



**City of Denton
Contract # 6254**

Professional Legal Services – Bond Counsel

EXHIBIT 4

CONTRACT #6254
CONTRACT FOR PROFESSIONAL LEGAL SERVICES – BOND COUNSEL

STATE OF TEXAS §

COUNTY OF DENTON §

This CONTRACT, made and entered into this the _____ day of _____, 2016, by and between McCall, Parkhurst & Horton, LLP, 717 North Harwood, Ninth Floor, Dallas, Texas 75201-6587, hereinafter referred to as “Consultant”, and the City of Denton, a Texas municipal corporation, 215 East McKinney, Denton, Texas 76201, hereinafter referred to as “City”.

WITNESSETH

WHEREAS, City finds it necessary to employ outside legal counsel to perform professional legal services regarding issuance of bonds and other debt obligations (the "Bonds") for the City of Denton.

WHEREAS, Consultant is willing to perform such services in a professional manner as an independent contractor; and

WHEREAS, City desires to engage Consultant to render the professional services in connection therewith, and Consultant is willing to provide such services;

NOW, THEREFORE, in consideration of the promises and mutual obligations herein, the parties hereto do hereby mutually AGREE as follows:

SCOPE OF ENGAGEMENT

Generally, Consultant will perform all usual and necessary legal services as Bond Counsel in connection with the authorization, issuance, and delivery of the Bonds as authorized and requested by City. Specifically, Consultant will prepare and direct the legal proceedings and perform the other necessary legal services with reference to the authorization, issuance and delivery of the Bonds, including the following:

1. Prepare all resolutions, ordinances, and other instruments pursuant to which the Bonds will be authorized, issued, delivered and secured, including election proceedings, if necessary, in cooperation and upon consultation with the City Council, their consultants, and other legal and financial advisors and consultants of City.
2. Attend meetings of the City Council with reference to the authorization and issuance of the Bonds to the extent required or requested.

EXHIBIT 4

3. Cooperate with the City Council and all other interested parties in the sale of the Bonds to the purchasers, and review bond purchase agreements.
4. Review those sections of any official statement to be disseminated in connection with the sale of the Bonds which describe the Bonds, the resolution or ordinance pursuant to which they will be issued and the tax-exempt treatment of the interest on the Bonds for purposes of federal income taxation.
5. If requested, assist City in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds.
6. Submit the Bond transcript to the Public Finance Division of the Attorney General's office and obtain all necessary approvals.
7. Supervise the execution of the Bonds and the delivery thereof to the purchasers.
8. When so delivered, give Consultant's approving opinion covering the validity of the Bonds and 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.

Consultant services as Bond Counsel do not include any responsibility for investigating the financial condition and affairs of City. Consultant's approving legal opinion as Bond Counsel will contain a paragraph substantially to the effect that Consultant has acted as Bond Counsel for City for the sole purpose of rendering an opinion with respect to the legality and validity of the Bonds under the Constitution and laws of the State of Texas, and with respect to the exemption of the interest on the Bonds from federal income taxes, and for no other reason or purpose. The paragraph will also disclose that Consultant has not been requested to investigate or verify, and have not investigated or verified, any records, data, or other material relating to the financial condition or capabilities of City, and has not assumed any responsibility with respect thereto.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, City will be Consultant's client and an attorney-client relationship will exist between City and Consultant. Consultant further assume that all other parties in a Bond transaction understand that Consultant represents only City in the transaction, Consultant is not counsel to any other party, and Consultant is not acting as an intermediary among the parties. Consultant services as Bond Counsel are limited to those contracted for in this Contract; City's execution of this Contract will constitute an acknowledgment of those limitations. Consultant's representation of City will not affect, however, Consultant's responsibility to render an objective bond approving opinion described in paragraph 7 above.

EXHIBIT 4

INDEMNITY AND INDEPENDENT CONTRACTOR RELATIONSHIP

Consultant shall perform all services as an independent contractor not under the direct supervision and control of City. Nothing herein shall be construed as creating a relationship of employer and employee between the parties. City and Consultant agree to cooperate in the defense of any claims, actions, suits, or proceedings of any kind brought by a third party which may result from or directly or indirectly arise from any negligence and/or errors or omissions on the part of Consultant, or from any breach of Consultant's obligations under this Contract. In the event any litigation or claim is brought under this Contract in which City is joined as a party, Consultant shall provide suitable counsel to defend City and Consultant against such claim; provided however, that City shall have the right to proceed with competent counsel of its own choosing. Consultant agrees to defend, indemnify and hold harmless City and all of its officers, attorneys, agents, servants, and employees against any and all such claims to the extent not otherwise covered by Consultant's professional liability policy. Consultant agrees to pay all expenses, including but not limited to attorney fees, and satisfy all judgments that arise under such third party claims, but are not otherwise satisfied by Consultant's professional liability insurance policy. Nothing herein constitutes a waiver of any rights or remedies City may have to pursue under either law or equity, including, without limitation, a cause of action for specific performance or for damages, a loss to City resulting from Consultant's negligent errors or omissions, or breach of contract, and all such rights and remedies are expressly reserved.

Consultant shall maintain and shall be caused to be in force at all times during the term of this Contract, a legally binding policy of professional liability insurance, issued by an insurance carrier approved to do business in the State of Texas by the State Insurance Commission, which carrier must be rated by Best Rated Carriers, with a rating of "A" or higher. Such coverage shall cover any claim hereunder occasioned by Consultant's negligent professional act and/or error or omission, in an amount not less than \$500,000 combined single limit coverage occurrence. In the event of change or cancellation of the policy by the insurer, Consultant hereby covenants to immediately advise City thereof; and in such event, Consultant shall, prior to the effective date of change or cancellation, serve a substitute policy furnishing the same coverage to City. Consultant shall provide a copy of such policy and the declarations page of the existing policy to City through its City Attorney, simultaneously with the execution of this Contract.

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"), Consultant hereby informs City that Consultant is 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 Consultant's services as Bond Counsel in a transaction, Consultant may engage in analysis, discussion, negotiation, and advice to City regarding the legal ramifications of the structure, timing, terms, and other provisions of the financial transaction that culminates with the planned issuance of the Bonds, and such services and

EXHIBIT 4

advice may be essential to the development of the plan of finance for the issuance of the Bonds. 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 Bonds, the preparation of the various closing Bonds that embody the terms and provisions of this transaction and the preparation and delivery of Consultant's 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 Consultant hereby advises City that while Consultant has expertise with respect to the legal aspects relating to the issuance of municipal securities, Consultant is not a "financial advisor" or "financial expert" in a manner that would subject us to the provisions of the MA Rule. As Bond Counsel, Consultant provides only legal advice, not purely financial advice that is not inherent in Consultant's legal advice to City. The City should seek the advice of its financial advisor with respect to the financial aspects of the issuance of the Bonds. By signing this Contract, City acknowledges receipt of this information, and evidences its understanding of the limitations of Consultant's role to City as Bond Counsel with respect to the MA Rule, as discussed in this paragraph.

CONFLICTS

As City is aware, Consultant represents many political subdivisions and investment banking firms, among others, who do business with political subdivisions. It is possible that during the time that Consultant is representing City, one or more of Consultant's present or future clients will have transactions with City. It is also possible that Consultant may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. Consultant does not believe such representation, if it occurs, will adversely affect Consultant's ability to represent City as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to Consultant's representation of City, 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 Bonds. Execution of this Contract will signify City's consent to Consultant's representation of others consistent with the circumstances described in this paragraph.

FEES AND OTHER SERVICES

The fee covering the legal services of Consultant, as Bond Counsel, for the issuance of traditional Bonds of City, such as general obligation bonds, certificates of obligation and utility system revenue bonds, in one or more installments, is as follows:

\$5,000 for the first \$1,000,000 of Bonds;
\$1.00 per \$1,000 of Bonds for the next \$9,000,000 of Bonds;
\$0.95 per \$1,000 of Bonds for the next \$30,000,000 of Bonds;
\$0.90 per \$1,000 of Bonds for the next \$60,000,000 of Bonds; and
\$0.50 per \$1,000 of Bonds thereafter.

EXHIBIT 4

For special Bond issuances, such as special assessment revenue bonds, fees for legal services will be set at an amount agreed upon by Consultant and City at such time the bond issuance is contemplated.

Also, Consultant would expect to be reimbursed for Consultant's actual out-of-pocket expenses reasonably and necessarily incurred in connection with the authorization, issuance, and delivery of such Bonds, i.e. travel, photocopies, courier, Form 8038G filing, Texas Bond Review Board filing and the Attorney General's filing fee.

Consultant's fees and expenses will be payable within 30 days after the delivery of and payment for such Bonds, but Consultant's fees are wholly contingent upon actual delivery of such Bonds.

The foregoing legal services as Bond Counsel do not include any direct responsibility for any kind of litigation. However, if during the issuance of Bonds any litigation should develop regarding the issuance of the Bonds or the provisions made for their payment or security, Consultant will consult, advise, and cooperate with City and its attorneys concerning any such litigation. Consultant's fees for such services would be based upon the customary hourly billing rates of the attorneys providing such additional services.

The firm will undertake upon the request of City such services as may be necessary to assist City in satisfying the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission or any necessary disclosure obligations of City in connection with the issuance of Bonds. Consultant's fees for such services would be based upon hourly billing rates of the attorneys providing such services, and such rates shall be \$375.00 per hour for partners and \$275 per hour for associates. Should it be necessary for Consultant to render a written opinion with respect to such matters, such fee for legal services provided in connection with the delivery of the opinion will be set at an amount agreed upon by us and City.

The parties anticipate invoices or statements for services billed at hourly rates will be generated on a monthly basis and that said invoices or statements will be sent on or about the 1st day of each month. City shall make payment to Bond Counsel within 30 days of the satisfactory completion of services and receipt of an itemized invoice or statement. All reimbursable expenses, including, but not necessarily limited to travel, lodging, and meals shall be paid at the actual cost, pursuant to the terms, conditions, and limitations hereinabove set forth. All invoices and bills shall be approved for payment by the Finance Department.

All notices, billing statements and invoices shall be made in writing and may be given by personal delivery, by email or by mail. Notices and invoices sent by email shall be addressed to: accountspayable@cityofdenton.com with a copy to antonio.puente@cityofdenton.com, and by mail shall be addressed to: **Accounts Payable, 215 East McKinney, Denton, Texas 76201** with a copy to **Tony Puente, Assistant Finance Director, 215 East McKinney, Denton, Texas 76201**. When by mail and so addressed, the notice, invoice, and/or payment shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, invoices, and/or

EXHIBIT 4

payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the responsible person or office to whom notices, invoices, and/or payments are to be sent, provided reasonable written notice is given.

RECORDS

At City's request, papers and property furnished by City will be returned promptly upon receipt of payment for outstanding fees and client charges. Consultant's 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, Consultant reserves the right to dispose of any documents or other materials retained by us after the termination of this engagement.

TERM

The term of this agreement shall commence on March 27, 2017, and conclude on March 26, 2022. Until March 27, 2017, the Bond Counsel engagement letter agreement dated February 21, 2012 and the terms thereof shall remain in effect.

TERMINATION OF AGREEMENT

In connection with the work outlined in this Contract, it is agreed and fully understood by Consultant that City may cancel or indefinitely suspend further work hereunder or terminate this Contract at any time upon written notice to Consultant, and Consultant shall cease all work and labor being performed under this Contract upon receipt of such notice. Consultant may terminate this Contract by giving City 30 day's written notice that Consultant is no longer in a position to continue representing City. Consultant shall invoice City for all work satisfactorily completed and shall be compensated in accordance with the terms of this Contract. All reports and other documents, or data, or work related to the project shall become the property of City upon termination of this Contract.

This Contract may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party. Provided, however, that no such termination may be effected, unless the other party is given [1] written notice (delivered by certified mail, return receipt requested) of intent to terminate, and not less than 30 calendar days to cure the failure; and [2] an opportunity for consultation with the terminating party prior to termination.

Nothing contained herein or elsewhere in this Contract shall require City to pay for any work which is unsatisfactory or which is not submitted in compliance with the terms of this Contract.

EXHIBIT 4

AUDITS AND INSPECTION

City shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. Consultant shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, Consultant shall also require all subconsultants, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by Consultant which must be payable within five business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this Contract and shall constitute, in City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

COMPLIANCE WITH LAWS

Consultant shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as they may now read or hereafter be amended, including but not limited to the Texas Disciplinary Rules of Professional Conduct.

GOVERNING LAW

For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of Denton, State of Texas, and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall be exclusively in a court of competent jurisdiction sitting in Denton County.

DISCRIMINATION PROHIBITED

In performing the services required hereunder, Consultant shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

EXHIBIT 4

ASSIGNABILITY

Consultant shall not assign any interest in this Contract and shall not transfer any interest in this Contract (whether by assignment, novation, or otherwise) without the prior written consent of City thereto.

SEVERABILITY

All agreements and covenants contained herein are severable, and in the event any of them, with the exception of those contained in sections headed "Scope of Engagement", "Indemnity and Independent Contractor Relationship," and "Fees and Other Services" hereof, shall be held to be invalid by any court of competent jurisdiction, this Contract shall be interpreted as though such invalid agreements or covenants were not contained herein.

RESPONSIBILITIES FOR CLAIMS AND LIABILITY

Approval by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of its work; nor shall such approval be deemed to be an assumption of such responsibility of City for any defect in any report or other documents prepared by Consultant, its employees, officers, agents and consultants.

MODIFICATION OF AGREEMENT

No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Contract, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid; and, the parties further agree that the provisions of this section will not be waived as herein set forth.

CAPTIONS

The captions of this Contract are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Contract.

BINDING EFFECT

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

EXHIBIT 4

IN WITNESS HEREOF, the City of Denton, Texas, has caused this Contract to be executed by its duly authorized City Manager, and Consultant has executed this Contract through its duly authorized undersigned partner.

ACCEPTED THIS THE ____ DAY OF OCTOBER, 2016.

McCALL, PARKHURST & HORTON L.L.P.

By: 
Gregory C. Schaecher
Email: gschaecher@mpahlegal.com
Phone: (214) 754-9292

CITY OF DENTON, TEXAS

By: _____
HOWARD MARTIN, CITY MANAGER

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

By: _____

Contract #6254
Exhibit A

**Consultant's Statement
of Qualifications**

Statement of Qualifications
for
Bond Counsel Services
to
City of Denton, Texas

M P H
MCCALL, PARKHURST & HORTON L.L.P.

COVER LETTER

September 22, 2016

Antonio Puente, Jr.,
Assistant Director of Finance
City of Denton
215 East McKinney Street
Denton, Texas 76201

Dear Mr. Puente:

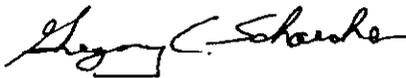
On behalf of McCall, Parkhurst & Horton L.L.P. ("McCall," the "firm," or "us"), I submit this statement of qualification for bond counsel services to the City of Denton, Texas ("you" or the "City").

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 number one 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 over 90 years, we have been committed to providing Texas political subdivisions with quality bond counsel services, and we hereby reaffirm our commitment to provide the City 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: 
Gregory C. Schaecher

Enclosures

EXHIBIT 4

EXECUTIVE SUMMARY

McCall, Parkhurst & Horton L.L.P. ("McCall") has practiced exclusively in the area of public finance law since the firm's creation in 1919. The firm's opinion (as to the validity and enforceability of a public entity's debt obligations and, later, tax exemption) was the first given by a Texas firm accepted in the national securities markets. We are the only law firm in Texas, and one of a few law firms nationwide, that specialize solely in the field of public finance. The firm is composed of 27 active attorneys located in Dallas, San Antonio, and Austin.

McCall is the leading bond counsel in Texas and routinely ranks in the top ten bond counsel firms nationally. Historically, the firm has served as bond counsel for more issuers of public securities than any other law firm in the southwestern United States, and in some years, McCall has served as bond counsel on more bond transactions than any other law firm in the country. Our high national ranking is not only an indication of the stature of the firm in the public finance industry, but more importantly, an indication of the depth and breadth of our practice. We consistently achieve our high rankings by holding ourselves to the highest standards of technical expertise, professional dedication, client service and ethical responsibility.

McCall represents some of the largest and most sophisticated issuers in the country, including the Cities of Austin, Dallas and Fort Worth, the Dallas/Fort Worth International Airport, the North Texas Tollway Authority, the Texas Department of Transportation, the Texas Water Development Board, the University of Texas System, Texas A&M University System, Texas State University System, and many more. McCall has been a leader in drafting legislation and developing innovative financing techniques in Texas for nearly a century.

The following tables summarize the number of transactions and dollar value of public finance issues for which McCall has served as bond counsel in recent years:

National and State Rankings¹						
<u>Year</u>	<u>National Ranking</u>			<u>Texas Ranking</u>		
	<u>Rank</u>	<u>Par Amount</u>	<u>No. of Issues</u>	<u>Rank</u>	<u>Par Amount</u>	<u>No. of Issues</u>
2015	3	\$14,502,800,000	436	1	\$14,722,400,000	424
2014	3	\$13,135,500,000	359	1	\$13,022,000,000	347
2013	6	\$10,245,200,000	363	1	\$10,218,400,000	352
2012	7	\$10,411,000,000	359	1	\$10,234,000,000	350
2011	8	\$6,941,800,000	291	1	\$6,760,100,000	283
2010	7	\$11,467,000,000	360	1	\$11,419,300,000	355
2009	5	\$9,390,700,000	258	1	\$9,206,700,000	230
2008	6	\$11,276,400,000	238	1	\$11,215,000,000	229
2007	8	\$9,221,500,000	292	2	\$7,703,400,000	232
2006	5	\$10,992,000,000	282	1	\$10,961,200,000	271
2005	8	\$8,770,900,000	310	1	\$8,677,000,000	295

¹ As reported by Thomson Reuters in its US Municipals Review; excludes private bank placements and remarketing of variable rate demand obligations.

EXHIBIT 4

2015 Top Ten National Firms by Volume¹			
<u>Rank</u>	<u>Firm</u>	<u>Par Amount</u>	<u>No. of Issues</u>
1	Orrick Herrington & Sutcliffe LLP	\$37,545,100,000	391
2	Hawkins Delafield & Wood LLP	\$23,077,800,000	396
3	McCall Parkhurst & Horton LLP	\$14,502,800,000	436
4	Norton Rose Fulbright	\$13,398,400,000	368
5	Kutak Rock LLP	\$13,334,300,000	412
6	Gillmore & Bell PC	\$ 9,127,800,000	464
7	Ballard Spahr LLP	\$ 8,938,900,000	134
8	Sidley Austin LLP	\$ 8,540,700,000	43
9	Chapman and Cutler LLP	\$ 8,510,100,000	408
10	Squire Patton Boggs	\$ 8,468,300,000	194

2014 Top Ten National Firms by Volume¹			
<u>Rank</u>	<u>Firm</u>	<u>Par Amount</u>	<u>No. of Issues</u>
1	Orrick Herrington & Sutcliffe LLP	\$30,384,700,000	321
2	Hawkins Delafield & Wood LLP	\$16,441,100,000	301
3	McCall Parkhurst & Horton LLP	\$13,135,500,000	359
4	Kutak Rock LLP	\$9,955,000,000	305
5	Sidley Austin LLP	\$ 8,859,900,000	44
6	Stradling Yocca Carlson & Rauth, P.C.	\$ 8,391,400,000	139
7	Norton Rose Fulbright	\$ 8,136,700,000	324
8	Greenberg Traurig LLP	\$ 7,699,400,000	77
9	Squire Patton Boggs	\$ 7,650,600,000	181
10	Chapman and Cutler LLP	\$ 7,476,800,000	394

2013 Top Ten National Firms by Volume¹			
<u>Rank</u>	<u>Firm</u>	<u>Par Amount</u>	<u>No. of Issues</u>
1	Orrick Herrington & Sutcliffe LLP	\$31,543,300,000	310
2	Hawkins Delafield & Wood LLP	\$18,377,400,000	298
3	Kutak Rock LLP	\$13,349,100,000	283
4	Norton Rose Fulbright	\$12,920,100,000	351
5	Squire Sanders & Dempsey LLP	\$ 10,998,800,000	200
6	McCall Parkhurst & Horton LLP	\$ 10,245,200,000	363
7	Stradling Yocca Carlson & Rauth, P.C.	\$ 9,760,700,000	183
8	Sidley Austin LLP	\$ 6,913,500,000	42
9	Nixon Peabody LLP	\$ 6,621,900,000	70
10	Chapman and Cutler LLP	\$ 5,814,700,000	442

2012 Top Ten National Firms by Volume¹			
<u>Rank</u>	<u>Firm</u>	<u>Par Amount</u>	<u>No. of Issues</u>
1	Orrick Herrington & Sutcliffe LLP	\$30,826,300,000	366
2	Hawkins Delafield & Wood LLP	\$23,179,100,000	360
3	Sidley Austin LLP	\$15,164,100,000	71
4	Kutak Rock LLP	\$14,218,000,000	334
5	Fulbright & Jaworski LLP	\$12,857,600,000	369
6	Squire Sanders & Dempsey LLP	\$10,806,800,000	217
7	McCall Parkhurst & Horton LLP	\$10,411,000,000	359
8	Nixon Peabody LLP	\$9,067,200,000	61
9	Foster Pepper PLLC	\$7,151,300,000	112
10	Greenberg Traurig LLP	\$7,052,000,000	89

¹ Source: Thomson Reuters US Municipals Review.

EXHIBIT 4

2015 Top Five Texas Firms by Volume¹

<u>Rank</u>	<u>Firm</u>	<u>Par Amount</u>
1	McCall, Parkhurst & Horton L.L.P.	\$14,722,400,000
2	Norton Rose Fulbright LLP	\$ 7,558,300,000
3	Bracewell & Giuliani LLP	\$ 6,227,200,000
4	Andrews Kurth LLP	\$ 6,195,800,000
5	Escamilla & Poneck LLP	\$ 1,513,400

2014 Top Five Texas Firms by Volume²

<u>Rank</u>	<u>Firm</u>	<u>Par Amount</u>
1	McCall, Parkhurst & Horton L.L.P.	\$13,022,000,000
2	Andrews Kurth LLP	\$ 6,084,900,000
3	Norton Rose Fulbright LLP	\$ 5,854,900,000
4	Bracewell & Giuliani LLP	\$ 5,091,100,000
5	Bates & Coleman P.C.	\$ 960,700

2013 Top Five Texas Firms by Volume³

<u>Rank</u>	<u>Firm</u>	<u>Par Amount</u>
1	McCall, Parkhurst & Horton L.L.P.	\$10,218,400,000
2	Norton Rose Fulbright LLP	\$ 6,433,500,000
3	Bracewell & Giuliani LLP	\$ 5,169,000,000
4	Andrews Kurth LLP	\$ 3,581,400,000
5	Newby Davis PLLC	\$ 689,000

2012 Top Five Texas Firms by Volume⁴

<u>Rank</u>	<u>Firm</u>	<u>Par Amount</u>
1	McCall, Parkhurst & Horton L.L.P.	\$10,234,000,000
2	Fulbright & Jaworski LLP	\$9,429,000,000
3	Andrews Kurth LLP	\$ 4,324,600,000
4	Bracewell & Giuliani LLP	\$ 3,872,300,000
5	Escamilla, Poneck & Cruz, LLP	\$ 1,475,600,000

¹ Source: Thomson Reuters, as published in *The Bond Buyer* on March 1, 2016.

² Source: Thomson Reuters, as published in *The Bond Buyer* on February 24, 2015.

³ Source: Thomson Reuters, as published in *The Bond Buyer* on February 25, 2014.

⁴ Source: Thomson Reuters, as published in *The Bond Buyer* on February 12, 2013.

TYPES OF FINANCINGS

Listed below are some types of securities, whether issued pursuant to public sale, negotiated sale or private bank placements, for which McCall served as Bond Counsel in recent years:

- Certificates of Obligation
- General Obligation Refunding Bonds
- Utility System Revenue Bonds
- Tax Notes
- Lease-Purchase Transactions
- Build America Bonds
- Public Improvement District Revenue Bonds
- Municipal Management District Revenue Bonds
- Public Facility Corporation Lease Revenue Bonds
- Public Property Finance Contractual Obligations
- Energy Savings Contracts

FIRM ORGANIZATION

The firm is generally organized into two departments, which can be described as follows:

Bond Counsel and Securities Department. The majority of the attorneys in the firm serve as bond counsel and securities counsel. As bond counsel, these attorneys analyze applicable state and local laws that apply to the various debt issues and draft all legal documents necessary to permit the lawful issuance of debt. The attorneys of the firm work on hundreds of public bond issues in a given year, spanning the spectrum of the debt instruments sold in the public debt markets. Many of the instruments now commonly issued in Texas and the laws under which they are issued were developed by attorneys in the firm, such as commercial paper notes, forward refundings, interest rate swaps, and various forms of lease-purchase obligations for cities, counties and school districts.

These attorneys are also experts in the securities laws that apply to states and their agencies and political subdivisions in connection with the issuance of debt instruments. In representing either the issuer or the underwriters, their primary responsibility is to draft the Official Statement or other offering document, and to perform due diligence to ascertain that all material information related to the issuer and the bonds have been properly disclosed in the Official Statement.

Tax Department. The second group (comprised of two attorneys and a paralegal) specializes in the federal tax laws and their application to public finance. One critically important aspect of examining the qualifications of a municipal bond firm is an in-depth examination of its tax department, especially when considering issuing novel debt instruments. Harold T. "Hal" Flanagan, the firm's senior tax partner, has over 35 years of experience (four of which were with Internal Revenue Service (the "IRS") in Washington, D.C.) specializing in federal income taxation of municipal bonds. As a result of his experience, Hal is familiar with the personnel and the procedures of the federal government that relate to the federal income tax laws that impact public finance. Along with the firm's ability to analyze detailed legal questions, McCall is able to provide an in-depth review of financial schedules and proposals, which is crucial when determining whether an issuer is compliance with the IRS's bond regulations.

EXHIBIT 4

PROFESSIONAL STAFF

The professional staff of McCall, Parkhurst & Horton L.L.P. is composed of 27 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 Kobdish*	Partner	Dallas	42
Alan H. Raynor	Partner	Dallas	42
Jeffrey A. Leuschel	Partner	Dallas	35
L.E. (Ted) Brizzolara III	Partner	Dallas	35
Thomas K. Spurgeon	Partner	San Antonio	34
Dan S. Culver	Partner	Dallas	30
Carol D. Polumbo*	Partner	Austin	30
Gregory B. Salinas	Partner	Austin	26
Mark A. Malveaux	Partner	Dallas	23
Leroy Grawunder, Jr.*	Partner	Dallas	38
Gregory C. Schaecher	Partner	Dallas	20
Richard S. Donoghue, Jr.	Partner	Austin	16
Joe Eckert	Partner	Dallas	18
Noel Valdez	Partner	San Antonio	15
J. Bart Fowler*	Partner	Austin	17
Stefano Taverna	Partner	Dallas	13
Christopher A. Settle	Partner	Dallas	12
Jeff Gulbas	Partner	Dallas	9
Jana Edwards	Partner	Austin	10
Rodolfo Segura Jr	Associate	Dallas	7
Nicole Kintop Smith	Associate	Dallas	11
Clayton Chandler	Associate	Austin	7
Hasan Mack	Associate	Austin	5
Sam M. Gill	Associate	Dallas	8
Orlando Juarez, Jr.	Associate	San Antonio	5
Harold T. Flanagan	Of Counsel	Dallas	37
Kathy 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.

Below are the names, titles, office locations and years of experience in the area of public finance for each of the persons to be assigned to the City's account:

<u>Name</u>	<u>Title</u>	<u>Office Location</u>	<u>Experience</u>
Gregory C. Schaecher	Partner	Dallas	20 years
Stefano J. Taverna	Partner	Dallas	13 years

Brief résumés for each of the above-listed attorneys follows:

GREGORY C. SCHAECHER



Gregory "Greg" Schaecher has been a partner at McCall, Parkhurst & Horton L.L.P. since February 2006. Greg was a senior associate for three years with Fulbright & Jaworski LLP in its Dallas public finance group prior to joining McCall. At Fulbright & Jaworski, and now at McCall, Greg has served as bond counsel, underwriters counsel, and disclosure counsel for local government financings. Greg has experience with tax-exempt and taxable securities transactions for cities, counties, school districts, tollway authorities, economic development corporations, and other political subdivisions in Texas, including ad valorem tax financings, tax increment financings, utility revenue financings, transportation financings, auction and variable rate financings, interest rate swap agreements, and private placements. Transactions range from less than \$1 million to more than \$5 billion. Greg has worked on all the North Texas Tollway Authority financings since February 2006 as bond and disclosure counsel.

Previously, Greg was a senior associate for six years at Kutak Rock LLP in Omaha, Neb. While at Kutak Rock, Greg concentrated his practice on representing a financial guaranty insurance company in all aspects of public finance and structured finance transactions, including consumer loans, student loans, utilities, waste-to-energy facilities, sports and recreation facilities, health care, and transportation. Transactions ranged from \$10 million to more than \$1 billion and included public and private placements, variable rate demand, auction rate and commercial paper financings, and senior/subordinate structures. While at Kutak Rock, Greg acted as creditor counsel on the 1998 Miami Heat American Airlines Arena financing, the 1999 Kansas City International Speedway financing, and the 2001 financings for the Houston Texan Reliant Stadium and Houston Rockets Toyota Center Arena. Greg also acted as creditor counsel for the 1997 Colorado E-470 toll road financing and the 1999 Virginia Dulles Greenway toll road financing.

Greg obtained his juris doctorate from the Creighton University School of Law in Omaha, Neb., graduating magna cum laude in 1996. Greg was an assistant editor of the law review while at Creighton. Greg received his bachelor of science degree in business administration with a concentration in accounting from the University of Nebraska at Omaha, graduating summa cum laude in 1993.

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

Internal Revenue Service 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.

EXPERIENCE WITH THE TEXAS ATTORNEY GENERAL'S OFFICE & RATING AGENCIES

Many of our attorneys have previously worked in the Office of the Texas Attorney General – Public Finance Division (the “Division”). Leroy Grawunder and Chuck Kobdich, partners in our Dallas office, and Carol Polumbo and Bart Fowler, partners in our Austin office, have previously served as attorneys in the Division. This prior experience gives our firm tremendous institutional knowledge of public securities. We frequently are asked by the Division to submit briefs, position statements and proposed rules regarding legal analysis of issues that are salient to the Division.

McCall maintains a fully open and honest relationship with the Division, facilitating the Division’s review and approval of a large number of innovative financings for which McCall served as bond counsel. Our ethical responsibilities require us to share all information with the Division, including facts that may be negative, and adherence to our ethics have fostered a strong and professional relationship with the Division.

McCall also communicates daily with the credit rating agencies with respect to the firm's more complex financing transactions, especially those involving either credit enhancement or derivative financial products, such as interest rate swaps. As an industry leader, McCall's relationships with the rating agencies are strong and based upon mutual respect. The rating agencies recognize McCall's thorough understanding of the nuances of municipal finance, allowing us to work collaboratively with them to simplify the review process. The firm has worked with all of the major credit rating agencies, bond insurers, and credit enhancers.

INNOVATION OF McCALL

Throughout the years, McCall has been responsible for major innovations in our field. One of the main strengths of McCall is our ability to draw upon our attorneys' many years of broad experience to devise unique solutions to our clients' problems. McCall has been a leader in drafting legislation and developing innovative financing techniques for use by political subdivisions in Texas. Members of the firm have played major roles in:

- drafting what is now Chapter 1371 of the Texas Government Code. That far-reaching legislation resulted in the introduction of a number of new financial products to the Texas public finance arena, including commercial paper, letter-of-credit and line-of-credit backed bond issues for political subdivisions, and interest rate swap agreements;
- developing and serving as Bond Counsel for the first issuance of short-term commercial paper notes, which allow eligible political subdivisions to issue debt at low interest rates to finance capital improvements;
- originating the concept of the issuance of contractual obligations for cities, counties, and school districts;
- structuring economic development and redevelopment programs throughout the State, including the redevelopment of Robert Mueller Airport in Austin;
- development of convention center hotels in Austin, Dallas, Fort Worth, and San Antonio;
- thorough revision of the laws regarding the investment of public funds in Texas; and
- drafting the legislation that resulted in amendments to the Texas Constitution authorizing the Economic Distressed Areas and Water Infrastructure Fund programs administered by the Texas Water Development Board and the establishment of Texas Water Development Fund II, as well as the amendment to the Texas Constitution establishing a \$6 billion evergreen bond authority for the Texas Water Development Fund II.

In addition, the firm played a major role in assisting the Texas Legislative Council in the preparation and review of the bill that codified numerous public-finance-related statutes into the Public Securities Title of the Government Code, and contained amendments that clarified and streamlined public finance laws that have been in effect, in some cases, for more than 75 years. McCall was also a leader in financing public infrastructure projects under the provisions of the American Recovery and Reinvestment Tax Act of 2009. The firm's attorneys acted as both bond counsel and underwriters counsel in numerous transactions for taxable Build America Bonds under such legislation, including serving as bond counsel on more than \$3.1 billion of Build America Bonds for state transportation-related financings.

Contract #6254

Exhibit B

**Contractor's Business
Information**

EXHIBIT 4



City of Denton Purchasing
901-B Texas St. Denton, TX 76209
Phone: (940) 349-7100 Fax: (940) 349-7302
www.dentonpurchasing.com

Substitute W-9 Form

The IRS requires all vendors to complete a W-9 Form. The information on this form must be filled out, signed and submitted by a vendor representative. All information must be completed before a purchase order or payment will be issued.

Name as shown on your income tax return: McCall, Parkhurst & Horton L.L.P.
Tax ID/Social Security #: 75-0799392

Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a US citizen or other U.S. person-for federal tax purposes as defined at the bottom of this page*.

Authorized Signature: [Signature] Printed Name: Gregory C. Schaecher

Mailing Address:

Company Name: McCall, Parkhurst & Horton L.L.P. Email: gschaccher@mphlegal.com
Contact Name: Gregory C. Schaecher Website: www.mphlegal.com
Address: 717 N Harwood, Suite 900 Phone Number: (214) 754-9200
Dallas, Texas 75201 Fax Number: (214) 754-9250

Check appropriate box for federal tax classification (required):

Form with checkboxes for tax classification: Individual/Sole Proprietor, Exempt Payee, Corporation, Partnership, Limited Liability Corporation, Other, Business Type (Real Estate, Equipment, Royalties, Medical/Health Care, Services Only, Merchandise-Goods Only, Merchandise & Services, Legal Firm/Attorney, Consultant/Prof Fees, Proceeds from Real Estate Purchases), and Type of Organization (Minority Owned, Female Owned, Non Profit, Historically Underutilized Business).

*Definition of a U.S. Person-For Federal Tax purposes, you are considered a U.S. person if you are: (a) an individual who is a U.S. citizen or U.S. resident (b) a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States (c) an estate (other than a foreign estate), or (d) a domestic trust (as defined in Regulations Section 301.7701-7).

EXHIBIT 4

Vendor Information Not Required for W-9 Form

Remit Address (if different from above)

Company Name: _____
Contact Name: _____
Address: _____
Email: _____
Phone Number: _____
Fax Number: _____

ACH Information-Voluntary

ABA Routing#: 1113-2299-4
Contact Name: Judi L. Mead
Bank Account#: 4000001208
Bank Name: PlainsCapital Bank
ACH Email: jmead@mphlegal.com
Phone Number: (214) 754-9249
Fax Number: (214) 754-9250

I (we) authorize the City of Denton to deposit payments into the checking account listed. The authority remains in effect until the City of Denton has received written notification from me of termination in time to allow reasonable opportunity to act on it, or until the City of Denton has sent me written notice of termination of the agreement.

Vendor Signature [Handwritten Signature]

Print Name/Title Gregory C. Schaecher/Partner

Date 11/08/16

List Products and/or Services Interested in Bidding:

For Internal Use Only

- New Vendor
Vendor Change
Refund

Vendor Number [Box]

Requesting Department: _____ Date: _____

Department Representative (Printed Name) _____

Purchasing Signature: _____ Date: _____

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

EXHIBIT 4



Carlos H. Cascos
Secretary of State

Office of the Secretary of State

May 19, 2016

Law Offices McCall, Parkhurst & Horton, LLP
717 North Harwood, Ninth Floor
Dallas, TX 75201 USA

RE: MCCALL, PARKHURST & HORTON L.L.P.
File Number: 500026324

It has been our pleasure to file the Annual Report for the referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

If we may be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

EXHIBIT 4

Corporations Section
 P.O.Box 13697
 Austin, Texas 78711-3697



Carlos H. Cascos
 Secretary of State

**Office of the Secretary of State
 Packing Slip**

May 19, 2016
 Page 1 of 1

Law Offices McCall, Parkhurst & Horton, LLP
 717 North Harwood
 Ninth Floor
 Dallas, TX 75201

Batch Number: 67152842

Batch Date: **05-16-2016**

Client ID: **108746874**

Return Method: **Mail**

Document Number	Document Detail	Number / Name	Page Count	Fee
671528420002	Annual Report	MCCALL, PARKHURST & HORTON L.L.P.	0	\$3800.00
			Total Fees:	\$3,800.00

Payment Type	Payment Status	Payment Reference	Amount
Check	Received	70993	\$3,800.00
			Total: \$3,800.00

Total Amount Charged to Client Account: \$0.00
 (Applies to documents or orders where Client Account is the payment method)

Note to Customers Paying by Client Account: This is not a bill. Payments to your client account should be based on the monthly statement and not this packing slip. Amounts credited to your client account may be refunded upon request. Refunds (if applicable) will be processed within 10 business days.

User ID: SRANGEL

EXHIBIT 4

The State of Texas



Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

Phone: 512-463-5555
Fax: 512-463-5709
Dial 7-1-1 For Relay Services
www.sos.state.tx.us

Office of the Secretary of State

PLEASE NOTE:

The enclosed certificate is your official certificate of filing, which can be used as evidence of filing.

If you would like a file-stamped copy of the document you submitted, you may obtain it by contacting the certifying section in one of the following ways:

Phone: (512) 463-5578
Fax: (512) 463-2512
Mail: P.O. Box 13697, Austin, TX 78711
Email: corpcert@sos.texas.gov

OR

You may access the documents through our online system SOSDirect. A statutorily authorized \$1.00 search fee will be assessed. The search fee is waived if an order or filing is submitted on results of the search. For instructions on how to order online, please email copies@sos.texas.gov.



Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

MCCALL, PARKHURST & HORTON L.L.P.
File Number: 500026324

The undersigned, as Secretary of State of Texas, hereby certifies that the Annual Report for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 05/16/2016

Effective: 05/16/2016



A handwritten signature in black ink, appearing to read "Cascos" followed by a horizontal line.

Carlos H. Cascos
Secretary of State

Contract #6254

Exhibit C

Certificate of Insurance



EXHIBIT 4

CERTIFICATE OF LIABILITY INSURANCE

6/12/2017 DATE (MM/DD/YYYY) 9/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700
CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: Greenwich Insurance Company 22322
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES MCCPA01 CERTIFICATE NUMBER: 12453784 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Legal Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Coverage Subject To Actual Policy Terms, Conditions, and Exclusions.

CERTIFICATE HOLDER: 12453784 For Information Purposes Only
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

Contract #6254

Exhibit D

Conflict of Interest Forms

EXHIBIT 4

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

Gregory C. Schaecher

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has an employment or business relationship.

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

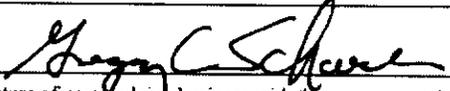
Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

4 I have no Conflict of Interest to disclose.

5 

Signature of person doing business with the governmental entity

11/08/16

Date

