legal Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Town with applicable laws relating to the Obligations. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Obligations and their security. We understand that you will direct members of your staff and other employees of the Town to cooperate with us in this regard.

(2) In this engagement, if the Project financing involves the receipt of Principal Forgiveness by the Town from the TWDB, we expect to perform the following duties:

(a) Prepare all resolutions, ordinances and other instruments pursuant to which Principal Forgiveness will be authorized, executed and delivered, in cooperation and upon consultation with the Town Council, its financial advisors and other consultants of the Town.

(b) Review the grant or Principal Forgiveness agreement and provide comments as necessary or appropriate.

(c) Prepare an escrow agreement and other documentation regarding the escrow of Principal Forgiveness funds and assist the Town in engaging a qualified escrow agent.

(d) Coordinate the execution and delivery of various Principal Forgiveness documents and the delivery thereof to the TWDB.

(3) Our duties in this engagement are limited to those expressly set forth above. Unless we are separately engaged in writing to perform other services, our duties do not include any other services, including the following:

(a) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.

- (b) Drafting state constitutional or legislative amendments.*
- (c) Pursuing test cases or other litigation.*
- (d) Making an investigation or expressing any view as to the creditworthiness of the Town or the Obligations.*
- (e) Representing the Town in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.*
- (f) Except as described in subsection (1)(a) above, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Obligations or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.*
- (g) After Closing, monitoring the Town's compliance with federal tax requirements to assure that interest paid on the Obligations will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Obligations).*
- (h) Addressing any other matter not specifically set forth above that is not required to render our Legal Opinion.*
- (i) Issuing any legal opinion or assurance letter with respect to Principal Forgiveness funding.*

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Town will be our client and an attorney-client relationship will exist between us. We further assume that all other parties in this transaction understand that we represent only the Town in this transaction, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Town's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Town will not affect, however, our responsibility to render an objective Legal Opinion.

Our representation of the Town and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Obligations. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038, prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Obligations.

NO BOYCOTT OF ISRAEL

The firm hereby represents that during the term of this agreement we do not, nor will we, boycott Israel, in compliance with and within the meaning of 50 U.S.C. Section 4607 and Section 2270.002, of the Texas Government Code.

CONFLICTS

As you are aware, our firm represents many political subdivisions and investment banking firms, among others, who do business with political subdivisions. Our firm also represents the TWDB in the capacity as bond counsel. It is possible that during the time that we are representing the Town, one or more of our present or future clients will have transactions with the Town. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Obligations. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Obligations and/or Principal Forgiveness so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Obligations and/or Principal Forgiveness. Execution of this letter will signify the Town's consent to our representation of others consistent with the circumstances described in this paragraph.

FIRM NOT A MUNICIPAL ADVISOR

As a consequence of the adoption of Rule 15Ba1-1 pursuant to the Securities Exchange Act of 1934 (the "Municipal Advisor Rule"), which has been promulgated by the Securities and Exchange Commission as a result of the enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"), we hereby inform the Town that we are not a "Municipal Advisor" within the meaning of the Municipal Advisor Rule or the Dodd-Frank Act (collectively, the "MA Rule"). In the course of performing our services as Bond Counsel in this transaction, we may engage in analysis, discussion, negotiation, and advice to the Town regarding the legal ramifications of the structure, timing, terms, and other provisions of the financial transaction that culminates with the planned issuance of the Obligations, and such services and advice may be essential to the development of the plan of finance for the issuance of the Obligations. In turn, these services become, among other things, the basis for the transaction's basic legal documents, the preparation and delivery of the official statement or any other disclosure document that describes the material terms and provisions of the transaction, if an offering document is used in the offering of the Obligations, the preparation of the

various closing certificates that embody the terms and provisions of this transaction and the preparation and delivery of our Legal Opinion. Moreover, legal advice and services of a traditional legal nature in the area of municipal finance inherently involve a financial advice component; but we hereby advise the Town that while we have expertise with respect to the legal aspects relating to the issuance of municipal securities, we are not "financial advisors" or "financial experts" in a manner that would subject us to the provisions of the MA Rule. As Bond Counsel, we provide only legal advice, not purely financial advice that is not inherent in our legal advice to the Town. The Town should seek the advice of its financial advisor with respect to the financial aspects of the issuance of the Obligations. By signing this engagement letter, the Town acknowledges receipt of this information, and evidences its understanding of the limitations of our role to the Town as Bond Counsel with respect to the MA Rule, as discussed in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Obligations; (ii) the duties we will undertake pursuant to this engagement letter with respect to the Obligations; (iii) the time we anticipate devoting to the financing represented by the Obligations; and (iv) the responsibilities we will assume in connection therewith, our fee for serving in the capacity of bond counsel with respect to each series of Obligations sold to the TWDB will be \$XXXXX for the first \$1,000,000 in principal amount of Obligations issued, plus \$X per \$1,000 for the next \$XXXXX in principal amount of obligations issued, plus \$X per \$1,000 for principal amounts of Obligations issued in excess of \$5,000,000; provided that there shall be a minimum fee of \$XXXXX for each series of Obligations issued.

In addition to the foregoing, we will be reimbursed for our out-of-pocket expenses reasonably and necessarily incurred in connection with the issuance of Obligations (e.g., electronic research, photocopying, shipping, telecommunication, travel, and other similar expenses), and said fee and expenses will be payable at the time of the delivery of and payment for the Obligations. Fees for litigation and any other special services not normally included in the legal services performed by bond counsel will be negotiated between the Town and the undersigned. Our fee will be billed after the Closing.

In the event that the resolution of the TWDB granting the Town's request for financial assistance provides for 100% Principal Forgiveness funding for the Project, we will charge a separate, hourly fee (calculated in ¼-hour increments) for any legal work done in connection with any Principal Forgiveness received by the Town from the TWDB. The Town shall pay our firm for each hour of work performed with respect to Principal Forgiveness according to the following schedule:

Partners: \$XXX per hour

Associates: \$XXX per hour

In addition to such hourly fees, we will be reimbursed for our out-of-pocket expenses reasonably and necessarily incurred in connection with any Principal Forgiveness (e.g., electronic research, photocopying, shipping, telecommunication, travel, and other similar expenses), and said fees and expenses will be payable at the time of the initial delivery of such Principal Forgiveness funds to the Town; provided, however, that so long as Obligations are actually delivered and our fees and expenses with respect to our services performed as bond counsel are paid, we will not invoice the Town for our fees or expenses incurred in connection with Principal Forgiveness funding.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you. With best wishes, I am

Very truly yours,

McCall, Parkhurst & Horton L.L.P.

7. ADDITIONAL DATA OR SERVICES OFFERINGS

NO LITIGATION

There are no litigation proceedings against our firm, whether pending, final or of record, nor has our firm been involved in any such proceedings in the previous five years.

INFORMATION PERTAINING TO THE FIRM'S COMPLIANCE WITH LICENSING AND OTHER REQUIREMENTS

There are no legal or administrative proceedings in which our firm, or any of its attorneys, have been involved as defendants relative to investigations into or violations of any regulatory agency rules including, but not limited to, the Securities and Exchange Commission, the New York Stock Exchange, the Financial Industry Regulatory Authority (formerly the National Association of Security Dealers), the Municipal Securities Regulatory Board, and the Texas Bond Review Board.

Neither the firm nor any individuals assigned to the Town's account are suspended, or otherwise prohibited from professional practice by any federal, state, or local agency. All attorneys in the firm are members of the State Bar of Texas and are fully licensed to practice law in Texas. Some attorneys are licensed to practice law in other jurisdictions as well. The firm maintains a strong commitment to the continuing education of its attorneys and other professional staff in order to provide the highest level of service to our clients, and to ensure compliance with all licensing requirements imposed on our attorneys.

ACTION ITEM: #9
2018-2019 Budget Line
Item Amendment

Line Item Adjustments

2018-2019

DEPARTMENT	LINE ITEM	2018-2019 BUDGET	EXPENDITURES	OVER BUDGET
COURT	Judge Contract	\$2,600.00	\$3,250.00	\$ 650.00
(105%)	Court Operating	\$ 500.00	\$1,212.37	\$ 712.37
Total				\$ 1,362.37
ADMINISTRATION	Audit	\$10,500.00	\$11,250.00	\$ 750.00
(100%)	Computer	\$15,000.00	\$17,352.94	\$2,352.94
	Xerox	\$5,700.00	\$ 5,771.41	\$ 71.41
	Legal	\$16,000.00	\$17,790.76	\$1,790.76
	Legal Ordinance Codification	\$1,000.00	\$ 1,181.25	\$ 181.25
	TML Conference City Council	\$5,000.00	\$7,767.21	\$2,767.21
	Office Telephone Expense	\$8,000.00	\$10,085.76	\$2,085.76
	Credit Card Fee Expense	\$3,700.00	\$ 5,045.72	\$1,345.72
Total				\$11,345.05
OPERATIONS	Dues and Fees	\$1,400.00	\$1,418.00	\$ 18.00
(89%)	Building Repair	\$9,000.00	\$9,161.94	\$ 161.94
	Mosquito Spray Ground	\$7,000.00	\$12,459.10	\$ 5,459.10
Total				\$5,639.04
FIRE	Lubbock County Grant	\$ 10,300.00	\$ 11,300.00	\$ 1,000.00
(114%)	Med Equipment Expense	\$ 3,000.00	\$ 3,426.00	\$ 426.00
	Building Utilities Expense	\$ 4,000.00	\$ 6,321.08	\$ 2,321.08
	Fire Station Building Repair	\$ 3,000.00	\$ 4,327.01	\$ 1,327.01
	Vehicle Repair	\$13,000.00	\$18,664.52	\$5,664.52
Total				\$10,738.61

DEPARTMENT	LINE ITEM	2018-2019 BUDGET	EXPENDITURES	OVER BUDGET
POLICE	Amno	\$3,000.00	\$3,125.64	\$ 125.64
(98%)	Gas-Oil	\$8,500.00	\$9,604.44	\$1,104.44
	Vehicle Repair Expense	\$5,000.00	\$6,196.85	\$1,196.85
	Lake Repair	\$ 500.00	\$ 634.52	\$ 134.52
	Community Events	\$2,500.00	\$2,562.07	\$ 62.07
Total				\$2,623.52
LIBRARY	Utilities	\$ 1,900.00	\$ 2,363.65	\$ 463.65
(98%)				
Total				\$ 463.65
SEWER	Chemical	\$ 4,000.00	\$ 4,752.32	\$ 752.32
(95%)	Permit Inspection	\$1,500.00	\$ 2,125.75	\$ 625.75
	Utility Expense	\$35,000.00	\$35,491.89	\$ 491.89
	Sewer Sludge Hauling	1,500.00	\$ 1,849.79	\$ 349.79
Total				\$2,219.75
ROADS	Park Expenses	\$10,000.00	\$11,946.07	\$ 1,946.07
(93%)				
Total				\$1,946.07
WATER	Lab Expense	\$ 1,500.00	\$1,628.02	\$ 128.02
(95%)				
Total				\$ 128.02
BONDS	Bonds Servicing Fee	\$ 0.00	\$ 806.25	\$ 806.25
(100%)				
Total				\$806.25

ACTION ITEM: #10

**Animal Control
Ordinance**

ORDINANCE NO. 111219
ANIMAL CONTROL ORDINANCE

AN ORDINANCE OF THE TOWN OF RANSOM CANYON, TEXAS, AMENDING THE CODE OF ORDINANCES BY REPEALING CHAPTER 2 "ANIMAL CONTROL"; ADOPTING AND APPROVING A NEW ANIMAL CONTROL ORDINANCE PROVIDING FOR THE REGULATION OF ANIMALS WITHIN THE CITY LIMITS OF RANSOM CANYON, TEXAS; PROVIDING FOR THE POSSESSION, OWNERSHIP, AND MAINTENANCE OF DOMESTIC ANIMALS; PROVIDING FOR THE REGULATION OF DANGEROUS DOGS; PROVIDING FOR THE REGULATION OF AT LARGE AND ABANDONED ANIMALS; PROVIDING FOR THE REGULATION OF ANIMAL NUISANCES; PROVIDING FOR PENALTIES FOR VIOLATION THEREOF; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Ransom Canyon, Texas is a Type A General Law Municipality organized under the laws of the State of Texas; and

WHEREAS, the City Council of the Town of Ransom Canyon, Texas has the authority and power to adopt and amend ordinances that regulate animals within the City's incorporated limits; and

WHEREAS, improper maintenance and possession of animals are hazardous to the health and safety of residents of the Town of Ransom Canyon, Texas; and

WHEREAS, the City Council of the Town of Ransom Canyon, Texas has determined it is beneficial and in the best interest of the public health, safety, and welfare to repeal the existing Animal Control Ordinance and adopt the Animal Control regulations set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF RANSOM CANYON, TEXAS THAT:

SECTION 1. Purpose and Scope. This Ordinance shall be known as the Animal Control Ordinance. The purpose of this Ordinance is to promote the public health, safety, and general welfare of the citizens of Ransom Canyon, Texas and to ensure the humane treatment of animals by regulating the care and control of animals within the City.

ARTICLE 2.01 GENERAL PROVISIONS

Sec. 2.01.001 Definitions.

The following words, terms, and phrases shall have the meanings ascribed to them in this section, except where the context indicates a different meaning:

Abandon means to leave unattended for more than seventy-two (72) hours without making reasonable arrangements for assumption of custody by another person.

Animal means any living nonhuman creature, vertebrate or invertebrate, domestic or wild.

Animal control officer means an employee or agent of the City designated by the City to investigate, administer, and enforce the City Code of Ordinances and laws of the state pertaining to the care and control of animals within the City.

At large means not under the control of the owner either by leash, chain, cord, or other suitable material attached to a collar or harness on the dog; not restrained securely within an enclosure or fenced premises.

Cat means *Felis catus*.

City means Town of Ransom Canyon.

Collar means a band, chain, harness or other suitable device worn around the neck of an animal to which a current rabies vaccination tag can be affixed.

Dangerous wild animal means an animal of a species defined as a "dangerous wild animal" in Section 822.101 of the Texas Health and Safety Code (Dangerous Wild Animals) as amended; or an animal of any other species of wild or feral mammal or reptile that by its nature or breeding is capable of inflicting serious bodily injury to a human.

Dangerous dog means any dog that, because of its aggressive nature, training, or characteristic behavior, has demonstrated that it presents a risk of serious physical harm or death to human beings, or would constitute a danger to human life, physical well-being, or property if not kept under the direct control of the owner. This definition shall not apply to dogs utilized by law enforcement officers in the performance of their duties. The term "dangerous dog" includes any dog that according to records of the City or any law enforcement agency:

- (1) Makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or
- (2) Commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person; and
- (3) Meets the definition under state law, Texas Health and Safety Code chapter 822, Regulation of Animals.

Dog means a domesticated member of the canine family, *Canis familiaris*, but does not include a wolf, jackal, coyote, fox, or other wild animal of this family.

Exotic animal means any animal not commonly domesticated. This does not include small caged animals that are typically sold through pet stores, including rabbits, commercially bred ferrets, indoor caged birds, nonpoisonous reptiles, amphibians and small mammals (hamsters, guinea pigs, rats, mice, and gerbils), and fish kept in an aquarium or ornamental pond.

Fenced yard means an area that is completely surrounded by a substantial fence of sufficient strength, height, construction, materials, and design as to prevent any harbored

animal from escaping from the area and any part of the head of a harbored animal from extending over or above the fence line.

Fowl means domestic birds to include chickens, hens, roosters, ducks, geese, and pigeons.

Harboring means the act of keeping and caring for an animal or providing premises to which the animal returns for food, shelter, or care for a period of seventy-two (72) hours or longer.

Humane officer means any person designated by the state, a municipal government, or a humane society as a law enforcement officer who is qualified to perform such duties under the laws of this state.

Impound means to seize and hold in the custody of the animal control authority or another authority such as a veterinarian or animal shelter.

Livestock means animals that are routinely raised on a farm and/or are generally found in agricultural habitats to include horses, cows, sheep, goats, swine, burros, donkeys, and mules.

Owner means an owner, custodian, caretaker, or person who feeds or harbors the subject animal for seventy-two (72) hours or longer. Persons caring for an animal at the specific request of an owner are not included in the definition of owner; however, they are required to keep the animal in compliance with this Ordinance.

Pet means any animal kept for pleasure rather than utility.

Prohibited animal means an animal other than a common domestic or livestock animal, regardless of state or duration of captivity, that poses a potential physical or disease threat to the public or that is protected by international, federal, or state regulations, including but not limited to:

- (1) Class Reptilia: Family Helodermatidea (venomous lizards); Family Viperidae (rattlesnakes, copperheads, cottonmouths, other pit vipers and true vipers); Family Elapidae (coral snakes, cobras, elapids); the following listed species of Family Colubridae: Dispholidus typus (boomslang), Hydronastes gigal (water cobra, boiga (mangrove snake, and Thelotornis (African twig snake); Order Ophidia, Family Boidae (racers, boas, water snakes, and pythons); and Order Crocodilia (crocodiles, alligators, caimans, and gavials);
- (2) Class Aves: Order Falconiformes (such as hawks, eagles, and vultures); Subdivision Ratitae (such as ostriches, rheas, cassowaries, and emus); Order Strigiformes (such as owls);
- (3) Class Mammalia: Order Carnivora, Family Felidae (such as lions, ocelots, margays, tigers, jaguars, leopards, and cougars), except commonly accepted domesticated cats; Family Canidae (such as wolves, wolf-dog hybrids, dingoes, coyotes, and jackals), except domesticated dogs; Family Mustelidae (such as weasels, skunks, wild ferrets, martins, mink, and badgers); Family Procyonidae (raccoon); Family Ursidae (such as bears); Order Marsupialia (such as kangaroos and common opossums); Order Edentata (such as sloths, anteaters, and armadillos); Order Primata (such as monkeys, chimpanzees, and gorillas); Order Rodentia (such as porcupines); and Order Ungulata (such as antelope, deer, and bison); Order Chiroptera (such as bats);

- (4) Animals not listed: The City Council or the animal control officer may declare any species of animal not listed in this subsection as “prohibited” if the confinement of the animal within the City can be shown to constitute a threat to public health and safety.

Quarantine means strict confinement under restraint by closed cage or paddock or in any other manner approved in this Ordinance or state law.

Secure enclosure means a fenced area that is:

- (1) Locked and in conformance with the requirements for enclosures established by the City and state law.
- (2) capable of preventing the entry of the general public, including children;
- (3) capable of preventing the escape or release of a dog; and
- (4) if applicable, clearly marked as containing a dangerous dog.

Stray animal means any animal for which there is no identifiable owner or harborer.

Unprovoked means, with respect to an attack or attempt to attack by a dog, that the dog was not hit, kicked, or struck by a person with any object or part of the attacked person's body nor was any part of the dog's body pulled, pinched, or squeezed or in any other manner provoked by the person attacked.

Vaccination means inoculation of an animal with a vaccine that is licensed by the United States Department of Agriculture, and which is administered by a veterinarian for the purpose of immunizing the animal against rabies and which is administered in compliance with the requirements of this Ordinance and by state law.

Vicious animal means any animal that constitutes a physical threat to human beings or other animals.

Sec. 2.01.002 Designation of Animal Control Officer.

The Chief of Police or an individual appointed by the City Council.

Sec. 2.01.003 Animal Nuisance.

The following shall be considered a public nuisance and shall be unlawful:

- (1) The keeping of an animal which causes frequent or long continued noise, barking, howling, meowing, or whining in such a manner, with such intensity, or with such continued duration, so as to annoy, distress, or disturb the quiet comfort or repose of persons of ordinary sensibilities within the vicinity of hearing thereof;
- (2) The keeping of more than three (3) dogs and three (3) cats above the age of four (4) months within the City limits;
- (3) The keeping of livestock, fowl (with the exception of six (6) chickens per residence); swine; wild animals; bees; and other prohibited animals defined above;
- (4) The keeping of any animal as to endanger the public health or as to annoy neighbors or other nearby persons of ordinary sensibilities by the accumulation of feces and putrid

materials which cause foul and offensive odors or the creation of a condition that is a breeding place for fleas or other vector;

- (5) The keeping of any animal which habitually deposits body wastes upon or destroys by chewing, scratching, digging or otherwise, property other than that of the owner of such animal;
- (6) The keeping of animals for which rabies vaccine is available and which remains unvaccinated against rabies; and
- (7) The failure to restrain and allow a dog to run at large.

Sec. 2.01.004 Vaccination Requirements.

Every owner of a dog or cat over four (4) months of age shall have the animal vaccinated against rabies. Thereafter all dogs and cats shall be immunized annually against rabies by means of an anti-rabies vaccine administered by a duly licensed veterinarian in accordance with the Texas Administrative Code, Section 169.29 and pursuant to the Texas Health and Safety Code, Sections 826.014 and 826.017, as amended.

Upon vaccination of an animal, the owner shall procure from the veterinarian a durable tag which is stamped with the tag number and year administered and a corresponding vaccination certificate. Such tag and identification tag shall be securely attached to a collar around the neck of the animal or a harness around the neck of and body of the animal vaccinated, except that cats shall not be required to wear such tag so long as the owner of the cat possesses such a tag and certificate.

Sec. 2.01.005 Maximum Number of Dogs and Cats.

No single-family household in the City may keep more than a three (3) adult dogs and three (3) adult cats. This section does not restrict litters of kittens or puppies under four (4) months of age.

Sec. 2.01.006 Keeping Chickens.

No single household in the City may keep more than six (6) chickens, regardless of the amount of acreage available. Keeping roosters and other fowl are prohibited in the City.

Chickens must not be visible from the street and must be totally enclosed within a privacy fence of a height of at least four (4) feet and must be located in the rear of the property. The fenced area containing chickens must be at least fifteen (15) feet from any adjacent lot. All shelters and fencing must be kept in good repair.

Sec. 2.01.007 Removal of Animal Waste.

It shall be an offense for any person to fail to promptly remove and dispose of, in a sanitary manner, feces left by a dog, cat, or other animal being owned, handled, or controlled by that person:

- (1) Upon a public area, included but not limited to walks, parks, recreation areas, public streets; and
- (2) Upon private property other than the premises of the owner, handler or controller of the animal.

Sec. 2.01.008 Standards of Care and Conduct.

Every person owning or having charge, care, custody, or control of any animal shall not engage in acts of cruelty and violence toward the animal and shall:

- (1) Provide basic necessities for the animal:
 - (a) regular and adequate amounts of nutritious food that is appropriate to maintain the animal in good health;
 - (b) a constant and adequate supply of clean, fresh, potable water that keeps the animal hydrated for environmental conditions; and
 - (c) care and medical treatment for injuries, parasites, and diseases that is sufficient to maintain the animal in good health and minimize suffering;
- (2) Provide for proper shelter for the animal so that the animal is not exposed to constant sun and inclement weather;
- (3) Not abandon any animal in the City; and
- (4) Not place or confine any animal to remain in a motor vehicle or trailer under life-threatening conditions for a period of time as may endanger the health or well-being of the animal due to heat, cold, lack of food or water, or such other circumstances as may reasonably be expected to cause suffering, disability, or death.

Sec. 2.01.009 Disposition/Impoundment Authorized.

Any animal found to be in violation of any provision of this or any other Ordinance of the City or other applicable provisions of any state law may be impounded by the City and delivered to an authorized animal shelter for disposition.

The animal control officer or any peace officer shall be authorized to capture and impound abandoned stray animals and dogs running at large and place in an authorized animal shelter. The animal control officer or any peace officer may issue a citation to the owner of the dog whether or not the dog is subsequently impounded.

A reasonable effort will be made by the animal control officer to locate the owner of any captured dog, utilizing collar tag identification or other means, and to notify the owner by telephone or personal contact.

In the event that an animal is of a vicious nature, and the actions or behavior constitute an immediate threat to the health and safety of any person, or the animal is about to elude capture, the animal control officer or any peace officer shall be justified in immediately destroying the animal by the use of the most reasonable means available at the time.

Any animal, whether licensed or unlicensed, which in the professional judgment of the animal control officer or peace officer is in great pain and suffering due to injury from which the animal probably will not recover, or which appears to have rabies, and/or which is at large and is posing an imminent danger to human beings or to other animals, may be destroyed by the use of the most reasonable means available at the time.

Any officer finding an animal in a motor vehicle or trailer in violation of the provisions in this Ordinance is authorized to obtain a locksmith at the owner's cost, or break and enter the vehicle if necessary, to remove the animal. Removed animals will be impounded in accordance with this Ordinance or placed in a veterinary clinic for safekeeping. Owners may claim their animals upon payment of all reasonable charges or fees that accrued for removal and maintenance of the animal, plus impoundment fees charged by the entity holding the impounded animal. At the time the animal is removed from the motor vehicle or trailer, the officer shall leave a written notice bearing their name and title, and the address of the entity where the animal may be claimed. The animal will be retained in accordance to the rules of the entity and may be disposed of by that entity in accordance with their rules and state regulations.

Sec. 2.01.010 Dogs Running at Large.

No dogs shall be permitted to run at large within the City. It shall be unlawful for the owner to allow the dog to run at large. All dogs shall be confined to the premises owned and under the control of their owners at all time. Dogs on a leash, however, shall not be construed as running at large, provided such leash is either attached to an immovable object or firmly grasped and at all times within the control of a person physically able to maintain control of the dog.

Sec. 2.02.011 Animal Bites – Reporting Requirements.

A person who knows of an animal bite or scratch in an individual or another animal that the person could reasonably foresee as capable of transmitting rabies, or knows of an animal that the person suspects is rabid, shall report the incident and animal to the Police Department or City Offices as soon as possible but not later than twenty-four (24) hours from the time of the incident.

Sec. 2.01.012 Enforcement and Right of Entry.

The provisions of this Ordinance and of state law, Title 10, Chapters 821 through 829 *et seq.*, of the Texas Health and Safety Code, as amended, regarding Health and Safety of Animals shall be

enforced by an enforcement officer, and such person shall have the authority to issue citations to persons violating the provisions of this Ordinance or of state law.

For the purpose of discharging the duties imposed by this Ordinance and to enforce its provision, any officer is empowered at all reasonable times, upon a determination of probable cause and upon presentation of appropriate credentials if possible, to enter any premises upon which an animal is kept or harbored and to demand the exhibition, by the owner of a dog or cat, of the certificate of vaccination. It is further provided that a law enforcement officer may enter, upon a determination of probable cause and upon presentation of appropriate credentials if possible, the premises where an animal is kept in an allegedly cruel or inhumane manner and demand to examine or impound such animal, when in the officer's opinion, it requires humane treatment.

No officer shall, however, enter a private residence for purpose of making an inspection under this Ordinance without first receiving permission from an occupant of such residence or in an emergency situation and determination of probable cause, or by order of a magistrate or of a court of competent jurisdiction as provided by law. Those enforcing the provisions of this Ordinance and/or state law shall have the right to pursue and apprehend animals running at large onto private property while enforcing the provisions of this Ordinance and shall not be guilty of trespass while doing so.

It shall be a violation of this Ordinance to interfere with an officer in the performance of their duties.

Sec. 2.01.013 Penalties and Remedies.

Except as otherwise provided by state law:

- (1) Any person violating any provision of this Ordinance shall be deemed guilty of a misdemeanor and shall be punished by a fine not to exceed two thousand dollars (\$2000.00). For a violation of this Ordinance and state law, the state punishment applies;
- (2) Each occurrence shall be deemed to be a separate violation; and
- (3) The City shall be entitled to pursue all other criminal and civil remedies to which it is entitled under the authority of other ordinance or state law.

ARTICLE 2.02 DANGEROUS DOGS

Sec. 2.02.001 Declaration of Dangerous Dog.

In accordance with this Ordinance and state law:

- (1) If the animal control officer has cause to believe that a dog is a dangerous dog as defined by Sec. 201.001 of this Ordinance and state law, Texas Health and Safety

Code Subchapter D Section 822.041, "Dangerous Dogs," the officer may find and declare the dog a dangerous dog;

- (2) Within seventy-two (72) hours of declaring a dog dangerous, the animal control officer will notify the person owning the dog of its designation as a dangerous dog, and will provide the owner with a copy of this Ordinance. The notification to the owner will be provided in person or through certified mail return receipt requested. The notification will describe the dog and specify any particular requirements or conditions placed upon the owner of the dog; and
- (3) The notice shall inform the owner of the dog that they may request, in writing, an appeal of the dangerous dog determination within ten (10) days from the receipt of the certified mail or date of the personal notification of the dangerous dog declaration to contest the finding and designation.

Sec. 2.02.002 Requirements for Owner.

In accordance with this Ordinance and state law:

- (1) If the owner of a dog that has been determined dangerous by the animal control officer elects not to appeal that decision, then within thirty (30) days of the expiration of the ten (10) day time period for appeal, the owner shall comply with the requirements listed in this Ordinance. If the owner of the dog that has been determined dangerous appeals that decision to the municipal court, or other court of jurisdiction, then such owner shall comply with the requirements of this article within thirty (30) days if such determination by the municipal court or other court of jurisdiction is rendered. If the dog is determined to be a dangerous dog, the requirements that must be met are as follows:
 - a. Register the dangerous dog with the animal control officer;
 - b. Restrain the dangerous dog at all times on a leash in the immediate control of a person or in a secure enclosure, as specified by state law; and
 - c. Obtain liability insurance coverage or show financial responsibility in the amount specified by state law.
- (2) For purposes of this Ordinance, a person learns that they are the owner of a dangerous dog when:
 - a. The owner is aware of an attack described in the definitions set forth in Sec. 201.001 of this Ordinance;
 - b. The owner is informed by the animal control officer or other City official; or
 - c. A determination is made by the municipal court, or other court of jurisdiction, that the animal is declared a dangerous dog.

Sec. 2.02.003 Appeal of Dangerous Dog Determination.

Appeals from the animal control officer's determination that the animal is a dangerous dog will be heard by the municipal court or other court of jurisdiction in conformance with state law.

The appeal is a civil proceeding for the purpose of affirming or reversing the animal control officer's determination that the animal is a dangerous dog. If the dog has been impounded, the court judge may waive any and all fees associated with the impoundment and release the dog to its owner upon reversal of the animal control officer's determination.

An owner may further appeal the decision of the municipal or other court of jurisdiction to a county court or county court at law in accordance with Section 882.0424 of the Texas Health and Safety Code.

SECTION 2. Repeal of Prior Regulation. This Ordinance, upon its enactment and effective date, shall repeal all conflicting provisions that may be contained in other Ordinances of the Town of Ransom Canyon. Secs. 2.01.001-2.01.011; 2.02.001-2.02.007; 2.03.001-2.03.006 of the City's Code of Ordinances is repealed and replaced with Secs. 2.01.001-2.01.013; 2.02.001-2.02.003.

SECTION 3. Severability. If any clause, section, or other part of application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

SECTION 4. Effective Date. The Ordinance shall become effective ten (10) days after its publication in *The Slatonite*

PASSED AND APPROVED ON _____

Jana Trew, Mayor

ATTEST:

Elena Quintanilla, City Secretary

APPROVED AS TO FORM:

DISCUSSION ITEM: #12

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OUR MISSION

The mission of the Scenic City Certification Program is to support and recognize Texas municipalities that implement high-quality scenic standards for public roadways and public spaces. The Scenic City Certification Program provides a proven, highly-regarded tool to Texas cities for assessment, evaluation, and recognition of infrastructure standards.

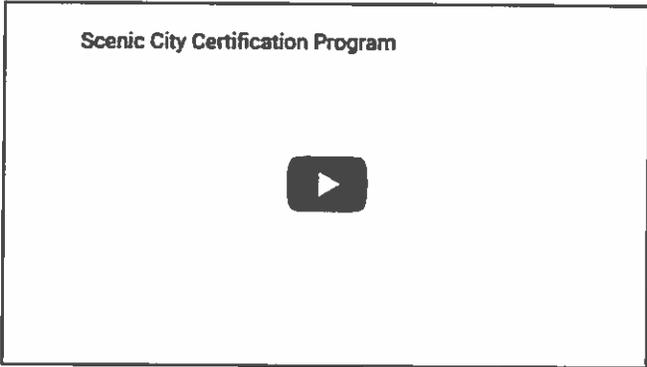
Any Texas city may apply to the Scenic City Certification Program for an objective, points-based review of existing municipal infrastructure ordinances. Every application receives a score sheet evaluation, cities that score at the upper level and demonstrate a landscaping/tree planting program, on-premise sign regulations and prohibition of new billboards may earn Certified Scenic City designation.

BENEFITS OF PARTICIPATION INCLUDE:

- provides an expert third-party evaluation of existing standards
- facilitates internal review and analysis of development plans
- serves as a platform to educate citizens on the impact of local regulations
- fosters community character and civic pride
- enhances economic development efforts

NEWS

- [22 TEXAS CITIES EARN PROMINENT SCENIC CITY CERTIFICATION IN 2019 \(https://sceniccitycertification.org/21-texas-cities-earn-prominent-scenic-city-certification-in-2019/\)](https://sceniccitycertification.org/21-texas-cities-earn-prominent-scenic-city-certification-in-2019/)
- [13 Texas Cities Earn Prominent Scenic City Certification in 2018 \(https://sceniccitycertification.org/13-texas-cities-earn-prominent-scenic-city-certification-in-2018/\)](https://sceniccitycertification.org/13-texas-cities-earn-prominent-scenic-city-certification-in-2018/)



<https://sceniccitycertification.org/wp-content/uploads/2019-Standards-POF.pdf>
Prepare for participation in the Scenic City Certification Program by reviewing the 2019 Standards and Information Packet.

- **13 Texas Cities Earn Prominent Scenic City Certification in 2017**
(<https://sceniccitycertification.org/13-texas-cities-earn-prominent-scenic-city-certification-in-2017/>)
- **Scenic Houston's annual dinner breaks two previous records**
(<https://sceniccitycertification.org/scenic-houstons-annual-dinner-breaks-two-previous-records/>)
- **23 Texas Cities Earn Prominent Scenic City Certification in 2016**
(<https://sceniccitycertification.org/23-texas-cities-earn-prominent-scenic-city-certification-in-2016/>)

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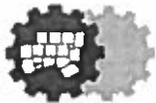
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of Regional Councils

(<https://txregionalcouncil.org/>)

RESOURCES

Scenic City 2019 Info & Standards (<http://www.sceniccitycertification.org/wp-content/uploads/Scenic-City-2019-Info-Standards.pdf>)

Glossary (<http://www.sceniccitycertification.org/glossary/>)

FAQ (<http://www.sceniccitycertification.org/faq/>)