

**RICHARDSON CITY COUNCIL  
MONDAY, JULY 28, 2014  
WORK SESSION AT 6:00 PM; COUNCIL MEETING AT 7:30 PM  
CIVIC CENTER/CITY HALL, 411 W. ARAPAHO, RICHARDSON, TX**

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The Richardson City Council will conduct a Work Session at 6:00 p.m. on Monday, July 28, 2014 in the Richardson Room of the Civic Center, 411, W. Arapaho Road, Richardson, Texas. The Work Session will be followed by a Council Meeting at 7:30 p.m. in the Council Chambers. Council will reconvene the Work Session following the Council Meeting if necessary.

As authorized by Section 551.071 (2) of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

**WORK SESSION – 6:00 PM, RICHARDSON ROOM**

• **CALL TO ORDER**

**A. REVIEW AND DISCUSS ITEMS LISTED ON THE CITY COUNCIL MEETING AGENDA**

*The City Council will have an opportunity to preview items listed on the Council Meeting agenda for action and discuss with City Staff.*

**B. REVIEW AND DISCUSS THE PROPOSED FEE RECOMMENDATIONS FOR THE FISCAL YEAR 2014 – 2015 BUDGET**

**C. REVIEW AND DISCUSS THE RECYCLING MARKETING PLAN**

**D. REVIEW AND DISCUSS THE DRAINAGE UTILITY PROGRAM UPDATE**

**E. REPORT ON ITEMS OF COMMUNITY INTEREST**

*The City Council will have an opportunity to address items of community interest, including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the City of Richardson; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the City of Richardson that was attended or is scheduled to be attended by a member of the City Council or an official or employee of the City of Richardson; and announcements involving an imminent threat to the public health and safety of people in the City of Richardson that has arisen after posting the agenda.*

**COUNCIL MEETING – 7:30 PM, COUNCIL CHAMBERS**

**1. INVOCATION – BOB TOWNSEND**

**2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – BOB TOWNSEND**

**3. MINUTES OF THE JULY 14, 2014 MEETING, JULY 15-16 BUDGET RETREAT MEETINGS, AND JULY 21, 2014 MEETING**

**4. VISITORS**

*The City Council invites citizens to address the Council on any topic not already scheduled for Public Hearing. Citizens wishing to speak should complete a "City Council Appearance Card" and present it to the City Secretary prior to the meeting. Speakers are limited to 5 minutes and should conduct themselves in a civil manner. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. However, your concerns will be addressed by City Staff, may be placed on a future agenda, or by some other course of response.*

**ACTION ITEMS:**

5. A REQUEST BY SCOT WHITWER OF CB JENI HOMES, ON BEHALF OF L & B REALTY ADVISORS, FOR APPROVAL OF BUILDING ELEVATIONS FOR NINETEEN (19) TOWNHOMES TO BE LOCATED ON THE EAST SIDE OF THE FLOYD BRANCH CREEK, NORTH OF SPRING VALLEY ROAD, BETWEEN JACOB DRIVE AND KAREN CROSSING WITHIN THE BRICK ROW DEVELOPMENT. THE SUBJECT PROPERTY IS ZONED PD PLANNED DEVELOPMENT.
6. SCB CASE #14-09: TO CONSIDER THE REQUEST OF APPLEBEE'S FOR A VARIANCE TO THE CITY OF RICHARDSON CODE OF ORDINANCES CHAPTER 18, ARTICLE III, SECTION 18-96(23)(B)(3)(i), CHAPTER 18, ARTICLE III, SECTION 18-96(23)(D)(3), AND CHAPTER 18, ARTICLE III, SECTION 18-96(2)(B)(3)(iii) FOR A POLE SIGN 35 FEET IN HEIGHT AND 207 SQ.FT. IN AREA, WITHIN 60 FEET OF AN ATTACHED BUILDING SIGN AND TO ALLOW FOR 37 SQ.FT. OF ATTACHED SIGNAGE MORE THAN WHAT IS PERMITTED IN A COMMERCIAL ZONED DISTRICT ON THE PROPERTY LOCATED AT 125 N. PLANO RD.; AND TAKE APPROPRIATE ACTION.
7. CONSIDER ADOPTION OF ORDINANCE NO. 4059, PROVIDING FOR THE DISSOLUTION OF THE RICHARDSON HOSPITAL AUTHORITY; FINDING THAT THE DISSOLUTION OF THE RICHARDSON HOSPITAL AUTHORITY IS AUTHORIZED BY TEXAS HEALTH AND SAFETY CODE SECTION 262.005(B); AND CONFIRMING THAT THE RICHARDSON HOSPITAL AUTHORITY HAS PROVIDED FOR THE SALE AND TRANSFER OF THE AUTHORITY'S ASSETS AND LIABILITIES AS REQUIRED BY TEXAS HEALTH & SAFETY CODE 262.005(B).
8. CONSIDER ADOPTION OF ORDINANCE NO. 4060, AUTHORIZING THE ISSUANCE OF CITY OF RICHARDSON, TEXAS, ADJUSTABLE RATE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2014A AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

**9. CONSENT AGENDA:**

*All items listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be removed from the Consent Agenda and discussed separately.*

**A. ADOPTION OF THE FOLLOWING ORDINANCES:**

1. ORDINANCE NO. 4061, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF RICHARDSON, AS HERETOFORE AMENDED, SO AS TO GRANT A CHANGE IN ZONING FROM O-M OFFICE TO PD PLANNED DEVELOPMENT FOR O-M OFFICE DISTRICT FOR 2.907 ACRES LOCATED AT THE SOUTHWEST QUADRANT OF JONSSON BOULEVARD AND TATUM STREET.
  2. ORDINANCE NO. 4062, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF RICHARDSON, AS HERETOFORE AMENDED, BY AMENDING AND RESTATING ORDINANCE NO. 4008 BY APPROVING A REVISED CONCEPT PLAN AND APPROVING BUILDING ELEVATIONS FOR A LIMITED SERVICE SUITE HOTEL ON A 2.351-ACRE TRACT ZONED I-M(1) INDUSTRIAL, LOCATED AT 2250 N. GLENVILLE DRIVE.
- B. CONSIDER RESOLUTION NO. 14-16, APPROVING THE TERMS AND CONDITIONS OF AMENDMENT #2 TO THE LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENT BY AND BETWEEN THE CITY OF RICHARDSON, TEXAS, AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION TO ADD THE GREEN RIBBON LANDSCAPING PROGRAM FOR THE GALATYN PARKWAY PROJECT; AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER.**

- C. AUTHORIZE THE ADVERTISEMENT OF BID #60-14 – RICHARDSON ANIMAL SHELTER CLINIC ADDITION. BIDS TO BE RECEIVED BY THURSDAY, AUGUST 28, 2014 AT 2:00 P.M.
- D. AUTHORIZE THE ADVERTISEMENT OF COMPETITIVE SEALED PROPOSAL NO. #904-14 – APPROVAL OF PLANS AND CONTRACT DOCUMENTS FOR THE 2015 RENNER TOWER REHAB PROJECT. COMPETITIVE SEALED PROPOSALS TO BE RECEIVED BY THURSDAY, AUGUST 14, 2014 AT 2:00 P.M.
- E. CONSIDER AWARD OF BID #41-14 – WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT WITH PROTECT ENVIRONMENTAL SERVICES, INC., FOR HAZARDOUS MATERIALS EMERGENCY RESPONSE SERVICES PURSUANT TO UNIT PRICES AND PERCENTAGE OF DISCOUNT FROM LIST PRICES.
- F. AUTHORIZE THE CITY MANAGER TO EXECUTIVE CHANGE ORDER NO. 1 TO DECREASE PURCHASE ORDER NO. 140701 TO 3D PAVING & CONTRACTING LLC FOR THE 2010 SIDEWALK REPLACEMENT PROJECT REGION 10 IN THE AMOUNT OF (\$228,850.00).
- G. AUTHORIZE THE CITY MANAGER TO EXECUTIVE CHANGE ORDER NO. 1 TO INCREASE PURCHASE ORDER NO. 131567 TO ESTRADA CONCRETE CO. FOR THE 2010 SIDEWALK REPLACEMENT PROJECT REGIONS 9 & 11 IN THE AMOUNT OF \$274,300.00.

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### **EXECUTIVE SESSION**

In compliance with Section 551.087(1) and (2) of the Texas Government Code, Council will convene into a closed session to discuss the following:

- Deliberation Regarding Economic Development Negotiations
  - Commercial Development – U.S. 75/Floyd Rd. and President George Bush Turnpike/Wyndham Ln. Areas

### **RECONVENE INTO REGULAR SESSION**

Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.

- **ADJOURN**

I CERTIFY THE ABOVE AGENDA WAS POSTED ON THE BULLETIN BOARD AT THE CIVIC CENTER/CITY HALL ON FRIDAY, JULY 25, 2014, BY 5:00 P.M.

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AIMEE NEMER, CITY SECRETARY

ACCOMMODATION REQUESTS FOR PERSONS WITH DISABILITIES SHOULD BE MADE AT LEAST 48 HOURS PRIOR TO THE MEETING BY CONTACTING SUSAN MATTISON, ADA COORDINATOR, VIA PHONE AT 972 744-0809, VIA EMAIL AT ADACoordinator@cor.gov, OR BY APPOINTMENT AT 1621 E. LOOKOUT DRIVE, RICHARDSON, TX 75082.



City of Richardson  
City Council Worksession  
Agenda Item Summary



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**Worksession Meeting Date:** Monday, July 28, 2014

**Agenda Item:** Discuss and review proposed fee recommendations for the Fiscal Year 2014-2015 Budget.

**Staff Resource:** Shanna Sims-Bradish, Assistant City Manager  
Kent Pfeil, Director of Finance

**Summary:** City staff will present recommendations for proposed fee changes for City Council consideration in the development of the Fiscal Year 2014-2015 Budget for the General Fund, Water/Sewer Fund and Solid Waste Fund.

**Board/Commission Action:** N/A

**Action Proposed:** N/A

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City of Richardson  
City Council Worksession  
Agenda Item Summary



**City Council Meeting Date:** Monday, July 28, 2014

**Agenda Item:** Review and Discuss the Recycling Marketing Plan

**Staff Resource:** Don Magner, Assistant City Manager

**Summary:** Staff will present a draft marketing plan designed to increase the amount of recyclables collected via the City's recycling programs. In addition to presenting the results of the recent city-wide recycling survey, staff will present a variety of proposed expanded programs aimed at increasing the number of people that recycle and decreasing the amount of contamination in said recyclables.

**Board/Commission Action:** N/A

**Action Proposed:** N/A



City of Richardson  
City Council Worksession  
Agenda Item Summary



**Worksession Meeting Date:** Monday, July 28, 2014

**Agenda Item:** Drainage Utility Program Update

**Staff Resource:** Cliff Miller, Assistant City Manager  
Steve Spanos, Director of Engineering  
Jim Lockart, Assistant Director of Engineering

**Summary:** The Richardson Drainage Utility System was established by ordinance November 28, 2011. The drainage utility system allows the City to continue to sustain its environmental and regulatory obligations for storm water management, enhance its annual maintenance and capital work plan in response to community needs and expectations and allocate the cost of drainage related services through an equitable rate method. Staff will review work completed in the first two years of the program, discuss the current year work plan and present the proposed work plan for FY2014-2015.

**Board/Commission Action:** N/A

**Action Proposed:** N/A



**MINUTES**  
**RICHARDSON CITY COUNCIL**  
**WORK SESSION AND COUNCIL MEETING**  
**JULY 14, 2014**

**WORK SESSION – 6:00 P.M.:**

- **Call to Order**

Mayor Pro Tem Townsend called the meeting to order at 6:00 p.m. with the following Council members present:

Laura Maczka	Mayor (arrived at 6:08 p.m.)
Bob Townsend	Mayor Pro Tem
Mark Solomon	Councilmember
Scott Dunn	Councilmember
Kendal Hartley	Councilmember
Paul Voelker	Councilmember
Steve Mitchell	Councilmember

The following staff members were also present:

Dan Johnson	City Manager
David Morgan	Deputy City Manager
Cliff Miller	Assistant City Manager Development Services
Don Magner	Assistant City Manager Community Services
Shanna Sims-Bradish	Assistant City Manager Admin/Leisure Services
Aimee Nemer	City Secretary
Taylor Paton	Management Analyst
Michael Spicer	Development Services Director
Dave Carter	Assistant Development Services Director
Tina Firgens	Planning Projects Manager
Keith Krum	Senior Planner
Hunter Stephens	Utility Systems Supervisor

**A. REVIEW AND DISCUSS ITEMS LISTED ON THE CITY COUNCIL MEETING AGENDA**

Michael Spicer, Director of Development Services, reviewed Zoning File 14-16 and 14-18. Don Magner, Assistant City Manager, reviewed Sign Control Board Case 14-07, 14-08, and 14-09.

**B. REVIEW AND DISCUSS STREET CROSS-SECTION DESIGNS FOR BELT LINE RD. /MAIN ST.**

Tina Firgens, Planning Projects Manager, and Mark Bowers, Consultant from Kimley Horn, reviewed the proposed cross sections for Belt Line Road and Main Street.

**C. REVIEW AND DISCUSS THE CITY'S ECONOMIC DEVELOPMENT INCENTIVE TOOLBOX**

David Morgan, Deputy City Manager, reviewed the City's economic development goals and strategies, the use of incentives, a history of 4A/4B cities, Richardson's current inventory of incentives, and the proposed enhancements to economic development tools:

- Economic Development Projects in TIF Zones Consider using some portion of non-designated fund balances for individual projects
- Property Tax Dedication for Economic Development Evaluating in the 2014/15 budget the ability to shift ½ penny of the property tax from the debt rate to the operations rate and dedicating the use for economic development
- Entrepreneurship Enhancements Developing an enhanced entrepreneurship strategy with the Chamber for future City Council consideration

#### **D. REVIEW AND DISCUSS THE CHARTER REVIEW PROCESS**

Shanna Sims-Bradish, Assistant City Manager, reviewed this item for Council explaining the proposed webpage, application, and communication for the Charter Review process.

#### **E. REVIEW AND DISCUSS THE STATUS OF WATER RESTRICTIONS**

Don Magner, Assistant City Manager, reviewed a revised watering schedule for Stage 3 Water Restrictions.

#### **F. REPORT ON ITEMS OF COMMUNITY INTEREST**

There were no items of community interest reported.

### **COUNCIL MEETING – 7:30 PM, COUNCIL CHAMBERS**

- 1. INVOCATION – STEVE MITCHELL**
- 2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – STEVE MITCHELL**
- 3. MINUTES OF THE JUNE 23, 2014 MEETING**

#### **Council Action**

Councilmember Hartley moved to approve the Minutes as presented. Councilmember Voelker seconded the motion. A vote was taken and passed, 7-0.

#### **4. VISITORS**

Mr. Charlie Newton addressed Council and offered blessings for the City. Ms. Elise Doherty and Suzanne Root addressed Council with concerns about the trash receptacles at Promenade Center. Mr. Jerry Nichols addressed Council to inform them of Senior Awareness Day, co-sponsored by State Representative Angie Chen Button and the cities of Richardson and Garland.

#### **5. PRESENT PROCLAMATION TO JOSHUA CHARI.**

#### **Council Action**

Mayor Maczka presented a proclamation to Joshua Chari recognizing his accomplishments of earning two college degrees while still in high school.

#### **PUBLIC HEARING ITEMS:**

- 6. PUBLIC HEARING, ZONING FILE 14-16, A REQUEST BY KAYMAN WONG, REPRESENTING EVERGREEN DEVCO, INC., FOR A CHANGE IN ZONING**

**FROM O-M OFFICE WITH SPECIAL CONDITIONS TO PD PLANNED DEVELOPMENT FOR THE DEVELOPMENT OF A CHILDCARE CENTER ON A PORTION OF A 2.91-ACRE LOT LOCATED AT THE SOUTHWEST CORNER OF JONSSON BOULEVARD AND TATUM STREET. THE PROPERTY IS CURRENTLY ZONED O-M OFFICE.**

**Public Hearing**

The applicant, Alex Gonzalez, was present to answer questions from Council. There were no other public comments submitted. Councilmember Solomon moved to close the Public Hearing, seconded by Councilmember Hartley, and approved unanimously.

**Council Action**

Councilmember Solomon moved to approve the request with the bus parking to be located on Tatum Street and the sidewalk on Jonsson Street to be meandering rather than straight. Mayor Pro Tem Townsend seconded the motion. A vote was taken and passed, 7-0.

- 7. PUBLIC HEARING, ZONING FILE 14-18, A REQUEST BY NICK PATEL, REPRESENTING RICHARDSON LODGING II, TO REVOKE ORDINANCE NO. 4008, A SPECIAL PERMIT FOR A LIMITED SERVICE SUITE HOTEL, AND APPROVAL OF A NEW SPECIAL PERMIT FOR A LIMITED SERVICE SUITE HOTEL AT 2250 N. GLENVILLE DRIVE, THE NORTHEAST CORNER OF GREENVILLE AVENUE AND GLENVILLE DRIVE. THE PROPERTY IS CURRENTLY ZONED I-M(1) INDUSTRIAL.**

**Public Hearing**

Nick Patel, the applicant, was present to answer Council questions. There were no other public comments submitted. Councilmember Mitchell moved to close the Public Hearing, seconded by Councilmember Hartley, and approved unanimously.

**Council Action**

Councilmember Scott moved to approve the request as presented. Councilmember Hartley seconded the motion. A vote was taken and passed, 7-0.

**8. CONSENT AGENDA:**

**A. ADOPTION OF THE FOLLOWING ORDINANCES:**

- 1. ORDINANCE NO. 4057, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF RICHARDSON, AS HERETOFORE AMENDED, SO AS TO GRANT A CHANGE IN ZONING TO GRANT A SPECIAL PERMIT FOR AN EVENT/COMMUNITY CENTER WITH SPECIAL CONDITIONS ON A 3.42-ACRE TRACT ZONED I-M(1) INDUSTRIAL, LOCATED AT 999 E. ARAPAHO ROAD, RICHARDSON, TEXAS.**
- 2. ORDINANCE NO. 4058, AUTHORIZING THE CITY MANAGER OF THE CITY OF RICHARDSON TO EXECUTE THE NECESSARY AGREEMENTS AND INSTRUMENTS FOR THE CONVEYANCE TO THE NORTH TEXAS MUNICIPAL WATER DISTRICT OF A**

**DRAINAGE EASEMENT OVER A 0.287 ACRE TRACT OF LAND OUT OF THE THOMAS VANCE SURVEY, ABSTRACT NO. 940, CITY OF RICHARDSON, COLLIN COUNTY, TEXAS.**

**B. CONSIDER RESOLUTION NO. 14-15, APPROVING THE TERMS AND CONDITIONS OF THE 2014 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FUNDS SHARING AND FISCAL AGENCY AGREEMENT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT.**

**C. CONSIDER AWARD OF THE FOLLOWING BIDS:**

- 1. BID #57-14 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO PROFESSIONAL TURF PRODUCTS, L.P., FOR THE CO-OP PURCHASE OF A GREENS MOWER AND A SAND TRAP RAKE FOR THE SHERRILL PARK GOLF COURSE THROUGH THE TEXAS LOCAL GOVERNMENT STATEWIDE PURCHASING COOPERATIVE BUYBOARD CONTRACT #447-14 FOR A TOTAL EXPENDITURE OF \$57,635.34.**
- 2. BID #58-14 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO INTERSPEC, LLC, FOR THE CO-OP PURCHASE OF MOTOROLA AND ARAD IRRIGATION CONTROLLERS FOR THE PARKS DEPARTMENT PURSUANT TO UNIT PRICES THROUGH THE TEXAS LOCAL GOVERNMENT STATEWIDE PURCHASING COOPERATIVE BUYBOARD CONTRACT #447-14 IN AN ESTIMATED AMOUNT OF \$80,000.**
- 3. BID #59-14 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO SYNETRA, INC., FOR THE CO-OP PURCHASE OF CISCO UCS BLADE TECHNOLOGY EQUIPMENT FOR THE SCADA UPGRADE THROUGH THE DEPARTMENT OF INFORMATION RESOURCES CONTRACT #DIR-TSO-2542 IN THE AMOUNT OF \$102,973.12.**

**Council Action**

Mayor Pro Tem Townsend moved to approve the Consent Agenda as presented. Councilmember Hartley seconded the motion. A vote was taken and passed, 7-0.

**9. RECEIVE THE JULY 9, 2014 SIGN CONTROL BOARD MINUTES AND CONSIDER FINAL APPROVAL OF SCB CASE 14-07, SHELL, SCB CASE 14-08, UT SOUTHWESTERN CLINICAL CENTER, AND SCB CASE 14-09, APPLEBEE'S.**

**Council Action**

Councilmember Mitchell moved to approve SCB Case # 14-07 and 14-08 and schedule SCB Case # 14-09, Applebee's, for a future meeting. Councilmember Solomon seconded the motion. A vote was taken and passed, 7-0.

**ADJOURNMENT**

With no further business, the meeting was adjourned at 10:15 p.m.

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MAYOR

ATTEST:

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CITY SECRETARY

**MINUTES**  
**RICHARDSON CITY COUNCIL**  
**BUDGET RETREAT COUNCIL WORK SESSION**  
**JULY 15 AND 16, 2014**  
**RICHARDSON WOMAN'S CLUB**  
**2005 N. CLIFFE – CLUBHOUSE**  
**RICHARDSON, TEXAS 75082**

**BUDGET RETREAT – 6:00 P.M., CLUBHOUSE**

- **Call to Order**

Mayor Maczka called the meeting to order at 6:07 p.m. with the following Council members present:

Laura Maczka	Mayor
Bob Townsend	Mayor Pro Tem
Mark Solomon	Councilmember
Scott Dunn	Councilmember
Kendal Hartley	Councilmember
Paul Voelker	Councilmember
Steve Mitchell	Councilmember

The following staff members were also present:

Dan Johnson	City Manager
David Morgan	Deputy City Manager
Cliff Miller	Assistant City Manager Development Services
Don Magner	Assistant City Manager Community Services
Shanna Sims-Bradish	Assistant City Manager Admin/Leisure Services
Kent Pfeil	Director of Finance
Gary Beane	Budget Officer
Bob Clymire	Assistant Budget Officer

**A. VISITORS**

There were no visitors comments submitted.

**B. REVIEW AND DISCUSS FISCAL YEAR 2014-2015 BUDGET FOR OPERATIONS, CAPITAL IMPROVEMENTS, AND DEBT SERVICE**

- Dan Johnson, City Manager, provided an overview of the budget.
- Gary Beane, Budget Officer, provided highlights of the General Fund.
- David Morgan, Deputy City Manager, provided highlights of the Debt Fund.

**RECESS**

Mayor Maczka called a recess at 8:38 p.m. and reconvened at 8:51 p.m. At 10:29 p.m., Mayor Maczka recessed the meeting until July 16, 2014 at 6:00 p.m.

**JULY 16, 2014**

Mayor Maczka reconvened the meeting at 6:04 p.m. The following items were discussed:

- Water and Sewer Fund Overview

- Solid Waste Fund
- Golf Fund
- Hotel/Motel Fund

**ADJOURNMENT**

With no further business, the meeting was adjourned at 8:35 p.m.

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MAYOR

ATTEST:

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CITY SECRETARY

**MINUTES**  
**RICHARDSON CITY COUNCIL**  
**WORK SESSION MEETING**  
**JULY 21, 2014**

**WORK SESSION – 6:00 P.M.:**

- **Call to Order**

Mayor Maczka called the meeting to order at 6:50 p.m. with the following Council members present:

Laura Maczka	Mayor
Bob Townsend	Mayor Pro Tem
Mark Solomon	Councilmember
Scott Dunn	Councilmember
Steve Mitchell	Councilmember

Absent:

Kendal Hartley	Councilmember
Paul Voelker	Councilmember

The following staff members were also present:

Dan Johnson	City Manager
David Morgan	Deputy City Manager
Cliff Miller	Assistant City Manager Development Services
Don Magner	Assistant City Manager Community Services
Shanna Sims-Bradish	Assistant City Manager Admin/Leisure Services
Aimee Nemer	City Secretary
Susan Allison	Library Director

Guests:

Tom Kula, Executive Director, North Texas Municipal Water District  
Mike Rickman, Deputy Director, North Texas Municipal Water District  
Judd Sanderson, Finance Director, North Texas Municipal Water District

**A. VISITORS**

There were no visitors comments submitted.

**B. INTRODUCTION OF NEWLY APPOINTED LIBRARY DIRECTOR SUSAN ALLISON**

Shanna Sims-Bradish, Assistant City Manager, introduced Library Director Susan Allison. Ms. Allison made some introductory comments and introduced newly appointed Assistant Library Director, Janet Vance.

**C. REVIEW AND DISCUSS NORTH TEXAS MUNICIPAL WATER DISTRICT WATER SUPPLY PLAN AND PROJECTS**

Representatives from the North Texas Municipal Water District provided an update on the water supply plan and long term water supply projects.

**D. REVIEW AND DISCUSS THE RICHARDSON HOSPITAL AUTHORITY DISSOLUTION**

David Morgan, Deputy City Manager, provided a report on the history of the Richardson Hospital Authority, the purchase and transfer of the hospital, and explained next steps for the Council to ratify the dissolution of the Richardson Hospital Authority.

**E. REPORT ON ITEMS OF COMMUNITY INTEREST**

Mayor Maczka reported on the ground breaking ceremonies for Raytheon. Councilmember Solomon reported that 1050 BBQ would be opening in mid-August.

**EXECUTIVE SESSION**

In compliance with Section 551.087 (1) and (2) of the Texas Government Code, Council will convene into a closed session to discuss the following:

- Deliberation Regarding Economic Development Negotiations
  - Commercial Development – Coit Rd./Belt Line Rd., Collins Blvd./Glenville Dr., and Synergy Park Blvd./N. Floyd Rd. Areas

**Council Action**

Council convened into Executive Session at 8:20 p.m.

**RECONVENE INTO REGULAR SESSION**

Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.

**Council Action**

Council reconvened into Regular Session at 9:26 p.m. There was no action as a result of the Executive Session.

**ADJOURNMENT**

With no further business, the meeting was adjourned at 9:26 p.m.

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MAYOR

ATTEST:

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CITY SECRETARY



City of Richardson  
City Council Meeting  
Agenda Item Summary



**City Council Meeting Date:** Monday, July 28, 2014

**Agenda Item:** Brick Row Townhomes

**Staff Resource:** Michael Spicer  
Director of Development Services

**Summary** This is a request to approve building elevations for nineteen (19), four, five and six-unit, two-story townhome buildings with rear-entry garages.

**Board/Commission Action:** On July 1, 2014, the City Plan Commission unanimously recommended approval of the request as presented.

**Action Proposed** The City Council may approve the request as presented, approve with conditions, or deny.



City of Richardson  
City Council Worksession  
Agenda Item Summary



- Worksession Meeting Date:** Monday, July 28, 2014
- Agenda Item:** Sign Control Board Case 14-09
- Staff Resource:** Don Magner, Assistant City Manager of Community Services
- Summary:** Consider the request of request of Applebee's for a variance to the City of Richardson Code of Ordinances, Chapter 18, Article III, Section 18-96(23)(B)(3)(i), Chapter 18, Article III, Section 18-96(23)(D)(3), and Chapter 18, Article III, Section 18-96(2)(B)(3)(iii) for a pole sign 35 feet in height and 207 sq. ft. in area within 60 feet of an attached building sign and to allow for 37 sq. ft. of attached signage more than what is permitted in a commercial zoned district on the property located at 125 N Plano Rd.
- Board/Commission Action:** The Sign Control Board voted unanimously to approve SCB Case 14-09 with the following stipulations: The pole sign cannot be taller than 21' tall and 87.75 sq. ft. in area.
- Action Proposed:** Approve, Approve with conditions, or Deny the request.
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**CITY OF RICHARDSON  
SIGN CONTROL BOARD MINUTES – JULY 9, 2014**

Ms. Dorthy McKearin, Chair, called a regular meeting of the Sign Control Board to order at 6:33 p.m. on Wednesday, July 9, 2014, at the Civic Center Council Chamber, 411 W. Arapaho Road, Richardson, Texas.

MEMBERS PRESENT:                   DORTHY MCKEARIN, CHAIR  
  SANDRA MOUDY, VICE CHAIR  
  MUHAMMAD Z. IKRAM, MEMBER  
  SCOTT PETTY, ALTERNATE  
  ALICIA MARSHALL, ALTERNATE

MEMBERS ABSENT:                   CHIP IZARD, MEMBER  
  CHARLES WARNER, MEMBER

CITY STAFF PRESENT               STEPHANIE JACKSON, COMMUNITY SVCS MGR.  
  STEPHEN PAPANIA, CODE ENFORCEMENT OFC.

Ms. McKearin stated (1) there is a quorum present, (2) Ms. Marshall will vote in the place of Mr. Izard's absence and (3) Scott Petty will vote in the place of Mr. Warner's absence.

Mr. Petty made a motion to approve the minutes of the June 4, 2014 meeting. The motion was seconded by Mr. Ikram and it carried unanimously.

SCB CASE #14-07: PUBLIC HEARING FOR SIGN CONTROL BOARD CASE #14-07 TO CONSIDER THE REQUEST OF SHELL FOR A VARIANCE TO THE CITY OF RICHARDSON CODE OF ORDINANCES, CHAPTER 18, ARTICLE III, SECTION 18-96(23)(B)(3)(i) TO ALLOW FOR A POLE SIGN 40 FEET IN HEIGHT AND 92.83 SQ.FT. IN AREA, WITH A DIGITAL DISPLAY, IN A LOCAL RETAIL ZONED DISTRICT ON THE PROPERTY LOCATED AT 2001 N. CENTRAL EXPY.; AND TAKE APPROPRIATE ACTION.

Ms. McKearin opened the Public Hearing and Ms. Jackson introduced the request of Shell for a variance to the City of Richardson Code of Ordinances, Chapter 18, Article III, Section 18-96(23)(b)(3)(i) to allow for a pole sign 40 feet in height and 92.83 sq.ft. in area, with a digital display, in a local retail zoned district on the property located at 2001 N. Central Expy.; A power point presentation was shown for review.

Ms. McKearin asked if the applicant was present.

Mr. Tommy Bell, 4250 Action Dr, Mesquite, TX, the representative of Barnett Signs, stated the pole sign at Shell is an existing structure and that the height and square footage would not increase. Mr. Bell stated sign the intent of the request was to change the sign so that it would display fuel prices in LED letters. Mr. Bell stated that the LED display would only be able to display numerical values and that it would not be able to display any other message, nor would it be able to flash or scroll. Mr. Bell stated that the height of the sign would remain at 40 feet for visibility reasons, because the Shell has highway frontage and is located at an overpass.

Mr. Petty asked how often prices change. Mr. Bell stated that the frequency of price changes can vary from a couple times per week to several times per day depending on the oil industry, but usually they only change a few times per week. Ms. McKearin asked Mr. Bell if he was aware that the City Ordinance only allows for digital displays to change copy once every ten minutes. Mr. Bell stated that he understood.

Mr. Ikram asked if the LED display of the prices would be wirelessly controlled. Mr. Bell stated fuel price displays can now be changed from anywhere in the world and many gas stations are altering their signs in this way because the stations are corporate owned and they have the capability of changing the display of several stations within an area all at once. Mr. Bell stated that the pumps are automated and connected to the cash register. Mr. Bell stated that if a station does not have an LED display it can take 15 minutes or longer to manually change out the display of the prices which can create a discrepancy in fuel pricing. Mr. Bell stated that manually changing the display is also dangerous because the digits are 2 feet tall and if they fall they could injure someone.

Ms. Moudy stated that she understood the need for the LED display but the messages at the top of the sign created a clutter. Mr. Bell stated that the existing pole sign has a gap between the top of the sign and the middle portion of the sign and the proposed sign would shift the middle portion of the sign to the top so there is no gap and the fuel prices would be visible from the highway. Mr. Bell stated that the sign is also updated with a new image to show that the shell has a food mart and a car wash.

Mr. Ikram asked if one of the price displays from the existing sign was going to be removed from the digital display. Mr. Bell stated that the LED display will have two prices but the diesel price is smaller and green. Ms. Moudy asked what was displayed in red. Mr. Bell stated that the unleaded fuel price was red. Ms. Moudy asked what was displayed under the diesel price. Mr. Bell stated that it reads "V Power" which is Shell's brand of fuel. Mr. Bell stated that this specification is required by Shell to be displayed on their signs. Ms. Moudy stated that she understood why it is displayed but that it looks cluttered. Mr. Bell stated that he would be removing one of the existing sign cabinets to accommodate the LED pricing.

Ms. Moudy asked if Mr. Bell designed the sign. Mr. Bell stated that the sign would be built to Shell's design specifications. Mr. Petty asked if the poles would remain the same. Mr. Bell stated that it would be repainted.

Ms. McKearin closed the public hearing on Case #14-07 and asked for any further questions from the Board. Mr. Petty stated that he understood the need for Shell to change the pole sign so that it had an LED display. There being no further comments from the Board, Ms. McKearin asked for a motion.

Ms. Moudy moved to approve the SCB Case #14-07. Ms. Marshall seconded the motion and it carried unanimously.

SCB CASE #14-08: PUBLIC HEARING FOR SIGN CONTROL BOARD CASE #14-08 TO CONSIDER THE REQUEST OF UT SOUTHWESTERN CLINICAL CENTER FOR A

VARIANCE TO THE CITY OF RICHARDSON CODE OF ORDINANCES, CHAPTER 18, ARTICLE III, SECTION 18-96(2)(D)(2) TO ALLOW FOR AN ATTACHED BUILDING SIGN ABOVE THE ROOFLINE IN A TECHNICAL OFFICE ZONED DISTRICT ON THE PROPERTY LOCATED AT 3030 WATERVIEW PARKWAY; AND TAKE APPROPRIATE ACTION.

Ms. Jackson introduced the request of UT Southwestern Clinical Center for a variance to the City of Richardson Code of Ordinances, Chapter 18, Article III, Section 18-96(2)(D)(2) to allow for an attached building sign above the roofline in a technical office zoned district on the property located at 3030 Waterview Pkwy; A power point presentation was shown for review.

Ms. McKearin asked for comments from the applicant.

Steve Benson, 2611 Anjon Dr, Dallas, Texas, the representative of Artografx, stated the medical clinic previously obtained a variance for an additional sign, which was granted, but they are requesting an additional variance to move the sign up onto an engineered wall so that it would be more visible above the trees on the property. Mr. Benson stated that they were limited where they could locate signs at the site and that patients of UT Southwestern were having difficulty finding the clinic. Mr. Benson said that the majority of patients visiting the clinic are coming from the south and they cannot see the clinic when they are driving up Waterview Pkwy. Mr. Benson said that the wall above the roofline is engineered and could support the weight of the sign.

Steve Whitson, 5323 Harry Hines Blvd, Dallas, TX, the representative of UT Southwestern Medical Center, stated that the clinic is expanding and has recently added infusion and cancer clinics. Mr. Whitson stated that with the increased number of patients they have received numerous complaints that the clinic is difficult to find. Mr. Whitson said that if the sign was more visible it would decrease the stress of their patients and prevent them from being late to their appointments.

Ms. McKearin asked if the clinic has considered adding ingress from Waterview Pkwy. Mr. Whitson said that they do not own the building facing Waterview Pkwy and that they have invested a lot of money into the property but have not been able to get an additional ingress into the parking lot. Ms. McKearin asked if the facility is primarily used for cancer treatment. Mr. Whitson stated that the facility is also used for family medicine, OBGYN, sports medicine, physical therapy, chemotherapy infusion, outpatient cancer services, behavioral therapy, and an imaging center.

Mr. Ikram asked if they were moving the existing sign up and if the size and image would remain the same. Mr. Benson stated that the existing sign would be removed and replaced with a slightly larger sign above the roofline but the image would remain the same. Ms. Moudy asked if the sign would be rebuilt. Mr. Benson stated that they would build a slightly larger sign. Mr. Petty asked if the new sign would look the same as the existing sign. Mr. Benson stated that the new sign would have the exact same look as the existing sign.

Ms. Moudy asked if walk-in patients visited the clinic or if all patients visited by appointment only. Mr. Whitson stated that they did have walk-in patients for primary care, imaging, and laboratory services. Ms. Moudy asked how tall the building was. Mr. Whitson stated that the building is two stories tall. Ms. Moudy asked if the monument signs helped. Mr. Whitson stated that the monument signs show the addresses for all three buildings at the property and do not help provide direction to patients. Mr. Benson stated that his company built the monument signs and they were limited by the amount of space available because they are multi-tenant signs.

Ms. Moudy stated that it was important for the community to be able to locate the building and that she was unable to find the building when she drove on Waterview Pkwy. Ms. McKearin asked if trimming the trees would help provide visibility. Mr. Benson stated that in most cities they are unable to trim or remove trees due to City requirements for landscaping.

Ms. McKearin closed the public hearing on SCB Case #14-08 and asked for any further questions from the Board. There being no further comments from the Board, Ms. McKearin' asked for a motion.

Mr. Petty moved to approve SCB Case #14-08. Mr. Ikram seconded the motion and it carried unanimously.

SCB CASE #14-09: PUBLIC HEARING FOR SIGN CONTROL BOARD CASE #14-09 TO CONSIDER THE REQUEST OF APPLEBEE'S FOR A VARIANCE TO THE CITY OF RICHARDSON CODE OF ORDINANCES CHAPTER 18, ARTICLE III, SECTION 18-96(23)(B)(3)(i), CHAPTER 18, ARTICLE III, SECTION 18-96(23)(D)(3), AND CHAPTER 18, ARTICLE III, SECTION 18-96(2)(B)(3)(iii) FOR A POLE SIGN 35 FEET IN HEIGHT AND 207 SQ.FT. IN AREA, WITHIN 60 FEET OF AN ATTACHED BUILDING SIGN AND TO ALLOW FOR 37 SQ.FT. OF ATTACHED SIGNAGE MORE THAN WHAT IS PERMITTED IN A COMMERCIAL ZONED DISTRICT ON THE PROPERTY LOCATED AT 125 N. PLANO RD.; AND TAKE APPROPRIATE ACTION.

Ms. Jackson introduced the request of Applebee's for a variance to the City of Richardson Code of Ordinances, Chapter 18, Article III, Section 18-96(23)(B)(3)(i), Chapter 18, Article III, Section 18-96(23)(D)(3), and Chapter 18, Article III, Section 18-96(2)(B)(3)(iii) for a pole sign 35 feet in height and 207 sq.ft. in area, within 60 feet of an attached building sign and to allow for 37 sq.ft. of attached signage more than what is permitted in a commercial zoned district on the property located at 125 N Plano Rd.; A power point presentation was shown for review.

Ms. McKearin asked for comments from the applicant.

Mr. Jack Cannon, 609 Junction St, Mt. Airy, NC, representative of Applebee's stated that the new Applebee's restaurant being built at the new location on Plano Rd is the second prototype in the state of Texas with their new design. Mr. Cannon stated that the signage is key for getting traffic into the parking lot. Mr. Cannon stated that the store is behind a jewelry store, behind trees in the median, and the parking lot has a quick entry driveway. Mr. Cannon stated there is no room for a monument sign at this location, the storefront's limited length makes the store difficult to see when driving by at 40 miles per hour, and the neighboring jewelry store's sign would block the view of the sign for Applebee's. Mr. Cannon stated that other municipalities do

not count the signage on the canopies toward their attached signage and that without them they would otherwise be compliant with the City Code.

Ms. Liza Hogue, 13355 Willow Noel Rd, Dallas, TX, representative of Apple Texas, stated that the size of the proposed sign is identical to another prototype Applebee's restaurant in Taylor, TX and that a lot of the success of that location was due to the size of the sign. Ms. McKearin asked if this was the same restaurant that was previously located on Belt Line Rd. Ms. Hogue state that it was the same restaurant and that they had considered moving to another City, but decided to stay in Richardson because of past success.

Ms. McKearin stated that the City of Richardson did not want very tall signs near residential neighborhoods and this restaurant was not located near Central Expy. Ms. McKearin asked if Applebee's would be willing to bring the sign down to a height that was closer to being in compliance with City Code.

Mr. Cannon stated that they would be willing to build a smaller sign, but they would need a sign that could provide a 14 foot clearance for delivery trucks. Mr. Cannon submitted a graphic and proposed a smaller sign that would be 21 feet in overall height with a smaller cabinet.

Ms. Moudy asked for the dimensions of the alternative sign. Mr. Cannon stated that the smaller sign would be 21 feet in overall height and that the sign cabinet would be 6.9 feet tall by 13 feet in length. Ms. Moudy stated that she appreciated that Applebee's was willing to compromise on the size of the sign because the original sign they proposed was too large. Ms. Moudy stated the reason the City has a sign control board was so that signs in Richardson remained consistent with neighboring businesses. Mr. Cannon said that in other cities there was a variety of sizes and that was the reason they originally proposed a larger sign, but that Applebee's wanted to work with everyone and make a compromise. Ms. Moudy stated that the smaller sign would fit in and would not look like an eyesore. Ms. Moudy stated that she did not have any problems with the attached building signs.

Mr. Ikram asked for the overall height of the proposed sign. Mr. Cannon stated that it would need to be at least 21 feet tall so that there would be a minimum of 14 foot clearance for delivery trucks. Ms. Jackson stated that the City required a minimum of 14 foot clearance from the bottom of the sign cabinet to the ground. Ms. McKearin asked if the sign would be cladded. Mr. Cannon stated that the sign would be cladded and that he would submit new graphics for the smaller proposed sign. Ms. Marshall asked how tall the pole sign was when Applebee's was located on Belt Line Rd. Ms. Jackson state the overall height for the sign on Belt Line was 20 feet.

Ms. McKearin asked Ms. Jackson if a variance would still be required for the smaller proposed sign. Ms. Jackson stated that all three variances would still be required for the proposed sign to be in compliance.

Ms. McKearin asked if the Board had any questions regarding the location of the proposed sign. Ms. Marshall stated she had no problem with it. Mr. Petty stated that it was the best place for the sign given the limitations of the site. Ms. Moudy stated that it was the best place for the sign to be located.

Ms. McKearin asked if the Board had any questions regarding the attached signs. Mr. Petty stated that he had no problems with the attached signs and that he was only concerned about the height of the pole sign because the City does not want to set a precedent for very tall signs. Mr. Petty stated that the smaller sign was a good compromise.

Mr. Petty asked if Applebee's would be happy erecting a smaller sign. Ms. Hogue stated that she was happy with a smaller sign.

Ms. McKearin closed the public hearing on SCB Case #14-09 and asked if there were any further comments or questions from the Board. There being no further comments from the Board, Ms. McKearin asked for a motion.

Mr. Petty moved to approve SCB Case #14-09 with the stipulations to allow for a pole sign to be built within 60 feet of the attached building signage, to allow for 202 square feet of attached signs on the north and south elevations, and to allow for a pole sign of 21 feet in height and 87.75 square feet in area. Ms. Marshall seconded the motion and it carried unanimously.

Ms. McKearin asked for a motion to adjourn the Public Hearing. Mr. Ikram moved to adjourn the Hearing. The motion was seconded by Ms. Moudy and carried unanimously.

There being no other business before the Board, the meeting was adjourned at 6:47 p.m.

DORTHY MCKEARIN, CHAIR

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# **Brick Row Townhomes**

## **Attachments:**

1. Locator
2. Building Elevations Staff Report
3. Building Elevations
  - a. Approved color schemes



**Brick Row Townhomes**



**CITY COUNCIL  
STAFF REPORT  
July 28, 2014**

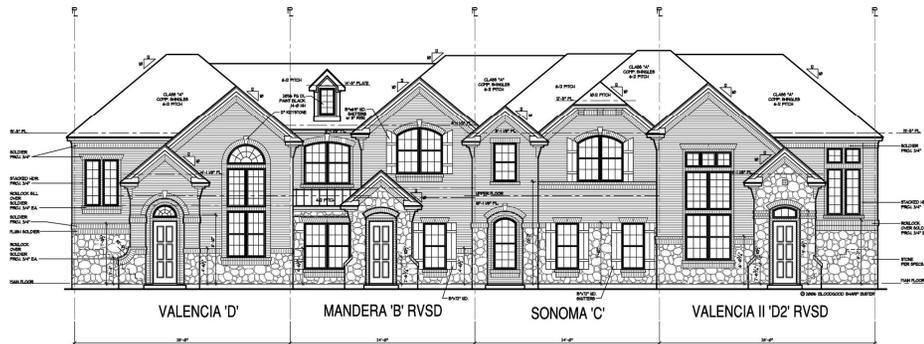
**Building Elevations**

**PROJECT SUMMARY**

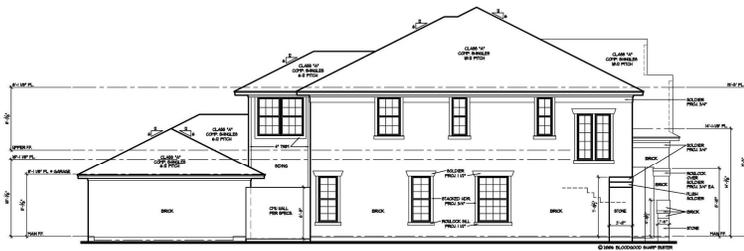
<b>Project:</b>	<b>Brick Row Townhomes</b>
<b>Location:</b>	655-759 Emily Lane North of Spring Valley Road, east side of Floyd Branch Creek.
<b>Staff Comments:</b>	<p>The proposed building elevations reflect the development of a four, five and six-unit, two-story townhome buildings with rear-entry garages.</p> <p>The proposed building elevations comply with all applicable zoning and development regulations and the Spring Valley Station District requirements.</p>
<b>CPC Action:</b>	On July 1, 2014, the City Plan Commission unanimously recommended approval of the request

**BACKGROUND**

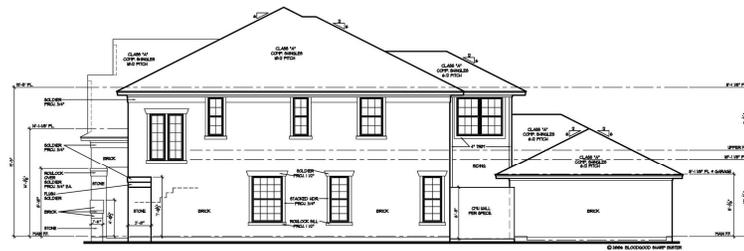
<b>Building Design:</b>	<p>The proposed elevations feature a brick and stone façade with cementitious fiberboard trim, cedar accents and composition shingles. To be compatible with the existing townhomes, the proposed units will be constructed using the previously approved masonry and color scheme palette. The approved color schemes and masonry options have been included for reference.</p> <p>To show façade articulation, the applicant has submitted foundation plans for each of the unit types.</p>
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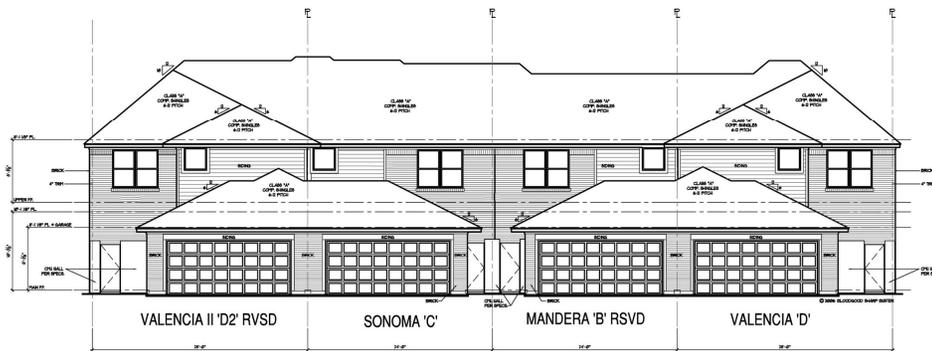
**01 BUILDING 6 (4-PLEX) - FRONT ELEVATION**  
1/8" = 1'-0"



**02 BUILDING 6 (4-PLEX) - LEFT ELEVATION**  
1/8" = 1'-0"



**03 BUILDING 6 (4-PLEX) - RIGHT ELEVATION**  
1/8" = 1'-0"



**04 BUILDING 6 (4-PLEX) - REAR ELEVATION**  
1/8" = 1'-0"

**EXTERIOR ELEVATION NOTES**  
NOTE: SEE ELEVATIONS

- GRADE CONDITIONS MAY VARY FOR INDIVIDUAL SITE FROM THAT SHOWN. BUILDER SHALL VERIFY AND COORDINATE PER ACTUAL SITE CONDITIONS.
- PROVIDE ROOF AND SOFFIT VENTS AS SPECIFIED BY BUILDER.
- OUTLINE OF EXTERIOR WALL OF BUILDING.

**TYPICAL CONSTRUCTION ASSEMBLIES:**  
NOTE: SEE PLAN

- TYPICAL ROOF CONSTRUCTION: COMPOSITION ROOF SHINGLES ON UNDERLAYMENT ON ROOF SHEATHING ON ROOF FRAMING MEMBERS AS NOTED ON FLOOR PLANS. CEILING: 5/8" GYPSUM BOARD.
- TYPICAL WALL CONSTRUCTION: SIDING ON 1/2" INSULATING WALL SHEATHING ON 2x4 OR 2x6 STUDS 16" O.C. INTERIOR: 1/2" GYPSUM BOARD.
- TYPICAL FLOOR CONSTRUCTION: FINISH FLOORING ON 2x4 FLOOR TRUSSES AS NOTED ON FLOOR PLANS. FINISH FLOOR CEILING: 5/8" GYPSUM BOARD.
- FOUNDATION FLOOR CONSTRUCTION: 3 1/2" CONCRETE SLAB OVER 8" 15L POLYETHYLENE VAPOR BARRIER OVER 4" FINISH GRANULAR FILL.

COLUMN	ELEVATION	SECTION	FINISH
1	FRONT	1	BRICK
2	LEFT	2	BRICK
3	RIGHT	3	BRICK
4	REAR	4	BRICK



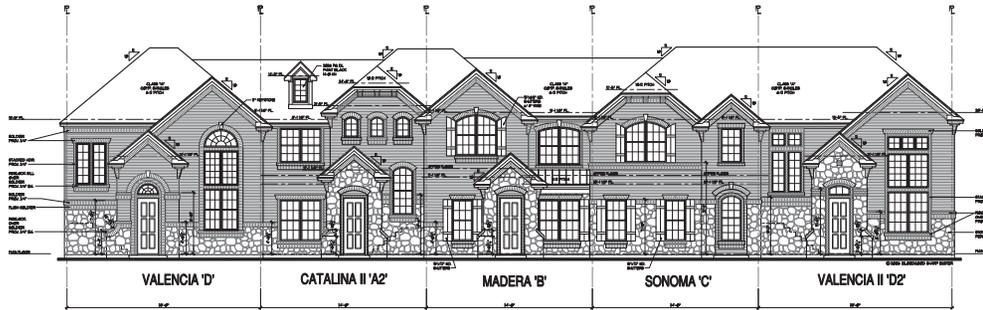
**Brick Row Condo Pads  
Two Story Townhomes**

EXTERIOR FINISH MATERIALS			
MASONRY PERCENTAGES			
ELEVATION	BRICK	OTHER	PERCENT
FRONT	1603.44	0.00	100.00%
REAR	446.13	71.43	88.20%
LEFT	803.98	62.24	92.81%
RIGHT	803.98	62.24	92.81%

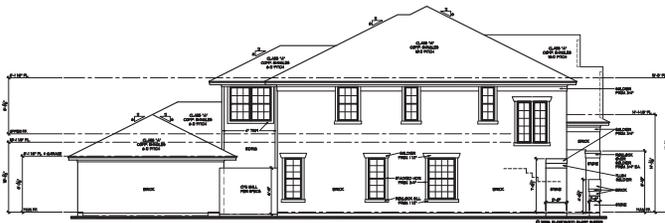
JOB NO. 16000-00  
 PROJ. MGR. PKC  
 DRAWN BY: KCS  
 CHECKED BY: PKC  
**BUILDING 2**

SHEET TITLE: EXTERIOR ELEVATIONS  
 SHEET NO.: 11 (P. 02)  
**AB6.04**

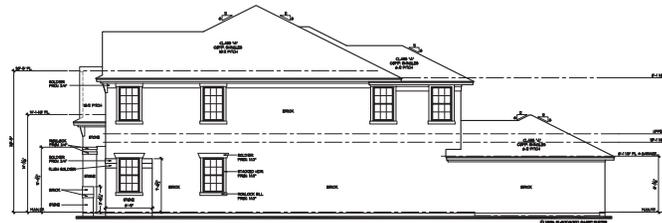




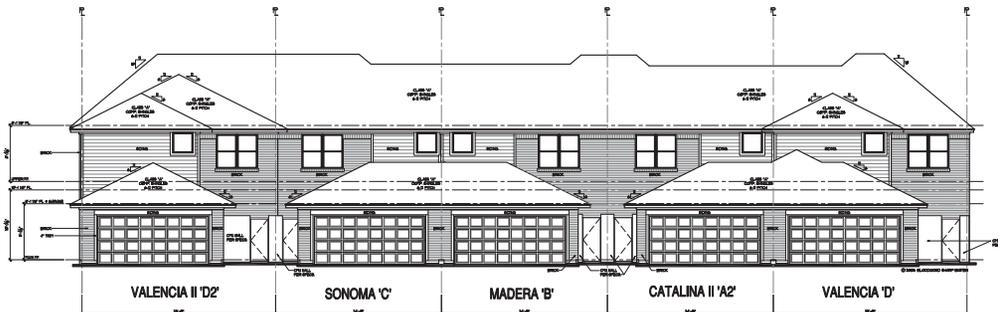
01 BUILDING 3 (5-PLEX) - FRONT ELEVATION  
1/8" = 1'-0"



02 BUILDING 3 (5-PLEX) - LEFT ELEVATION  
1/8" = 1'-0"



03 BUILDING 3 (5-PLEX) - RIGHT ELEVATION  
1/8" = 1'-0"



04 BUILDING 3 (5-PLEX) - REAR ELEVATION  
1/8" = 1'-0"

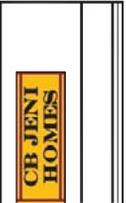
**EXTERIOR ELEVATION NOTES**  
NOTES/ELEVATIONS

- GRADE CONDITIONS MAY VARY FOR INDIVIDUAL SITE PROFIT THAT SHOWN. BUILDER SHALL VERIFY AND COORDINATE PER ACTUAL SITE CONDITIONS.
- PROVIDE ROOF AND SOFFIT VENTS AS SPECIFIED BY BUILDER.
- OUTLINE OF EXTERIOR WALL OF BUILDING.

**TYPICAL CONSTRUCTION ASSEMBLIES:**  
NOTES/ELEVATIONS

- TYPICAL ROOF CONSTRUCTION:  
COMPOSITION ROOF SHINGLES ON SHEATHING ON ROOF SHEATHING ON ROOF FRAMING MEMBERS AS NOTED ON FLOOR PLANS. CEILING: 5/8" GYPSUM BOARD.
- TYPICAL WALL CONSTRUCTION:  
ROCKS ON 1/2" INSULATING SHEATHING ON 2x4 OR 2x6 STUDS, 1/2" G.C. INTERIOR, 1/2" GYPSUM BOARD.
- TYPICAL FRAME FLOOR CONSTRUCTION:  
FINISH FLOORING ON 3/4" FLOOR SHEATHING ON 16" DEEP FLOOR TRUSSES AS NOTED ON FLOOR PLANS. 15/16" FLOOR CEILING: 5/8" GYPSUM BOARD.
- FOUNDATION FLOOR CONSTRUCTION:  
3" 1/2" CONCRETE SLAB OVER 6" POLYETHYLENE VAPOR BARRIER OVER 4" FINISH GRANULAR FILL.

GENERAL NOTES	EXTERIOR ELEVATIONS	INTERIOR ELEVATIONS	SECTION ELEVATIONS	DETAILS
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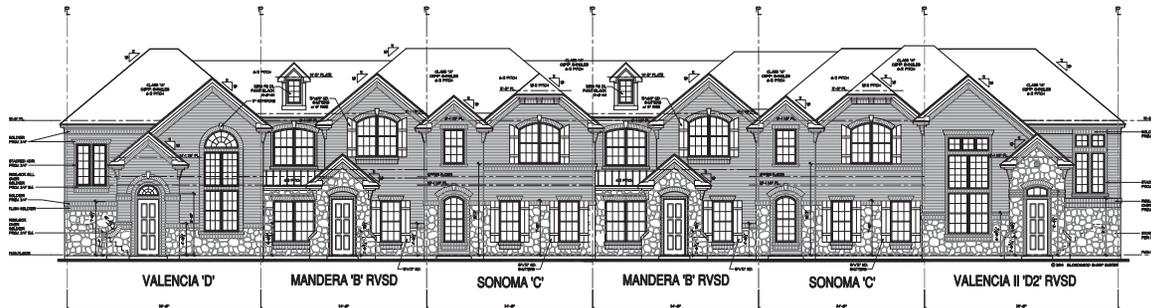


Brick Row Condo Pads  
Two Story Townhomes

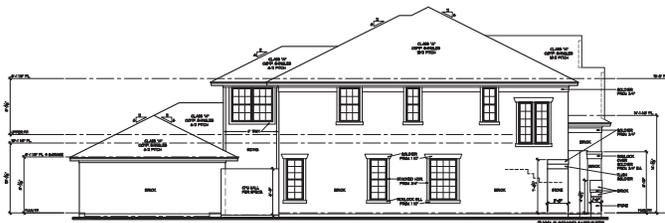
EXTERIOR FINISH MATERIALS			
MASONRY PERCENTAGES			
ELEVATION	BRICK	OTHER	PERCENT
FRONT	1970.85	0.00	100.00%
REAR	543.88	87.12	86.19%
LEFT	603.88	83.24	82.91%
RIGHT	1972.26	0.00	100.00%

JOB NO. 160906	PROJ. MGR. PRC
DRAWN BY: KCR	CHECKED BY: PRC
<b>BUILDING 3</b>	
SHEET TITLE	SHEET
EXTERIOR ELEVATIONS	AB3.04
BUILDING 3 PLEXU	
DAB/CR	





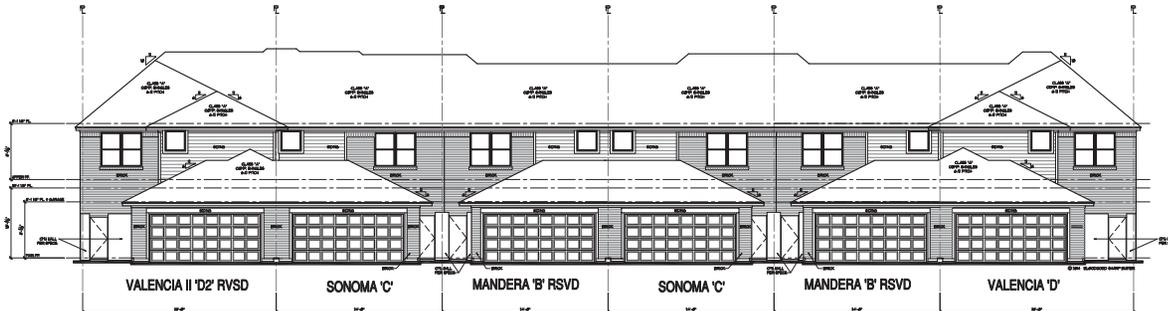
01 6 - PLEX - FRONT ELEVATION  
1/8" = 1'-0"



02 6 - PLEX - LEFT ELEVATION  
1/8" = 1'-0"



03 6 - PLEX - RIGHT ELEVATION  
1/8" = 1'-0"



04 6 - PLEX - REAR ELEVATION  
1/8" = 1'-0"

**EXTERIOR ELEVATION NOTES**  
NOTES/ELEVA

- GRADE CONDITIONS MAY VARY FOR INDIVIDUAL SITE PROFIT THAT SHOWN. BUILDER SHALL VERIFY AND COORDINATE PER ACTUAL SITE CONDITIONS.
- PROVIDE ROOF AND SOFFIT VENTS AS SPECIFIED BY BUILDER.
- OUTLINE OF EXTERIOR WALL OF BUILDING.

**TYPICAL CONSTRUCTION ASSEMBLIES:**  
NOTES/ELEVA

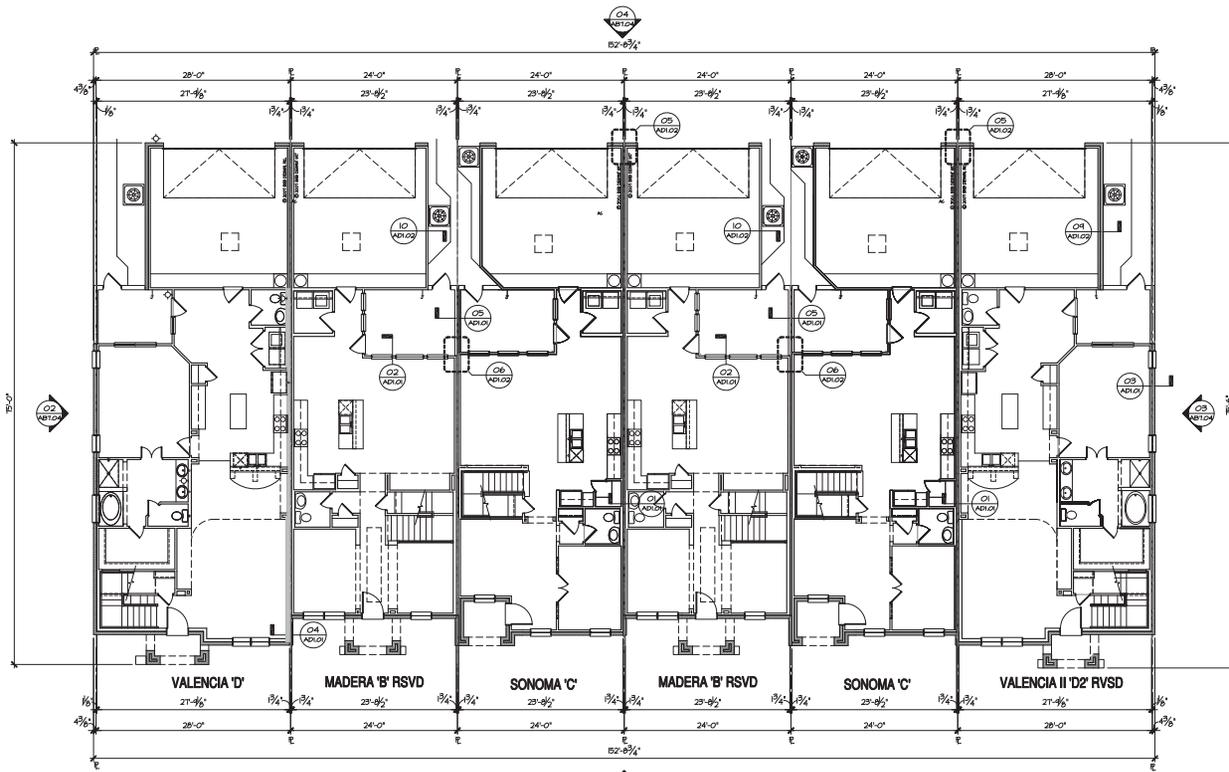
- TYPICAL ROOF CONSTRUCTION: COMPOSITION ROOF SHINGLES ON WEATHER RESISTANT BOARD SHEATHING ON ROOF FRAMING MEMBERS AS NOTED ON FLOOR PLANS. CEILING: 5/8" GYPSUM BOARD.
- TYPICAL WALL CONSTRUCTION: ROCKS ON 1/2" INSULATING SHEATHING ON 2x4 OR 2x6 STUDS, 1/2" O.C. INTERIOR: 1/2" GYPSUM BOARD.
- TYPICAL FLOOR CONSTRUCTION: FINISH FLOORING OR 3/4" FLOOR SHEATHING ON 1/2" DEEP FLOOR TRUSSES AS NOTED ON FLOOR PLANS. 1x6x1x6 FLOOR CEILING: 5/8" GYPSUM BOARD.
- FOUNDATION WALL CONSTRUCTION: 3" O.C. CONCRETE SLAB OVER 6" POLYETHYLENE VAPOR BARRIER OVER 4" FINISH GRANULAR FILL.

NO.	REVISION



Brick Row Condo Pads  
Two Story Townhomes

EXTERIOR FINISH MATERIALS				JOB NO. 472600101 PROJ. MGR. OR OWNER BY CHECKED BY CR	SHEET TITLE 6 - PLEX	SHEET AB7.04
MASONRY PERCENTAGES						
ELEVATION	BRICK	OTHER	PERCENT			
FRONT	2272.99	0.00	100.00%			
REAR	552.73	103.84	86.28%			
LEFT	802.98	82.24	92.81%			
RIGHT	802.98	82.24	92.81%			



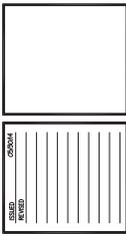
**6 - PLEX - MAIN FLOOR ASSEMBLY**  
1/8" = 1'-0"

**MAIN FLOOR NOTES**  
[NOTE FLOOR]

1. WINDOW GRILLS ARE STANDARD IN FRONT ELEVATION ONLY AND OPTIONAL SIDE AND REAR ELEVATIONS.
2. ALL NON-DESIGNED PARTITIONS (1"X1") ARE 3/4" ROUGH.
3. ALL ANGLED PARTITIONS ARE 45 DEGREES UNLESS OTHERWISE NOTED.
4. PROVIDE MINIMUM 2-2x2'S W/ 1/2" PLYWOOD FLOOR PLATE AT ALL EXTERIOR WALL OPENINGS AND INTERIOR BEARING WALL OPENINGS UNLESS OTHERWISE NOTED.
5. 3-2x4'S MIN. AT EACH END OF ALL BEAMS AND GIRDERS UNLESS OTHERWISE NOTED. ALL SUCH CONCENTRATED LOADS SHALL BE TRANSFERRED TO FOUNDATION VIA BEAMS, POSTS AND/OR SOLID BLOCKING.
6. ALL EXTERIOR DIMENSIONS ARE TO FACE OF STUDS UNLESS OTHERWISE NOTED.
7. ALL TRUSSES TO BEAR ON EXTERIOR WALLS AND/OR GIRDER TRUSSES UNLESS OTHERWISE NOTED ON PLANS.
8. TRUSSES MFG. TO USE MEMBERS, FASTENERS, WANGERS & SET SPACING FOR ALL TRUSSES.
9. WINDOW SUPPLIER TO VERIFY AT LEAST ONE WINDOW IN ALL ELEVATIONS TO HAVE A CLEAR EGRESS OPENING OF 5 1/2 SQ. FT. WITH MIN. DIMENSION OF 20" IN HEIGHT AND 20" IN WIDTH. SILL HEIGHT NOT GREATER THAN 44" ABOVE FLOOR.
10. BALLOON FRAME ALL EXTERIOR WALLS ABOVE 8'-0" TO UNDERSIDE OF ROOF SHEATHING - PROVIDE FIRESTOPPING EVERY 8'-0" VERTICALLY IN WALLS > 8'-0".
11. ALL HORIZONTAL BALUSTERS TO BE SPACED SUCH THAT A 4" SPHERE CANNOT PASS BETWEEN BALUSTERS.
12. ALL ELECTRICAL AND MECHANICAL EQUIPMENT 4' HEIGHTS ARE SUBJECT TO RELOCATION DUE TO FIELD CONDITIONS. CONTRACTOR TO VERIFY.
13. FOR ADDITIONAL NOTES SEE GENERAL NOTES ON TITLE SHEET & DETAILS.
14. TYPICAL WINDOW HEAD HEIGHT SHALL BE 7'-0" ABOVE FINISH FLOOR @ FIRST FLOOR, 4'-0" ABOVE FINISH FLOOR @ SECOND FLOOR (FINO).
15. HANGAR HEIGHT PER CODE.
16. LINE OF OVERHEAD GARAGE DOOR IN OPEN POSITION.
17. PROVIDE 5/8" TYPE 'X' GYPSUM BOARD IN GARAGE AS REQUIRED BY CODE.
18. SLOPE GARAGE FLOOR 2" TO OVERLAP GARAGE DOOR OPENING.
19. OPTIONAL PREFABRICATED FIREPLACE, GAS (NO-HOOD BURNING) AS SPECIFIED BY BUYER.
20. LINE OF SOFFIT ABOVE.
21. ATTIC ACCESS (22"x30" UNO).

**TYPICAL CONSTRUCTION ASSEMBLIES:**  
[NOTE ICA]

- A. TYPICAL ROOF CONSTRUCTION: GLAZ OR CEMENT ROOF TILES ON UNDERLAYMENT OR ROOF SHEATHING ON ROOF FRAMING MEMBERS AS NOTED ON FLOOR PLANS, CEILING: 5/8" GYPSUM BOARD.
- B. TYPICAL WALL CONSTRUCTION: STUCCO ON 1/2" INSULATING WALL SHEATHING ON 2x4 STUDS, 1/2" G.C. INTERIOR: 1/2" GYPSUM BOARD.
- C. TYPICAL FLOOR CONSTRUCTION: FINISH FLOORING ON 3/4" FLOOR SHEATHING ON 16" DEEP FLOOR TRUSSES AS NOTED ON FLOOR PLANS, MAIN FLOOR CEILING: 5/8" GYPSUM BOARD.
- D. BASEMENT FLOOR CONSTRUCTION: 4" CONCRETE SLAB OVER 6 MIL POLYETHYLENE VAPOR BARRIER OVER 4" MINIMUM GRANULAR FILL OR CUSHION SAND.



**Brick Row Condo Pads**  
**Two Story Townhomes**

USE NO.	07/20/2022
PROJ. MGR.	CR
DRAWN BY	LJF
CHECKED BY	CR
<b>6 - PLEX</b>	
SHEET TITLE	SHEET
MAIN FLOOR PLAN	AB7.01

**CB JENI Homes**

Exterior Color Schemes

Brick Row Townhomes

<b>SCHEMES</b>		<b>1</b>		<b>2</b>		<b>3</b>		<b>4</b>		<b>5</b>
<b>BODY</b>		<b>BABOUCHE</b>		<b>STATUESQUE</b>		<b>LAND LOVER</b>		<b>STATUESQUE</b>		<b>LAND LOVER</b>
		<b>CL 2802M</b>		<b>CL 1220M</b>		<b>34</b>		<b>CL 1220M</b>		<b>34</b>
<b>TRIM</b>		<b>LINEN</b>		<b>LINEN</b>		<b>LINEN</b>		<b>LINEN</b>		<b>LINEN</b>
		<b>56</b>		<b>56</b>		<b>56</b>		<b>56</b>		<b>56</b>
<b>ACCENT</b>		<b>SOIREE</b>		<b>GLOBAL SPICE</b>		<b>BLACK</b>		<b>GLOBAL SPICE</b>		<b>BLACK</b>
		<b>CL 2997N</b>		<b>CL 1457N</b>				<b>CL 1457N</b>		
<b>FRONT DOOR</b>		<b>ZORBA</b>		<b>ZORBA</b>		<b>ZORBA</b>		<b>ZORBA</b>		<b>ZORBA</b>
		<b>CL 2727N</b>		<b>CL 2727N</b>		<b>CL 2727N</b>		<b>CL 2727N</b>		<b>CL 2727N</b>
<b>ROOF SHINGLES</b>		<b>WEATHERED WOOD</b>		<b>WEATHERED WOOD</b>		<b>WEATHERED WOOD</b>		<b>WEATHERED WOOD</b>		<b>WEATHERED WOOD</b>
<b>BRICK</b>		<b>FALL CREEK</b>		<b>AUBURN HILLS</b>		<b>BRENNER PASS</b>		<b>OLD DOMINION</b>		<b>HIGHLAND GRAY</b>
<b>STONE</b>		<b>MILSAP RANDOM</b>		<b>GRANBURY CHOPPED</b>		<b>OKLAHOMA CHOPPED</b>		<b>MILSAP CHOPPED</b>		<b>OKLAHOMA RANDOM</b>
Kwal Paint Company										
Acme Brick										
Rock Materials										

# Color Scheme #1

**Body Color:**  
Babouche - Kwal  
CL 2802M

**Trim Color:**  
Linen - Kwal  
056

**Accent Color:**  
Soiree - Kwal  
CL 2997N

**Front/garage  
Door:**  
Zorba - Kwal  
CL 2727N



Milsap Random



Fall Creek

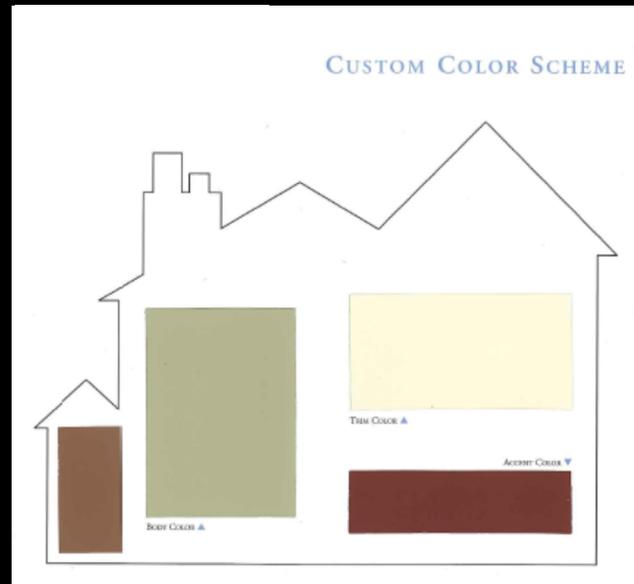
# Color Scheme #2

**Body Color:**  
Statuesque – Kwal  
CLC 1220M

**Trim Color:**  
Linen – Kwal  
056

**Accent Color:**  
Global Spice  
Kwal – CL 1457N

**Front/garage  
Door:**  
Zorba – Kwal  
CL 2727N



Granbury Chopped



Auburn Hills

# Color Scheme #3

**Body Color:**  
Land Lover  
Kwal - 034

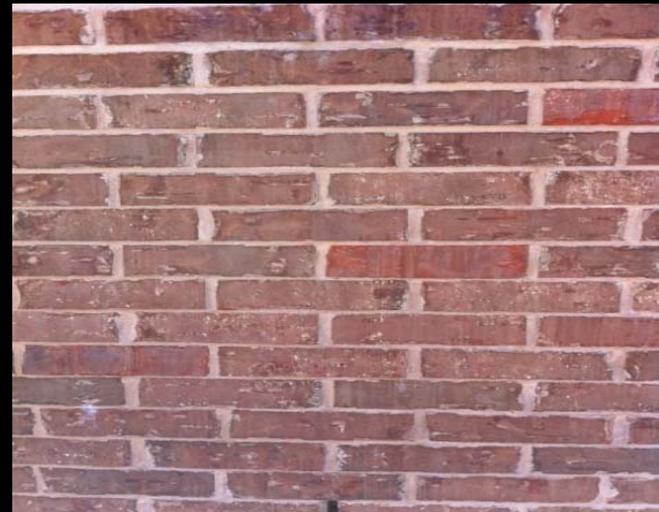
**Trim Color:**  
Linen - Kwal  
056

**Accent Color:**  
Black - Kwal

**Front/garage  
Door:**  
Zorba - Kwal  
CL 2727N



Oklahoma Chopped



Brenner Pass

# Color Scheme #4

**Body Color:**  
Statuesque – Kwal  
CLC 1220M

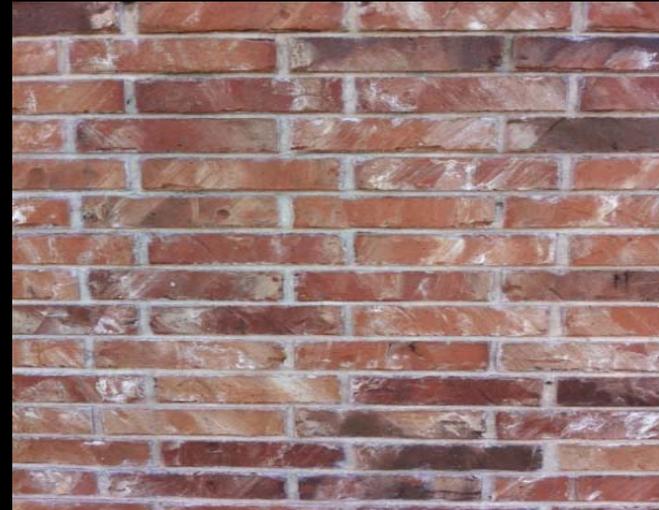
**Trim Color:**  
Linen – Kwal  
056

**Accent Color:**  
Global Spice  
Kwal – CL 1457N

**Front/garage Door:**  
Zorba – Kwal  
CL 2727N



Milsap Chopped



Old Dominion

# Color Scheme #5

**Body Color:**  
Land Lover  
Kwal - 034

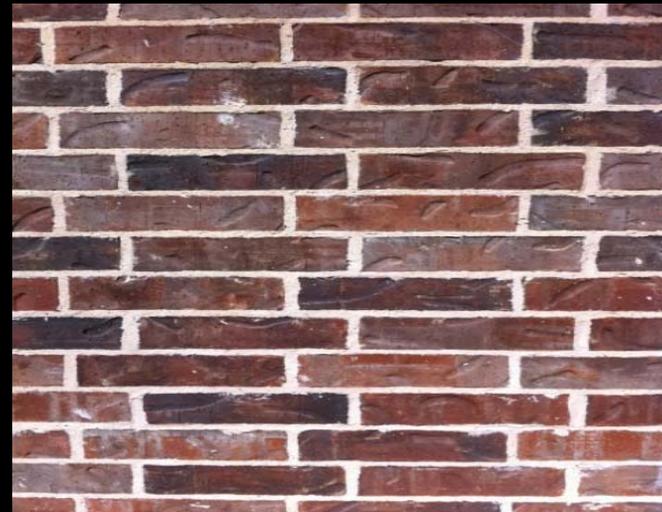
**Trim Color:**  
Linen - Kwal  
056

**Accent Color:**  
Black - Kwal

**Front/garage  
Door:**  
Zorba - Kwal  
CL 2727N



Oklahoma Random



Highland Gray



Roof Shingles  
Weathered Wood

**ORDINANCE NO. 4059**

**AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, PROVIDING FOR THE DISSOLUTION OF THE RICHARDSON HOSPITAL AUTHORITY; FINDING THAT THE DISSOLUTION OF THE RICHARDSON HOSPITAL AUTHORITY IS AUTHORIZED BY TEXAS HEALTH AND SAFETY CODE SECTION 262.005(B); CONFIRMING THAT THE RICHARDSON HOSPITAL AUTHORITY HAS PROVIDED FOR THE SALE AND TRANSFER OF THE AUTHORITY’S ASSETS AND LIABILITIES AS REQUIRED BY TEXAS HEALTH & SAFETY CODE 262.005(B); PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Richardson Hospital Authority (“RHA”) was established on July 29, 1958, by Ordinance No.81-A of the City Council for the City of Richardson pursuant to Texas Revised Civil Statute Article 44373, now codified at Chapter 262 of the Texas Health & Safety Code; and

**WHEREAS**, RHA purchased and operated a hospital and related facilities in the City serving the residents of Richardson; and

**WHEREAS**, RHA entered into one or more agreements in 2009 with Methodist Hospitals of Dallas, d/b/a Methodist Hospital Systems (“Methodist”), pursuant to which, if Methodist met various parameters, Methodist would purchase the Richardson Medical Center and certain related facilities from RHA (collectively the “Methodist Master Agreement”);and

**WHEREAS**, RHA has represented to the City Council that Methodist has satisfied and met the parameters and requirements under the Methodist Master Agreement; and

**WHEREAS**, RHA has adopted a resolution recommending to the City Council that RHA be dissolved and confirming that the governing body of RHA has provided for the sale or transfer of RHA's assets and liabilities as required by Texas Health & Safety Code, Section 262.005(b); and further confirming that the dissolution of RHA and the sale or transfer of RHA's assets and liabilities will not: (1) violate a trust indenture or bond resolution relating to the outstanding bonds of the authority; or (2) diminish or impair the rights of the holders of outstanding bonds, warrants, or other obligations of the authority; and

**WHEREAS**, Chapter 262 of the Texas Health & Safety Code authorizes the City Council to dissolve RHA if the City and RHA have provided for the sale or transfer of RHA’s assets and liabilities to another person provided such dissolution and the sale or transfer of RHA assets and liabilities to another person does not violate a trust indenture or bond resolution relating to the outstanding bonds of RHA, or diminish or impair the rights of the holders of outstanding bonds, warrants, or other obligations of RHA; and

**WHEREAS**, the City Council finds that RHA has provided for the sale or transfer of RHA's assets and liabilities as required by Texas Health & Safety Code, Section 262.005(b), and that the sale or transfer of RHA's assets and liabilities to Methodist and the dissolution of RHA does not violate a trust indenture or bond resolution relating to the outstanding bonds of RHA, or diminish or impair the rights of the holders of outstanding bonds, warrants or other obligations of RHA; and

**WHEREAS**, the City Council does by this Ordinance authorize the dissolution of the RHA; **NOW, THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:**

**SECTION 1.** That the facts and recitals contained in the preamble to this Ordinance are hereby found and determined to be true and correct.

**SECTION 2.** That the Richardson Hospital Authority is hereby dissolved effective thirty-one (31) days after the date of passage of this Ordinance.

**SECTION 3.** That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

**SECTION 4.** That all provisions of the ordinances of the City of Richardson in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Richardson not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**SECTION 5.** That this Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Richardson, Texas, on the 28<sup>th</sup> day of July, 2014.

APPROVED:

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MAYOR

APPROVED AS TO FORM:

CORRECTLY ENROLLED:

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CITY ATTORNEY  
(PGS:10-01-13:TM 62664)

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CITY SECRETARY

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE authorizing the issuance of "CITY OF RICHARDSON, TEXAS, ADJUSTABLE RATE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2014A"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues from the operation of the City's Waterworks and Sewer System; prescribing the terms and details of such Certificates and resolving other matters incident and related to the issuance, sale, security, payment and delivery of said Certificates, including the approval and execution of a Paying Agent/Registrar Agreement and a Purchase Agreement Letter; and providing an effective date.

WHEREAS, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount of \$5,600,000 for the purpose of paying contractual obligations to be incurred for (1) municipal park and recreation improvements, including the acquisition of land therefor, (2) improvements to and expansion of the municipal service center, including the acquisition of land therefor and (3) professional services rendered in connection therewith, has been duly published in *The Dallas Morning News*, a newspaper hereby found and determined to be of general circulation in the City of Richardson, Texas, on June 25, 2014 and July 2, 2014, the date of the first publication of such notice being not less than thirty-one (31) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

WHEREAS, no petition, protesting the issuance of such certificates and bearing valid petition signatures of at least five percent (5%) of the qualified voters of the City, has been filed with the City Secretary, any member of the City Council or any other official of the City on or prior to the date of the passage of this ordinance; and

WHEREAS, the City Council hereby finds and determines that all of the certificates of obligation described in such notice should be issued and sold at this time; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON:

SECTION 1. Authorization – Designation – Principal Amount – Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$5,600,000 to be designated and bear the title "CITY OF RICHARDSON, TEXAS, ADJUSTABLE RATE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2014A" (the "Certificates"), for the purpose of paying contractual obligations to be incurred for (1) municipal park and recreation improvements, including the acquisition of land therefor, (2) improvements to and expansion of the municipal service center, including the acquisition of land therefor and (3) professional services rendered in connection therewith; and, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2. Fully Registered Obligations – Authorized Denominations – Stated Maturity – Date – Interest Rate.

(a) The Certificates shall be issued as a single fully registered obligation, shall be dated July 1, 2014 (the "Certificate Date") and shall become due and payable on June 15, 2029

(the "Stated Maturity") and bear interest at a variable rate as provided below calculated on the basis of a 360-day year of twelve 30-day months.

(b) Interest on the unpaid principal amount of the Certificates shall be payable each Interest Payment Date and shall initially accrue from the date of delivery of the Certificates to the Purchaser (anticipated to be August 26, 2014) through June 14, 2015 (the "Initial Rate Period") at the "Initial Rate" which is the lesser of the 12-month LIBOR as determined on August 21, 2014 (or in the event the 12-month LIBOR is no longer being calculated, a comparable 12-month index as mutually agreed to by the City and the initial Purchaser, or its successors or assigns) and the Maximum Rate. Upon expiration of the Initial Rate Period, interest shall accrue during each subsequent Annual Rate Period at the Annual Rate as determined on the applicable Annual Reset Date.

(c) The "Annual Rate" is the rate as of the Annual Reset Date which is the lesser of 65% of the 12-month LIBOR + 0.94% per annum (or in the event 12-month LIBOR is no longer being calculated, a comparable 12-month index as mutually agreed to by the City and the initial Purchaser, or its successors or assigns) and the Maximum Rate. For so long as the initial Purchaser is the Holder of 100% of the Certificates, such Purchaser shall determine the Annual Rate on each Annual Reset Date; however, if such day is not a date on which dealings in U.S. dollars are transacted in the London interbank market, then such Purchaser shall determine the Annual Rate on the next preceding day on which such dealings are transacted in such market. Upon determination of the Annual Rate, the initial Purchaser shall immediately notify in writing (which may be by facsimile or electronic mail) the City, the Financial Advisor and the Paying Agent/Registrar of the Annual Rate to be effective for the next Annual Rate Period. In no event shall the interest rate on the Certificates exceed the Maximum Rate.

(d) As used in this Ordinance, the following terms have the following meanings:

"Annual Rate Period" means each period following the Initial Rate Period during which the Certificates bear interest at the Annual Rate, beginning on June 15 and ending on June 14 of the following year, commencing June 15, 2015.

"Annual Reset Date" shall mean the Business Day immediately preceding the first day of each Annual Rate Period.

"Business Day" means any day which is not a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar (as identified in Section 3 below) is located are authorized by law or executive order to be closed or a day on which the New York Stock Exchange is closed.

"Financial Advisor" shall mean, initially, First Southwest Company, Dallas, Texas, and any other entity that may be designated from time to time by the City as its financial advisor.

"Interest Payment Date" shall mean the dates that interest shall be paid on the Certificates while any principal amount thereof is outstanding; beginning December 15, 2014 and each June 15 and December 15 thereafter, until maturity or prior redemption.

"Maximum Rate" shall be the net effective interest rate of fifteen percent (15%) per annum, or such lesser rate as may be the maximum lawful non-usurious rate

permitted by Texas Government Code, Chapter 1204, as amended (“Chapter 1204”). Notwithstanding anything herein to the contrary, in no event shall the aggregate of the interest on any Certificate, plus any other amounts paid in connection therewith which are deemed “interest” under the laws of the State of Texas and the United States of America in effect on the applicable date permitting the charging and collecting of the highest non-usurious interest rate on such Certificate (hereinafter referred to as “Applicable Law”) ever exceed the maximum amount of interest which could be lawfully charged and paid on such Certificate under Applicable Law, and if any amount of interest taken or received by any person shall be in excess of the maximum amount of interest which, under Applicable Law, could lawfully have been collected and paid thereon, then the excess shall be deemed to have been the result of a mathematical error by the City and such person and shall be refunded promptly to the City. All amounts paid or agreed to be paid in connection with the indebtedness evidenced by any Certificate which under Applicable Law would be deemed “interest” shall, to the extent permitted by Applicable Law, be amortized, prorated, allocated, and spread throughout the full term of such obligation. Every obligation of the City contained in, or arising by virtue of, this Ordinance is subject to Chapter 1204. Nothing herein or in the Certificates authorizes payment of any amount which constitutes “interest” under Chapter 1204 in an amount greater than the limitations set forth in Chapter 1204.

“12-Month LIBOR” means the rate of interest per annum equal to the London Interbank Offered Rate for twelve months as quoted in The Wall Street Journal under “Latest” in the “Money Rates” column on each Annual Reset Date. In the event such rate does not appear in The Wall Street Journal, then the 12-Month LIBOR will mean the interest rate published in another financial publication as mutually agreed upon by the City and the initial Purchaser so long as the initial Purchaser is the Holder of 100% of the Certificates; or by the City and the Financial Advisor in the event the initial Purchaser ceases to be the Holder of 100% of the Certificates.

**SECTION 3. Terms of Payment – Paying Agent/Registrar.** The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the “Holders”) appearing on the Security Register (defined below) maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of BOKF, NA dba Bank of Texas, Dallas, Texas to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed, and the City agrees and covenants to cause to be kept and maintained by the Paying Agent/Registrar books and records for the registration, payment and transfer of the Certificates (the “Security Register”), all as provided herein, in accordance with the terms and provisions of a “Paying Agent/Registrar Agreement” substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and City may prescribe; and the Mayor and City Secretary are authorized to execute and deliver such Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United

States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturities thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated office initially in St. Paul, Minnesota, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid by the Paying Agent/Registrar to the Holders whose names appear in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and payment of such interest shall be (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday or a day when banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

#### SECTION 4. Redemption.

(a) Optional Redemption. The Certificates shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if in part by lot by the Paying Agent/Registrar), on June 15 of each year at the redemption price of par plus accrued interest to the date of redemption.

At least forty five (45) days prior to an optional redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date of the redemption therefor.

(b) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificate by \$5,000 and shall select the Certificates, or principal amount thereof, to be redeemed within such Stated Maturity by lot.

(c) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys sufficient for the payment of such Certificate (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(d) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the City, be conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

SECTION 5. Registration – Transfer – Exchange of Certificates – Predecessor Certificates. A Security Register relating to the registration, payment, and transfer or exchange of the Certificates shall at all times be kept and maintained by the City at the Designated Payment/Transfer Office of the Paying Agent/Registrar and at a place within the State of Texas, as provided herein and in accordance with the provisions of an agreement with the Paying Agent/Registrar and such rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every Holder of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates to the Holder requesting the exchange.

All Certificates issued in any transfer or exchange of Certificates shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates", evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 27 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed or stolen Certificate.

**SECTION 6. Execution – Registration.** The Certificates shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers and the seal of the City on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Certificate Date shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals executing the same shall cease to be such officer at the time of delivery of the Certificates to the initial purchaser(s) and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No definitive Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate a certificate of registration substantially in the form provided in Section 8D, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and such

manually executed certificate upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

No Initial Certificate shall be entitled to any right or benefit under this Ordinance or be valid or obligatory for any purpose unless there appears on such Initial Certificate a certificate of registration substantially in the form provided in Section 8C, manually executed by the Comptroller of Public Accounts of the State of Texas, or the duly authorized agent of said Comptroller.

SECTION 7. Initial Certificate. The Certificates herein authorized shall be initially issued as a single fully registered certificate in the aggregate principal amount shown in Section 1 hereof and numbered T-1, (hereinafter called the "Initial Certificate") and the Initial Certificate shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate shall be the Certificate submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate delivered hereunder and exchange therefor a definitive Certificate of authorized denomination, Stated Maturity and principal amount for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8. Forms.

A. Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to appear on the Initial Certificate, the Registration Certificate of Paying Agent/Registrar to appear on the definitive Certificate, and the form of Assignment to appear on each of the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance) and any reproduction of an opinion of counsel thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates as evidenced by their execution. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The definitive Certificate and the Initial Certificate shall be printed, lithographed, engraved, typewritten, photocopied, or produced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

B. Form of Certificate.

REGISTERED  
NO. [R-\_\_\_\_][T-1]

REGISTERED  
\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF RICHARDSON, TEXAS  
ADJUSTABLE RATE COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION  
SERIES 2014A

Certificate Date:                      Stated Maturity:  
July 1, 2014                              June 15, 2029

Registered Owner: \_\_\_\_\_

Principal Amount: \_\_\_\_\_ DOLLARS

The City of Richardson (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Dallas and Collin, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above (the "Registered Owner"), or the registered assigns thereof, the Principal Amount stated above, on the Stated Maturity date specified above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest (computed on the basis of a 360-day year consisting of twelve 30-day months) on the unpaid Principal Amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the date of delivery to the initial purchaser) at the per annum rate of interest equal to the Initial Rate or the Annual Rate, as applicable and as defined in the Ordinance, calculated on the basis of a 360-day year of twelve 30-day months. In no event shall the interest payable on this Certificate exceed the Maximum Rate.

"Maximum Rate" shall be the net effective interest rate of fifteen percent (15%) per annum, or such lesser rate as may be the maximum lawful non-usurious rate permitted by Texas Government Code, Chapter 1204, as amended ("Chapter 1204"). Notwithstanding anything in the Ordinance to the contrary, in no event shall the aggregate of the interest on any Certificate, plus any other amounts paid in connection therewith which are deemed "interest" under the laws of the State of Texas and the United States of America in effect on the applicable date permitting the charging and collecting of the highest non-usurious interest rate on such Certificate (hereinafter referred to as "Applicable Law") ever exceed the maximum amount of interest which could be lawfully charged and paid on such Certificate under Applicable Law, and if any amount of interest taken or received by any person shall be in excess of the maximum amount of interest which, under Applicable Law, could lawfully have been collected and paid thereon, then the excess shall be deemed to have been the result of a mathematical error by the City and such person and shall be refunded promptly to the City. All amounts paid or agreed to be paid in connection with the indebtedness evidenced by any Certificate which under Applicable Law would be deemed "interest" shall, to the extent permitted by Applicable Law, be amortized, prorated, allocated, and spread throughout the full term of such obligation. Every obligation of the City contained in, or arising by virtue of, the Ordinance is subject to Chapter 1204. Nothing in the Ordinance or in this Certificate authorizes payment of any amount which constitutes "interest" under Chapter 1204 in an amount greater than the limitations set forth in Chapter 1204.

Principal of this Certificate is payable at its Stated Maturity or upon prior redemption to the Registered Owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of BOKF, NA dba Bank of Texas, Dallas, Texas (the "Paying Agent/Registrar") or its successor. Interest is payable to the Registered Owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the Registered Owner recorded in the Security Register on the Record Date or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday or a day when banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$5,600,000 (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (1) municipal park and recreation improvements, including the acquisition of land therefor, (2) improvements to and expansion of the municipal service center, including the acquisition of land therefor and (3) professional services rendered in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the governing body of the City (herein referred to as the "Ordinance").

The Certificates may be redeemed prior to maturity, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if in part by lot by the Paying Agent/Registrar), on June 15 of each year at the redemption price of par plus accrued interest to the date of redemption.

At least thirty days prior to the date fixed for any redemption of Certificates, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall

have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the City, be conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and are additionally payable from and secured by a lien on and limited pledge of the Net Revenues (as defined in the Ordinance) of the City's Waterworks and Sewer System (the "System"), such lien and pledge, however, being junior and subordinate to the lien on and pledge of the Net Revenues of the System securing the payment of "Prior Lien Obligations" (as defined in the Ordinance) now outstanding and hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations while the Certificates are outstanding without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the Registered Owner hereof by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the properties constituting the System; the limited amount of Net Revenues pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the pledge; the terms and conditions relating to the transfer of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Registered Owners of the Certificates; the rights, duties and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Registered Owner hereof, or his or her duly authorized agent. When a transfer on the Security Register occurs, one or more fully registered Certificates of authorized denominations and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, may treat the Registered Owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a

new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Registered Owner appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and covenanted that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a pledge of a limited amount of the Net Revenues of the System as aforesated. In case any provision in this Certificate or any application thereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF RICHARDSON, TEXAS

\_\_\_\_\_  
Mayor

COUNTERSIGNED:

\_\_\_\_\_  
City Secretary

(SEAL)

- C. Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Certificate only.

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	
	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(SEAL)

- D. Form of Certificate of Paying Agent/Registrar to Appear on definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within-mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in St. Paul, Minnesota is the Designated Payment/Transfer Office for this Certificate.

BOKF, NA dba BANK OF TEXAS,  
Dallas, Texas, as Paying Agent/Registrar

Registration Date:

\_\_\_\_\_ By \_\_\_\_\_  
Authorized Signature

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto  
(Print or typewrite name, address and zip code of transferee): \_\_\_\_\_

\_\_\_\_\_  
(Social Security or other identifying number: \_\_\_\_\_)  
\_\_\_\_\_ ) the within Certificate and all rights thereunder, and  
hereby irrevocably constitutes and appoints \_\_\_\_\_

\_\_\_\_\_  
attorney to transfer the within Certificate on the books kept for registration thereof, with full  
power of substitution in the premises.

DATED: \_\_\_\_\_

Signature guaranteed:  
\_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature on this assignment  
must correspond with the name of the  
Registered Owner as it appears on the face  
of the within Certificate in every particular.

SECTION 9. Definitions. That for purposes of this Ordinance and for clarity with respect to the issuance of the Certificates, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appear herein without qualifying language, are defined to mean as follows:

(a) The term "Additional Certificates" shall mean combination tax and revenue certificates of obligation hereafter issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended, or similar law hereafter enacted and payable from ad valorem taxes and additionally payable from and secured by a parity lien on and pledge of the Net Revenues of the System of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

(b) The term "Certificates" shall mean the "CITY OF RICHARDSON, TEXAS, ADJUSTABLE RATE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2014A" authorized by this Ordinance.

(c) The term "Certificate Fund" shall mean the special Fund created and established under the provisions of Section 10 of this Ordinance.

(d) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date annual ad valorem taxes levied each year by the City become delinquent.

(e) The term "Fiscal Year" shall mean the annual financial accounting period used with respect to the operations of the System now ending on September 30th of each year; provided, however, the City Council may change, by ordinance duly passed,

such annual financial accounting period to end on another date if such change is found and determined to be necessary for budgetary or other fiscal purposes.

(f) The term "Government Securities" shall mean (i) direct, noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Certificates under the then applicable laws of the State of Texas.

(g) The term "Gross Revenues" shall mean all revenues, income and receipts of every nature derived or received by the City from the operation and ownership of the System, including the interest income from the investment or deposit of money in any Fund created or reaffirmed by this Ordinance.

(h) The term "Net Revenues" shall mean all Gross Revenues after deducting and paying the current expenses of operation and maintenance of the System, as required by Texas Government Code, Chapter 1502, as amended, including all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions as in the judgment of the City Council, reasonably and fairly exercised by the adoption of the appropriate resolution, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair any obligations payable from Net Revenues of the System shall be deducted in determining "Net Revenues". Payments made by the City for water supply or treatment of sewage which constitute under the law operation and maintenance expense shall be considered herein as expenses incurred in the operation and maintenance of the System. Depreciation shall never be considered as an expense of operation and maintenance.

(i) The term "Operating and Maintenance Expenses" shall mean the operating and maintenance expenses referred to in the definition of Net Revenues.

(j) The term "Outstanding", when used in this Ordinance with respect to Certificates, means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates deemed to be duly paid by the City in accordance with the provisions of Section 23 hereof by the irrevocable deposit with the Paying Agent/Registrar, or an authorized escrow agent, of money or Government Securities, or both, in the amount necessary to

fully pay the principal of, premium, if any, and interest thereon to maturity;  
and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 27 hereof.

(k) The term "Prior Lien Obligations" shall mean all bonds or other similar obligations that are payable in whole or in part from and secured by a lien on and pledge of the Net Revenues of the System and such lien and pledge securing the payment thereof is prior and superior in claim, rank and dignity to the lien and pledge of the Net Revenues securing the payment of the Certificates.

(l) The term "System" shall mean and include the City's combined existing waterworks and sewer system, together with all future extensions, improvements, enlargements and additions thereto, and all replacements thereof; provided that, notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term System shall not include any waterworks or sewer facilities which are declared not to be a part of the System and which are acquired or constructed by the City with the proceeds from the issuance of "Special Facilities Bonds", which are hereby defined as being special revenue obligations of the City which are not secured by or payable from the Net Revenues, but which are secured by and payable solely from special contract revenues or payments shall not be considered as or constitute Gross Revenues of the System, unless and to the extent otherwise provided in the ordinance or ordinances authorizing the issuance of such "Special Facilities Bonds".

SECTION 10. Certificate Fund. That, for the purpose of paying the interest on and to provide a sinking fund for the payment and retirement of the Certificates, there shall be and is hereby created a special fund to be designated "SPECIAL 2014A CITY OF RICHARDSON, TEXAS, ADJUSTABLE RATE COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND" (the "Certificate Fund"), which shall be kept and maintained at a City depository bank, and moneys deposited in the Certificate Fund shall be used for no other purpose. The Mayor, City Manager, Director of Finance and City Secretary, either or any combination of them, are hereby authorized and directed to cause to be transferred to the Paying Agent for the Certificates, from funds on deposit in the Certificate Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Certificates as the same accrues or matures; such transfers of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent for the Certificates at the close of business on the last business day next preceding each interest and/or principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Texas Government Code, Chapter 2256, as amended) relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from said Fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 11. Tax Levy. That to provide for the payment of the “Debt Service Requirements” on the Certificates, being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied, within the limitations prescribed by law, for the current year and each succeeding year thereafter while said Certificates or any interest thereon shall remain Outstanding, a sufficient tax on each one hundred dollars’ valuation of taxable property in said City, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be deposited into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates herein authorized to be issued shall be determined and accomplished in the following manner:

(a) Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues, together with any other lawfully available revenues of the City, appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 12. Limited Pledge of Net Revenues. The City hereby covenants and agrees that subject to the prior lien on and pledge of the Net Revenues to the payment and security of the Prior Lien Obligations, the Net Revenues (within the limitation of a total amount of one thousand dollars (\$1,000) during the time the Certificates or interest thereon remain outstanding

and unpaid) are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates, and the pledge of Net Revenues herein made for the payment of the Certificates shall constitute a lien on the Net Revenues until such time as the City shall pay all of such \$1,000, after which time the pledge shall cease, all in accordance with the terms and provisions hereof and be valid and binding without any physical delivery thereof or further act by the City.

Texas Government Code, Chapter 1208, as amended, applies to the issuance of the Certificates and the pledge of the revenues granted by the City under this Section of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding and unpaid such that the pledge of the revenues granted by the City under this Section of this Ordinance is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the Holders of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 13. System Fund. The City hereby covenants and agrees that all Gross Revenues (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of Prior Lien Obligations) shall be deposited from day to day as collected into a "City of Richardson Waterworks and Sewer System Fund" (hereinafter called "System Fund") which Fund shall be kept and maintained at an official depository bank of the City. All moneys deposited in the System Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown, to wit:

First. To the payment of all necessary and reasonable Operating and Maintenance Expenses of the System as defined herein or required by statute to be a first charge on and claim against the Gross Revenues;

Second. To the payment of the amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Prior Lien Obligations; and

Third. To the payment of the amounts required to be deposited in the special funds and accounts (including the Certificate Fund) created and established for the payment of the Certificates, the "City of Richardson, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2014" dated April 1, 2014 (the "Series 2014 Certificates") and Additional Certificates.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 14. Deposits to Certificate Fund. The City hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Net Revenues in the System Fund, an amount not to exceed \$1,000.

The City covenants and agrees that the amount of pledged Net Revenues (\$1,000), together with ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, or another fund created for the payment of the principal of and interest on any Certificates, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues.

SECTION 15. Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 16. Maintenance of System - Insurance. While the Certificates remain Outstanding, the City covenants and agrees to maintain and operate the System with all possible efficiency and to maintain casualty and other insurance on the properties of the System and its operations of a kind and in such amounts customarily carried by municipal corporations in the State of Texas engaged in a similar type business; and that it will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Texas.

SECTION 17. Rates and Charges. The City hereby covenants and agrees that rates and charges for services provided by the System will be established and maintained, on the basis of all available information and experience and with due allowance for contingencies, that are reasonably expected to provide Gross Revenues to pay:

- (a) Operating and Maintenance Expenses of the System;
- (b) the interest on and principal of Prior Lien Obligations and the amounts required to be deposited into any special Funds created and established for the payment and security of the Prior Lien Obligations;
- (c) the amounts required to be deposited in the special Funds or Accounts (such as the Certificate Fund) created for the payment of the Certificates and Additional Certificates;
- (d) any other legally incurred indebtedness payable from the revenues of the System and/or secured by a lien on the System or the revenues thereof.

SECTION 18. Records and Accounts – Annual Audit. The City further covenants and agrees that while any Certificates remain Outstanding, it will keep and maintain accurate and complete records and accounts pertaining to the ownership, operation and maintenance of the System. The Holders of the Certificates or any duly authorized agent or agents of such Holders shall have the right to inspect the System and all properties comprising the same. The City

further agrees that following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants.

**SECTION 19. Remedies in Event of Default.** In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the Holder of any of the Certificates shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

**SECTION 20. Special Covenants.** The City hereby further covenants as follows:

(a) It has the lawful power to pledge the Net Revenues of the System supporting this issue of Certificates and has lawfully exercised said powers under the Constitution and laws of the State of Texas, including said power existing under Texas Local Government Code, Subchapter C of Chapter 271, as amended, and Texas Government Code, Chapter 1502, as amended.

(b) Other than for the payment of the outstanding Prior Lien Obligations, the Series 2014 Certificates and the Certificates, the Net Revenues of the System are not in any manner pledged to the payment of any debt or obligation of the City or of the System.

**SECTION 21. Issuance of Prior Lien Obligations and Additional Certificates.** The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount.

In addition, the City reserves the right to issue Additional Certificates, without limitation or any restriction or condition being applicable to their issuance under the terms of this Ordinance, payable from and secured by a lien on and pledge of the Net Revenues of the System of equal rank and dignity, and on a parity in all respects, with the lien thereon and pledge thereof securing the payment of the Certificates.

**SECTION 22. Subordinate to Prior Lien Obligations, Covenants and Agreements.** It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such

conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders or owners of the Prior Lien Obligations. Notwithstanding the above, any change or modification affecting the application of revenues derived from the operation of the System shall not impair the obligation of contract with respect to the pledge of revenues herein made for the payment and security of the Certificates.

SECTION 23. Satisfaction of Obligations of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied and the lien on and pledge of the Net Revenues of the System under this Ordinance and all covenants, agreements and other obligations of the City to the Holders shall thereupon cease, terminate and be discharged and satisfied.

Certificates, or any principal amounts thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof. The City reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use will be made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited, shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Certificates such moneys were deposited and are held in trust to pay shall, upon the request of the City, be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 24. Ordinance a Contract – Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Holders of the Certificates, from time to time and at any time, amend this Ordinance in any manner not detrimental to the

interests of the Holders of the Certificates, including the curing of any ambiguity, inconsistency or formal defect or omission herein. In addition, the City may, with the written consent of Holders of the Certificates holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, amend, add to or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition or rescission.

SECTION 25. Notices to Holders – Waivers. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 26. Cancellation. Certificates surrendered for payment, transfer or exchange, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 27. Mutilated, Destroyed, Lost and Stolen Certificates. In case any Certificate shall be mutilated, destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably

with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost or stolen Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 28. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“Closing Date” means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“Computation Date” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

“Investment” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Regulations” means any proposed, temporary or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any

Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the Holder thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchasers and the loan of the money represented thereby, and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of its general fund, other appropriate fund or, if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Certificate Fund, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by

paragraphs (2) and (3) and, if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, City Manager, Director of Finance and City Secretary, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 29. Sale of the Certificates. The offer of BOKF, NA dba Bank of Texas (the "Purchaser") to purchase the Certificates in accordance with a purchase letter, dated as of July 28, 2014 (the "Purchase Letter"), attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes, is hereby accepted and the sale of the Certificates to the Purchaser is hereby approved and authorized, and the City has determined and does determine that the terms of such Purchase Letter are in the City's best interests. The Mayor and City Secretary are hereby authorized and directed to sign the acceptance clause of the Purchase Letter for and on behalf of the City and as the act and deed of this Council. Delivery of the Certificates to the Purchaser shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale.

SECTION 30. Proceeds of Sale. The proceeds of sale of the Certificates, excluding the amounts to be used to pay the costs of issuing the Certificates, shall be deposited in a fund maintained at a depository bank of the City (the "Construction Fund"). Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in any authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts, and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Any investment earnings remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund. Any surplus proceeds of sale may be deposited to the Certificate Fund or to another fund created for the payment of any Certificates.

SECTION 31. Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing of the Certificates, and shall take and have charge and control of the Initial Certificate pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Furthermore, the Mayor, City Manager, Director of Finance and City Secretary, any one or more of said officials, are hereby authorized and directed to furnish and execute such documents and certifications relating to the City and the issuance of the Certificates, including a certification as to facts, estimates, circumstances and reasonable expectations pertaining to the use and expenditure and investment of the proceeds of the Certificates as may be necessary for the approval of the Attorney General, registration by the Comptroller of Public Accounts and delivery of the Certificates to the purchasers thereof and, together with the City's financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for printing of definitive Certificates and the delivery of the Initial Certificates to the initial purchaser(s) and the exchange thereof for definitive Certificates.

SECTION 32. Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, Director of Finance, and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance, sale and delivery of the Certificates. In addition, prior to the delivery of the Certificates, the Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, Director of Finance, City Secretary or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document, or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 33. Bond Counsel's Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Fulbright & Jaworski LLP, Attorneys, Dallas, Texas, approving such Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Certificates. A true and correct reproduction of said opinion or an executed counterpart thereof is hereby authorized to be either printed on the definitive printed obligation or accompany the definitive Certificate delivered at closing.

SECTION 34. CUSIP Numbers. That CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof, and neither the City nor attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 35. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions is intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 36. Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 37. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 38. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 39. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 40. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 41. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 42. Public Meeting. It is officially found, determined and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 43. Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage and it is accordingly so ordained.

*[remainder of page intentionally left blank]*

PASSED AND ADOPTED, this July 28, 2014.

CITY OF RICHARDSON, TEXAS

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

(City Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert D. Dransfield, Bond Counsel

DRAFT

**EXHIBIT A**  
**PAYING AGENT/REGISTRAR AGREEMENT**

DRAFT

**EXHIBIT B**  
**PURCHASE AGREEMENT**

## **PAYING AGENT/REGISTRAR AGREEMENT**

THIS AGREEMENT is entered into as of August 28, 2014 (this "Agreement"), by and between BOKF, NA, dba Bank of Texas, a banking association duly organized and existing under the laws of the United States of America, or its successors (the "Bank") and the City of Richardson, Texas (the "Issuer").

### **RECITALS**

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Richardson, Texas, Adjustable Rate Combination Tax and Revenue Certificates of Obligation, Series 2014A", dated July 1, 2014 (the "Securities"), such Securities scheduled to be delivered to the initial purchasers thereof on or about August 26, 2014; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

### **ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR**

**Section 1.01 Appointment.** The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

**Section 1.02 Compensation.** As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

## ARTICLE TWO DEFINITIONS

**Section 2.01 Definitions.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

**Section 2.02 Other Definitions.** The terms “Bank,” “Issuer” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

### **ARTICLE THREE PAYING AGENT**

**Section 3.01 Duties of Paying Agent.** As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

Bank of Texas Corporate Trust Services  
60 Livingston Avenue  
St. Paul, MN 55107

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

**Section 3.02 Payment Dates.** The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

### **ARTICLE FOUR REGISTRAR**

**Section 4.01 Security Register - Transfers and Exchanges.** The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

**Section 4.02 Securities.** The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

**Section 4.03 Form of Security Register.** The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

**Section 4.04 List of Security Holders.** The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

**Section 4.05 Return of Cancelled Securities.** The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

**Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities.** The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

**Section 4.07 Transaction Information to Issuer.** The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

## **ARTICLE FIVE THE BANK**

**Section 5.01 Duties of Bank.** The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

**Section 5.02 Reliance on Documents, Etc.**

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of

transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

**Section 5.03 Recitals of Issuer.** The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

**Section 5.04 May Hold Securities.** The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

**Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization.** A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

**Section 5.06 Indemnification.** To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

**Section 5.07 Interpleader.** The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

## **ARTICLE SIX MISCELLANEOUS PROVISIONS**

**Section 6.01 Amendment.** This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

**Section 6.02 Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other.

**Section 6.03 Notices.** Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature pages hereof.

**Section 6.04 Effect of Headings.** The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

**Section 6.05 Successors and Assigns.** All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

**Section 6.06 Severability.** In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 6.07 Merger, Conversion, Consolidation, or Succession.** Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or

consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

**Section 6.08 Benefits of Agreement.** Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

**Section 6.09 Entire Agreement.** This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

**Section 6.10 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

**Section 6.11 Termination.** This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

**Section 6.12 Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

*[Remainder of page left blank intentionally]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOKF, NA dba Bank of Texas

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 5956 Sherry Lane, Suite 1201  
Dallas, Texas 75225]

Attest:

\_\_\_\_\_

Title: \_\_\_\_\_

*[signature page to Paying Agent/Registrar Agreement – signatures continue on next page]*

CITY OF RICHARDSON, TEXAS

By: \_\_\_\_\_  
Mayor

Address: 411 W. Arapaho Road  
Richardson, Texas 75080

Attest:

\_\_\_\_\_  
City Secretary

*[signature page to Paying Agent/Registrar Agreement]*

**ANNEX A**

Annual Fee: \$300

DRAFT

## PURCHASE LETTER

July 28, 2014

Honorable Mayor and City Council  
City of Richardson, Texas  
411 W. Arapaho Road, Room 101  
Richardson, Texas 75080

Re: \$5,600,000 City of Richardson, Texas, Adjustable Rate Combination Tax and Revenue  
Certificates of Obligation, Series 2014A

Ladies and Gentlemen:

BOKF, NA dba Bank of Texas (the "Purchaser") hereby offers to purchase from the City of Richardson, Texas (the "City") the captioned certificates of obligation (the "Certificates") and, upon acceptance of this offer by the City, such offer will become a binding agreement between the Purchaser and the City. This offer must be accepted by 10:00 p.m., Dallas time, July 28, 2014, and if not so accepted will be subject to withdrawal.

1. Purchase Price: The purchase price for the Certificates is par, \$5,600,000.00.
2. Terms of Certificates: The Certificates shall be issued in principal amounts, shall bear interest at such rates, mature on such date and in such amount, and have such other terms and conditions as are set forth in the Ordinance (the "Ordinance") to be adopted by the City Council on July 28, 2014, unsigned copies of which have been provided to the Purchaser. Pursuant to and as more fully described in the Ordinance, the Certificates shall be secured by a pledge of ad valorem taxes to be levied on all taxable property within the City and from a limited pledge of the net revenues of the City's Waterworks and Sewer System.
3. Closing: The City shall deliver the Initial Certificate to, or for the account of, the Purchaser and the Purchaser shall purchase the Certificates at or about 10:00 a.m. Dallas time, on August 26, 2014, or at such other time as shall be mutually agreed upon (hereinafter referred to as the "Closing"). The Closing shall take place at the offices of Fulbright & Jaworski LLP, Dallas, Texas, or such other location as may be mutually agreed upon. The City will also deliver a signed copy of the Ordinance to the Purchaser.
4. Conditions to Closing: The Purchaser shall not have any obligation to consummate the purchase of the Certificates unless the following requirements have been satisfied prior to Closing:
  - (a) The City shall have adopted the Ordinance authorizing the issuance of the Certificates.

- (b) Fulbright & Jaworski LLP, Bond Counsel, shall have issued its approving legal opinion as to the due authorization, issuance and delivery of the Certificates and as to the exemption of the interest thereon from federal income taxation, upon which the Purchaser shall be entitled to rely.
  - (c) The Certificates shall have been approved by the Attorney General of the State of Texas and shall have been registered by the Comptroller of Public Accounts of the State of Texas.
  - (d) Nothing shall have occurred prior to closing which in the reasonable opinion of the Purchaser has had or could have a materially adverse affect on the City's business, property or financial condition.
5. Nature of Purchase: The Purchaser acknowledges that no official statement or other disclosure or offering document has been prepared in connection with the issuance and sale of the Certificates. The Purchaser is a financial institution or other accredited investor as defined in the Securities Act of 1933, Regulation D, 17 C.F.R. §230.501(a), accustomed to purchasing tax-exempt obligations in large denominations such as the Certificates. Fulbright & Jaworski LLP, Bond Counsel, has not undertaken steps to ascertain the accuracy or completeness of information furnished to the Purchaser with respect to the City or the Certificates, and the Purchaser has not looked to that firm for, nor has that firm made, any representations to the Purchaser with respect to that information. The Purchaser has satisfied itself that it may lawfully purchase the Certificates. The Certificates (i) are not being registered under the Securities Act of 1933 and are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state; (ii) will not be listed on any stock or other securities exchange; and (iii) will not carry any rating from any rating service. The Purchaser is familiar with the financial condition and affairs of the City, particularly with respect to its ability to pay its tax-supported obligations such as the Certificates. The Purchaser has received from the City all information that it has requested in order for it to assess and evaluate the security and source of payment for the Certificates. The Purchaser is purchasing the Certificates for its own account or for that of an affiliate as evidence of a loan to the City and has no present intention to make a public distribution or sale of the Certificates. In no event will the Purchaser sell the Certificates to purchasers who are not sophisticated investors unless an official statement or other disclosure document is prepared with respect to such sale of the Certificates.
6. In consideration of the purchase of the Certificates by the Purchaser, the City agrees as follows:
- (a) The City agrees to deliver to the Purchaser within 180 days after the end of each fiscal year, beginning in 2014, its audited financial statements.
  - (b) During the period the Certificates are outstanding, the City agrees to deliver to the Purchaser any other financial information that the Purchaser may reasonably request from time to time.

7. Issue Price Certifications: Furthermore, the Purchaser hereby certifies and represents that (1) the Certificates were issued for cash and were not publicly offered, (2) the price paid by the undersigned for the Certificates is \$5,600,000, and (3) the undersigned understands that the statements contained herein will be relied upon by the City in its effort to comply with the conditions imposed by the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Certificates, and Bond Counsel in rendering their opinion that the interest on the Certificates is excludable from the gross income of the owners thereof.
  
8. No Oral Agreements: To the extent allowed by law, the parties hereto agree to be bound by the terms of the following notice: THIS PURCHASE AGREEMENT, THE ORDINANCE OF THE CITY AUTHORIZING THE CERTIFICATES, THE ATTORNEY GENERAL OPINION, THE OPINION OF BOND COUNSEL AND THE CERTIFICATES TOGETHER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES REGARDING THIS TRANSACTION AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THIS TRANSACTION.

[signatures begin on next page]

If this purchase agreement meets with the Purchaser's and the City's approval, please execute it in the place provided below.

BOKF, NA dba Bank of Texas

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[signatures continue on next page]*

ACCEPTED BY THE CITY OF RICHARDSON, TEXAS:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

**ORDINANCE NO. 4061**

**AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF RICHARDSON, AS HERETOFORE AMENDED, SO AS TO GRANT A CHANGE IN ZONING FROM O-M OFFICE TO PD PLANNED DEVELOPMENT FOR O-M OFFICE DISTRICT FOR 2.907 ACRES LOCATED AT THE SOUTHWEST QUADRANT OF JONSSON BOULEVARD AND TATUM STREET, AND BEING FURTHER DESCRIBED IN EXHIBIT "A"; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE. (ZONING FILE 14-16).**

**WHEREAS**, the City Plan Commission of the City of Richardson and the governing body of the City of Richardson, in compliance with the laws of the State of Texas and the ordinances of the City of Richardson, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, the governing body, in the exercise of the legislative discretion, has concluded that the Comprehensive Zoning Ordinance and Zoning Map should be amended; **NOW THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:**

**SECTION 1.** That the Comprehensive Zoning Ordinance and Zoning Map of the City of Richardson, Texas, duly passed by the governing body of the City of Richardson on the 5<sup>th</sup> day of June, 1956, as heretofore amended, be, and the same is hereby amended so as to grant a change in zoning from O-M Office to PD Planned Development for O-M Office District for 2.907 acres located at the southwest quadrant of Jonsson Boulevard and Tatum Street, and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

**SECTION 2.** That the Property shall be used and developed only in accordance with the following development regulations:

1. Base Zoning District: The property shall be developed and used in accordance with the O-M Office District regulations, except as otherwise provided herein.

2. Concept Plan: The property shall be developed and used in substantial conformance with the concept plan attached as Exhibit “B”, and which is hereby approved.
3. Additional permitted use: A “childcare center” shall be allowed, but the use of the property for a child care center shall be limited to the area shown and shall be in substantial conformance with the concept plan and with the building elevations attached as Exhibits “C-1” and “C-2”. The development and use of the property for a “childcare center” shall be subject to the Comprehensive Zoning Ordinance and the following additional conditions and standards:
  - a. Playground equipment shall be allowed in the side and rear setbacks.
  - b. Storage of a school bus (maximum seating capacity of 14) shall be allowed to be stored on property in a designated parking space along Tatum Street as noted Exhibit “B”.
4. The maximum floor area ratio (F.A.R.) allowed for each lot shall not exceed 0.55:1.
5. Not less than 25% of the areas of each lot shall be landscaped.
6. A sidewalk shall not be required along Tatum Street.
7. The entirety of the sidewalk along Jonsson Boulevard shall be constructed with the first phase of development and shall be a meandering sidewalk.

**SECTION 3.** That the above-described tract of land shall be used in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Richardson, Texas, as heretofore amended, and subject to the aforementioned special conditions.

**SECTION 4.** That all other provisions of the ordinances of the City of Richardson in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Richardson not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**SECTION 5.** That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other

than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

**SECTION 6.** That an offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 7.** That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Richardson, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 8.** That this Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such case provide.

**DULY PASSED** by the City Council of the City of Richardson, Texas, on the 28th day of July, 2014.

**APPROVED:**

\_\_\_\_\_  
**MAYOR**

**APPROVED AS TO FORM:**

**CORRECTLY ENROLLED:**

\_\_\_\_\_  
**CITY ATTORNEY**  
(PGS:7-21-14:TM 67216)

\_\_\_\_\_  
**CITY SECRETARY**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**ZF 14-16**

BEING a 2.907-acre tract of land situated in the J.W. Curtis Survey, Abstract No. 345, Dallas County, Texas; said tract being all of Lot 2, Block 1, University World Addition, an addition to the City of Richardson, Texas according to the plat recorded in Instrument No. 201300228177 of the Plat Records of Dallas County, Texas.



EXTERIOR COLOR SCHEDULE	
(A) TRASH ENCLOSURE GATES (POST & RINGS)	HEMI KC-62 TATE OLIVE BULLDOG BROWN EXTERIOR APPLICATION
(B) EXTERIOR HD. TRIM, EXTERIOR DOORS, PANELS, LOVERS, GUELA HALLS, GUTTERS AND AC DOWNPOUTS, SOFFITS	TO MATCH HARDE TRIM SANDSTONE BEIGE BRD-20 (EM HC-62 or SH SH 855)
(C) BRICKS	BEIGE ALUMINUM VINYL HONEY TRIMON POLAR (REDISH BRICK) BEST, BUFF COLORED MORTAR
(D) ASPHALT SHINGLES	MANF. OVERS CORNING STILE, CREATION WITH SHADON ACCENT COLOR, HEATHERED WOOD
NOTE: ALL ROOF MOUNTED EQUIPMENT SHALL BE PAINTED TO MATCH ROOF COLOR	
(E) VINYL SHUTTERS	ARCHITECTURAL DEPOT.COM - 1/4" JURET SHUTTERS PRINCIPAL, SIDING HIDE STANDED SIZE FOR BOARD PREFERRED 5022 COLORAL GREEN
(F) STANDING SEAM ROOF	ASTM A575 SMP50-17 COLOR = DARK BRONZE
(G) STEEL WIRING SUPPORTS & HOOD BRACKETS	"SANDSTONE BEIGE 30020" (EM HC-62 or SH SH 855) PRINCIPAL SHIMS EXTERIOR APPLICATION
(H) STONE	LOWES.COM - EMERY CLASSICAL STONE BRICK CLASSIC LIME COLLECTOR MORTAR EXTERIOR APPLICATION
(I) ROUNDED PRECAST SILL	NATURAL WHITE COLOR

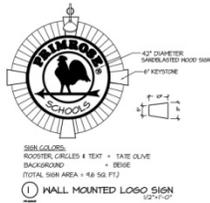
**CONSTRUCTION NOTES:**

- 1 VINYL SHUTTERS - SEE WINDOW SCHEDULE FOR SIZES.
- 2 STONE - SEE EXTERIOR COLOR ABOVE FOR MANF.
- 3 GUELA WITH BEADERS VANE, SEE SPECIFICATIONS SECTION OF DRAWINGS. PAINT GUELA HALLS AND LOVERS FOR EXTERIOR FINISH SCHEDULE. DARK BRONZE STANDING SEAM ROOF, EPDM ROOSTERS
- 4 EXTENDED ALUMINUM OF WIDE GUTTERS WITH SPIKE & FERRULE AT 30" O.C. OVER TRUSSES. CONNECT #20A DOWNPOUTS TO UNDERGROUND STORM SYSTEM.
- 5 BRICK SOLDER COURSE
- 6 EXTENDED ALUMINUM OF 20A DOWNPOUTS TO UNDERGROUND STORM SYSTEM.
- 7 BRICK VENEER
- 8 ROUNDED PRECAST SILL - NATURAL WHITE COLOR
- 9 STANDING SEAM ROOF ON METAL FRAME
- 10 24" OR 30" DIAMETER VENT LOWERS. PROVIDE PAINTABLE INT. AND PAINT PER SCHEDULE. SIZE AND HEIGHT AS SHOWN ON ELEVATIONS.
- 11 ALUMINUM SINGLE HUNG WINDOW WITH CLEAR GLASS. (SEE ELEV. SHEET A2J)
- 12 FIXED ALUMINUM WINDOW WITH TINTED GLASS. (SEE ELEVATIONS SHEET A2J)
- 13 HALL MOUNTED LIGHT FIXTURE, TYP. AT EACH EXTERIOR DOOR. - SEE LIGHT FIXTURE SCHEDULE. FLUSH TOP TO BOT OF SOFFIT OR 80" MIN. AFO.
- 14 STOP BILLBOARD SILL AS REQUIRED TO ALLOW SPACE FOR ELECTRICAL SWITCHGEAR.
- 15 6" REFLECTORIZED ADDRESS NUMBERS - 6" BLACK.
- 16 HM INSL. EXTERIOR DOOR AND FRAME - SEE DOOR SCHEDULE

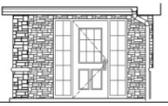
NOTE:  
SIGNAGE FOR ILLUSTRATIVE PURPOSES ONLY  
SUBJECT TO COMMUNITY SERVICES APPROVAL

**ELEVATION SURFACES TABULATION:**

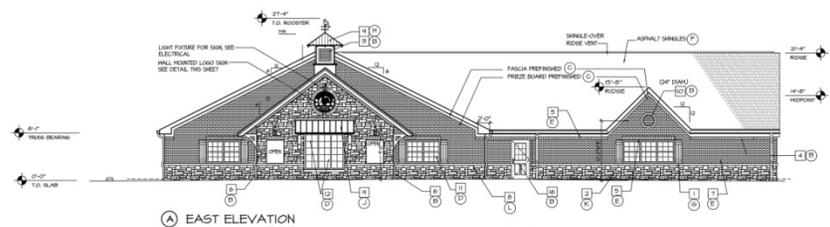
	Brick	Stone	Fascia	Total
South	693 sf	268 sf	110 sf	1180 sf
	68%	23%	9%	
North	530 sf	505 sf	115 sf	1150 sf
	46%	44%	10%	
East	772 sf	367 sf	151 sf	1316 sf
	69%	29%	12%	
West	653 sf	520 sf	168 sf	1508 sf
	55%	34%	11%	
<b>Total</b>	<b>2928 sf</b>	<b>1680 sf</b>	<b>547 sf</b>	<b>5155 sf</b>
	56.6%	32.6%	10.6%	



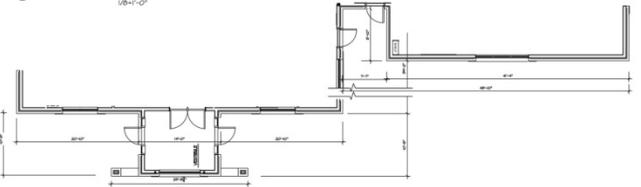
1) HALL MOUNTED LOGO SIGN  
12'-11" x 12'-0"



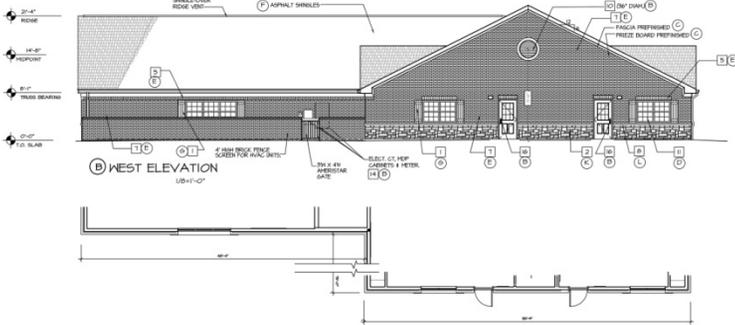
2) ENLARGED ENTRY, ELEV. A1.1.5



A) EAST ELEVATION  
1/8"-11" x 12'-0"



B) WEST ELEVATION  
1/8"-11" x 12'-0"



B) NEST ELEVATION  
1/8"-11" x 12'-0"

**Exhibit C-1 - Part of Ordinance**

A New Building For:  
**Primrose School Franchising Company**

Children's Design Group  
Mark S. Payne, A.I.A. - Architect  
PO BOX 1305 - 36847  
GULF  
(336) 946-8524  
childdesigngroup.com

Site:  
PRIMROSE SCHOOL  
of RICHMOND  
JONSON BOULEVARD  
RICHMOND, TX

Building Type:  
TX-2014-5

Drawing Title:  
EXTERIOR  
ELEVATIONS

Date: 6/6/2014  
Dwn: STAFF  
Cud: HDP

Drawing Number:  
A-4a

Revisions:



EXTERIOR COLOR SCHEDULE	
(A) TRASH ENCLOSURE GATES (POST & RINGS)	HM HG 12 TATE OLIVE (INDUSTRIAL FINISH) - EXTERIOR APPLICATION
(B) EXTERIOR HD. TRIM, EXTERIOR DOORS, TRAVEL LOVERS, GRCPLA WALLS, GITTERS AND AND DOWNPOUTS, SOTTIS	TO MATCH HANDED TRIM SANDSTONE BEIGE JRD-20 (HM HG-62 or 5H 5H 8557)
(C) EXTERIOR FACIA, FRIEZE	SANDSTONE BEIGE JRD-20 (HM HG-62 or 5H 5H 8557)
(D) WINDOWS	BEIGE ALUMINUM VENT
(E) BRICK	POINT VERNON REGULAR (DESIGN BRICK)
(F) ASPHALT SHINGLES	GRAY, VERNON CORNER - STYLE, DURATION - FINISH TRIM ON AGENT COLOR, HEATHERED HOOD
NOTE: ALL ROOF MOUNTED EQUIPMENT SHALL BE PAINTED TO MATCH ROOF COLOR	
(G) VINYL SHUTTERS	ARCHITECTURAL PROF. COM - 14" JUMBO WHITE VINYL ALUMINUM HIDE STANDARD SIZE FOUR BOARD PREFINISHED 602 COLOR, GREEN
(H) STANDING SEAM ROOF	ASP-SPAL SHINGLES - 12" COLOR - 15/16" BRICK
(I) STEEL RAINING SUPPORTS & HOOD BRACKETS	SANDSTONE BEIGE JRD-20 (HM HG-62 or 5H 5H 8557) INDUSTRIAL FINISH - EXTERIOR APPLICATION
(J) STONE	LONGSTAR STONE - LIBERTY CLASSIC - ASPEN BRICK ROOF - BUFF COLORED MORTAR
(K) ROUNDED PRECAST SILL	NATURAL WHITE COLOR

CONSTRUCTION NOTES:	
1	VINYL SHUTTERS - SEE WINDOW SCHEDULE FOR SIZES
2	STONE - SEE EXTERIOR COLOR ABOVE FOR HANUF
3	GRCPLA WITH HEATHER VANE, SEE SPECIFICATIONS SECTION OF DRAWINGS, PAINT GRCPLA, WALLS AND LOVERS FOR EXTERIOR FINISH SCHEDULE. DARK BRONZE STANDING SEAM ROOF, BRONZE ROOFING
4	EXTRUDED ALUMINUM HINGE WINDOWS WITH FINISH & FERULE AT 36" O.C. OVER PROFILE, CONNECT 4" DIA. CORNERPOSTS TO UNDERDRAIN STORM SYSTEM.
5	BRICK: SOLDIER COURSE
6	EXTRUDED ALUMINUM 3" FIA DOWNPOUTS TO UNDERDRAIN STORM SYSTEM.
7	BRICK: VENEER
8	ROUNDED PRECAST SILL - NATURAL WHITE COLOR
9	STANDING SEAM ROOF ON METAL FRAME
10	24" OR 36" DIAMETER VENT LOVERS, PROVIDE PAINTABLE LINT AND PAINT PER SCHEDULE. SIZE AND RISE AS SHOWN ON ELEVATIONS.
11	ALUMINUM SINGLE HINGE WINDOWS WITH CLEAR GLASS. (SEE ELEV. SHEET A-21)
12	FIXED ALUMINUM WINDOWS WITH TINTED GLASS. SEE ELEVATIONS SHEET A-21
13	HALL MOUNTED LIGHT FIXTURE, TYP. AT EACH EXTERIOR DOOR - SEE LIGHT FIXTURE SCHEDULE. FLUSH TOP TO ROOF OF SPOFF OR 6" MIN. ANG.
14	STOP BULLNOSE SILL AS REQUIRED TO ALLOW SPACE FOR ELECTRICAL SWITCHGEAR.
15	6" REFLECTORIZED ADDRESS NUMBERS - 6" BLACK
16	H.M. NGL. EXTERIOR DOOR AND FRAME - SEE DOOR SCHEDULE

ELEVATION SURFACES TABULATION:

	Brick	Stone	Facia Frieze	Total
South	903 sf 68%	269 sf 22%	110 sf 9%	1182 sf
North	550 sf 48%	505 sf 44%	116 sf 10%	1150 sf
East	772 sf 59%	387 sf 30%	167 sf 13%	1316 sf
West	823 sf 66%	520 sf 42%	165 sf 13%	1508 sf
Total	2203 sf 56.8%	1590 sf 32.8%	547 sf 10.8%	4340 sf

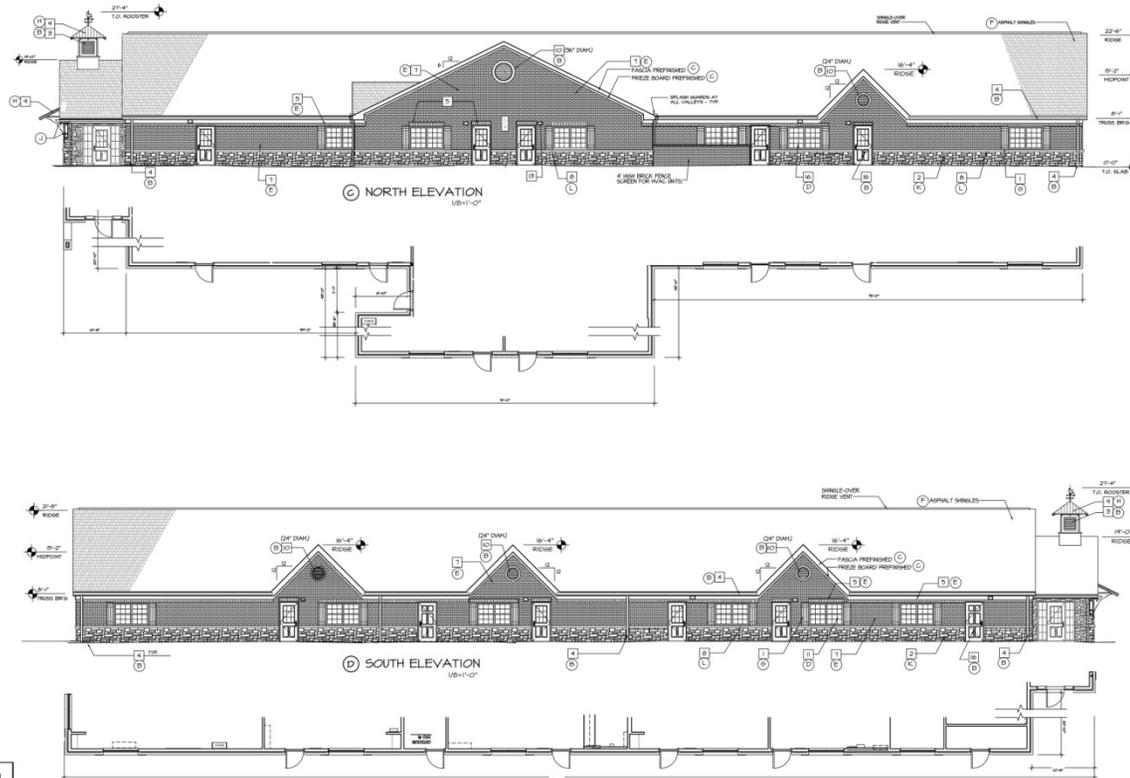


Exhibit C-2 - Part of Ordinance

A New Building For  
**Primrose School Franchising Company**  
 3860 Cedarcrest Road  
 Austin, Texas 78703  
 512.454.3028  
 info@primroseschools.com

Children's Design Group  
 Mark D. Parry, A.I.A. - Architect  
 GULF BAY, FL 33507  
 (813) 948-3028  
 mparry@childrensdesign.com

Site:  
 PRIMROSE SCHOOL  
 of RICHARDSON  
 JENKIN BOULEVARD  
 RICHARDSON, TX

Building Type:  
 TX-2014-5

Drawing Title:  
 EXTERIOR  
 ELEVATIONS

Date: 6/6/2014 Dm: STAFF  
 Csk: HEP

Drawing Number:  
 A-4b

Revisions:

**ORDINANCE NO. 4062**

**AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF RICHARDSON, AS HERETOFORE AMENDED, BY AMENDING AND RESTATING ORDINANCE NO. 4008 BY APPROVING A REVISED CONCEPT PLAN AND APPROVING BUILDING ELEVATIONS FOR A LIMITED SERVICE SUITE HOTEL ON A 2.351-ACRE TRACT ZONED I-M(1) INDUSTRIAL, LOCATED AT 2250 N. GLENVILLE DRIVE, AND BEING FURTHER DESCRIBED IN EXHIBIT “A”; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE. (ZONING FILE 14-18).**

**WHEREAS**, the City Plan Commission of the City of Richardson and the governing body of the City of Richardson, in compliance with the laws of the State of Texas and the ordinances of the City of Richardson, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, the governing body, in the exercise of the legislative discretion, has concluded that the Comprehensive Zoning Ordinance and Zoning Map should be amended; **NOW THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:**

**SECTION 1.** That Ordinance No. 4008 adopted on June 10, 2013, is hereby repealed.

**SECTION 2.** That the Comprehensive Zoning Ordinance and Zoning Map of the City of Richardson, Texas, duly passed by the governing body of the City of Richardson on the 5<sup>th</sup> day of June, 1956, as heretofore amended, be, by amending and restating Ordinance No. 4008 by approving a revised concept plan and approving building elevations for a limited service suite hotel on a 2.351-acre tract zoned I-M(1) Industrial, located at 2250 N. Glenville Drive, and being more particularly described in Exhibit “A” attached hereto and made a part hereof for all purposes.

**SECTION 3.** That the Property shall be used and developed only in accordance with the following development regulations:

1. A special permit is hereby granted for limited service suite hotel as defined in the Comprehensive Zoning Ordinance and shall be limited to the area shown on the concept plan attached as Exhibit “B” and made a part thereof.
2. Changes to the site plan, landscape plan, and building elevations in accordance with the attached exhibits shall be administratively approved.
3. The limited service suite hotel shall be constructed in substantial conformance with the concept plan and the building elevations attached as “Exhibits “C-1” and “C-2”.
4. If the Property is developed and used as a limited service suite hotel, such limited service hotel must be operated under and in accordance with a franchise agreement with Hilton Hotels whereby the limited service suite hotel is permitted to use the name and reservation system of Hilton Hotels. In the event the franchise agreement with Hilton Hotels is terminated or suspended and/or the limited service suite hotel ceases to operate under and in accordance with the franchise agreement with Hilton Hotels, this Special Permit shall terminate in accordance with Article XXII-A, Section 7 of the Comprehensive Zoning Ordinance, as amended.
5. As a condition to the issuance of the initial certificate of occupancy for the limited service suite hotel, the owner of the property and/or the operator of the limited service suite hotel shall provide the City with written evidence of the existence and good standing of a franchise agreement between the operator of the limited service suite hotel and Hilton Hotels. Furthermore, on each anniversary date of the date of issuance of the Certificate of Occupancy for the limited service suite hotel, the operator of the limited service suite hotel shall provide the City with written evidence of the existence and good standing of such franchise agreement.
6. The owner of the Property and/or the operator of the limited service suite hotel shall provide written notice to the City of the termination or suspension of the franchise agreement with Hilton Hotels or of any intent by Hilton Hotels to terminate such franchise agreement.
7. In the event the Special Permit granted pursuant to this Ordinance is terminated in accordance with Section (3), above, the continued use of the Property for a limited service hotel shall constitute an illegal use of the Property and not a non-conforming use pursuant to Article XXII of the Comprehensive Zoning Ordinance, as amended.

**SECTION 4.** That the above-described tract of land shall be used in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Richardson, Texas, as heretofore amended, and subject to the aforementioned special conditions.

**SECTION 5.** That all other provisions of the ordinances of the City of Richardson in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other

provisions of the ordinances of the City of Richardson not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**SECTION 6.** That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

**SECTION 7.** That an offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 8.** That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Richardson, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such case provide.

**DULY PASSED** by the City Council of the City of Richardson, Texas, on the 28th day of July, 2014.

**APPROVED:**

---

**MAYOR**

**APPROVED AS TO FORM:**

**CORRECTLY ENROLLED:**

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**CITY ATTORNEY**  
(PGS:7-21-14:TM 67215)

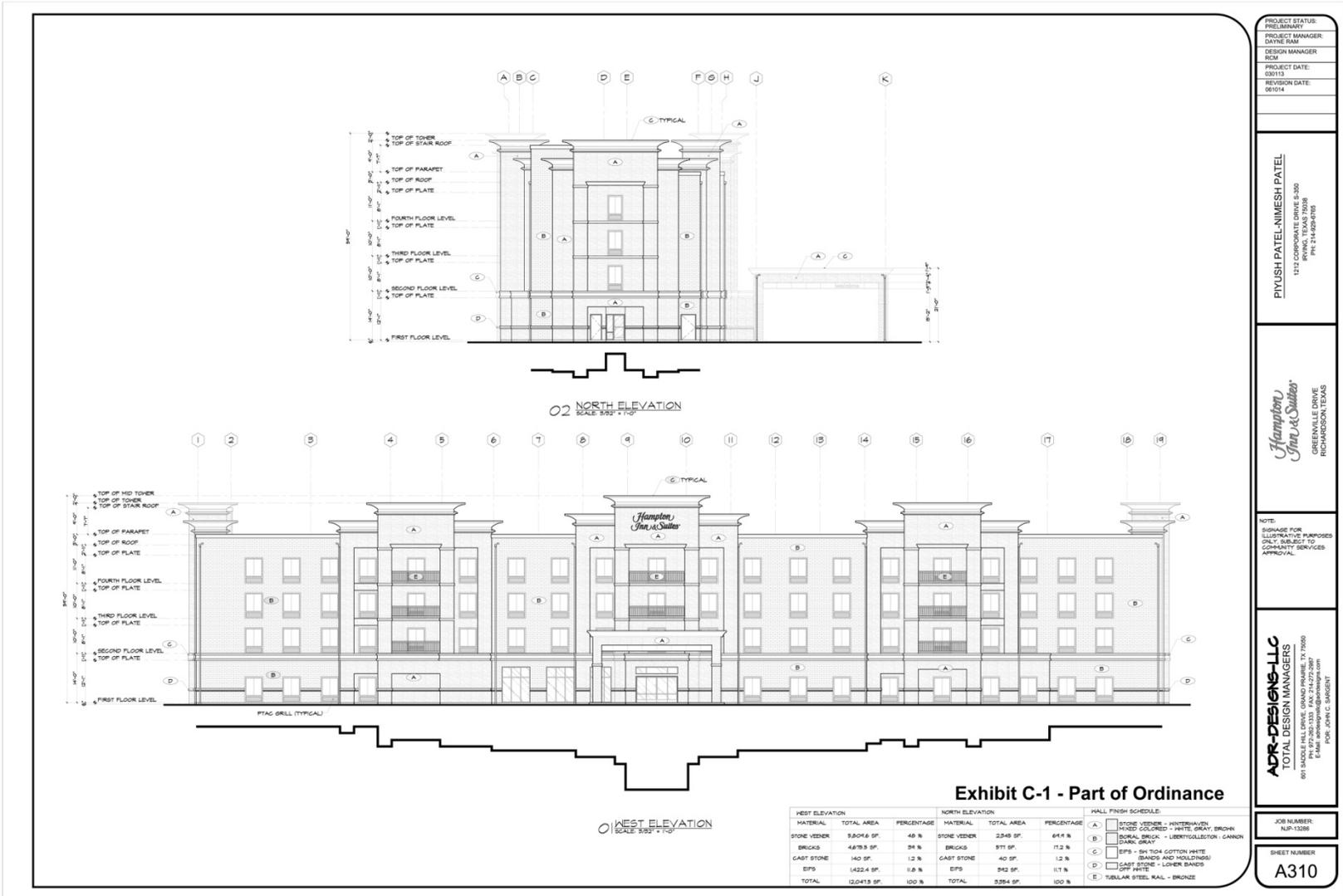
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**CITY SECRETARY**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**ZF 14-18**

BEING a 2.351-acre tract of land situated in the J.V. Vance Survey, Abstract No. 1513, Dallas County, Texas; said tract being all of Lot 10, Block 6, Greenway Addition, an addition to the City of Richardson, Texas according to the plat recorded in Instrument No. 201400101585 of the Plat Records of Dallas County, Texas.





PROJECT STATUS: PRELIMINARY  
 PROJECT MANAGER: DAYNE RAM  
 DESIGN MANAGER: BOB  
 PROJECT DATE: 08/13  
 REVISION DATE: 08/14

PIYUSH PATEL-NIMESH PATEL  
 1212 CORPORATE DRIVE S-300  
 GREENVILLE, TEXAS 75240  
 PH: 214-929-9100  
 FX: 214-929-9100

*Hampton*  
*Steel & Scaffolding*  
 GREENVILLE DRIVE  
 RICHARDSON, TEXAS

NOTE:  
 SIGNAGE FOR  
 ILLUSTRATIVE PURPOSES  
 ONLY. SUBJECT TO  
 SIGNART SERVICES  
 APPROVAL

ADR-DESIGNS-LLC  
 TOTAL DESIGN MANAGERS  
 601 MADRID HILL DRIVE, GRAND PRAIRIE, TX 75050  
 PH: 972-260-1333 FAX: 214-272-2867  
 E: info@adr-designs.com  
 POC: JOHN C. SERGENT

JOB NUMBER:  
 NJP-13268

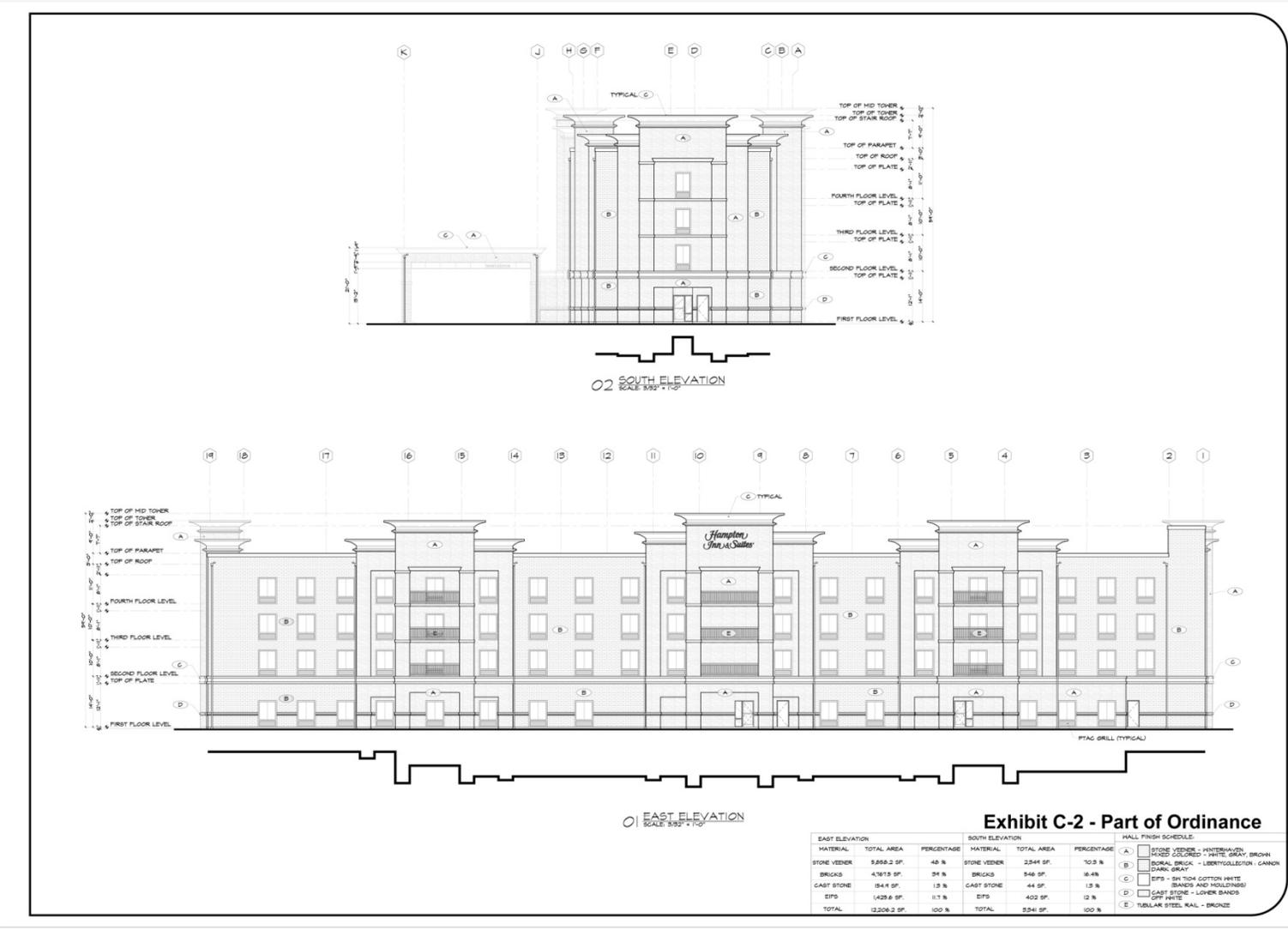
SHEET NUMBER:  
**A310**

**Exhibit C-1 - Part of Ordinance**

WEST ELEVATION			NORTH ELEVATION		
MATERIAL	TOTAL AREA	PERCENTAGE	MATERIAL	TOTAL AREA	PERCENTAGE
STONE VENEER	5,809.6 SF.	48 %	STONE VENEER	2,248 SF.	64.4 %
BRICKS	4,679.9 SF.	34 %	BRICKS	971 SF.	17.2 %
CAST STONE	140 SF.	1.2 %	CAST STONE	40 SF.	1.2 %
SIFS	1,422.4 SF.	10.8 %	SIFS	342 SF.	11.1 %
TOTAL	12,051.9 SF.	100 %	TOTAL	3,284 SF.	100 %

HALL FINISH SCHEDULE	
(A)	STONE VENEER - WINTERHAVEN, HAZEL COLORED - WHITE GRAY, BROWN
(B)	BORAL BRICK - LIBERTYCOLLECTION, CANNON DARK GRAY
(C)	SIFS - SH-104 COTTON WHITE (BANDS AND HOLDINGS)
(D)	CAST STONE - LOKER BANDS
(E)	TUBLAK STEEL RAIL - BRONZE



PROJECT STATUS: PRELIMINARY  
 PROJECT MANAGER: DAYNE DAM  
 DESIGN MANAGER: RCM  
 PROJECT DATE: 03/11/13  
 REVISION DATE: 08/16/14

PIYUSH PATEL/NIMESH PATEL  
 1312 CORPORATE DRIVE S-380  
 RICHMOND, TEXAS 77406  
 PH: 281-924-9185  
 PR: 281-924-9185

Hampton  
 Star of States  
 GREENVILLE DRIVE  
 RICHMOND, TEXAS

NOTE:  
 DRAWING FOR ILLUSTRATIVE PURPOSES ONLY. SUBJECT TO COMMUNITY SERVICES APPROVAL.

ADR-DESIGNS-LLC  
 TOTAL DESIGN MANAGERS  
 601 MADOLE HALL DRIVE, GRAND PRairie, TX 75050  
 PH: 972-266-1333 FAX: 972-777-0267  
 C: 972-266-1333  
 FOR: JOHN C. SARGENT

JOB NUMBER: N.P.13266

SHEET NUMBER: A311

Exhibit C-2 - Part of Ordinance

EAST ELEVATION			SOUTH ELEVATION			MATERIAL FINISH SCHEDULE	
MATERIAL	TOTAL AREA	PERCENTAGE	MATERIAL	TOTAL AREA	PERCENTAGE		
STONE VENEER	5,289.2 SF	49 %	STONE VENEER	3,544 SF	100 %	A	STONE VENEER - INTERMEDIATE (WHITE, GRAY, BROWN)
BRICKS	4,701.8 SF	29 %	BRICKS	348 SF	6.4%	B	BRICK - LIBERTY/COLLECTION - CANNON (DARK GRAY)
CAST STONE	184.4 SF	1.3 %	CAST STONE	44 SF	1.3 %	C	EIPS - SH TIGR Cotton WHITE (BANDS AND HOLDINGS)
EIPS	1,429.6 SF	11.7 %	EIPS	402 SF	12 %	D	CAST STONE - LOWER BANDS OFF WHITE
TOTAL	12,206.2 SF	100 %	TOTAL	3,544 SF	100 %	E	TUBULAR STEEL RAIL - BRONZE

**RESOLUTION NO. 14-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AMENDMENT #2 TO THE LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENT BY AND BETWEEN THE CITY OF RICHARDSON, TEXAS, AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION TO ADD THE GREEN RIBBON LANDSCAPING PROGRAM FOR THE GALATYN PARKWAY PROJECT; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council previously adopted Resolution No. 14-08 on April 14, 2014, which approved Amendment #1 to the Local Transportation Project Advance Funding Agreement by and between the City of Richardson, Texas, and the State of Texas, acting by and through the Texas Department of Transportation (herein "TxDOT"); and

**WHEREAS**, the City Council has been presented Amendment #2 to the Local Transportation Project Advance Funding Agreement by and between the City of Richardson, Texas, and the State of Texas, acting by and through the Texas Department of Transportation to add the green Ribbon Landscaping Program for the Galatyn Parkway Project, and to approve the payment by the City of \$19,342.97 upon execution of the amendment for increase in construction costs, said amendment being attached as Exhibit "A" and incorporated herein by reference; and

**WHEREAS**, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute Amendment #2 on behalf of the City of Richardson, Texas; **NOW THEREFORE**,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:**

**SECTION 1.** That Amendment #2 to the Local Transportation Project Advance Funding Agreement to add the Green Ribbon Landscaping Program for the Galatyn Parkway Project, attached hereto as Exhibit "A", having been reviewed by the City Council of the City of Richardson, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and the City Manager is hereby authorized to execute the Amendment #2 on behalf of the City of Richardson, Texas, and any amendments or other instruments related to the Local Transportation Advance Project Agreement.

**SECTION 2.** That this Resolution shall become effective immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Richardson,  
Texas, on this the 28th day of July, 2014.

CITY OF RICHARDSON, TEXAS

---

MAYOR

APPROVED AS TO FORM:

ATTEST:

---

CITY ATTORNEY

(PGS:7-22-14:TM 67174)

---

CITY SECRETARY

**EXHIBIT "A"**

CSJ #: 0918-45-821  
ROW/UTL CSJ #: 0918-47-009; UTL#: U13227  
District #: 18-Dallas  
Code Chart 64 #: 35200  
Project: Gatalyn Parkway  
Limits: From US 75 to Palisades Boulevard  
Federal Highway Administration CFDA#: 20.205  
Not Research and Development  
Funding Cat.: 5-CMAQ; 10-Green Ribbon  
County: Dallas

STATE OF TEXAS       §  
COUNTY OF TRAVIS   §

**ADVANCE FUNDING AGREEMENT  
AMENDMENT #2**

**THIS AMENDMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and the City of Richardson, acting by and through its duly authorized officials, called the Local Government.

**W I T N E S S E T H**

**WHEREAS**, the State and the Local Government executed a contract on July 20, 2007, and amended on May 16, 2014 to effectuate their agreement to provide roadway improvements to extend existing grade separation on Gatalyn Parkway from US 75 to Palisades Boulevard; and,

**WHEREAS**, it is necessary to add to the original contract, the Green Ribbon Landscaping Planting Program project funding and responsibilities; and,

**WHEREAS**, Rider 15 of Senate Bill 1 of the 82<sup>nd</sup> Legislature, expands the Green Ribbon Project, a public-private partnership initiative, to include the Green Ribbon Landscaping Planting Program, to enhance the appearance of public highways by incorporating in the design and improvement of public highways the planting of trees and shrubs, integrating public art, and highlighting cultural uniqueness of neighborhoods, and allocates funds for landscaping activities including the planting and establishment of trees and plants on the state highway to help mitigate the effects of air pollution in non-attainment and near non-attainment areas.

**WHEREAS**, the Texas Transportation Commission passed Minute Order 112531 that provides for the development of, and funding for, the Project described herein, and;

**WHEREAS**, the Local Government, upon completion of the landscaping activities by the State, desires to maintain the landscaping items along Gatalyn Parkway from US 75 to Palisades Boulevard; and

**WHEREAS**, the State will allow the Local Government to participate in the Green Ribbon Landscaping Planting Program by having the Local Government maintain, with State approval and at no cost to the State, the landscaping improvements along Gatalyn Parkway from US 75 to Palisades Boulevard, as described in Attachment D, Green Ribbon Landscaping Planting Project Responsibilities, which is attached and made a part of this Agreement.

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Amendment by resolution or ordinance dated \_\_\_\_\_, 20\_\_, which is attached to and made a part of this agreement as Attachment A-2 for the development of the Project.

**WHEREAS**, it has become necessary to amend that contract;

## EXHIBIT "A"

CSJ #: 0918-45-821  
ROW/UTL CSJ #: 0918-47-009; UTL#: U13227  
District #: 18-Dallas  
Code Chart 64 #: 35200  
Project: Gatalyn Parkway  
Limits: From US 75 to Palisades Boulevard  
Federal Highway Administration CFDA#: 20.205  
Not Research and Development  
Funding Cat.: 5-CMAQ; 10-Green Ribbon  
County: Dallas

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

### AGREEMENT

#### 1. Description of Amended Items

- A. Article 7, Environmental Assessment and Mitigation** is being amended to state "environmental assessment and mitigation will be carried out by the State as stated in the MAFA, without exception."
- B. Articles 9. Architectural and Engineering Services** of the original contract is deleted in its entirety and replaced with:
- 9. Architectural and Engineering Services**  
Architectural and engineering services will be provided by the State as stated in the Master Agreement. The State is responsible for performance of any required architectural or preliminary engineering work. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by State and Federal law.
- C. Article 12. Local Project Sources and Uses of Funds** of the original contract is deleted in its entirety and replaced with:
- 12. Local Project Sources and Uses of Funds**
- A.** A Project Budget Estimate is provided in Attachment C-2. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for one hundred percent (100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.
- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a

## EXHIBIT "A"

CSJ #: 0918-45-821  
ROW/UTL CSJ #: 0918-47-009; UTL#: U13227  
District #: 18-Dallas  
Code Chart 64 #: 35200  
Project: Gatalyn Parkway  
Limits: From US 75 to Palisades Boulevard  
Federal Highway Administration CFDA#: 20.205  
Not Research and Development  
Funding Cat.: 5-CMAQ; 10-Green Ribbon  
County: Dallas

certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- C. A Source of Funds estimate based on the Transportation Improvement Program (TIP) is also provided in Attachment C. Attachment C shows the percentage and estimated dollar amount to be contributed to the project by federal, state, and local sources. The parties agree that the LPAFA may be amended from time to time as required to meet the funding commitments based on revisions to the TIP, Federal Project Authorization and Agreement (FPAA), or other federal document.
- D. The Local Government is responsible for all non-federal and non-state funding, including any project cost overruns, unless otherwise provided for in this agreement or through amendment of this agreement.
- E. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.
- F. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- G. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- H. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive

**EXHIBIT "A"**

CSJ #: 0918-45-821  
ROW/UTL CSJ #: 0918-47-009; UTL#: U13227  
District #: 18-Dallas  
Code Chart 64 #: 35200  
Project: Gatalyn Parkway  
Limits: From US 75 to Palisades Boulevard  
Federal Highway Administration CFDA#: 20.205  
Not Research and Development  
Funding Cat.: 5-CMAQ; 10-Green Ribbon  
County: Dallas

than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

- I. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Any entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- J. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- K. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

**D. Article 13. Document and Information Exchange** of the original contract is deleted in its entirety and replaced with:

**13. Document and Information Exchange**

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**EXHIBIT "A"**

CSJ #: 0918-45-821  
ROW/UTL CSJ #: 0918-47-009; UTL#: U13227  
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Not Research and Development  
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County: Dallas

**E. Article 16. Signatory Warranty** of the original contract is deleted in its entirety and replaced with:

**23. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**F. Articles 16, 17, 18, 19, 20, 21, and 22** are being added to the original contract:

**16. Debarment Certification**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

**17. Cost Principles and Office of Management and Budget (OMB) Audit Requirements**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**18. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

<b>Local Government:</b>	<b>State:</b>
Senior Project Engineer City of Richardson 411 West Arapaho Road Richardson, Texas 75083	Director of Contract Services Office Texas Department of Transportation 125 E. 11 <sup>th</sup> Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party.

## EXHIBIT "A"

CSJ #: 0918-45-821  
ROW/UTL CSJ #: 0918-47-009; UTL#: U13227  
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County: Dallas

Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**19. Civil Rights Compliance**

The Local Government shall comply with the regulations of the U.S. Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**20. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C.** The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D.** The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E.** The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F.** Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not*

## EXHIBIT "A"

CSJ #: 0918-45-821  
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County: Dallas

*discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

### 21. Federal Funding Accountability and Transparency Act Requirements

**A.** Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and  
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>

**B.** The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
  - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
  - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

### 22. Single Audit Report

- A.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B.** If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>.

**EXHIBIT "A"**

CSJ #: 0918-45-821  
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County: Dallas

- C. If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

**G. Attachment C-1, Project Budget Estimate and Sources of Funds** of the original contract is deleted in its entirety and is replaced by **Attachment C-2, Project Budget Estimate and Sources of Funds**, which is attached and made part of this Agreement.

**H. Attachment D, Green Ribbon Landscaping Planting Project Responsibilities**, is added to the original contract and is attached to this Agreement.

All other provisions of the original contract are unchanged and remain in full force and effect.

**2. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT – CITY OF RICHARDSON**

By: \_\_\_\_\_  
Dan Johnson  
City Manager

Date: \_\_\_\_\_

**STATE OF TEXAS**

By \_\_\_\_\_  
Kenneth Stewart  
Interim Director of Contract Services  
Texas Department of Transportation

Date: \_\_\_\_\_

## **EXHIBIT “A”**

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### **ATTACHMENT A-2**

#### **Resolution of Local Government Approving this Agreement**

**EXHIBIT "A"**

CSJ #: 0918-45-821  
 ROW/UTL CSJ #: 0918-47-009; UTL#: U13227  
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**ATTACHMENT C-2  
 PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS**

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (by State)	\$60,000.00	80%	\$48,000.00	0%	\$0	20%	\$12,000.00
Engineering (by State)	\$540,000.00	80%	\$432,000.00	0%	\$0	20%	\$108,000.00
Right of Way (by Local)	\$1,000.00	0%	\$0	0%	\$0	100%	\$1,000.00
Eligible Utilities (by Local) (by Local-0918-47-009)	\$31,280.00	0%	\$0	0%	\$0	100%	\$31,280.00
Construction (by State)							
CMAQ	\$2,945,129.98	80%	\$2,356,103.98	0%	\$0	20%	\$589,026.00
Green Ribbon	\$54,182.70	80%	\$43,346.16	0%	\$0	20%	\$10,836.54
<b>Total Construction</b>	<b>\$2,999,312.68</b>		<b>\$2,399,450.14</b>	0%	\$0		<b>\$599,862.54</b>
<b>Subtotal</b>	<b>\$3,631,592.68</b>		<b>\$2,879,450.14</b>		<b>\$0</b>		<b>\$752,142.54</b>
Environmental Direct State Costs @5%	\$3,000.00	80%	\$2,400.00	0%	\$0	20%	\$600.00
Engineering Direct State Costs @5%	\$27,000.00	80%	\$21,600.00	0%	\$0	20%	\$5,400.00
Right of Way Direct State Costs	\$50.00	0%	\$0	0%	\$0	100%	\$50.00
Eligible Utilities Direct State Costs -	\$3,597.00	0%	\$0	0%	\$0	100%	\$3,597.00
Const Direct State Costs @11.5% CMAQ	\$338,689.95	80%	\$270,951.96	0%	\$0	20%	\$67,737.99
Indirect State Costs @ 4.83%	\$175,405.93	0%	\$0	100%	\$175,405.93	0%	\$0
<b>TOTAL</b>	<b>\$4,179,335.56</b>		<b>\$3,174,402.10</b>		<b>\$175,405.93</b>		<b>\$829,527.53</b>

Estimated Total Payment by the Local Government to the State: \$829,527.53

Payments received from the Local Government to the State: \$810,184.56  
 (Payments received: \$70,600.00-7/20/07; \$60,800.00-10/6/11; \$559,892.09-10/13/11; \$34,877-10/13/11;  
 \$16,949.45-3/22/13; \$32,669.31-7/2/13; \$34,396.71-1/8/14)

Estimated payment by the Local Government to the State upon execution of this Agreement: \$19,342.97

This is an estimate. The final amount of the Local Government participation will be based on actual costs.

## EXHIBIT "A"

CSJ #: 0918-45-821  
ROW/UTL CSJ #: 0918-47-009; UTL#: U13227  
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County: Dallas

### ATTACHMENT D

#### Green Ribbon Landscaping Planting Project Responsibilities

##### Contract Period

The Green Ribbon Landscaping Planting Project between the State and the Local Government becomes effective upon the date of final execution of this Agreement by the State, and the maintenance responsibilities by the Local Government shall extend from the completion of the landscape installation by the State's contractor, and remain in effect for a five year period. The agreement shall then renew automatically on an annual basis until it is mutually determined by the Local Government and the State the plant materials are sufficiently established to survive without additional care, or until this Agreement is terminated or modified as stated in the Master Agreement.

##### State's Responsibilities

The State will install landscape and irrigation in accordance to the plans and specifications set forth in the Project. The Local Government, having had the opportunity to review the plans, may provide input to the Engineer regarding the installation of the plant material and irrigation system under the contract.

##### Local Government's Responsibilities

Following the completed installation of the landscape items as shown in the plans, the Local Government will assume maintenance of the Project in accordance with State standards. The Local Government will:

For the work of plant maintenance, provide all reasonable means to preserve the plants existing within the project limits in a healthy and vigorous growing condition. This maintenance activity shall include but not be limited to the following:

- (1) Watering plants and vegetation
- (2) Plant bed and basin maintenance including shaping, weed control, and mulching/ mulch layering
- (3) Plant replacement after the original plant maintenance period
- (4) Insect, Disease, and Animal Control
- (5) Fertilizing
- (6) Mowing and Trimming
- (7) Re-staking, re-guying, re-bracing and, when applicable, removal of staking, guying and bracing
- (8) Pruning
- (9) Litter pickup

##### Irrigation System Operation and Maintenance

Permanent irrigation system operation and maintenance shall include, but not be limited to, watering, monitoring, adjustment, repairing, and proper operation of the existing irrigation system as required, to ensure adequate moisture to the plant material existing on the site. It shall also include adjusting the system to keep water off hardscapes. All replacement parts shall be of the same type and manufacturer as originally installed. Substitute parts may be allowed with the approval of the State prior to replacement.

CITY OF RICHARDSON

TO: Dan Johnson - City Manager  
THRU: Kent Pfeil - Director of Finance  
FROM: Pam Kirkland - Purchasing Manager  
SUBJECT: Bid Initiation Request # 60-14  
DATE: July 23, 2014

Request Council approval to initiate bids for the following:

Richardson Animal Shelter Clinic Addition

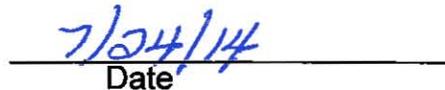
Proposed Council approval date: July 28, 2014  
Proposed advertising dates: July 30, 2014 & August 6, 2014  
Proposed bid due date: Thursday, August 28, 2014 – 2:00 p.m.  
Proposed bid opening date: Thursday, August 28, 2014 – 2:30 p.m.  
Engineer's estimated total cost: \$160,000  
Account: 313-9755-583-7521, Project #313204



Pam Kirkland, CPPO, CPPB  
Purchasing Manager



Kent Pfeil  
Director of Finance



Date

Approved: \_\_\_\_\_  
Dan Johnson  
City Manager

\_\_\_\_\_

Date



# MEMO

TO: Dan Johnson, City Manager  
THROUGH: Cliff Miller, Assistant City Manager *CM*  
FROM: Steve Spanos, P.E., Director of Engineering *SS*  
SUBJECT: Permission to Advertise the Richardson Animal Shelter Clinic Addition - Bid No. 60-14  
DATE: July 17, 2014

## BACKGROUND INFORMATION:

The Richardson Animal Shelter Clinic Addition project will increase the facility by approximately 430 SF and will include a surgical suite, equipment and associated renovations.

The project will be funded with a grant donated by a generous Richardson resident.

## FUNDING:

Funding is provided from Account # 313-9755-583-7521, Project # 313204

## SCHEDULE:

Capital Projects plans for this project to begin construction November 2014 and be completed by April 2015.

Cc: Brad Bernhard, P.E., Project Engineer *bb*

**NOTICE TO CONTRACTORS  
CITY OF RICHARDSON**

**Richardson Animal Shelter Clinic Addition  
BID # 60-14**

Sealed bids addressed to the Purchasing Manager, of the City of Richardson, Texas, will be received at the Office of the City Purchasing Department, Suite 101, City Hall, 411 West Arapaho Road, Richardson, Texas, until **Thursday, August 28, 2014 at 2:00 pm** and will be opened and read aloud in the **Parks Department Conference Room 208**, 30 minutes later that same day, for furnishing all labor, materials, tools and equipment, and performing all work required including all appurtenances for:

The Richardson Animal Shelter Clinic Addition project will increase the facility by approximately 430 Square Feet and will include a surgical suite and associated renovations. Work generally includes load bearing masonry construction with a single slope metal roof, associated site work and utilities.

Proposals shall be accompanied by a certified or cashier's check on a state or national bank in an amount not less than five percent (5%) of the possible total of the bid submitted, payable without recourse to the City of Richardson, Texas, or an acceptable bid bond for the same amount from a reliable surety company as a guarantee that the bidder will enter into a contract and execute required Performance and Payment Bonds within ten (10) days after notice of award of contract. The City will attempt to award the Contract within 90 days after the opening of bids.

The successful bidder must furnish a Performance Bond upon the form provided in the amount of one hundred percent (100%) of the contract price, a material and labor Payment Bond upon the form provided in the amount of one hundred percent (100%) of the contract price, and a Maintenance Bond upon the form provided in the amount of one hundred percent (100%) of the contract price, from a surety authorized under the laws of the State of Texas to act as a surety on bonds for principals.

The right is reserved, as the interest of the Owner may require, to reject any and all bids, to waive any informality in the bids received, and to select bid best suited to the Owner's best interest. The Contractor, to be successful in bidding this project, must have completed a minimum of three similar projects within the last five years.

**A maximum of One Hundred fifty (150) calendar days will be allowed for construction.**

An additional Forty (40) days will be authorized if Alternates 1 and 2 are accepted.

One CD containing plans, specifications and bid documents may be secured from the Office of the City Engineer, Capital Projects Department in Room 204, of the Richardson Civic Center/City Hall, 411 West Arapaho Road, Richardson, Texas, beginning at 12:00 p.m. on **Tuesday, July 29, 2014** upon a **NON-REFUNDABLE FEE OF Twenty-five Dollars (\$25.00)** per CD, payable to the City of Richardson, accompanied by the contractor's name, address, phone number, email address and FAX number.

A voluntary pre-bid conference will be held **Thursday, August 21, 2014 at 2:00 pm** at the Richardson Animal Shelter, 1330 Columbia Dr., Richardson, TX.

By:/s/Laura Maczka, Mayor  
City of Richardson  
P. O. Box 830309  
Richardson, Texas 75083

**Richardson Animal Shelter Clinic Addition**  
**Bid No. 60-14**

Agenda Paperwork to Advertise	Friday, July 18, 2014
Council Authorization to Advertise	Monday, July 28, 2014
Plans/Specs Available for Contractors	Tuesday, July 29, 2014
Advertise in Dallas Morning News	Wednesday, July 30, 2014
Advertise in Dallas Morning News	Wednesday, Aug. 6, 2014
Advertise in Dallas Morning News	Wednesday, Aug. 13, 2014
Pre-Bid Meeting (2 pm Richardson Animal Shelter)	Thursday, Aug. 21, 2014
Proposals Received/Opened (@ 2:00 open @ 2:30 Room 208)	Thursday, Aug. 28, 2014
Agenda Paperwork to Award Contract	Friday, Sept. 12, 2014
Council to Award Contract	Monday, Sept. 22, 2014
Pre-Construction Meeting	~ October, 2014
Project Start	~ Nov. 2014
Project 150 Calendar Days	~April 2015

*Project Manager: Brad Bernhard  
Engineers Estimate: \$160,000  
Account # 313-9755-583-7521, Project # 313204*

CITY OF RICHARDSON

TO: Dan Johnson - City Manager  
 THRU: Kent Pfeil - Director of Finance  
 FROM: Pam Kirkland - Purchasing Manager  
 SUBJECT: Competitive Sealed Proposal Initiation Request # CSP #904-14  
 DATE: July 23, 2014

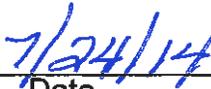
Request Council approval to initiate proposals for the following:

2015 Renner Tower Rehab Project

Proposed Council approval date: July 28, 2014  
 Proposed advertising dates: July 30, 2014 & August 6, 2014  
 Proposal due date: Thursday, August 14, 2014 – 2:00 p.m.  
 Proposal opening date: Thursday, August 14, 2014 – 2:30 p.m.  
 Engineer's estimated total cost: \$700,000  
 Account: 2015 C.O.'s

  
 Pam Kirkland, CPPO, CPPB  
 Purchasing Manager

  
 Kent Pfeil  
 Director of Finance

  
 Date

Approved: \_\_\_\_\_  
 Dan Johnson  
 City Manager

\_\_\_\_\_  
 Date



## MEMO

TO: Dan Johnson, City Manager  
THROUGH: Don Magner, Assistant City Manager   
FROM: Joe Travers, Assistant Director of Public Services   
SUBJECT: Permission to Advertise 2015 Renner Tower Rehab Project  
CSP No. 904-14  
DATE: July 18, 2014

### BACKGROUND INFORMATION:

Complete rehabilitation and coating of the "Renner Tank" interior wet steel surfaces, the spot cleaning and spot coating of the interior dry steel surfaces and the complete rehabilitation and coating of the exterior steel surfaces with containment. Additional work items include: installation of new interior container ladder, safe-climbing device, walkway toe bars, clog resistant roof vent, and cathodic protection system; modification of roof manhole curb, including other incidental items such as coordination with the OWNER, first anniversary evaluation, disposal of debris, and site restoration. The project is expected to extend the life of the tower by at least 20 years.

### FUNDING:

Funding is anticipated from 2015 C.O.'s.

### SCHEDULE:

Public Services plan for this project to begin construction November 2014 and be completed by February 2015.

**NOTICE TO CONTRACTORS  
CITY OF RICHARDSON**

**2015 RENNER TOWER REHAB PROJECT**

**CSP #904-14**

Competitive Sealed Proposals addressed to the Purchasing Manager, of the City of Richardson, Texas, will be received at the Office of the City Purchasing Department, Suite 101, City Hall, 411 West Arapaho Road, Richardson, Texas, until **Thursday at 2:00 p.m. on August 14, 2014**, and will be opened and read aloud in the **Capital Projects Conference Room 206**, 30 minutes later that same day, for furnishing all labor, materials, tools and equipment, and performing all work required including all appurtenances for this project:

Complete rehabilitation and coating of the "Renner Tank" interior wet steel surfaces, the spot cleaning and spot coating of the interior dry steel surfaces and the complete rehabilitation and coating of the exterior steel surfaces with containment. Additional work items include: installation of new interior container ladder, safe-climbing device, walkway toe bars, clog resistant roof vent, and cathodic protection system; modification of roof manhole curb, including other incidental items such as coordination with the OWNER, first anniversary evaluation, disposal of debris, and site restoration. The project is expected to extend the life of the tower by at least 20 years.

Proposals shall be accompanied by a certified or cashier's check on a state or national bank in an amount not less than five percent (5%) of the possible total of the bid submitted, payable without recourse to the City of Richardson, Texas, or an acceptable bid bond for the same amount from a reliable surety company as a guarantee that the bidder will enter into a contract and execute required Performance and Payment Bonds within ten (10) days after notice of award of contract. The City will attempt to award the Contract within 90 days after the opening of proposals.

The successful contractor must furnish a Performance Bond upon the form provided in the amount of one hundred percent (100%) of the contract price, a material and labor Payment Bond upon the form provided in the amount of one hundred percent (100%) of the contract price, and a Maintenance Bond upon the form provided in the amount of one hundred percent (100%) of the contract price, from a surety authorized under the laws of the State of Texas to act as a surety on bonds for principals.

Proposals will be evaluated and a ranked list of candidates provided within 45 days of receipt of proposals. Evaluation procedures, including weighted ranking criteria may be obtained from the City of Richardson, Capital Projects Department, 411 W. Arapaho Road, Suite 204, Richardson, TX 75080 telephone (972) 744-4280.

**A maximum of Ninety (90) calendar days will be allowed for construction.**

One set of plans, specifications and proposal documents may be secured from Tank Industry Consultants, Inc., located at 7740 W. New York Street, Indianapolis, Indiana, 46214, telephone (317) 271-3100, **beginning at 12:00 p.m. on Tuesday, July 29, 2014** upon payment of a non-refundable fee of **Fifty Dollars (\$50.00)** per set, accompanied by the contractor's name, address, phone number, email address and FAX number.

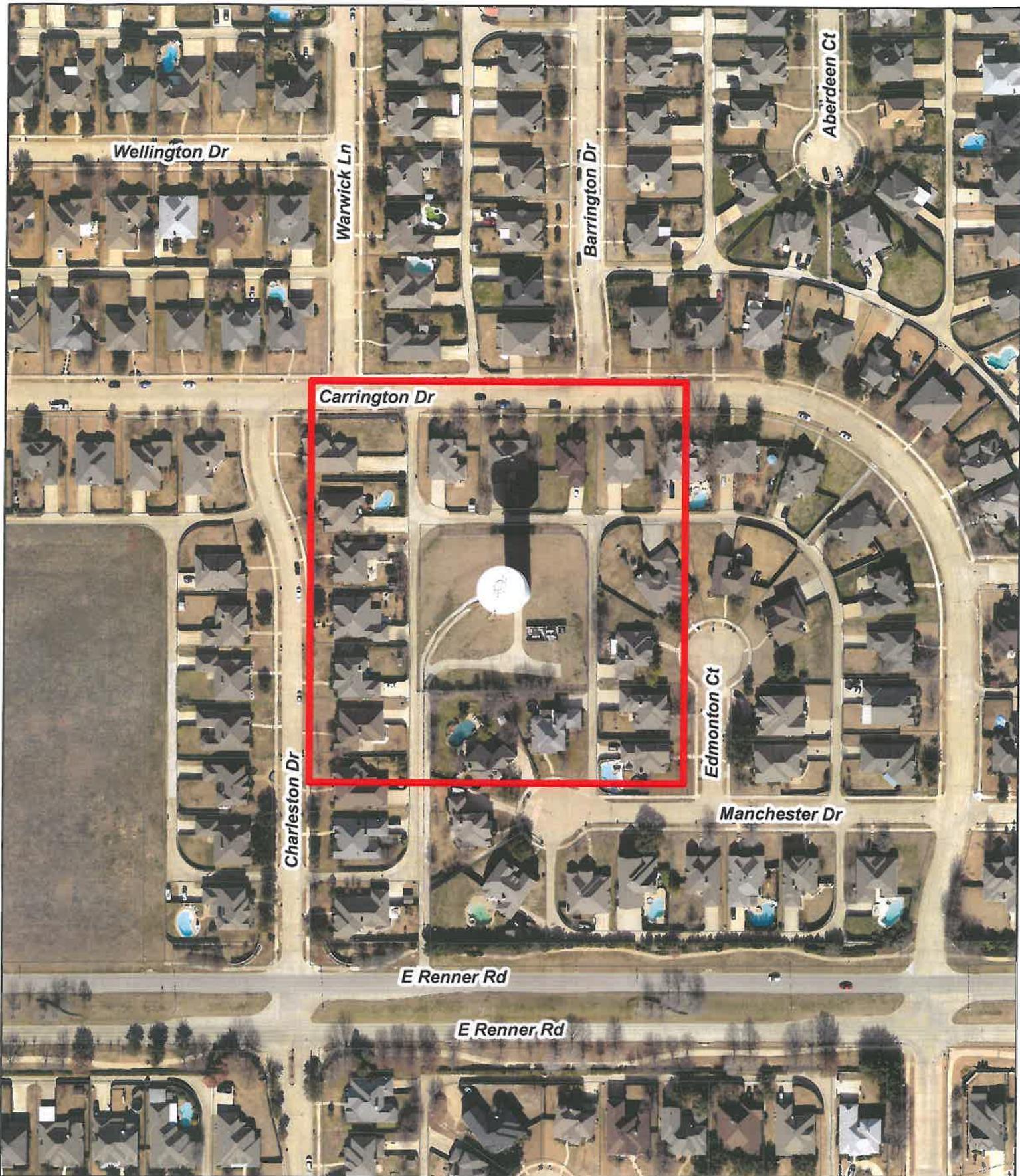
A pre-proposal conference will be held **Thursday, August 7, 2014 at 1:00 p.m.**, in the **Capital Projects Conference Room 206**, Richardson Civic Center/City Hall. Attendance is not mandatory but is strongly encouraged. A site visit will follow the conference. **All proposers are required to visit the site.** The Proposer shall provide a signed affidavit (included in the Project Documents), stating the tank and site have been visited by the Proposer. Failure to provide the signed affidavit will result in the proposal being considered non-responsive.

By:/s/Laura Mackza, Mayor  
City of Richardson  
P. O. Box 830309  
Richardson, Texas 75083

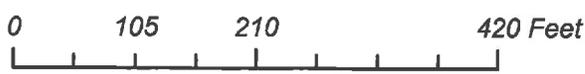
**PROPOSED PROJECT SCHEDULE**  
**2015 RENNER TOWER REHAB PROJECT**  
**CSP No. 904-14**

Agenda Paperwork to Advertise	Friday, July 18, 2014
Council Authorization to Advertise	Monday, July 28, 2014
Plans/Specs Available for Proposers	Tuesday, July 29, 2014
Advertise in Dallas Morning News	Wednesday, July 30, 2014
Advertise in Dallas Morning News	Wednesday, Aug. 6, 2014
Pre-Proposal Meeting (1:00 pm Room 206)	Thursday, Aug. 7, 2014
Proposals Received/Opened (@ 2:00 open @ 2:30 Room 206)	Thursday, Aug. 14, 2014
Agenda Paperwork to Award Contract	Friday, August 29, 2014
Council to Award Contract	Monday, Sept. 8, 2014
Pre-Construction Meeting	~ November 1, 2014
Project Start	~ November 15, 2014
Project 90 Calendar Days	~ February, 2015

*Project Manager: Joe Travers*  
*Engineers Estimate: \$700,000*  
*2015 C.O.'s*



**Renner Tower**  
**5601 E Renner Rd**  
**Richardson, Texas**





## MEMO

**DATE:** July 17, 2014

**TO:** Kent Pfeil – Director of Finance

**FROM:** Pam Kirkland – Purchasing Manager *Pam*

**SUBJECT:** Award of Bid #41-14 for an annual requirements contract for hazardous materials emergency response services with Protect Environmental Services, Inc. pursuant to unit prices and percentage of discount from list prices

**Proposed Date of Award: July 28, 2014**

I concur with the recommendation of Bill Alsup – Director of Health, and request permission to issue an annual requirements contract for the hazardous materials emergency response services to, Protect Environmental Services, Inc. pursuant to unit prices and discount from list prices.

The intent of this contract is to take a proactive approach for cleanup of emergency spills of various types of hazardous materials which periodically take place throughout the city. This contract will also provide immediate remediation of incidents which could happen in a disaster situation. The contract provides for unit prices for basic equipment and products needed for remediation, as well as, percentage of discounts from list prices on other items not specifically called out in the bid. The award of this contract allows use of the services as the requirements and needs of the agency arise on an annual basis and during any subsequent renewal period(s). Since the City is not obligated to pay for or use a minimum or maximum amount of services, payment will be rendered pursuant to the unit prices and percentage of discount from list prices bid.

As mentioned in Mr. Alsup's attached memo, it is impossible to estimate the annual usage of these types of services and the Health Department currently has budgeted \$15,000 in account 511-5510-503-3499 for FY13-14. However, as part of our emergency management initiative, we are asking for council approval to utilize this contract for any amount of services, as necessary and pursuant to the unit prices/discount from list prices, in an emergency situation.

The award of this bid was based on best value criteria as provided in the Texas Local Government Code, Chapter 252.043, which allows consideration of other factors besides price alone when awarding a contract for goods and services. The bids were evaluated on the following criteria specified in the bid:

- 1) experience in handling emergency hazardous materials response programs for governmental agencies;
- 2) experience with various types of hazardous situations;
- 3) experience/education of personnel;
- 4) experience/education in bioterrorism;
- 5) experience/education responding to natural gas emergencies;
- 6) quality of references;
- 7) adequate resources and locale to respond to calls in a timely manner;
- 8) cost.

Six responses were received from Clean Harbors Environmental Services, Inc., Cleaning Guys, LLC, ES&H of Dallas, LLC, Protect Environmental Services, Inc., SWS Environmental Services, and TAS Environmental. Protect Environmental Services, Inc. provided the bid with the best value and received the highest score in the evaluations. The contract term will be for one year with options to renew for up to four (4) additional one-year periods, if acceptable to both parties.

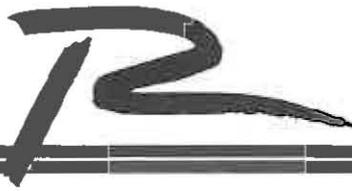
The bid was advertised in the Dallas Morning News on April 8 & 15, 2014 and was posted on Bidsync. A prebid conference was held on April 16, 2014 and six bidders and two staff members were in attendance. A total of 1,375 bids were electronically solicited; 33 vendors viewed the bids, and six bids were received.

Concur:



Kent Pfeil

ATTACHMENTS



## MEMO

**DATE:** July 14, 2014

**TO:** Pam Kirkland, Purchasing Manager

**FROM:** Bill Alsup, Director of Health *BA*

**SUBJECT:** Hazardous Materials Emergency Response Services

The Health Department recommends awarding Bid No. 41-14, Hazardous Materials Emergency Response Services, to Protect Environmental Services, Inc. While it is unknown what, if any, services will be provided, we have budgeted \$15,000.00 for FY 2014. The recommended award of this bid is based on best value criteria, and committee members from Health, Fire, and the Purchasing Department evaluated proposals based on: Experience in handling emergency hazardous materials response programs for governmental agencies, experience with various types of hazardous situations, education/experience of personnel, experience/education in responding to bioterrorism, experience/education in responding to natural gas emergencies, quality of references, and adequate resources and locale to respond to calls in a timely manner.

Six proposals were received and the proposal from Protect Environmental Services, Inc. received the highest score.

Funding will be from Account number 511 5510 503 3499  
Let me know if you need any additional information.

**HAZARDOUS MATERIALS EMERGENCY RESPONSE SERVICE**  
**ATTACHMENT F 1- BID SCHEDULE - MOBILE EQUIPMENT**

*Please make note of any exceptional charges or unusual circumstances affecting costs. Add additional sheets as necessary. All categories may not be required for completion of this contract. Be sure to indicate a description of the type of supervisor, technician, and the unit of measure that will be charged (i.e. per hour or per day, etc).*

OFFEROR'S NAME: Protect Environmental Services, Inc.

CATEGORY	TYPE/BRAND	QTY.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
<b>MOBILE EQUIPMENT - Will include operator unless otherwise specified</b>					
Emergency Response Vehicle	Truck 2WD	1	p/day	100.00	100.00
Mileage	Mile	1	p/mile	1.00	1.00
Crew Truck	Truck 2WD	1	p/day	100.00	100.00
Utility Vehicle	Automobile	1	p/day	No Charge	No Charge
Mileage	Mile	1	p/mile	No Charge	No Charge
Trailer	Emergency Response	1	p/day	100.00	100.00
Trailer	Utility	1	p/day	No Charge	No Charge
Vacuum Truck	120 bbl	1	p/hr	120.00	120.00
Bob Cat	Skid Steer	1	p/day	600.00	600.00
Backhoe/Loader	580	1	p/day	300.00	300.00
Excavator	Track	1	p/day	No Charge	No Charge
Rubber Tire Loader	2 YD Loader	1	p/day	No Charge	No Charge

No Charge: Means that Protect does not charge the clients for these items. It does not mean we do not offer it.

Tractor	Kubota	1	p/day	No Charge	No Charge
Tractor		1	p/day	No Charge	No Charge
Tiller		1	p/day	No Charge	No Charge
Motorized Street Sweeper	Road Broom	1	p/day	600.00	600.00
Roll-Off Truck		1	p/hr	120.00	120.00
Equipment Delivery		1	p/trip-one way	100.00	100.00

**If overtime is charged for operator, please indicate when and how it will be calculated.**

After 8 hrs of service then time and one half begins. If work is on holidays, weekends or nighttime (after 5 pm before 8 am) O.T. is applied.

**PLEASE STATE THE PERCENTAGE OF DISCOUNT FROM PUBLISHED LIST PRICE FOR ANY OTHER ITEMS NOT SPECIFIED ABOVE.**

5 % DISCOUNT FROM LIST

**MOBILE EQUIPMENT SUB-TOTAL \$ 2141.00**

**HAZARDOUS MATERIALS EMERGENCY RESPONSE SERVICE**  
**ATTACHMENT F 2 – BID SCHEDULE - CONTAINERS**

***Please make note of any exceptional charges or unusual circumstances affecting costs.** Add additional sheets as necessary. All categories may not be required for completion of this contract. Be sure to indicate a description of the type of supervisor, technician, and the unit of measure that will be charged (i.e. per hour or per day, etc).*

OFFEROR'S NAME: Protect Environmental Services, Inc.

CATEGORY	TYPE/BRAND	QTY.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
<b>CONTAINERS</b>					
Bucket	5 gal poly	1	ea	47.00	47.00
Bucket	5 gal steel	1	ea	47.00	47.00
Bucket		1			
Drum	30 gal poly	1	ea	70.00	70.00
Drum	30 gal steel	1	ea	70.00	70.00
Drum	55 gal poly open top	1	ea	80.00	80.00
Drum	55 gal poly closed top	1	ea	80.00	80.00
Drum	55 gal steel open top	1	ea	80.00	80.00
Drum	55 gal steel closed top	1	ea	80.00	80.00
Drum	85 gal poly open top	1	ea	100.00	100.00
Drum	85 gal steel open top	1	ea	100.00	100.00
Drum		1			

No Charge: Means that Protect does not charge the clients for these items. It does not mean we do not offer it.



**HAZARDOUS MATERIALS EMERGENCY RESPONSE SERVICE**  
**ATTACHMENT F 3 – BID SCHEDULE - LABOR**

*Please make note of any exceptional charges or unusual circumstances affecting costs. Add additional sheets as necessary. All categories may not be required for completion of this contract. Be sure to indicate a description of the type of supervisor, technician, and the unit of measure that will be charged (i.e. per hour or per day, etc).*

OFFEROR'S NAME: Protect Environmental Services, Inc.

CATEGORY	TYPE	QTY.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
<b>LABOR</b>					
Principal		1	p/hr		
Manager	Project Manager	1	p/hr		
Supervisor	Emergency Response	1	p/hr	60.00	60.00
Supervisor		1	p/hr		
Supervisor		1	p/hr		
Site Safety Officer		1	p/hr	30.00	30.00
Certified Industrial Hygienist (CIH)		1	p/hr	40.00	40.00
Scientist	Chemist	1	p/hr	No Charge	No Charge
Scientist	Geologist	1	p/hr	No Charge	No Charge
Scientist	Hydrologist	1	p/hr	No Charge	No Charge
Scientist		1			

No Charge: Means that Protect does not charge the clients for these items. It does not mean we do not offer it.

Engineer	P.E.	1	p/hr	30.00	30.00
Technician	cert. Haz Mat	1	p/hr	30.00	30.00
Technician	cert. Emergency Response	1	p/hr	35.00	35.00
Technician		1			
Technician		1			
Specialist	Resource Manager	1	p/hr	30.00	30.00
Specialist		1			
Clerical	Admin	1	p/hr	30.00	30.00
Overtime		1			
(Indicate days, And/or hours	Overtime is any time before 8:00 am and after 5:00 pm Monday through Friday. Saturday and Sunday are Overtime hours. All recognized				
Overtime Will be Charged	governmental holidays would be considered as holidays and charged as overtime as well.				
<b>Other:</b>					

**LABOR SUBTOTAL: \$** 285.00

**HAZARDOUS MATERIALS EMERGENCY RESPONSE SERVICE**  
**ATTACHMENT F 4 - BID SCHEDULE - MATERIALS**

*Please make note of any exceptional charges or unusual circumstances affecting costs. Add additional sheets as necessary. All categories may not be required for completion of this contract. Be sure to indicate a description of the type of supervisor, technician, and the unit of measure that will be charged (i.e. per hour or per day, etc).*

OFFEROR'S NAME: Protect Environmental Services, Inc.

CATEGORY	TYPE/BRAND	QTY.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
<b>MATERIALS</b>					
Absorbent	Clay	1	p/bag	15.00	15.00
Absorbent	Oil Boom	1	p/bundle	200.00	200.00
Absorbent	Vermiculite	1	p/bag	No Charge	No Charge
Absorbent Pads	18" X 18"	1	p/bundle	100.00	100.00
Absorbent	pillows	1	ea	5.00	5.00
Microbial Cleaner		1	Gallon	No Charge	No Charge
Lime		1	Gallon	No Charge	No Charge
Sodium Hypochlorite		1	55 Gal.	No Charge	No Charge
AFFF	Pail	1	5 Gal.	No Charge	No Charge
AFFF	Brush	1	ea	No Charge	No Charge
Decon Supplies	Pails	1	ea	No Charge	No Charge
Decon Supplies		1	ea	No Charge	No Charge

No Charge: Means that Protect does not charge the clients for these items. It does not mean we do not offer it.

Decon Supplies		1	ea	No Charge	No Charge
Decon Supplies		1			
Plastic Sheeting	6 mil 100' X 20'	1	p/roll	120.00	120.00
Plastic Sheeting		1			
Plastic Sheeting		1			
Samplers		1			
Samplers		1			
Samplers		1			
Compressor	100 efm	1	p/day	100.00	100.00
Compressor		1			
Pump	2" trash	1	p/day	No Charge	No Charge
Pump	2" centrifugal	1	p/day	No Charge	No Charge
Pump	1" D. Diaphragm	1	p/day	No Charge	No Charge
Pump	2" D. Diaphragm	1	p/day	No Charge	No Charge
Boat	17' john boat	1	p/day	No Charge	No Charge
Boat		1			
Boat		1			
Boom		1			
Boom		1			
Broom	corn	1	ea	20.00	20.00
Broom	street	1	ea	40.00	40.00
Skimmer		1			
Skimmer		1			
Blower	20 cfm	1	p/day	No Charge	No Charge
Blower	60 cfm	1	p/day	No Charge	No Charge

No Charge: Means that Protect does not charge the clients for these items. It does not mean we do not offer it.

Auger		1				
Auger		1				
Generator		1				
Drum De-Header		1				
Lights	Demo (2)	1	p/day	No Charge	No Charge	
Light Plant	tower	1	p/day	No Charge	No Charge	
Post Hole Digger	2" auger	1	p/day	No Charge	No Charge	
Pressure Washer	steam/ trailer mounted	1	p/day	200.00	200.00	
Reactive Chemical Carrier		1				
Remote Drilling Apparatus		1				
Fire Suit	Bunker gear	1	p/day	No Charge	No Charge	
Non-Sparking Tool Kit	set	1	p/day	No Charge	No Charge	
Vacuum	HEPA	1	p/day	No Charge	No Charge	
Vacuum	Mercury	1	p/day	No Charge	No Charge	
Vacuum drum	55 gal	1	p/day	80.00	80.00	
<b>PLEASE STATE THE PERCENTAGE OF DISCOUNT FROM PUBLISHED LIST PRICE FOR ANY OTHER ITEMS NOT SPECIFIED ABOVE.</b>						
<u>5</u> % DISCOUNT FROM LIST						

**MATERIALS SUB-TOTAL \$ 880.00**

No Charge: Means that Protect does not charge the clients for these items. It does not mean we do not offer it.

**HAZARDOUS MATERIALS EMERGENCY RESPONSE SERVICE**  
**ATTACHMENT F 5 – BID SCHEDULE – MONITORS/EQUIPMENT**

*Please make note of any exceptional charges or unusual circumstances affecting costs. Add additional sheets as necessary. All categories may not be required for completion of this contract. Be sure to indicate a description of the type of supervisor, technician, and the unit of measure that will be charged (i.e. per hour or per day, etc).*

OFFEROR'S NAME: Protect Environmental Services, Inc.

CATEGORY	TYPE/BRAND	QTY.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
<b>MONITORS/EQUIPMENT</b>					
PID	mini rae	1	p/day	50.00	50.00
PID		1			
Oxygen Meter	Lumidor	1	p/day	No Charge	No Charge
OVA		1			
OVA		1			
Explosimeter	mini rae	1	p/day	No Charge	No Charge
Tritector		1			
Multiple Gas Detector	Lumidor- 4 gas	1	p/day	50.00	50.00
Detector Tubes	Drager	1	ea	No Charge	No Charge
pH Meter		1			
pH Meter	Potent	1	p/day	No Charge	No Charge
Haz-cat Analysis	Haz-Cat	1	ea	No Charge	No Charge

No Charge: Means that Protect does not charge the clients for these items. It does not mean we do not offer it.

DO Meter	1
Sub-surface Soil Analysis	1

**PLEASE STATE THE PERCENTAGE OF DISCOUNT FROM PUBLISHED LIST PRICE FOR ANY OTHER ITEMS NOTSPECIFIED ABOVE.**

5 % DISCOUNT FROM LIST

**METERS/EQUIPMENT SUB-TOTAL \$** 100.00

No Charge: Means that Protect does not charge the clients for these items. It does not mean we do not offer it.

**HAZARDOUS MATERIALS EMERGENCY RESPONSE SERVICE**  
**ATTACHMENT F 6 – BID SCHEDULE – OTHER EQUIPMENT OR SUPPLIES**

*Please make note of any exceptional charges or unusual circumstances affecting costs. Add additional sheets as necessary. All categories may not be required for completion of this contract. Be sure to indicate a description of the type of supervisor, technician, and the unit of measure that will be charged (i.e. per hour or per day, etc).*

OFFEROR'S NAME: Protect Environmental Services, Inc.

CATEGORY	TYPE/BRAND	QTY.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
<b>OTHER EQUIPMENT OR SUPPLIES</b>					
Communication Equipment	radios- 2 way	1	p/day	No Charge	No Charge
Heat Stress Supplies	ice/vest	1	p/day	No Charge	No Charge
Photos	digital	1	p/page	10.00	10.00
<b>PLEASE STATE THE PERCENTAGE OF DISCOUNT FROM PUBLISHED LIST PRICE FOR ANY OTHER ITEMS NOTSPECIFIED ABOVE.</b>					
			5	<b>% DISCOUNT FROM LIST</b>	

**OTHER EQUIPMENT OR SUPPLIES**  
**SUB-TOTAL \$ 10.00**

**HAZARDOUS MATERIALS EMERGENCY RESPONSE SERVICE**  
**ATTACHMENT F 7 – BID SCHEDULE - PPE**

*Please make note of any exceptional charges or unusual circumstances affecting costs. Add additional sheets as necessary. All categories may not be required for completion of this contract. Be sure to indicate a description of the type of supervisor, technician, and the unit of measure that will be charged (i.e. per hour or per day, etc).*

OFFEROR'S NAME: Protect Environmental Services, Inc.

CATEGORY	TYPE/BRAND	QTY.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
<b>PPE</b>					
Booties	haz-mat rubber	1	pr	5.00	5.00
Boots	haz-mat saranex	1	pr	No Charge	No Charge
Boots	chemical	1	pr	No Charge	No Charge
Overshoes	chemical	1	pr	No Charge	No Charge
Gloves	nitriles	1	pr	5.00	5.00
Gloves	leather	1	pr	10.00	10.00
Gloves	string-cotton	1	pr	2.00	2.00
Gloves	petro-flex	1	pr	No Charge	No Charge
Gloves	neox	1	pr	No Charge	No Charge
Gloves	cotton	1	pr	No Charge	No Charge
Glove Liners	latex	1	pr	1.00	1.00
Glove Liners	vinyl	1	pr	No Charge	No Charge

No Charge: Means that Protect does not charge the clients for these items. It does not mean we do not offer it.

Level "A" Suit	kappler- SCBA	1	ea	100.00	100.00
Level "A" Suit	kappler- airline	1	ea	No Charge	No Charge
Level "A" Suit		1			
Level "B" Suit	kappler- barricade	1	ea	100.00	100.00
Level "B" Suit	CPF	1	ea	No Charge	No Charge
Level "B" Suit		1			
Level "C" Suit	kappler- saranex	1	ea	30.00	30.00
Level "C" Suit	lakeside	1	ea	No Charge	No Charge
Level "C" Suit		1			
Splash Suit	poly- vinyl	1	ea	No Charge	No Charge
Saranex Suit		1			
Tyvek Suit	kappler	1	ea	25.00	25.00

**PLEASE STATE THE PERCENTAGE OF DISCOUNT FROM PUBLISHED LIST PRICE FOR ANY OTHER ITEMS NOT SPECIFIED ABOVE.**

5 % DISCOUNT FROM LIST

**PPE SUB-TOTAL** \$ 278.00

No Charge: Means that Protect does not charge the clients for these items. It does not mean we do not offer it.



# MEMO

**DATE:** July 23, 2014  
**TO:** Kent Pfeil – Director of Finance  
**FROM:** Pam Kirkland – Purchasing Manager *Pam*  
**SUBJECT:** Change Order to decrease purchase order 140701 to 3D Paving & Contracting LLC for the 2010 Sidewalk Replacement Project Region 10 in the amount of \$228,850

**Proposed Date of Award: July 28, 2014**

I concur with the recommendation of Steve Spanos – Director of Engineering, and request permission to decrease the above referenced purchase order in the amount of \$228,850, as outlined in Mr. Spanos attached memo.

Texas Local Government Code Chapter 252.048 allows for change orders to contracts if plans or specifications are necessary after or during the performance of the contract to decrease or increase the quantity of work to be performed or of materials, equipment or supplies to be furnished. The contract may not be increased by more than 25% of the original contract amount or decreased more than 25% without the consent of the contractor and any change order over \$50,000 must be approved by the governing body of the municipality.

This change order is within the 25% maximum change order limit but requires approval by the governing body because it is over \$50,000.

Concur:

*Kent Pfeil*  
\_\_\_\_\_  
Kent Pfeil

Approved:

\_\_\_\_\_  
Dan Johnson

## ATTACHMENTS

Xc: Dan Johnson  
David Morgan  
Cliff Miller  
Don Magner  
Shanna Sims-Bradish



# MEMO

TO: Pam Kirkland, Purchasing Manager  
FROM: Steve Spanos, P.E., Director of Engineering *SS*  
SUBJECT: Change Order #1 to DECREASE Purchase Order #140701  
3D Paving & Contracting LLC - 2010 Sidewalk Replacement Project Region 10  
DATE: 07/17/2014

## ACTION REQUESTED

Process change order #1 to decrease Purchase Order #140701.

## ACCOUNT SUMMARY

Original Purchase Order	\$971,287.70
Change Order #1	(\$228,850.00)
<b>Total Authorized Contract Amount</b>	<b>\$742,437.70</b>

## BACKGROUND INFORMATION

Sidewalk Replacement Project Region 10 is located south of Centennial between Greenville Avenue and the KCS Rail Road. As construction has progressed, the estimated quantity of sidewalk and ramp replacement required in this region has been updated. The updated quantity estimates are less than the original quantity included in the contract. The reduced quantity is in part due to ramp replacement completed in his region through the Safe Routes to School Program. As a result of the revised quantities the contract amount can be reduced by \$228,850.00. 3D Paving and Contracting LLC has agreed to the decrease in contract amount.

## FUNDING INFORMATION

Account# 378-8703-585-7524 Project#NV1007

CC: Edward Witkowski P.E. Project Engineer *EW*  
Robert Walker Construction Inspector  
Kristen Billings Contracts Administrator  
Carolyn Kaplan Capital Project Accountant



# MEMO

**DATE:** July 23, 2014  
**TO:** Kent Pfeil – Director of Finance  
**FROM:** Pam Kirkland – Purchasing Manager   
**SUBJECT:** Change Order to increase purchase order 131567 to Estrada Concrete Company for the 2010 Sidewalk Replacement Project Regions 9 & 11 in the amount of \$274,300

**Proposed Date of Award: July 28, 2014**

I concur with the recommendation of Steve Spanos – Director of Engineering, and request permission to increase the above referenced purchase order in the amount of \$274,300, as outlined in Mr. Spanos attached memo.

Texas Local Government Code Chapter 252.048 allows for change orders to contracts if plans or specifications are necessary after or during the performance of the contract to decrease or increase the quantity of work to be performed or of materials, equipment or supplies to be furnished. The contract may not be increased by more than 25% of the original contract amount or decreased more than 25% without the consent of the contractor and any change order over \$50,000 must be approved by the governing body of the municipality.

This change order is within the 25% maximum change order limit but requires approval by the governing body because it is over \$50,000.

Concur:

  
\_\_\_\_\_  
Kent Pfeil

Approved:

\_\_\_\_\_  
Dan Johnson

## ATTACHMENTS

Xc: Dan Johnson  
David Morgan  
Cliff Miller  
Don Wagner  
Shanna Sims-Bradish



# MEMO

TO: Pam Kirkland, Purchasing Manager  
FROM: Steve Spanos, P.E., Director of Engineering   
SUBJECT: Change Order #1 to INCREASE Purchase Order #131567  
Estrada Concrete Co. - 2010 Sidewalk Replacement Project Regions 9 & 11  
DATE: 07/18/2014

## ACTION REQUESTED

Process change order #1 to INCREASE Purchase Order #131567

## ACCOUNT SUMMARY

Original Purchase Order	\$1,224,620.00
Change Order #1	\$274,300.00
<b>Total Authorized Contract Amount</b>	<b>\$1,498,920.00</b>

## BACKGROUND INFORMATION

City Council authorizing the City Manager to execute Change Order No. 1 to INCREASE Purchase Order No. 131567 in the amount of \$274,300.00 to Estrada Concrete Co. Sidewalk Replacement Project Regions 9 and 11 are bound by Campbell Road, Jupiter Road, Belt Line Road and Plano Road. Construction in the portion of the regions south of Arapaho Road has been completed. As construction progressed, the estimated quantity of sidewalk and ramp replacement required in the project area has been updated. The updated quantity estimates are more than the original quantity included in the contract. The contract increase of \$274,000.00 is needed to complete the additional sidewalk replacement.

## FUNDING INFORMATION

Funding is provided 2010 G.O. Bond Neighborhood Vitality Account.

Cc: Edward Witkowski P.E. Project Engineer   
Robert Walker Construction Inspector  
Kristen Billings Contracts Administrator  
Carolyn Kaplan Capital Project Accountant