**RICHARDSON CITY COUNCIL**
**MONDAY, MARCH 23, 2015**
**WORK SESSION AT 6:00 PM; COUNCIL MEETING AT 7:00 PM**
**CIVIC CENTER/CITY HALL, 411 W. ARAPAHO, RICHARDSON, TX**

The Richardson City Council will conduct a Work Session at 6:00 p.m. on Monday, March 23, 2015 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 7:00 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 UPDATE ON THE DOG PARK**

**C. REVIEW AND DISCUSS THE CREATION OF A MAKERSPACE AREA AT THE RICHARDSON PUBLIC LIBRARY AND 3D PRINTING**

**D. 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 – 7:00 PM, COUNCIL CHAMBERS

**1. INVOCATION – STEVE MITCHELL**

**2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – STEVE MITCHELL**

**3. MINUTES OF THE MARCH 16, 2015 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.** CONSIDER ADOPTION OF ORDINANCE NO. 4106, AUTHORIZING THE ISSUANCE OF "CITY OF RICHARDSON, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015"; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

**6.** CONSIDER ADOPTION OF ORDINANCE NO. 4107, AUTHORIZING THE ISSUANCE OF "CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2015A"; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

**7.** CONSIDER ADOPTION OF ORDINANCE NO. 4108, AUTHORIZIING THE ISSUANCE OF "CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2015B"; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

**PUBLIC HEARING ITEMS:**

**8.** PUBLIC HEARING, ZONING FILE 15-01, A REQUEST BY MARY RYAN BEDOSKY, REPRESENTING CALYPSO PRODUCTS INC., FOR A CHANGE IN ZONING OF AN 8.1-ACRE SITE FROM I-M(1) INDUSTRIAL WITH SPECIAL CONDITIONS TO PD PLANNED DEVELOPMENT TO ALLOW ADDITIONAL USES AND A REQUEST FOR APPROVAL OF A SPECIAL PERMIT FOR A SMOKING ESTABLISHMENT FOR A 3,700-SQUARE FOOT LEASE SPACE ON A PROPERTY AT 1002 N. CENTRAL EXPRESSWAY (EAST SIDE OF CENTRAL EXPRESSWAY, NORTH OF ARAPAHO ROAD). THE PROPERTY IS CURRENTLY ZONED I-M(1) INDUSTRIAL.

**9.** PUBLIC HEARING, ZONING FILE 15-02, A REQUEST BY CHARLIE W. CHEN, REPRESENTING C&P TMS GROUP, LP, TO REVOKE ORDINANCE 4057, A SPECIAL PERMIT FOR AN EVENT/COMMUNITY CENTER CONDITIONALLY GRANTED TO AND RESTRICTED TO MOHAMMED SADIUL MOIN, AND APPROVAL OF A SPECIAL PERMIT FOR AN APPROXIMATE 4,500-SQUARE FOOT EVENT/COMMUNITY CENTER TO BE LOCATED AT 999 E. ARAPAHO ROAD (NORTH SIDE OF ARAPAHO ROAD, BETWEEN EXECUTIVE DRIVE AND INTERNATIONAL PARKWAY). THE PROPERTY IS CURRENTLY ZONED I-M(1) INDUSTRIAL.

**ACTION ITEMS:**

**10.** A REQUEST BY SCOT WHITWER, GREEN BRICK PARTNERS, REPRESENTING CENTENNIAL PARK RICHARDSON, LTD., FOR APPROVAL OF BUILDING ELEVATIONS FOR (16) TOWNHOMES. THE 1.63-ACRE SITE IS LOCATED AT THE NORTHWEST CORNER OF SPRING VALLEY ROAD AND GREENVILLE AVENUE.

**11. 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. CONSIDER ADOPTION OF ORDINANCE NO. 4109, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE IV., BOARDS, COMMISSIONS, ETC., DIVISION 2, ARTS COMMISSION, BY AMENDING SECTION 2.101 TO ADD SUBSECTION (5) TO ADD CULTURAL ARTS COMMISSION RESPONSIBILITIES REGARDING PUBLIC ART.

B. CONSIDER THE FOLLOWING RESOLUTIONS:

1. RESOLUTION NO. 15-10, TERMINATING THE TERMS AND CONDITIONS OF A PROJECT SPECIFIC AGREEMENT (HEREINAFTER "AGREEMENT") REGARDING LOOKOUT DRIVE, SUPPLEMENTAL TO THE MASTER ROAD & BRIDGE INTERLOCAL MAINTENANCE AGREEMENT BY AND BETWEEN DALLAS COUNTY, TEXAS (HEREINAFTER "COUNTY"), AND THE CITY OF RICHARDSON, TEXAS (HEREINAFTER "CITY") (COUNTY AND CITY BEING HEREINAFTER REFERRED TO AS "PARTIES").

2. RESOLUTION NO. 15-11, APPROVING THE TERMS AND CONDITIONS OF A PROJECT SPECIFIC AGREEMENT FY2015 (HEREINAFTER "AGREEMENT") REGARDING COIT ROAD, SUPPLEMENTAL TO THE MASTER ROAD & BRIDGE INTERLOCAL MAINTENANCE AGREEMENT BY AND BETWEEN DALLAS COUNTY, TEXAS (HEREINAFTER "COUNTY"), AND THE CITY OF RICHARDSON, TEXAS (HEREINAFTER "CITY"), AND AUTHORIZING ITS EXECUTION BY THE MAYOR.

3. RESOLUTION NO. 15-12, TERMINATING THE MARCH 4, 2014, PSA REGARDING ARAPAHO ROAD AND ENTER INTO A NEW PROJECT SPECIFIC AGREEMENT REGARDING ARAPAHO ROAD AND APPROVING THE TERMS AND CONDITIONS OF A PROJECT SPECIFIC AGREEMENT FY2014 (HEREINAFTER "AGREEMENT") REGARDING ARAPAHO ROAD, SUPPLEMENTAL TO THE MASTER ROAD & BRIDGE INTERLOCAL MAINTENANCE AGREEMENT BY AND BETWEEN DALLAS COUNTY, TEXAS (HEREINAFTER "COUNTY"), AND THE CITY OF RICHARDSON, TEXAS (HEREINAFTER "CITY") (COUNTY AND CITY BEING HEREINAFTER REFERRED TO AS "PARTIES"), AND AUTHORIZING ITS EXECUTION BY THE MAYOR.

4. RESOLUTION NO. 15-13, APPROVING THE TERMS AND CONDITIONS OF A PROJECT SPECIFIC AGREEMENT (HEREINAFTER "AGREEMENT") TO THE MASTER AGREEMENT GOVERNING MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS REGARDING SPRING VALLEY ROAD, BY AND BETWEEN DALLAS COUNTY, TEXAS (HEREINAFTER "COUNTY"), AND THE CITY OF RICHARDSON, TEXAS (HEREINAFTER "CITY"), AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER.

5. RESOLUTION NO. 15-14, ADOPTING THE CITY OF RICHARDSON PUBLIC ART MASTER PLAN, ATTACHED HERETO AS EXHIBIT "A"; AND AUTHORIZING THE CITY MANAGER TO IMPLEMENT THE PLAN.

C. AUTHORIZE THE ADVERTISEMENT OF BID #52-15 – 2010 BOND PROGRAM STREET REHABILITATION (OLD CAMPBELL ROAD). BIDS TO BE RECEIVED BY TUESDAY, APRIL 14, 2015 AT 2:00 P.M.

D. CONSIDER AWARD OF THE FOLLOWING BIDS:

1. BID #53-15 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO SAM PACK'S FIVE STAR FORD FOR THE COOPERATIVE PURCHASE OF (2) FORD F-350 CREWCAB SUPER-DUTY TRUCKS FOR THE FIRE DEPARTMENT THROUGH THE STATE OF TEXAS CONTRACT #071-072-AT2014 IN THE AMOUNT OF $79,270.

2. BID #54-15 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO MCNEILUS COMPANIES/MCNEILUS TRUCK & MANUFACTURING FOR THE COOPERATIVE PURCHASE OF A FRONT LOADER BODY FOR THE SOLID WASTE DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT STATEWIDE PURCHASING COOPERATIVE BUYBOARD CONTRACT #425-13 IN THE AMOUNT OF $102,479.

**EXECUTIVE SESSION**

In compliance with Section 551.071 (2) of the Texas Government Code, Council will convene into a closed session to discuss the following:

- Consultation with City Attorney
    - Briefing Regarding the Regulation of Community and Group Homes

**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, MARCH 20, 2015, 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

| | |
|---|---|
| Worksession Meeting Date: | Monday, March 23, 2015 |
| Agenda Item: | Review and Discuss Update on the Dog Park |
| Staff Resource: | Lori Smeby, Director of Parks and Recreation<br>Shanna Sims-Bradish, Assistant City Manager |
| Summary: | City staff will provide an update on the construction of a new dog park within Richardson. |
| Board/Commission Action: | N/A |
| Action Proposed: | N/A |

City of Richardson
City Council Worksession
Agenda Item Summary

| | |
|---|---|
| Worksession Meeting Date: | Monday, March 23, 2015 |
| Agenda Item: | Review and Discuss the Creation of a MakerSpace Area at the Richardson Public Library and 3D Printing. |
| Staff Resource: | Susan Allison, Library Director |
| Summary: | Staff will provide an update on the recent creation of a MakerSpace area on the second floor of the Library that includes a 3D printer. This new space has been called C-Tech (creative technology) @ RPL and allows Library patrons to print three dimensional objects for school projects and other practical uses. |
| Board/Commission Action: | N/A |
| Action Proposed: | None |

# MINUTES
## RICHARDSON CITY COUNCIL
## WORK SESSION AND COUNCIL MEETING
## MARCH 16, 2015

**WORK SESSION – 6:00 P.M.:**

- **Call to Order**
  Mayor Maczka called the meeting to order at 6:00 p.m. with the following Council members present:

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

Absent:
Kendal Hartley — 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 |
| Michael Spicer | Director of Development Services |
| Bill Alsup | Director of Health |

Consultants:
Meridith McKinley, Via Partnerships, LLP

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

Michael Spicer, Director of Development Services, reviewed Zoning File 14-43, Variance 15-01, and Variance 15-02. Don Magner, Assistant City Manager, reviewed Sign Control Board Case 15-04.

### B. REVIEW AND DISCUSS A REPORT FROM THE AUDIT COMMITTEE

Audit Committee Chair, Paul Voelker, explained that KPMG, has been the City's external Auditor for past 13 years and served the City well. He stated that Committee has discussed the process for initiating a Request for Proposal and since receiving the audit in the last month, the timing is right to begin this process. He stated that staff will initiate the process and Council will review in May. Mayor Pro Tem Townsend and Mayor Maczka reiterated that this is no reflection on the current auditors or process. Mayor Maczka stated that this is just a good governance practice to ensure the city is getting the best value. She explained that the current auditors would also receive a Request for Proposal. Mayor Maczka stated that lowest price isn't always the best; the goal is to receive the best value-add.

**C. REVIEW AND DISCUSS THE PROPOSED CITY OF RICHARDSON'S PUBLIC ART MASTER PLAN**

Meridith McKinley, Consultant from Via Partnerships, LLP; and Assistant City Manager Shanna Sims-Bradish reviewed this item for Council.

**D. REVIEW AND DISCUSS FOOD TRUCK REGULATIONS**

Bill Alsup, Director of Health, reviewed this item for Council.

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

Councilmember Solomon introduced his spring break intern, a junior from UTD majoring in Finance and Business. Councilmember Dunn commented on the upcoming annual 5k for Richardson High School and J.J. Pearce High School. Mayor Maczka reported on the City Council's meetings with state legislators and noted the importance of Council representing the City of Richardson for important legislative issues that may affect Richardson residents.

## COUNCIL MEETING – 7:00 PM, COUNCIL CHAMBERS

**1. INVOCATION – PAUL VOELKER**

**2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – PAUL VOELKER**

**3. MINUTES OF THE FEBRUARY 9, 2015 MEETING**

**Council Action**

Councilmember Mitchell moved to approve the Minutes as presented. Councilmember Voelker seconded the motion. A vote was taken and passed, 6-0 with Councilmember Hartley absent.

**4. VISITORS**

Ms. Shirley Wilson-Sigler addressed Council regarding the availability of coupons for recycling bags for apartment residents. Assistant City Manager Don Magner addressed her concerns.

Mr. Michael Walters addressed Council regarding new development and inquired about the creation of new jobs. Mayor Maczka explained in general terms that the City Council is always conscientious about projects that will bring jobs to the City of Richardson.

Mr. Aron Frydberg addressed Council as a representative for the sign for Sign Control Board Case 15-04, Govindji's Jewelers, and explained the process of amending the sign for City approval and requested Council approval.

**PUBLIC HEARING ITEMS:**

**5. PUBLIC HEARING, ZONING FILE 14-43 AND CONSIDER ADOPTION OF ORDINANCE NO. 4105, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP BY GRANTING A CHANGE IN ZONING FROM O-M OFFICE WITH SPECIAL CONDITIONS TO PD PLANNED DEVELOPMENT FOR O-M OFFICE DISTRICT USES FOR A 0.356-ACRE TRACT LOCATED AT THE SOUTHWEST CORNER OF ARAPAHO ROAD AND NEWBERRY DRIVE, RICHARDSON, TEXAS.**

**Public Hearing**
The applicant, Robert Norris, was available to answer Council questions. With no public comments submitted, the Public Hearing was closed with a motion by Councilmember Mitchell, seconded by Councilmember Voelker, and approved 6-0 with Councilmember Hartley absent.

**Council Action**
Mayor Pro Tem Townsend moved to approve the change in zoning and Ordinance No. 4105 as presented. Councilmember Solomon seconded the motion. A vote was taken and passed, 6-0 with Councilmember Hartley absent.

**ACTION ITEMS:**

**6. VARIANCE NO. 15-01: CONSIDER AND TAKE NECESSARY ACTION ON A REQUEST FOR A VARIANCE TO CHAPTER 21: SUBDIVISION AND DEVELOPMENT CODE, ARTICLE III, SECTION 21-52(I) [OFF STREET PARKING] FOR A REDUCTION IN THE NUMBER OF REQUIRED PARKING SPACES APPLICANT: KAYLA WELSCH, KIMLEY-HORN AND ASSOCIATES, REPRESENTING KDC.**

**Council Action**
Councilmember Solomon moved to approve the variance as presented. Councilmember Dunn seconded the motion. A vote was taken and passed, 6-0 with Councilmember Hartley absent.

**7. VARIANCE NO. 15-02: CONSIDER AND TAKE NECESSARY ACTION ON A REQUEST FOR A VARIANCE TO CHAPTER 21: SUBDIVISION AND DEVELOPMENT CODE, ARTICLE III, SECTION 21-47(D) [SCREENING AND OPEN SPACE], TO ELIMINATE A PORTION OF A REQUIRED SCREENING WALL. APPLICANT: KAYLA WELSCH, KIMLEY-HORN AND ASSOCIATES, REPRESENTING KDC.**

**Council Action**
Councilmember Solomon moved to approve the variance as presented. Councilmember Dunn seconded the motion. A vote was taken and passed, 6-0 with Councilmember Hartley absent.

**8. RECEIVE THE MARCH 4, 2015 SIGN CONTROL BOARD MINUTES AND CONSIDER FINAL APPROVAL OF SCB CASE #15-04, GOVINDJI'S JEWELERS.**

**Council Action**
Councilmember Mitchell moved to approve the receipt of the Sign Control Board Minutes and the approval of SCB Case #15-04. Mayor Pro Tem Townsend seconded the motion. A vote was taken and passed, 6-0 with Councilmember Hartley absent.

**9. CONSENT AGENDA:**

**A. AUTHORIZE THE ADVERTISEMENT OF BID #43-15 – PUBLIC SAFETY COMPLEX SECURITY ENHANCEMENTS. BIDS TO BE RECEIVED BY THURSDAY, APRIL 9, 2015 AT 2:00 P.M.**

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

1. **BID #12-15 – WE REQUEST AUTHORIZATION TO ISSUE A COOPERATIVE ANNUAL REQUIREMENTS CONTRACT TO BOUND TREE MEDICAL, LLC. FOR MEDICAL SUPPLIES FOR THE FIRE DEPARTMENT PURSUANT TO UNIT PRICES.**

2. **BID #16-15 – WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO ESTRADA CONCRETE COMPANY FOR STREET REHABILITATION PURSUANT TO UNIT PRICES.**

3. **BID #37-15 – WE REQUEST AUTHORIZATION TO ISSUE A COOPERATIVE ANNUAL REQUIREMENTS CONTRACT TO BOUND TREE MEDICAL, LLC. FOR PHARMACEUTICAL ITEMS FOR THE FIRE DEPARTMENT PURSUANT TO UNIT PRICES.**

4. **BID #47-15 – WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO HD SUPPLY WATERWORKS FOR NEPTUNE WATER METERS AND PARTS PURSUANT TO UNIT PRICES.**

5. **BID #48-15 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO MEDORA CORPORATION FOR FOUR (4) SOLAR POWERED POTABLE WATER TANK MIXERS FOR ELEVATED AND GROUND STORAGE TANKS IN THE AMOUNT OF $169,053.**

6. **BID #51-15 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO STRYKER EMS EQUIPMENT FOR EMS AMBULANCE COTS AND STAIR CHAIRS IN THE AMOUNT OF $60,889.08.**

**Council Action**

Councilmember Solomon moved to approve the Consent Agenda as presented. Councilmember Voelker seconded the motion. A vote was taken and passed, 6-0 with Councilmember Hartley absent.

**EXECUTIVE SESSION**

In compliance with Section 551.072 of the Texas Government Code, Council will convene into a closed session to discuss the following:

- Deliberation Regarding Real Property
    - Property Considerations in the U.S. 75/W. Arapaho Rd. Area

**Council Action**

The Council convened into Executive Session at 8:45 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**

The Council reconvened into Regular Session at 9:38 p.m. There was no action as a result of the Executive Session.

**ADJOURNMENT**

With no further business, the meeting was adjourned at 9:38 p.m.

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MAYOR

ATTEST:

_____

CITY SECRETARY

ORDINANCE NO. 4106

AN ORDINANCE authorizing the issuance of "CITY OF RICHARDSON, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015"; specifying the terms and features of said bonds; levying a continuing direct annual ad valorem tax for the payment of said bonds; providing for the redemption of certain outstanding obligations of the City; and resolving other matters incident and related to the issuance, sale, payment and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement, a Purchase Agreement and a Special Escrow Agreement and the approval and distribution of an Official Statement; and providing an effective date.

WHEREAS, the City Council of the City of Richardson, Texas (the "City") has heretofore issued, sold, and delivered, and there is currently outstanding obligations totaling in original principal amount $64,290,000 of the following issues or series (hereinafter collectively referred to as the "Refunded Obligations"), to wit:

(1) City of Richardson, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2005, dated April 1, 2005, scheduled to mature on February 15 in each of the years 2016 through 2025, inclusive, and aggregating in the principal amount of $680,000 (the "Series 2005 Refunded Certificates");

(2) City of Richardson, Texas, General Obligation Refunding and Improvement Bonds, Series 2005, dated April 1, 2005, scheduled to mature on February 15 in each of the years 2016 through 2025, inclusive, and aggregating in the principal amount of $6,345,000 (the "Series 2005 Refunded Bonds") and further described as follows:

(3) City of Richardson, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2006, dated July 1, 2006, being the portion of such certificates eligible to be refunded under federal tax laws and scheduled to mature on February 15 in each of the years 2017 through 2026, inclusive, and aggregating in the principal amount of $3,070,000 (the "Series 2006 Refunded Certificates"), and further described as follows:

| Year of Maturity | Principal Amount Outstanding | Principal Amount Being Refunded |
|---|---|---|
| 2017 | $ 250,000 | $ 175,000 |
| 2018 | 260,000 | 180,000 |
| 2019 | 270,000 | 190,000 |
| 2020 | 285,000 | 200,000 |
| 2021 | 295,000 | 205,000 |
| 2022 | 310,000 | 215,000 |
| 2023 | 325,000 | 225,000 |
| 2024 | 340,000 | 235,000 |
| 2025 | 360,000 | 250,000 |
| 2026 | 375,000 | 260,000 |

(4) City of Richardson, Texas, General Obligation Refunding and Improvement Bonds, Series 2006, dated July 1, 2006, being the portion of such certificates eligible to be refunded under federal tax laws and scheduled to mature on February 15 in each of the years 2017 through 2026, inclusive, and aggregating in the principal amount of $54,195,000 (the "Series 2006 Refunded Bonds"), and further described as follows:

| Year of Maturity | Principal Amount Outstanding | Principal Amount Being Refunded |
|---|---|---|
| 2017 | $ 5,910,000 | $ 4,165,000 |
| 2018 | 6,220,000 | 4,380,000 |
| 2019 | 4,045,000 | 2,850,000 |
| 2019 | 2,500,000 | 1,760,000 |
| 2020 | 6,880,000 | 4,845,000 |
| 2021 | 6,520,000 | 4,595,000 |
| 2022 | 3,990,000 | 2,810,000 |
| 2023 | 4,200,000 | 2,960,000 |
| 2024 | 4,415,000 | 3,110,000 |
| 2025 | 4,640,000 | 3,270,000 |
| 2026 | 4,875,000 | 3,435,000 |

WHEREAS, pursuant to the provisions of Texas Government Code, Chapter 1207, as amended ("Chapter 1207"), the City Council is authorized to issue refunding bonds and deposit the proceeds of sale directly with the place of payment for the Refunded Obligations, or other authorized depository, and such deposit, when made in accordance with said statute, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the City Council hereby finds and determines that the Refunded Obligations should be refunded at this time, and such refunding will result in the City saving approximately $_____ in debt service payments on such indebtedness and further provide net present value savings of approximately $_____; now, therefore,

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

Section 1: Authorization – Designation - Principal Amount - Purpose. General obligation bonds of the City shall be and are hereby authorized to be issued in the aggregate principal amount of $_____ to be designated and bear the title "CITY OF RICHARDSON, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015" (hereinafter referred to as the "Bonds"), for the purpose of providing funds for the discharge and final payment of certain outstanding obligations of the City (identified in the preamble hereof and referred to as the "Refunded Obligations") and to pay costs of issuance, in accordance with the Constitution and laws of the State of Texas, including Chapter 1207.

Section 2: Fully Registered Obligations - Bond Date - Authorized Denominations-Stated Maturities - Interest Rates. The Bonds shall be issued as fully registered obligations only, shall be dated March 15, 2015 (the "Bond Date"), shall be in denominations of $5,000 or any integral multiple (within a Stated Maturity) thereof, and shall become due and payable on February 15 in each of the years and in the principal amounts (the "Stated Maturities") and bear interest at the rate(s) per annum in accordance with the following schedule:

| Year of Stated Maturity | Principal Amount | Interest Rate(s) |
|---|---|---|
| 2016 | | |
| 2017 | | |
| 2018 | | |
| 2019 | | |
| 2020 | | |
| 2021 | | |
| 2022 | | |
| 2023 | | |
| 2024 | | |
| 2025 | | |
| 2026 | | |

The Bonds shall bear interest on the unpaid principal amounts from the Bond Date at the rate(s) per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on February 15 and August 15 in each year, commencing February 15, 2016, until maturity or prior redemption.

Section 3: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books 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 Regions Bank, Dallas, Texas to serve as Paying Agent/Registrar for the Bonds is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and 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 the City may prescribe. The Mayor and City Secretary are authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds 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 Bonds, 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 Bonds shall be payable at the Stated Maturities, or upon prior redemption thereof, only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices initially in Birmingham, Alabama or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Bonds shall be paid 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 shall be paid by the Paying Agent/Registrar (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 Bonds shall be 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 is located are authorized by law or executive order to close, 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.

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 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 Bonds maturing on February 15, 2026, 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 within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2025, or on any date thereafter, at the redemption price of par plus accrued interest to the date of redemption.

(b) Exercise of Redemption Option. At least forty-five (45) days prior to an optional redemption date for the Bonds (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 Bonds, the principal amount of each Stated Maturity to be redeemed, and the date of the redemption therefor.

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

(d) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Bonds, 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 Bond 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 Bonds, (ii) identify the Bonds 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 Bonds, 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 Bonds, 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 Bond 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 Bond (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 Bond (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.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds 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 Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each Holder of the Bonds issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office 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 Bond (other than the Initial Bond(s) referenced in Section 8 hereof) 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 Bonds of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bond(s) referenced in Section 8 hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds to the Holder requesting the exchange.

All Bonds issued in any transfer or exchange of Bonds 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 Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds 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.

Bonds cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 11 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for redemption of such Bond; provided, however, such limitation of transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

Section 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4 and 5 hereof relating to the payment, and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations, by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

Section 7: Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and

countersigned by the City Secretary. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Bond Date shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

Section 8: Initial Bond(s). The Bonds herein authorized shall be initially issued either (i) as a single fully registered bond in the aggregate principal amount stated in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered bonds, being one bond for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond(s) shall be the Bond(s) 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 Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond(s) delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates 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 9: Forms.

(a) Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, 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 Bonds, 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 Bonds as evidenced by their execution. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond(s) shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

(b) Form of Definitive Bond.

REGISTERED NO._____ REGISTERED $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF RICHARDSON, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2015

| Bond Date: | Interest Rate: | Stated Maturity | CUSIP NO: |
|---|---|---|---|
| March 15, 2015 | _____% | February 15, 20____ | _____ |

Registered Owner:

Principal Amount:

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, or the registered assigns thereof (the "Registered Owner"), on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond 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 Bond is prior to the initial interest payment date in which case it shall bear interest from the Bond Date) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2016, until maturity or prior redemption. Principal of this Bond 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 the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, 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 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 Bonds shall be 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 is located are authorized by law or executive order to close, 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 Bond shall be without exchange or collection charges to the 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 Bond is one of the series specified in its title issued in the aggregate principal amount of $_____ (herein referred to as the "Bonds") for the purpose of providing funds for the discharge and final payment of certain outstanding obligations of the City, and to pay costs of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1207, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Bonds maturing on February 15, 2026, 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 within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2025, or on any date thereafter, at the redemption price of par plus accrued interest to the date of redemption.

At least thirty (30) days prior to the date fixed for any redemption of Bonds, 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 Bond 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 Bond (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 Bond (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 Bonds, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds 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 Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. 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 of the provisions of which the owner or holder of this Bond 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 Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity or redemption, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Bond, 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 duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, 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, shall treat the registered owner 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 Bond as the owner entitled to payment of principal hereof at its Stated Maturity, or upon its prior redemption, in whole or in part, 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 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.

It is hereby certified, recited, represented and declared 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 Bonds 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 Bonds 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 Bonds 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 Bonds by the levy of a tax as aforestated. In case any provision in this Bond 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. The terms and provisions of this Bond 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 Bond to be duly executed under the official seal of the City as of the Bond Date.

CITY OF RICHARDSON, TEXAS

_____
Mayor

COUNTERSIGNED:

_____
City Secretary

(SEAL)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond(s) 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 Bond 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 Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Ordinance; the bond or bonds 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 Birmingham, Alabama is the "Designated Payment/Transfer Office" for this Bond.

REGIONS BANK, 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 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

attorney to transfer the within Bond 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 Bond in every particular.

(f) The Initial Bond(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of the single fully registered Initial Bond shall be modified as follows:

Heading and first paragraph shall read as follows:

REGISTERED
NO. T-1

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF RICHARDSON, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2015

Bond Date: March 15, 2015

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, or the registered assigns thereof (the "Registered Owner"), the Principal Amount hereinabove stated on February 15 in each of the years and in principal installments in accordance with the following schedule:

| STATED MATURITY | PRINCIPAL INSTALLMENTS | INTEREST RATE |
|---|---|---|

(Information to be inserted from schedule in Section 2 hereof).

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid Principal Amount hereof from the Bond Date at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2016, until maturity or prior redemption. Principal installments of this Bond are payable on the Stated Maturity dates or on a redemption date to the registered owner hereof by Regions Bank, Dallas, Texas (the "Paying Agent/Registrar"), upon its presentation and surrender at its designated offices, initially in Birmingham, Alabama, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond 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 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 Bonds shall be 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 is located are authorized by law or executive order to close, 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 Bond shall be without exchange or collection charges to the 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.

Section 10: Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their payment at maturity or redemption or a sinking fund of 2% (whichever amount is the greater), there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the Debt Service Requirements of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; separate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Bonds shall be kept and maintained by the City at all times while the Bonds are Outstanding, and the taxes collected for the payment of the Debt Service Requirements on the Bonds shall be deposited to the credit of a "Special 2015 Bond Account" (the "Interest and Sinking Fund") maintained on the records of the City and deposited in a special fund maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

The Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, Director of Finance and City Secretary of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each

installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

Section 11: Mutilated - Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond, or in lieu of and in substitution for such destroyed, lost or stolen Bond, 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 Bond, 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 Bond shall be borne by the Holder of the Bond mutilated, destroyed, lost or stolen.

Every replacement Bond 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 Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

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 Bonds.

Section 12: Satisfaction of Obligation 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 Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied 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.

Bonds or any principal amount(s) 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 Bonds or the principal amount(s) thereof at maturity or to the redemption date therefor, 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 Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. 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 Bonds 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 Bonds, 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 Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds 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.

The term "Government Securities", as used herein, 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 that, 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 Bonds under the then applicable laws of the State of Texas.

Section 13: Ordinance a Contract - Amendments - Outstanding Bonds. 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 Bond remains Outstanding except as permitted in this Section and in Section 29 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Bonds, 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 Bonds, reduce the principal amount thereof, the redemption price therefor, 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 Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

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

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

(2) those Bonds deemed to be duly paid by the City in accordance with the provisions of Section 12 hereof; and

(3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

Section 14: 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 Bonds 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 Bonds.

"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 Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"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 Bonds. 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 Bonds 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 Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner 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 Bond, 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 Bonds:

(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 Bonds (including property financed with Gross Proceeds of the Refunded Obligations), 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 Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations), 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 Bonds 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 Bonds 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 Bonds.

(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 Bonds 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 Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds 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 Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds 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 Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Bonds 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 Bonds, 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 Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Deputy City Manager and Director of Finance, individually or jointly, 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 Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Bonds Not Hedge Bonds. (1) At the time the original obligations refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable proceeds of such obligations within three years after such obligations were issued and (2) not more than 50% of the proceeds of the original obligations refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Current Refunding of the Series 2005 Refunded Bonds and Series 2005 Refunded Certificates. The Bonds are a current refunding of the Series 2005 Refunded Bonds and Series 2005 Refunded Certificates (collectively, the "Current Refunded Obligations") in that the Current Refunded Obligations are to be paid and redeemed in full within 90 days of the delivery date of the Bonds.

(m) Qualified Advance Refunding of the Series 2006 Refunded Bonds and Series 2006 Refunded Certificates. The Bonds are issued in part to refund the portions of the Series 2006 Refunded Bonds and the Series 2006 Refunded Certificates eligible to be advance refunded (collectively, the "Eligible Advance Refunded Obligations"), and the Bonds will be issued more than 90 days before the redemption of the Eligible Advance Refunded Obligations. The City represents as follows:

(1) The Bonds are the first advance refunding of the Eligible Advance Refunded Obligations within the meaning of Section 149(d)(3) of the Code.

(2) The Eligible Advance Refunded Obligations are being called for redemption, and will be redeemed not later than the earliest date on which such obligations may be redeemed and on which the City will realize present value debt service savings (determined without regard to administrative expenses) on the issue.

(3) The initial temporary period under Section 148(c) of the Code will end: (i) with respect to the proceeds of the Bonds not later than 30 days after the date of issue of the Bonds; and (ii) with respect to proceeds of the Eligible Advance Refunded Obligations on the Closing Date if not ended prior thereto.

(4) On and after the date of issue of the Bonds, no proceeds of the Eligible Advance Refunded Obligations will be invested in Nonpurpose Investments having a Yield in excess of the Yield on the Eligible Advance Refunded Obligations.

(5) The Bonds are being issued for the purposes stated in the preamble of this Ordinance. There is a present value savings associated with

the refunding. In the issuance of the Bonds the City has neither: (i) overburdened the tax-exempt bond market by issuing more bonds, issuing bonds earlier or allowing bonds to remain outstanding longer than reasonably necessary to accomplish the governmental purposes for which the Bonds were issued; (ii) employed an "abusive arbitrage device" within the meaning of Section 1.148-10(a) of the Regulations; nor (iii) employed a "device" to obtain a material financial advantage based on arbitrage, within the meaning of Section 149(d)(4) of the Code, apart from savings attributable to lower interest rates and reduced debt service payments in early years.

Section 15: Sale of Bonds - Official Statement Approval. The Bonds authorized by this Ordinance are hereby sold by the City to Stifel, Nicolaus & Company, Incorporated, BOSC, Inc. (A Subsidiary of BOK Financial Corporation) and Raymond James & Associates, Inc. (herein referred to as the "Purchasers") in accordance with the Purchase Agreement, dated March 23, 2015 (the "Purchase Agreement"), attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes. The Mayor or Mayor Pro Tem is hereby authorized and directed to execute said Purchase Agreement for and on behalf of the City and as the act and deed of this City Council, and in regard to the approval and execution of the Purchase Agreement, the City Council hereby finds, determines and declares that the terms of the sale are in the best interests of the City and the representations, warranties and agreements of the City contained in the Purchase Agreement are true and correct in all material respects and shall be honored and performed by the City.

Furthermore, the use of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Bonds is hereby ratified, confirmed and approved in all respects. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, Director of Finance or City Secretary, any one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute said final Official Statement, dated March 23, 2015, in the reoffering, sale and delivery of the Bonds to the public. The Mayor and City Secretary are further authorized to execute and deliver for and on behalf of the City copies of said Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content executed by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Purchasers.

Section 16: Special Escrow Agreement Approval and Execution. The "Special Escrow Agreement" (the "Agreement") by and between the City and Regions Bank, Dallas, Texas (the "Escrow Agent"), attached hereto as **Exhibit C** and incorporated herein by reference as a part of this Ordinance for all purposes, is hereby approved as to form and content, and such Agreement in substantially the form and substance attached hereto, together with such changes or revisions as may be necessary to accomplish the refunding or benefit the City, is hereby authorized to be executed by the Mayor or Mayor Pro Tem and City Secretary for and on behalf of the City and as the act and deed of this City Council; and such Agreement as executed by said officials shall be deemed approved by this Council and constitute the Agreement herein approved.

Furthermore, the Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, Director of Finance and City Secretary of the City, individually or jointly, in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed securities referenced in the Agreement and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchaser for deposit to the credit of

the “SPECIAL 2015 CITY OF RICHARDSON, TEXAS, REFUNDING BOND ESCROW FUND” (the “Escrow Fund”); all as contemplated and provided in Chapter 1207, this Ordinance and the Agreement.

Section 17: Control and Custody of Bonds. 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 and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Section 18: Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance and accrued interest received from the Purchasers being deposited to the Interest and Sinking Fund) shall be deposited with the Escrow Agent for application and disbursement in accordance with the provisions of the Agreement. The proceeds of sale of the Bonds not so deposited with the Escrow Agent for the refunding of the Refunded Obligations shall be disbursed for payment of costs of issuance, or deposited in the Interest and Sinking Fund for the Bonds. Such proceeds of sale may be invested in authorized investments and any investment earnings realized may be (with respect to the accrued interest received from the Purchasers) deposited in the Interest and Sinking Fund as shall be determined by the City Council of the City.

Additionally, on or immediately prior to the date of delivery of the Bonds to the Purchaser, the Director of Finance shall cause to be transferred in immediately available funds to the Escrow Agent from moneys on deposit in the interest and sinking funds for the Refunded Obligations the sum of $_____ to accomplish the refunding.

Section 19: Redemption of Refunded Obligations.

(a) The Series 2005 Refunded Certificates shall be redeemed and the same are hereby called for redemption on May 23, 2015, at the price of par plus accrued interest to the date of redemption. The City Secretary is hereby authorized and directed to file a copy of this Ordinance, together with a suggested form of notice of redemption to be sent to certificateholders, with U.S. Bank National Association (successor paying agent/registrar to Wachovia Bank, National Association), in accordance with the redemption provisions applicable to such certificates of obligation; such suggested form of notice of redemption being attached hereto as **Exhibit D-1** and incorporated herein by reference as a part of this Ordinance for all purposes.

(b) The Series 2005 Refunded Bonds shall be redeemed and the same are hereby called for redemption on May 23, 2015, at the price of par plus accrued interest to the date of redemption. The City Secretary is hereby authorized and directed to file a copy of this Ordinance, together with a suggested form of notice of redemption to be sent to bondholders, with U.S. Bank National Association (successor paying agent/registrar to Wachovia Bank, National Association), in accordance with the redemption provisions applicable to such bonds; such suggested form of notice of redemption being attached hereto as **Exhibit D-2** and incorporated herein by reference as a part of this Ordinance for all purposes.

(c) The Series 2006 Refunded Certificates shall be redeemed and the same are hereby called for redemption on February 15, 2016, at the price of par plus accrued interest to the date of redemption. The City Secretary is hereby authorized and directed to file a copy of this Ordinance, together with a suggested form of notice of redemption to be sent to

certificateholders, with Regions Bank, in accordance with the redemption provisions applicable to such certificates of obligation; such suggested form of notice of redemption being attached hereto as **Exhibit D-3** and incorporated herein by reference as a part of this Ordinance for all purposes.

(d) The Series 2006 Refunded Bonds shall be redeemed and the same are hereby called for redemption on February 15, 2016, at the price of par plus accrued interest to the date of redemption. The City Secretary is hereby authorized and directed to file a copy of this Ordinance, together with a suggested form of notice of redemption to be sent to bondholders, with Regions Bank, in accordance with the redemption provisions applicable to such bonds; such suggested form of notice of redemption being attached hereto as **Exhibit D-4** and incorporated herein by reference as a part of this Ordinance for all purposes.

(e) The redemption of the Refunded Obligations described above being associated with the refunding of such Refunded Obligations, the approval, authorization and arrangements herein given and provided for the redemption of such Refunded Obligations on the respective redemption dates designated therefor and in the manner provided shall be irrevocable upon the issuance and delivery of the Bonds; and the City Secretary is hereby authorized and directed to make all arrangements necessary to notify the holders of such Refunded Obligations of the City's decision to redeem such Refunded Obligations on the dates and in the manner herein provided and in accordance with the ordinances authorizing the issuance of such Refunded Obligations and this Ordinance.

Section 20: Notices to Holders - Waiver. 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 Bonds. 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 21: Cancellation. All Bonds surrendered for payment, transfer, exchange or replacement, 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 Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the City.

Section 22: Legal Opinion. The obligation of the Purchasers to accept delivery of the Bonds is subject to being furnished a final legal opinion of Norton Rose Fulbright US LLP. approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Bonds. A true and correct reproduction of said opinion is

hereby authorized to be printed on or attached to the definitive Bonds or an executed counterpart thereof shall accompany the global Bonds deposited with DTC.

Section 23: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

Section 24: 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 being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

Section 25: 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 26: 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 27: Effect of Headings. The section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 28: 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 29: Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning in or after 2015, financial information and operating data with respect to the City of the general type described in **Exhibit E** hereto, and the City will additionally provide audited financial statements within 12 months and (2) if not provided as part of such financial information and operating data, the City will provide unaudited financial statements by the required time and audited financial statements of the City, when and if available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in **Exhibit E** hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and

audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) hereof of any Bond calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything to the contrary in this Ordinance, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair

the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) hereof an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 30: 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 31: 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 of the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, Director of Finance 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 Bonds by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. 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 32: 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 33: 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 34: 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 on the date shown below and it is so ordained.

[*Remainder of page left blank intentionally*.]

PASSED AND APPROVED, this the 23rd day of March, 2015.

CITY OF RICHARDSON, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

APPROVED AS TO FORM:

_____
Robert D. Dransfield, Bond Counsel

**EXHIBIT A**

PAYING AGENT/REGISTRAR AGREEMENT

**EXHIBIT B**

PURCHASE AGREEMENT

**EXHIBIT C**

SPECIAL ESCROW AGREEMENT

**EXHIBIT D-1**

NOTICE OF REDEMPTION

CITY OF RICHARDSON, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2005
Dated April 1, 2005

NOTICE IS HEREBY GIVEN that the certificates of obligation of the above series maturing on and after February 15, 2016, and aggregating in the principal amount of $680,000, have been called for redemption on May 23, 2015 at the redemption price of par and accrued interest to the date of redemption, such certificates of obligation being identified as follows:

| Year of Maturity | Principal Amount | CUSIP Number |
|---|---|---|
| 2016 | $ 55,000 | |
| 2017 | 60,000 | |
| 2018 | 60,000 | |
| 2019 | 65,000 | |
| 2020 | 65,000 | |
| 2021 | 70,000 | |
| 2022 | 70,000 | |
| 2023 | 75,000 | |
| 2024 | 80,000 | |
| 2025 | 80,000 | |

ALL SUCH CERTIFICATES OF OBLIGATION shall become due and payable on May 23, 2015, and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said certificates of obligation shall be paid to the registered owners of the certificates of obligation only upon presentation and surrender thereof to U.S. Bank National Association (successor paying agent/registrar to Wachovia Bank, National Association) at its designated office at the following address: Attention: Bond Operations, 111 Fillmore Avenue East, St. Paul, Minnesota 55107.

THIS NOTICE is issued and given pursuant to the terms and conditions prescribed for the redemption of said certificates of obligation and pursuant to an ordinance by the City Council of the City of Richardson, Texas.

U.S. BANK NATIONAL ASSOCIATION
13737 Noel Road, Suite 800
Dallas, Texas 75240

**EXHIBIT D-2**

NOTICE OF REDEMPTION

CITY OF RICHARDSON, TEXAS
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS
SERIES 2005
Dated April 1, 2005

NOTICE IS HEREBY GIVEN that the bonds of the above series maturing on and after February 15, 2016, and aggregating in the principal amount of $6,345,000, have been called for redemption on May 23, 2015 at the redemption price of par and accrued interest to the date of redemption, such bonds being identified as follows:

| Year of Maturity | Principal Amount Outstanding | CUSIP Number |
|---|---|---|
| 2016 | $ 660,000 | |
| 2017 | 700,000 | |
| 2018 | 590,000 | |
| 2019 | 555,000 | |
| 2020 | 585,000 | |
| 2021 | 615,000 | |
| 2022 | 650,000 | |
| 2023 | 685,000 | |
| 2024 | 720,000 | |
| 2025 | 255,000 | |
| 2025 | 330,000 | |

ALL SUCH BONDS shall become due and payable on May 23, 2015, and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said bonds shall be paid to the registered owners of the bonds only upon presentation and surrender thereof to U.S. Bank National Association (successor paying agent/registrar to Wachovia Bank, National Association) at its designated office at the following address: Attention: Bond Operations, 111 Fillmore Avenue East, St. Paul, Minnesota 55107.

THIS NOTICE is issued and given pursuant to the terms and conditions prescribed for the redemption of said bonds and pursuant to an ordinance by the City Council of the City of Richardson, Texas.

U.S. BANK NATIONAL ASSOCIATION
13737 Noel Road, Suite 800
Dallas, Texas 75240

**EXHIBIT D-3**

NOTICE OF REDEMPTION

CITY OF RICHARDSON, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2006
Dated July 1, 2006

NOTICE IS HEREBY GIVEN that the certificates of obligation of the above series maturing on and after February 15, 2017, and aggregating in the principal amount of $3,070,000, have been called for redemption on February 15, 2016 at the redemption price of par and accrued interest to the date of redemption, such certificates of obligation being identified as follows:

| Year of Maturity | Principal Amount Outstanding | Principal Amount Redeemed | CUSIP Number |
|---|---|---|---|
| 2017 | $ 250,000 | $ 175,000 | |
| 2018 | 260,000 | 180,000 | |
| 2019 | 270,000 | 190,000 | |
| 2020 | 285,000 | 200,000 | |
| 2021 | 295,000 | 205,000 | |
| 2022 | 310,000 | 215,000 | |
| 2023 | 325,000 | 225,000 | |
| 2024 | 340,000 | 235,000 | |
| 2025 | 360,000 | 250,000 | |
| 2026 | 375,000 | 260,000 | |

ALL SUCH CERTIFICATES OF OBLIGATION shall become due and payable on February 15, 2016, and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said certificates of obligation shall be paid to the registered owners of the certificates of obligation only upon presentation and surrender thereof to Regions Bank, Houston, Texas at its designated office at the following address: Attention: Corporate Trust Operations, 201 Milan Parkway, 2nd Floor, Birmingham, Alabama 35211.

THIS NOTICE is issued and given pursuant to the terms and conditions prescribed for the redemption of said certificates of obligation and pursuant to an ordinance by the City Council of the City of Richardson, Texas.

REGIONS BANK, DALLAS, TEXAS
1717 McKinney Avenue, Suite 1200
Dallas, Texas 75202

**EXHIBIT D-4**

NOTICE OF REDEMPTION

CITY OF RICHARDSON, TEXAS
GENERAL OBLIGATION AND REFUNDING BONDS
SERIES 2006
Dated July 1, 2006

NOTICE IS HEREBY GIVEN that the bonds of the above series maturing on and after February 15, 2017, and aggregating in the principal amount of $54,195,000, have been called for redemption on February 15, 2016 at the redemption price of par and accrued interest to the date of redemption, such bonds being identified as follows:

| Year of Maturity | Principal Amount Outstanding | Principal Amount Redeemed | CUSIP Number |
|---|---|---|---|
| 2017 | $ 5,910,000 | $ 4,165,000 | |
| 2018 | 6,220,000 | 4,380,000 | |
| 2019 | 4,045,000 | 2,850,000 | |
| 2019 | 2,500,000 | 1,760,000 | |
| 2020 | 6,880,000 | 4,845,000 | |
| 2021 | 6,520,000 | 4,595,000 | |
| 2022 | 3,990,000 | 2,810,000 | |
| 2023 | 4,200,000 | 2,960,000 | |
| 2024 | 4,415,000 | 3,110,000 | |
| 2025 | 4,640,000 | 3,270,000 | |
| 2026 | 4,875,000 | 3,435,000 | |

ALL SUCH BONDS shall become due and payable on February 15, 2016, and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said bonds shall be paid to the registered owners of the certificates of obligation only upon presentation and surrender thereof to Regions Bank, Houston, Texas at the following address: Attention: Corporate Trust Operations, 201 Milan Parkway, 2nd Floor, Birmingham, Alabama 35211.

THIS NOTICE is issued and given pursuant to the terms and conditions prescribed for the redemption of said bonds and pursuant to an ordinance by the City Council of the City of Richardson, Texas.

REGIONS BANK, DALLAS, TEXAS
1717 McKinney Avenue, Suite 1200
Dallas, Texas 75202

## EXHIBIT E

## DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 29 of this Ordinance.

**Annual Financial Information and Operating Data**

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in Appendix B or under the Tables of the Official Statement referred to) below:

1. Financial information of the general type included in the Official Statement as Appendix B for the most recently concluded fiscal year.

2. The information included in Tables 1 through 6 and 8 through 17 of the Official Statement.

**Accounting Principles**

The accounting principles referred to in such Section are generally those described in Appendix B to the Official Statement, as such principles may be changed from time to time to comply with state law or regulation.

# PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of March 23, 2015 (this "Agreement"), by and between Regions Bank, a banking corporation duly organized and existing under the laws of the State of Alabama and authorized to do business in the State of Texas, 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, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015" (the "Securities"), dated March 15, 2015, such Securities scheduled to be delivered to the initial purchasers thereof on or about April 22, 2015; 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, if any, 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:

Regions Bank
201 Milan Parkway, 2nd Floor
Birmingham, AL 35211
Attention: Corporate Trust Operations

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. The Bank represents and warrants its office in Dallas, Texas will at all times have immediate access to the Security Register by

electronic or other means and will be capable at all times of producing a hard copy of the Security Register at its Dallas office for use by the Issuer. 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.

**Section 5.08 DTC Services**. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

## 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 page(s) 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.

REGIONS BANK

By:_____

Title: _____

Attest:

Address: 1717 McKinney Avenue, Suite 1200
Dallas, Texas 75202

_____

Title: _____

CITY OF RICHARDSON, TEXAS

By: _____

Mayor

Address: 411 W. Arapaho Road, Room 101

Richardson, Texas 75080

Attest:

_____

City Secretary

# ANNEX A

**CITY OF RICHARDSON, TEXAS**
**(A municipal corporation located within Dallas and Collin Counties)**

**$_____**
**General Obligation Refunding Bonds, Series 2015**

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# PURCHASE AGREEMENT

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March 23, 2015

Mayor and City Council
City of Richardson, Texas
411 West Arapaho Road, Room 101
Richardson, Texas 75080

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the "*Representative*"), acting on its own behalf and on behalf of the other underwriters listed on Schedule I hereto (collectively, the "*Underwriters*"), and not acting as a fiduciary or agent for the City of Richardson, Texas (the "*Issuer*"), offers to enter into the following agreement (this "*Agreement*") with the Issuer, which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Underwriters. This offer is made subject to the Issuer's written acceptance hereof on or before 10:00 p.m., Richardson, Texas time, on March 23, 2015, and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Ordinance (as defined herein) or in the Official Statement (as defined herein).

**1.** ***Purchase and Sale of the Bonds***. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree, jointly and severally, to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriters, all, but not less than all, of the Issuer's $_____ General Obligation Refunding Bonds, Series 2015 (the "*Bonds*"). The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the Issuer and the Underwriters, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriters are and have been acting solely as principals and are not acting as the agents or fiduciaries of the Issuer, (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriters have provided other services or are currently providing other services to the Issuer on other matters) and the Underwriters have no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly

set forth in this Agreement, and (iv) the Issuer has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate. The Representative has been duly authorized by the Underwriters to execute this Agreement and to act hereunder.

The principal amount of the Bonds to be issued, the dated date therefor, the maturities and redemption provisions and interest rates per annum are set forth in Schedule II hereto. The Bonds shall be as described in, and shall be issued and secured under and pursuant to the provisions of (i) an ordinance adopted by the Issuer on March 23, 2015 (the "*Ordinance*").

The purchase price for the Bonds shall be $_____ (representing the par amount of the Bonds, plus a reoffering premium of $_____ and less an underwriting discount of $_____) plus interest accrued on the Bonds calculated on the basis of a 360-day year of twelve 30-day months, from the dated date of the Bonds to the Closing (as hereinafter defined).

Delivered to the Issuer herewith is the Representative's good faith corporate check payable to the order of the Issuer in the amount of $447,050 (the "*Check*"). In the event the Issuer accepts this offer, the Check shall be held uncashed by the Issuer until the time of Closing, at which time the Check shall be returned uncashed to the Representative. In the event that the Issuer does not accept this Agreement, the Check shall be immediately returned to the Representative. Should the Issuer fail to deliver the Bonds at the Closing, or should the Issuer be unable to satisfy the conditions of the obligations of the Underwriters to purchase, accept delivery of and pay for the Bonds, as set forth in this Agreement (unless waived by the Representative), or should such obligations of the Underwriters be terminated for any reason permitted by this Agreement, the Check shall immediately be returned to the Representative. In the event that the Underwriters fail (other than for a reason permitted hereunder) to purchase, accept delivery of and pay for the Bonds at the Closing as herein provided, the Check shall be cashed and the amount thereof retained by the Issuer as and for fully liquidated damages for such failure of the Underwriters, and, except as set forth in Sections 8 and 10 hereof, no party shall have any further rights against the other hereunder. The Underwriters and the Issuer understand that in such event the Issuer's actual damages may be greater or may be less than such amount. Accordingly, the Underwriters hereby waive any right to claim that the Issuer's actual damages are less than such amount, and the Issuer's acceptance of this offer shall constitute a waiver of any right the Issuer may have to additional damages from the Underwriters.

**2.** ***Public Offering***. The Underwriters agree to make a bona fide public offering of all of the Bonds at prices or yields not to exceed the public offering prices or yields set forth on page 2 of the Official Statement and may subsequently change such offering prices or yields without any requirement of prior notice. The Underwriters may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the public offering prices stated on page 2 of the Official Statement. On or before Closing, the Representative shall execute and deliver to Norton Rose Fulbright US LLP, Dallas, Texas ("*Bond Counsel*") an issue price certificate for the Bonds prepared by Bond Counsel verifying the initial offering prices to the public at which the Underwriters reasonably expected to sell or in fact sold a substantial amount of each stated maturity of the Bonds to the public.

**3. *The Official Statement*.**

(a) The Issuer previously has delivered or caused to be delivered, to the Underwriters the Preliminary Official Statement dated March 12, 2015 (the "*Preliminary Official Statement*") in a "designated electronic format," as defined in the Municipal Securities Rulemaking Board's ("*MSRB*") Rule G-32 ("*Rule G-32*"). The Issuer will prepare, or cause to be prepared, a final Official Statement relating to the Bonds, which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended (the "*Rule*"), (iii) in a "designated electronic format" and (iv) substantially in the form of the most recent version of the Preliminary Official Statement provided to the Underwriters before the execution hereof. Such final Official Statement, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds, is herein referred to as the "Official Statement." Until the Official Statement has been prepared and is available for distribution, the Issuer shall provide to the Underwriters sufficient quantities of the Preliminary Official Statement (which may be in electronic format) as the Representative deems reasonably necessary to satisfy the obligation of the Underwriters under the Rule with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Official Statement.

(b) The Preliminary Official Statement has been prepared for use by the Underwriters in connection with the public offering, sale and distribution of the Bonds. The Issuer hereby represents and warrants that the Preliminary Official Statement was deemed final by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of the Rule.

(c) The Issuer hereby authorizes the Official Statement and the information therein contained to be used by the Underwriters in connection with the public offering and the sale of the Bonds. The Issuer consents to the use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Bonds. The Issuer shall provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the Issuer's acceptance of this Agreement (but in any event, in sufficient time to accompany any confirmation that requests payment from any customer and within seven (7) business days after the Issuer's acceptance of this Agreement) copies of the Official Statement which is complete as of the date of its delivery to the Underwriters. The Issuer shall provide the Official Statement, or cause the Official Statement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Representative shall reasonably request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB.

(d) If, after the date of this Agreement to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) ninety (90) days

from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Representative (and for the purposes of this clause provide the Underwriters with such information as the Underwriters may from time to time reasonably request), and if, in the reasonable opinion of the Representative, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer's own expense (in a form and manner approved by the Representative), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York ("*DTC*"), or its book-entry-only system. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Underwriters may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement. The Issuer shall provide, or cause to be provided, any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Representative shall request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB.

(e) The Underwriters hereby agree to file the Official Statement with the MSRB through its Electronic Municipal Market Access ("*EMMA*") system on or before the date of Closing. Unless otherwise notified in writing by the Representative, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the date of the Closing.

**4.** ***Representations, Warranties, and Covenants of the Issuer***. The Issuer hereby represents and warrants to and covenants with the Underwriters that:

(a) The Issuer is a home rule city duly created and existing under the laws of the State of Texas (the "*State*"), including specifically Article XI, Section 5 of the State Constitution, and is issuing the Bonds pursuant to the provisions of Chapters 1207, Texas Government Code, as amended (the "*Act*"), and its home rule charter (the "*Charter*") and has full legal right, power and authority under the Act and the Charter, and at the date of the Closing will have full legal right, power and authority (i) to enter

into, execute and deliver this Agreement, the Ordinance, the Continuing Disclosure Undertaking (as defined in Section 6(i)(3) hereof), the escrow agreement described in the Ordinance (the *"Escrow Agreement"*) and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Agreement, the Ordinance, Continuing Disclosure Undertaking, and the Escrow Agreement are hereinafter referred to as the "*Issuer Documents*"), (ii) to sell, issue and deliver the Bonds to the Underwriters as provided herein and (iii) to carry out and consummate the transactions described herein or in the Issuer Documents and the Official Statement; and the Issuer has complied, and will at the Closing be in compliance in all respects with the terms of the Act, the Charter and the Issuer Documents as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Ordinance and the issuance and sale of the Bonds, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Bonds and the Issuer Documents and (iii) the consummation by it of all other transactions described by the Official Statement and the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions described herein and in the Official Statement;

(c) The Issuer Documents constitute legal, valid and binding obligations of the Issuer subject to governmental immunity, bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Bonds, when issued, delivered and paid for, in accordance with the Ordinance and this Agreement, will constitute legal, valid and binding obligations of the Issuer, entitled to the benefits of the Ordinance and enforceable in accordance with their terms by mandamus or other relief permitted by law, subject to governmental immunity, bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights, and subject to general principles of equity which permit the exercise of judicial discretion; and upon the issuance, authentication and delivery of the Bonds as aforesaid, the Ordinance will provide, for the benefit of the holders, from time to time, of the Bonds, the legally valid and binding pledge of and lien they purport to create as set forth in the Ordinance;

(d) On the date hereof and on the date of Closing, the Issuer is not in material breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree that would have a material adverse effect upon the operations or financial condition of the Issuer; or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Bonds, the Issuer Documents and the adoption of the Ordinance and

compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, law or administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is otherwise subject or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Ordinance;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents and the Bonds have been duly obtained or will be obtained prior to the Closing, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Bonds;

(f) The Bonds and the Ordinance conform to the descriptions thereof contained in the Official Statement under the caption "THE OBLIGATIONS"; the proceeds of the sale of the Bonds will be applied generally as described in the Official Statement under the subcaption "PLAN OF FINANCING – Purpose of the Obligations"; and the Continuing Disclosure Undertaking conforms to the description thereof contained in the Official Statement under the caption "CONTINUING DISCLOSURE OF INFORMATION";

(g) Except as otherwise may be provided in the Official Statement under the caption "CONTINUING DISCLOSURE OF INFORMATION – Compliance with Prior Undertakings", during the last five (5) years the Issuer has complied in all material respects with its previous Continuing Disclosure Undertakings made by it in accordance with the Rule;

(h) On the date hereof and on the date of Closing, there is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer after due inquiry, threatened against the Issuer, affecting the existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the collection of taxes pledged to the payment of principal of and interest on the Bonds pursuant to the Ordinance or in any way contesting or affecting the validity or enforceability of the Bonds or the Issuer Documents, or contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority for the issuance of the Bonds, the adoption of the Ordinance or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or the Issuer Documents;

(i) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(j) At the time of the Issuer's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (d) of Section 3 of this Agreement) at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the "end of the underwriting period," the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(k) If the Official Statement is supplemented or amended pursuant to paragraph (d) of Section 3 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the "end of the underwriting period", the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading;

(l) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Ordinance and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds;

(m) The Issuer will furnish such information and execute such instruments and take such action in cooperation with the Representative as the Representative may reasonably request, at no expense to the Issuer, (i) to (A) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Representative may designate and (B) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriters (provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Representative immediately of receipt by the Issuer of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(n) The financial statements of, and other financial information regarding, the Issuer in the Official Statement fairly present the financial position, results of operations and condition of the Issuer as of the dates and for the periods therein set

forth, and there has been no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer since the dates of such statements and information;

(o) The Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the Issuer's financial condition or operations of the Issuer;

(p) Prior to the Closing, and except in the ordinary course of business, the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money (except for the Issuer's Combination Tax and Revenue Certificates of Obligation, Series 2015A and Combination Tax and Revenue Certificates of Obligation, Taxable Series 2015B) or incur any material liabilities, direct or contingent, payable from or secured by any of the taxes which will secure the Bonds without the prior written approval of the Underwriters, such approval not to be unreasonably withheld;

(q) The Issuer, to the extent heretofore requested by the Representative, has delivered to the Underwriters true, correct, complete, and legible copies of all information, applications, reports, or other documents of any nature whatsoever submitted to any rating agency for the purpose of obtaining a rating for the Bonds or to any municipal bond insurance company to obtain a municipal bond insurance policy on the Bonds, if any, and, in each instance, true, correct, complete, and legible copies of all correspondence or other communications relating, directly or indirectly, thereto;

(r) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions described in this Agreement, shall be deemed a representation and warranty by the Issuer to the Underwriters as to the statements made therein; and

(s) The Issuer covenants that between the date hereof and the date of the Closing it will take no action which will cause the representations and warranties made in this Section to be untrue as of the Closing.

By delivering the Official Statement to the Representative, the Issuer shall be deemed to have reaffirmed, with respect to the Official Statement, the representations, warranties and covenants set forth above with respect to the Preliminary Official Statement.

**5. *Closing*.**

(a) At or before 10:00 a.m., Dallas, Texas time, on April 22, 2015, or at such other time and date as shall have been mutually agreed upon by the Issuer and the Paying Agent/Registrar (hereinafter defined), the Issuer will, subject to the terms and conditions hereof, deliver to Regions Bank, Dallas, Texas (the "*Paying Agent/Registrar*"), as delivery agent for the Underwriters, the initial Bond registered in the name of the Representative, in temporary form, together with the other documents hereinafter mentioned, and will have available for immediate exchange definitive Bonds deposited with DTC, or deposited with the Paying Agent/Registrar, if the Bonds are to be held in safekeeping for DTC by the Paying Agent/Registrar pursuant to DTC's

FAST system and the Ordinance, duly executed and authenticated in the form and manner described below, together with the other documents hereinafter mentioned, and the Paying Agent/Registrar, as delivery agent for the Underwriters, will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Bonds as set forth in Paragraph 1 hereof in immediately available funds (such events being referred to herein as the "*Closing*"). Payment for the Bonds as aforesaid shall be made at the offices the Paying Agent/Registrar or such other place as shall have been mutually agreed upon by the Issuer and the Representative.

(b) Delivery of the definitive Bonds in exchange for the initial Bond shall be made through DTC, utilizing the book-entry only form of issuance. The definitive Bonds shall be delivered in fully registered form bearing CUSIP numbers without coupons with one certificate for each maturity of Bonds, registered in the name of Cede & Co. and shall be made available to the Representative at least one business day before the Closing for purposes of inspection. In addition, the Issuer and the Underwriters agree that there shall be a preliminary Closing held at such place as the Issuer and the Underwriters shall mutually agree, commencing at least 24 hours prior to the Closing; provided, however, that such preliminary Closing shall not be required if Bond Counsel provides a complete Transcript of Proceedings acceptable to counsel for the Underwriters at least 24 hours prior to the Closing.

**6.** ***Closing Conditions***. The Underwriters have entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligation under this Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Representative:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Issuer Documents and the Bonds shall be in full force and effect in the form heretofore approved by the Representative and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Representative; (ii) the net proceeds of the sale of the Bonds and any funds to be provided by the Issuer shall be deposited and applied as described in the

Official Statement and in the Ordinance; and (iii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel and counsel to the Underwriters to deliver their respective opinions referred to hereafter;

(d) At the time of the Closing, all official action of the Issuer relating to the Bonds and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented;

(e) At or prior to the Closing, the Ordinance shall have been duly executed and delivered by the Issuer and the Issuer shall have duly executed and delivered and the Paying Agent/Registrar shall have duly authenticated the Bonds;

(f) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from that set forth in the Official Statement that in the reasonable judgment of the Representative is material and adverse and that makes it, in the reasonable judgment of the Representative, impracticable to market the Bonds on the terms and in the manner described in the Official Statement;

(g) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(h) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions described in this Agreement shall be reasonably satisfactory in legal form and effect to the Representative and counsel for the Underwriters;

(i) At or prior to the Closing, the Representative shall have received copies of each of the following documents:

(1) The Official Statement, and each supplement or amendment thereto, if any as may have been agreed to by the Underwriters;

(2) A copy of the Ordinance having been duly adopted and executed by the Issuer and the Ordinance certified as being in full force and effect, with such supplements or amendments to as may have been agreed to by the Representative;

(3) The undertaking of the Issuer set forth in the Ordinance (the "*Continuing Disclosure Undertaking*") which satisfies the requirements of Section (b)(5)(i) of the Rule;

(4) A fully executed copy of the Escrow Agreement;

(5) The approving opinion of Bond Counsel, with respect to the Bonds, in substantially the form attached to the Official Statement;

(6) A supplemental opinion of Bond Counsel addressed to the Issuer and the Underwriters substantially to the effect that:

(i) the Ordinance has been duly adopted and is in full force and effect;

(ii) the Bonds are exempt securities that do not require registration under the Securities Act of 1933, as amended (the "1933 Act"), and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the 1933 Act or to qualify the Ordinance under the Trust Indenture Act; and

(iii) the statements and information describing the Bonds and the Ordinance contained in the Official Statement under the captions or subcaptions ""PLAN OF FINANCING" (except for the subcaption "Sources and Uses of Proceeds"), "THE OBLIGATIONS" (exclusive of the subcaption "Book-Entry-Only System" and "Obligationholders' Remedies"), "TAX MATTERS - The Bonds and the Series 2015A Certificates," "TAX MATTERS - The Taxable Series 2015B Certificates," "CONTINUING DISCLOSURE OF INFORMATION" (exclusive of "Compliance with Prior Undertakings") and the subcaptions "Registration and Qualification of Obligations for Sale," "Legal Matters" (except for the last sentence of the first paragraph thereof) and "Legal Investments and Eligibility to Secure Public Funds in Texas" under the caption "OTHER INFORMATION" is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Ordinance;

(7) An opinion, dated the date of the Closing and addressed to the Underwriters, of counsel for the Underwriters, to the effect that:

(i) the Bonds are exempt securities under the 1933 Act and the Trust Indenture Act and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the 1933 Act and the Ordinance need not be qualified under the Trust Indenture Act; and

(ii) based upon their participation in the preparation of the Official Statement as counsel for the Underwriters and their participation at conferences at which the Official Statement was discussed, but without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, such counsel has no reason to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except

for any financial, forecast, technical and statistical statements and data included in the Official Statement and the information regarding DTC and its book-entry-only system, as to which no view need be expressed;

(8) A certificate, dated the date of the Closing, of an appropriate official of the Issuer to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing; (ii) no litigation, proceeding or tax challenge against the Issuer is pending or, to the best of his or her knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the council members, officers or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Bonds or the Issuer Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting taxes or revenues, including payments on the Bonds, pursuant to the Ordinance, and other income or the levy or collection of the taxes pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof; (iii) all official action of the Issuer relating to the Official Statement, the Bonds and the Issuer Documents have been duly taken by the Issuer, are in full force and effect and have not been modified, amended, supplemented or repealed; (iv) to the best of his or her knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any respect as of the time of the Closing, and the information contained in the Official Statement is correct in all material respects and, as of the date of the Official Statement did not, and as of the date of the Closing does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and (v) there has not been any material adverse change in the financial condition of the Issuer since September 30, 2014, the latest date as of which audited financial information is available;

(9) A certificate of the Issuer in form and substance satisfactory to Bond Counsel and counsel to the Underwriters setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code;

(10) The approving opinion of the Attorney General of the State of Texas and the registration certificates of the Comptroller of Public Accounts of the State of Texas in respect of the Bonds;

(11) Any other certificates and opinions required by the Ordinance for the issuance thereunder of the Bonds;

(12) Evidence of ratings assigned to the Bonds of "___" by Moody's Investors Service, Inc., and "___" by Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, and that such ratings are in effect as of the date of the Closing;

(13) A copy of a special report prepared by Grant Thornton LLP, independent certified public accountants (the "*Verification Agent*"), addressed to the Issuer, Bond Counsel and the Representative, verifying (i) the arithmetical computations of the adequacy of the maturing principal and interest on the Federal Securities and uninvested cash on hand under the Escrow Agreement to pay, when due, the principal of and interest on the Refunded Obligations, and (ii) the computation of the yield with respect to the Federal Securities and the Bonds; and

(14) Such additional legal opinions, certificates, instruments and other documents as Bond Counsel, the Representative or counsel to the Underwriters may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Representative.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds contained in this Agreement, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriters nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriters set forth in Sections 1 (with respect to the Check), 4 and 8 hereof shall continue in full force and effect.

**7.** ***Termination***. The Underwriters shall have the right to cancel their obligation to purchase the Bonds if (as evidenced by a written notice to the Issuer terminating the obligation of the Underwriters to accept delivery of and pay for the Bonds) between the date of this Agreement and the Closing, the market price or marketability of the Bonds, or the ability of the

Underwriters to enforce contacts for the sale of Bonds, shall be materially adversely affected, in the reasonable judgment of the Representative, by the occurrence of any one of the following events:

(a) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Bonds or the interest on the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions described herein;

(b) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act or the Securities Exchange Act of 1934, as amended and then in effect, or that the Ordinance is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as described herein or in the Official Statement or otherwise, is or would be in violation of any provision of the federal securities laws as amended and then in effect;

(c) any state blue sky or securities commission or other governmental agency or body in any state in which more than 15% of the Bonds have been sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(d) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(e) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriters, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriters;

(f) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income, securities (or interest thereon), or the validity or enforceability of the assessments or the levy of ad valorem taxes pledged to pay the principal of and interest on the Bonds;

(g) any event occurring, or information becoming known which, in the reasonable judgment of the Representative, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(h) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Issuer, except for changes which the Official Statement discloses are expected to occur;

(i) there shall have occurred (whether or not foreseeable) any (i) new material outbreak of hostilities involving the United States (including, without limitation, an act of terrorism) or (ii) new material other national or international calamity or crisis including, but not limited to, an escalation of hostilities that existed prior to the date hereof, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States;

(j) any fact or event shall exist or have existed that, in the Representative's reasonable judgment, requires or has required an amendment of or supplement to the Official Statement;

(k) there shall have occurred or any published notice shall have been given of any intended review for possible downgrade, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's obligations that are secured in a like manner as the Bonds (including the ratings to be accorded to the Bonds); and

(l) the purchase of and payment for the Bonds by the Underwriters, or the resale of the Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or

commission; provided, however, that such prohibition occurs after the date of this Agreement and is not caused by the action, or failure to act, of the Underwriters.

With respect to the conditions described in subparagraphs (e) and (l) above, the Underwriters are not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriters to invoke their termination rights thereunder.

**8.** ***Expenses***.

(a) The Underwriters shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Bonds; (ii) the fees and disbursements of Bond Counsel and the Issuer's Financial Advisor; (iii) the fees and disbursements of any other attorneys, engineers, accountants, and other experts, consultants or advisers retained by the Issuer; (iv) the fees, if any, for bond ratings; (v) the costs of preparing, printing and mailing to the Underwriters the Preliminary Official Statement and the Official Statement; (vi) the fees and expenses of the Verification Agent, the Paying Agent/Registrar, the Escrow Agent, and any other paying agents for the Refunded Obligations; (vii) publication expenses, if any, in connection with the redemption of the Refunded Obligations; (viii) the out-of-pocket, miscellaneous and closing expenses, including the cost of travel (meals, transportation and lodging), of the officers and officials of the Issuer; (ix) the Attorney General's review fee; and (x) any other expenses mutually agreed to by the Issuer and the Representative to be reasonably considered expenses of the Issuer which are incident to the transactions contemplated hereby.

(b) The Underwriters shall pay (i) the cost of preparation and printing of this Agreement, the Blue Sky Survey and Legal Investment Memorandum, if any; (ii) all advertising expenses in connection with the public offering of the Bonds; and (iii) all other expenses incurred by them in connection with the public offering of the Bonds, including the fees and disbursements of counsel retained by the Underwriters.

(c) The Issuer acknowledges that the Underwriters will pay from the Underwriters' expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas (the "*MAC*"), a non-profit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

**9.** ***Notices***. Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing to City of Richardson, Texas, 411 West Arapaho Road, Room 101, Richardson, Texas 75080 Attention: Director of Finance; and any notice or other communication to be given to the Underwriters under this Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, 70 NE Loop 410, Suite 295, San Antonio, TX 78216, Attention: Nora Chavez.

**10.** ***Parties in Interest***. This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriters (including successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Issuer. All of the Issuer's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of any of the Underwriters; (ii) delivery of and payment for the Bonds pursuant to this Agreement; and (iii) any termination of this Agreement.

**11.** ***Effectiveness***. This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable in accordance with its terms at the time of such acceptance.

**12.** ***Choice of Law***. This Agreement shall be governed by and construed in accordance with the laws of the State.

**13.** ***Severability***. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision or provisions of any constitution, statute, rule of public policy or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

**14.** ***Business Day***. For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

**15.** ***Section Headings***. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

**16.** ***Counterparts***. This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

**17.** ***No Personal Liability***. None of the members of the City Council, nor any officer, agent, or employee of the Issuer, shall be charged personally by the Underwriters with any liability, or be held liable to the Underwriters under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

[*Execution Page Follows*.]

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Representative. This Agreement shall become a binding agreement between the Issuer and the Underwriters when at least the counterpart of this Agreement shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as Representative of the
Underwriters identified on Schedule I hereto

By:_____
Name: _____
Title: _____

ACCEPTED at _____[a.m./p.m.] central time this _____ day of _____, 2015.

CITY OF RICHARDSON, TEXAS

By:_____
Name:_____
Title:_____

Schedule I – Underwriters
Schedule II – Schedule of Terms

## SCHEDULE I

### List of Underwriters

Stifel, Nicolaus & Company, Incorporated
BOSC, Inc. (A Subsidiary of BOK Financial Corporation)
Raymond James & Associates, Inc.

## SCHEDULE II

**$_____**
**City of Richardson, Texas**
**General Obligation Refunding Bonds, Series 2015**

The dated date for the Bonds is March 15, 2015 (the "Dated Date") and interest accrues on the Bonds from the Dated Date.

| Maturity Date (2/15) | Principal Amount | Interest Rate | Initial Price or Yield[(a)] |
|---|---|---|---|
| 2016 | $ | % | % |
| 2017 | | | |
| 2018 | | | |
| 2019 | | | |
| 2020 | | | |
| 2021 | | | |
| 2022 | | | |
| 2023 | | | |
| 2024 | | | |
| 2025 | | | |
| 2026[(b)] | | | |

(a) The initial reoffering prices or yields of the Bonds are furnished by the Underwriters and represent the initial offering prices or yields to the public, which may be changed by the Underwriters at any time.

(b) The Issuer reserves the right, at its option, to redeem Bonds maturing on February 15, 2026, in whole or in part in principal amounts of $5,000 or any integral multiple thereof, on February 15, 2025, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption.

# SPECIAL ESCROW AGREEMENT

THIS SPECIAL ESCROW AGREEMENT (the "Agreement"), made and entered into as of March 23, 2015, by and between the City of Richardson, Texas (the "City"), and Regions Bank, Dallas, Texas (the "Escrow Agent"), a national banking association organized and existing under the laws of the United States of America,

W I T N E S S E T H :

WHEREAS, the City Council of the City has heretofore issued, sold, and delivered and there is currently outstanding obligations in the aggregate principal amount of $64,290,000 of the following issues or series (collectively, hereinafter referred to as the "Refunded Obligations"), to wit:

(1) City of Richardson, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2005, dated April 1, 2005, scheduled to mature on February 15 in each of the years 2016 through 2025, inclusive, and aggregating in the principal amount of $680,000 (the "Series 2005 Refunded Certificates");

(2) City of Richardson, Texas, General Obligation Refunding and Improvement Bonds, Series 2005, dated April 1, 2005, scheduled to mature on February 15 in each of the years 2016 through 2025, inclusive, and aggregating in the principal amount of $6,345,000 (the "Series 2005 Refunded Bonds");

(3) City of Richardson, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2006, dated July 1, 2006, being the portion of such certificates eligible to be refunded under federal tax laws and scheduled to mature on February 15 in each of the years 2017 through 2026, inclusive, and aggregating in the principal amount of $3,070,000 (the "Series 2006 Refunded Certificates"), and further described as follows:

| Year of Maturity | Principal Amount Outstanding ($) | Principal Amount Being Refunded ($) |
|---|---|---|
| 2017 | 250,000 | 175,000 |
| 2018 | 260,000 | 180,000 |
| 2019 | 270,000 | 190,000 |
| 2020 | 285,000 | 200,000 |
| 2021 | 295,000 | 205,000 |
| 2022 | 310,000 | 215,000 |
| 2023 | 325,000 | 225,000 |
| 2024 | 340,000 | 235,000 |
| 2025 | 360,000 | 250,000 |
| 2026 | 375,000 | 260,000 |

(4) City of Richardson, Texas, General Obligation Refunding and Improvement Bonds, Series 2006, dated July 1, 2006, being the portion of such bonds eligible to be refunded under federal tax laws and scheduled to mature on February 15 in each of the years 2017 through 2026, inclusive, and aggregating in the principal amount of $54,195,000 (the "Series 2006 Refunded Bonds"), and further described as follows:

| Year of Maturity | Principal Amount Outstanding ($) | Principal Amount Being Refunded ($) |
|---|---|---|
| 2017 | 5,910,000 | 4,165,000 |
| 2018 | 6,220,000 | 4,380,000 |
| 2019 | 4,045,000 | 2,850,000 |
| 2019 | 2,500,000 | 1,760,000 |
| 2020 | 6,880,000 | 4,845,000 |
| 2021 | 6,520,000 | 4,595,000 |
| 2022 | 3,990,000 | 2,810,000 |
| 2023 | 4,200,000 | 2,960,000 |
| 2024 | 4,415,000 | 3,110,000 |
| 2025 | 4,640,000 | 3,270,000 |
| 2026 | 4,875,000 | 3,435,000 |

WHEREAS, in accordance with the provisions of Texas Government Code, Chapter 1207, as amended (the "Act"), the City is authorized to sell refunding bonds in an amount sufficient to provide for the payment of the Refunded Obligations, deposit the proceeds of such refunding bonds with any place of payment for the obligations being refunded, or other authorized depository, and enter into an escrow or similar agreement with such place of payment for the safekeeping, investment, reinvestment, administration and disposition of such deposit, upon such terms and conditions as the parties may agree, provided such deposits may be invested only (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 and (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 (hereinafter called "Governmental Securities") that mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment of the Refunded Obligations; and

WHEREAS, the Refunded Obligations are scheduled to mature, or be redeemed, and interest thereon is payable on the dates and in the manner set forth in **Exhibit A** attached hereto and incorporated herein by reference as a part of this Agreement for all purposes; and

WHEREAS, the City on the 23rd day of March, 2015, pursuant to an ordinance (the "Bond Ordinance") duly passed and adopted by the City Council authorized the issuance of bonds known as "City of Richardson, Texas, General Obligation Refunding Bonds, Series 2015" (the "Bonds"), and such Bonds are being issued to refund, discharge and make final payment of the principal of and interest on the Refunded Obligations; and

WHEREAS, upon the delivery of the Bonds, the proceeds of sale, together with other available funds of the City to be deposited with the Escrow Agent, are to be used in part to purchase the Governmental Securities listed and identified in **Exhibit B** attached hereto and incorporated herein by reference as a part of this Agreement for all purposes (together with substituted securities therefor in accordance with the provisions of Section 11 hereof hereinafter referred to as the "Escrowed Securities") ; and

WHEREAS, the Escrowed Securities shall be held and deposited to the credit of the "Escrow Fund" to be established and maintained by the Escrow Agent in accordance with this Agreement; and

WHEREAS, the Escrowed Securities, together with the beginning cash balance in the Escrow Fund, shall mature and the interest thereon shall be payable at such times to insure the existence of monies sufficient to pay the principal amount of the Refunded Obligations and the accrued interest thereon, as the same shall become due in accordance with the terms of the ordinances authorizing the issuance of the Refunded Obligations and as set forth in **Exhibit A** attached hereto; and

WHEREAS, the City has completed all arrangements for the purchase of the Escrowed Securities listed in **Exhibit B** and the deposit and credit of the same to the Escrow Fund as provided herein; and

WHEREAS, the Escrow Agent is a banking association organized and existing under the laws of the United States of America, possessing trust powers and is fully qualified and empowered to enter into this Agreement; and

WHEREAS, in Section 16 of the Bond Ordinance, the City Council duly approved and authorized the execution of this Agreement; and

WHEREAS, the City and the Escrow Agent, as the case may be, shall take all action necessary to call, pay, redeem and retire said Refunded Obligations in accordance with the provisions thereof, including, without limitation, all actions required by the ordinances authorizing the Refunded Obligations, the Act, the Bond Ordinance and this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and to secure the payment of the principal of and the interest on the Refunded Obligations as the same shall become due, the City and the Escrow Agent hereby mutually undertake, promise and agree as follows:

SECTION 1: Receipt of Refunded Obligation Ordinances. Receipt of true and correct copies of the ordinances authorizing the issuance of the Refunded Obligations and the Bond Ordinance are hereby acknowledged by the Escrow Agent. Reference herein to or citation herein of any provision of said documents shall be deemed an incorporation of such provision as a part hereof in the same manner and with the same effect as if it were fully set forth herein.

SECTION 2: Escrow Fund Creation/Funding. There is hereby created by the City with the Escrow Agent a special segregated and irrevocable trust fund designated "SPECIAL 2015 CITY OF RICHARDSON, TEXAS, GENERAL OBLIGATION REFUNDING BOND ESCROW FUND" (hereinafter called the "Escrow Fund") for the benefit of the holders of the Refunded Obligations, and, immediately following the delivery of the Bonds, the City agrees and covenants to cause to be deposited with the Escrow Agent the following:

| | |
|---|---|
| $_____ | for the purchase of the Escrowed Securities listed in Exhibit B to be held for the account of the Escrow Fund; |
| $_____ | for deposit in the Escrow Fund as a beginning cash balance. |

The Escrow Agent hereby accepts the Escrow Fund and further agrees to receive said moneys, apply the same as set forth herein, and to hold the cash and Escrowed Securities deposited and credited to the Escrow Fund for application and disbursement for the purposes and in the manner provided in this Agreement.

SECTION 3: Escrow Fund Sufficiency Warranty. The City hereby represents that the cash and Escrowed Securities, together with the interest to be earned thereon, deposited to the credit of the Escrow Fund will be sufficient to pay the principal of and premium and interest on the Refunded Obligations as the same shall become due and payable, and such Refunded Obligations, and the interest thereon, are to mature or be redeemed and shall be paid at the times and in the amounts set forth and identified in **Exhibit A** attached hereto.

FURTHERMORE, the Escrow Agent acknowledges receipt of a copy of the Bond Ordinance which provides for the redemption of (1) the Series 2005 Refunded Bonds and Series 2005 Refunded Certificates (the "2005 Refunded Obligations") on May 23, 2015 at the price of par plus accrued interest to the date of redemption, and (2) the Series 2006 Refunded Bonds and Series 2006 Refunded Certificates (the "2006 Refunded Obligations") on February 15, 2016 at the price of par plus accrued interest to the date of redemption; all in accordance with the provisions of the respective notice requirements applicable to said Refunded Obligations and the notice requirements contained in the respective ordinances authorizing the issuance of the Refunded Obligations.

The Escrow Agent, as paying agent/registrar for the Series 2006 Refunded Obligations, agrees to cause notices of redemption pertaining to the 2006 Refunded Obligations to be sent to the registered owners thereof appearing on the registration books at least thirty (30) days prior to the redemption date therefor.

SECTION 4: Pledge of Escrow. The Escrow Agent agrees that all cash and Escrowed Securities, together with any income or interest earned thereon, held in the Escrow Fund shall be and is hereby irrevocably pledged to the payment of the principal of and interest on the Refunded Obligations which will mature and become due on and after the date of this Agreement, and such funds initially deposited and to be received from maturing principal and interest on the Escrowed Securities in the Escrow Fund shall be applied solely in accordance with the provisions of this Agreement.

SECTION 5: Escrow Insufficiency-City Warranty to Cure. If, for any reason, the funds on hand in the Escrow Fund shall be insufficient to make the payments set forth in **Exhibit A** attached hereto, as the same becomes due and payable, the City shall make timely deposits to the Escrow Fund, from lawfully available funds, of additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be immediately given by the Escrow Agent to the City by the fastest means possible, but the Escrow Agent shall in no manner be responsible for the City's failure to make such deposits.

SECTION 6: Escrow Fund Securities/Segregation. The Escrow Agent shall hold said Escrowed Securities and moneys in the Escrow Fund at all times as a special and separate trust fund for the benefit of the holders of the Refunded Obligations, wholly segregated from other moneys and securities on deposit with the Escrow Agent; shall never commingle said Escrowed Securities and moneys with other moneys or securities of the Escrow Agent; and shall hold and dispose of the assets therein only as set forth herein. Nothing herein contained shall be construed as requiring the Escrow Agent to keep the identical moneys, or any part thereof, in said Escrow Fund, if it is impractical, but moneys of an equal amount, except to the

extent such are represented by the Escrowed Securities, shall always be maintained on deposit in the Escrow Fund by the Escrow Agent and a special account evidencing such facts shall at all times be maintained on the books of the Escrow Agent.

SECTION 7: Escrow Fund Collections/Payments. The Escrow Agent shall from time to time collect and receive the principal of and interest on the Escrowed Securities as they respectively mature and become due and credit the same to the Escrow Fund. On or before each principal and/or interest payment date or redemption date, as the case may be, for the Refunded Obligations shown in **Exhibit A** attached hereto, the Escrow Agent, without further direction from anyone, including the City, shall cause to be withdrawn from the Escrow Fund the amount required to pay the accrued interest on the Refunded Obligations due and payable on said payment date and the principal of the Refunded Obligations due and payable on said payment date or redemption date, as the case may be, and the amount withdrawn from the Escrow Fund shall be immediately transmitted and deposited with the paying agent for the Refunded Obligations to be paid with such amount. The paying agent for the 2005 Refunded Obligations is U.S. Bank National Association. The paying agent for the 2006 Refunded Obligations is the Escrow Agent.

If any Refunded Obligation shall not be presented for payment when the principal thereof or interest thereon shall have become due, and if cash shall at such times be held by the Escrow Agent in trust for that purpose sufficient and available to pay the principal of such Refunded Obligation and interest thereon it shall be the duty of the Escrow Agent to hold said cash without liability to the holder of such Refunded Obligation for interest thereon after such maturity or redemption date, in trust for the benefit of the holder of such Refunded Obligation, who shall thereafter be restricted exclusively to said cash for any claim of whatever nature on his part on or with respect to said Refunded Obligation, including for any claim for the payment thereof and interest thereon. All cash required by the provisions hereof to be set aside or held in trust for the payment of the Refunded Obligations, including interest thereon, shall be applied to and used solely for the payment of the Refunded Obligations and interest thereon with respect to which such cash has been so set aside in trust.

Subject to the provisions of the last sentence of Section 25 hereof, cash held by the Escrow Agent in trust for the payment and discharge of any of the Refunded Obligations and interest thereon which remains unclaimed for a period of three (3) years after the stated maturity date or redemption date of such Refunded Obligations shall be returned to the City. Notwithstanding the above and foregoing, any remittance of funds from the Escrow Agent to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 8: Disposal of Refunded Obligations. All Refunded Obligations cancelled on account of payment by the Escrow Agent shall be cremated or otherwise destroyed by the Escrow Agent, and an appropriate certificate of destruction furnished the City.

SECTION 9: Escrow Fund Encumbrance. The escrow created hereby shall be irrevocable and the holders of the Refunded Obligations shall have an express lien on all moneys and Escrowed Securities in the Escrow Fund until paid out, used and applied in accordance with this Agreement.

Unless disbursed in payment of the Refunded Obligations, all funds and the Escrowed Securities received by the Escrow Agent for the account of the City hereunder shall be and remain the property of the Escrow Fund and the City and the owners of the Refunded Obligations shall be entitled to a preferred claim and shall have a first lien upon such funds and

Escrowed Securities enjoyed by a trust beneficiary. The funds and Escrowed Securities received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City and the Escrow Agent and the City shall have no right or title with respect thereto, except as otherwise provided herein. Such funds and Escrowed Securities shall not be subject to checks or drafts drawn by the City.

SECTION 10: Absence of Claim/Lien on Escrow Fund. The Escrow Agent shall have no lien whatsoever upon any of the moneys or Escrowed Securities in the Escrow Fund for payment of services rendered hereunder, services rendered as paying agent/registrar for the Refunded Obligations, or for any costs or expenses incurred hereunder and reimbursable from the City.

SECTION 11: Substitution/Reinvestments. The Escrow Agent shall be authorized to accept initially and temporarily cash and/or substituted Governmental Securities pending the delivery of the Escrowed Securities identified in the Exhibit B attached hereto, or shall be authorized to redeem the Escrowed Securities and reinvest the proceeds thereof, together with other moneys held in the Escrow Fund in Governmental Securities, provided such early redemption and reinvestment of proceeds does not change the repayment schedule of the Refunded Obligations appearing in **Exhibit A** and the Escrow Agent receives the following:

(1) an opinion by an independent certified public accountant to the effect that (i) the initial and/or temporary substitution of cash and/or securities for one or more of the Escrowed Securities identified in Exhibit B pending the receipt and delivery thereof to the Escrow Agent or (ii) the redemption of one or more of the Escrowed Securities and the reinvestment of such funds in one or more substituted Governmental Securities, together with the interest thereon and other available moneys then held in the Escrow Fund, will, in either case, be sufficient without reinvestment to pay, as the same become due in accordance with Exhibit A, the principal of, and interest on, the Refunded Obligations which have not previously been paid, and

(2) with respect to an early redemption of Escrowed Securities and the reinvestment of the proceeds thereof, an unqualified opinion of nationally recognized municipal bond counsel to the effect that (a) such investment will not cause interest on the Bonds or Refunded Obligations to be included in the gross income for federal income tax purposes, under the Code and related regulations as in effect on the date of such investment, or otherwise make the interest on the Bonds or the Refunded Obligations subject to Federal income taxation and (b) such reinvestment complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Refunded Obligations and the Bonds.

(b) If on the date and in the amount shown in Exhibit C attached hereto there exists cash in the Escrow Fund, the Escrow Agent and the City agree at least fifteen (15) days prior to such date, to subscribe for the purchase of United States Treasury Securities - State and Local Government Series (SLGS) bearing zero interest (0%) and on such date, in the amount and scheduled to mature as provided in Exhibit C and subscription forms prepared therefor as may be then required by the United States Department of the Treasury; provided that the then existing rules and regulations and policy of United States Department of the Treasury permit and authorize such investments. Should the policy, rules and regulations of the United States Department of Treasury not permit or authorize the purchase of such SLGS at such time or

times, such cash balance or balances shall remain uninvested and held in trust for the benefit of the holders of the Refunded Obligations and used for the payment of the Refunded Obligations on the dates and in the amount such moneys would have been expended had such SLGS been acquired and matured.

SECTION 12: Restriction Re: Escrow Fund Investments/ Re-investment. Except as provided in Section 11 hereof, moneys in the Escrow Fund will be invested only in the Escrowed Securities listed in Exhibit B and neither the City nor the Escrow Agent shall reinvest any moneys deposited in the Escrow Fund except as specifically provided by this Agreement.

SECTION 13: Excess Funds. If at any time through redemption or cancellation of the Refunded Obligations there exists or will exist excesses of interest on or maturing principal of the Escrowed Securities in excess of the amounts necessary hereunder for the Refunded Obligations, the Escrow Agent may transfer such excess amounts to or on the order of the City, provided that the City delivers to the Escrow Agent the following:

(1) an opinion by an independent certified public accountant that after the transfer of such excess, the principal amount of securities in the Escrow Fund, together with the interest thereon and other available monies then held in the Escrow Fund, will be sufficient to pay, as the same become due, in accordance with Exhibit A, the principal of, and interest on, the Refunded Obligations which have not previously been paid, and

(2) an unqualified opinion of nationally recognized municipal bond counsel to the effect that (a) such transfer will not cause interest on the Bonds or the Refunded Obligations to be included in gross income for federal income tax purposes, under the Code and related regulations as in effect on the date of such transfer, or otherwise make the interest on the Bonds or the Refunded Obligations subject to Federal income taxation, and (b) such transfer complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Refunded Obligations or the Bonds.

SECTION 14: Collateralization. The Escrow Agent shall continuously secure the monies in the Escrow Fund not invested in Escrowed Securities 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.

SECTION 15: Absence of Escrow Agent's Liability Re: Investments. The Escrow Agent shall not be liable or responsible for any loss resulting from any investment made in the Escrowed Securities or substitute securities as provided in Section 11 hereof.

SECTION 16: Escrow Agent's Compensation - Escrow Administration Settlement of Paying Agents' Charges. The City agrees to pay the Escrow Agent for the performance of services hereunder and as reimbursement for anticipated expenses to be incurred hereunder the amount of $1,350 and, except for reimbursement of costs and expenses incurred by the Escrow Agent pursuant to Sections 3, 11, and 19 hereof, the Escrow Agent hereby agrees said amount is full and complete payment for the administration of this Agreement.

The City also agrees to deposit with the Escrow Agent on the effective date of this Agreement, the sum of $1,200, which represents the total charges due the paying agents for the

Refunded Obligations and the Escrow Agent acknowledges and agrees that $600 of such amount is and represents the total amount of compensation due the Escrow Agent for services rendered as paying agent for the Series 2006 Refunded Obligations and the City acknowledges and agrees that $600 of such amount is and represents the total amount of compensation due U.S. Bank National Association for services rendered as paying agent for the 2005 Refunded Obligations. The Escrow Agent agrees to transmit such $600 to U.S. Bank National Association in accordance with the Issuer's instructions. The Escrow Agent hereby agrees to pay, assume and be fully responsible for any additional charges that it may incur in the performance of its duties and responsibilities as paying agent for the 2006 Refunded Obligations.

SECTION 17: Escrow Agent's Duties/Responsibilities/Liability. The Escrow Agent shall not be responsible for any recital herein, except with respect to its organization and its powers and authority. As to the existence or nonexistence of any fact relating to the City or as to the sufficiency or validity of any instrument, paper or proceedings relating to the City, the Escrow Agent shall be entitled to rely upon a certificate signed on behalf of the City by its City Secretary or Director of Finance of the City as sufficient evidence of the facts therein contained. The Escrow Agent may accept a certificate of the City Secretary under the City's seal, to the effect that a resolution or other instrument in the form therein set forth has been adopted by the City Council of the City, as conclusive evidence that such resolution or other instrument has been duly adopted and is in full force and effect.

The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and the Escrow Agent shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent.

In the absence of bad faith on the part of the Escrow Agent, the Escrow Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificate or opinion furnished to the Escrow Agent, conforming to the requirements of this Agreement; but notwithstanding any provision of this Agreement to the contrary, in the case of any such certificate or opinion or any evidence which by any provision hereof is specifically required to be furnished to the Escrow Agent, the Escrow Agent shall be under a duty to examine the same to determine whether it conforms to the requirements of this Agreement.

The Escrow Agent shall not be liable for any error of judgment made in good faith by a Responsible Officer or Officers of the Escrow Agent unless it shall be proven that the Escrow Agent was negligent in ascertaining or acting upon the pertinent facts.

The Escrow Agent shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of not less than a majority in aggregate principal amount of all said Refunded Obligations at the time outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Escrow Agent not in conflict with the intent and purpose of this Agreement. For the purposes of determining whether the holders of the required principal amount of said Refunded Obligations have concurred in any such direction, Refunded Obligations owned by any obligor upon the Refunded Obligations, or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with such obligor, shall be disregarded, except that for the purposes of determining whether the Escrow Agent shall be protected in relying on any such direction only Refunded Obligations which the Escrow Agent actually knows are so owned shall be so disregarded unless all Refunded Obligations are so owned.

The term “Responsible Officers” of the Escrow Agent, as used in this Agreement, shall mean and include the Chairman of the Board of Directors, the President, any Vice President and any Second Vice President, the Secretary and any Assistant Secretary, the Treasurer and any Assistant Treasurer, and every other officer and assistant officer of the Escrow Agent customarily performing functions similar to those performed by the persons who at the time shall be officers, respectively, or to whom any corporate trust matter is referred, because of his knowledge of and familiarity with a particular subject; and the term “Responsible Officer” of the Escrow Agent, as used in this Agreement, shall mean and include any of said officers or persons.

The Escrow Agent may consult with “independent legal counsel” (such term does not include an attorney who is an employee of the Escrow Agent) and the Escrow Agent shall be entitled to conclusively rely on such advice of such independent legal counsel in good faith. Such advice or opinion of independent legal counsel, relied upon in good faith, shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it in accordance with such advice. The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through its agents or attorneys and may in all cases pay reasonable compensation to any agent or attorney retained or employed by it in connection therewith. The Escrow Agent may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, written investment direction, statement, instrument, opinion, notice or other paper or document believed by it to be genuine and to have been signed or presented by the proper party. The Escrow Agent need not investigate any fact or matter stated in the document. None of the provisions of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder.

To the extent permitted by law, the City shall indemnify, defend and hold harmless the Escrow Agent and its officers, directors, employees, representatives and agents, from and against and reimburse the Escrow Agent for any and all claims, obligations, liabilities, losses, damages, actions, suits, judgments, reasonable costs and expenses (including reasonable attorneys’ and agents’ fees and expenses) of whatever kind or nature regardless of their merit, demanded, asserted or claimed against the Escrow Agent directly or indirectly relating to, or arising from, claims against the Escrow Agent by reason of its participation in the transactions contemplated hereby, except to the extent caused by the Escrow Agent’s negligence or willful misconduct. The foregoing indemnity shall survive the termination of this Agreement or the earlier resignation or removal of the Escrow Agent.

Any bank, corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any bank, corporation or association resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any bank, corporation or association succeeding to all or substantially all of the corporate trust business of the Escrow Agent shall be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except on the part of any of the parties hereto where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

SECTION 18: Limitation Re: Escrow Agent’s Duties/Responsibilities/Liabilities to Third Parties. The Escrow Agent shall not be responsible or liable to any person in any manner whatever for the sufficiency, correctness, genuineness, effectiveness, or validity of this Agreement with respect to the City, or for the identity or authority of any person making or

executing this Agreement for and on behalf of the City. The Escrow Agent is authorized by the City to rely upon the representations of the City with respect to this Agreement and the deposits made pursuant hereto and as to the City's right and power to execute and deliver this Agreement, and the Escrow Agent shall not be liable in any manner as a result of such reliance. The duty of the Escrow Agent hereunder shall only be to the City and the holders of the Refunded Obligations. Neither the City nor the Escrow Agent shall assign or attempt to assign or transfer any interest hereunder or any portion of any such interest; provided, however, that such assignment or transfer by the Escrow Agent shall be permitted if such assignment or transfer is due to a merger, consolidation, conversion, or business sale of the Escrow Agent as described in the last paragraph of Section 17 hereof. Any such assignment or attempted assignment shall be in direct conflict with this Agreement and be without effect.

SECTION 19: Interpleader. In the event conflicting demands or notices are made upon the Escrow Agent growing out of or relating to this Agreement or the Escrow Agent in good faith is in doubt as to what action should be taken hereunder, the Escrow Agent shall have the right at its election to:

(a) Withhold and stop all further proceedings in, and performance of, this Agreement with respect to the issue in question and of all instructions received hereunder in regard to such issue; and

(b) File a suit in interpleader and obtain an order from a court of appropriate jurisdiction in the State of Texas requiring all persons involved to interplead and litigate in such court their several claims and rights among themselves.

In the event the Escrow Agent becomes involved in litigation in connection with this Section, the City to the extent permitted by law agrees to indemnify and save the Escrow Agent harmless from all loss, cost, damages, expenses and attorney fees suffered or incurred by the Escrow Agent as a result thereof. The obligations of the Escrow Agent under this Agreement shall be performable at the corporate office of the Escrow Agent in the City of Dallas, Texas. To the extent permitted by law, and subject to any applicable statutes of limitation, the foregoing indemnification shall survive the resignation or removal of the Escrow Agent or the termination of this Agreement.

The Escrow Agent may advise with legal counsel in the event of any dispute or question regarding the construction of any of the provisions hereof or its duties hereunder, and in the absence of negligence or bad faith on the part of the Escrow Agent, no liability shall be incurred by the Escrow Agent for any action taken pursuant to this Section and the Escrow Agent shall be fully protected in acting in accordance with the opinion and instructions of legal counsel that is knowledgeable and has expertise in the field of law addressed in any such legal opinion or with respect to the instructions given.

SECTION 20: Accounting - Annual Report. Promptly after September 30 of each year, commencing with the year 2015 so long as the Escrow Fund is maintained under this Agreement, the Escrow Agent shall forward by letter to the City, to the attention of the Director of Finance, or other designated official of the City, a statement in detail of the Escrowed Securities and monies held, and the current income and maturities thereof, and the withdrawals of money from the Escrow Fund for the preceding 12 month period ending September 30th of each year.

SECTION 21: Notices. Any notice, authorization, request or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed as follows:

CITY OF RICHARDSON, TEXAS
411 W. Arapaho Road
Richardson, Texas 75080
Attention: Director of Finance

REGIONS BANK
1717 McKinney Avenue, Suite 1200
Dallas, Texas 75202
Attention: Corporate Trust Department

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery.

Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) days prior notice thereof.

SECTION 22: Performance Date. Whenever under the terms of this Agreement the performance date of any provision hereof, including the date of maturity of interest on or principal of the Refunded Obligations, shall be a Sunday or a legal holiday or a day on which the Escrow Agent is authorized by law to close, then the performance thereof, including the payment of principal of and interest on the Refunded Obligations, need not be made on such date but may be performed or paid, as the case may be, on the next succeeding business day of the Escrow Agent with the same force and effect as if made on the date of performance or payment and with respect to a payment, no interest shall accrue for the period after such date.

SECTION 23: Warranty of Parties Re: Power to Execute and Deliver Escrow Agreement. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Agreement, in any and every said Refunded Obligation as executed, authenticated and delivered and in all proceedings pertaining thereto as said Refunded Obligations shall have been modified as provided in this Agreement. The City covenants that it is duly authorized under the Constitution and laws of the State of Texas to execute and deliver this Agreement, that all actions on its part for the payment of said Refunded Obligations as provided herein and the execution and delivery of this Agreement have been duly and effectively taken and that said Refunded Obligations and coupons in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the City according to the import thereof as provided in this Agreement.

SECTION 24: Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the parties to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement. In the event any covenant or agreement contained in this Agreement is declared to be severable from the other provisions of this Agreement, written notice of such event shall immediately be given to each national rating service (Moody's Investors Service, Standard & Poor's Corporation or Fitch Investors Service) which has rated the Refunded Obligations on the basis of this Agreement.

SECTION 25: Termination. This Agreement shall terminate when the Refunded Obligations, including interest due thereon, have been paid and discharged in accordance with the provisions of this Agreement. If any Refunded Obligations are not presented for payment when due and payable, the nonpayment thereof shall not prevent the termination of this Agreement. Funds for the payment of any nonpresented Refunded Obligations and accrued interest thereon shall upon termination of this Agreement be held by the Escrow Agent for such purpose in accordance with Section 7 hereof. Any moneys or Escrowed Securities held in the Escrow Fund at termination and not needed for the payment of the principal of or interest on any of the Refunded Obligations shall be paid or transferred to the City.

SECTION 26: Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

SECTION 27: Successors/Assigns.

(a) Should the Escrow Agent not be able to legally serve or perform the duties and obligations under this Agreement, or should the Escrow Agent be declared to be insolvent or closed for any reason by federal or state regulatory authorities or a court of competent jurisdiction, the City, upon being notified or discovering the Escrow Agent's inability or disqualification to serve hereunder, shall forthwith appoint a successor to replace the Escrow Agent, and upon being notified of such appointment, the Escrow Agent shall (i) transfer all funds and securities held hereunder, together with all books, records and accounts relating to the Escrow Fund and the Refunded Obligations, to such successor and (ii) assign all rights, duties and obligations under this Agreement to such successor. If the City should fail to appoint such a successor within sixty (60) days from the date the City discovers, or is notified of, the event or circumstance causing the Escrow Agent's inability or disqualification to serve hereunder, the Escrow Agent, or a bondholder of the Refunded Obligations, may apply, at the expense of the City, to a court of competent jurisdiction to appoint a successor or assigns of the Escrow Agent and such court, upon determining the Escrow Agent is unable to continue to serve, shall appoint a successor to serve under this Agreement and the amount of compensation, if any, to be paid to such successor for the remainder of the term of this Agreement for services to be rendered both for administering the Escrow Fund and for paying agent duties and responsibilities for the Refunded Obligations.

(b) Furthermore, the Escrow Agent may resign and be discharged from performing its duties and responsibilities under this Agreement upon notifying the City in writing of its intention to resign and requesting the City to appoint a successor. No such resignation shall take effect until a successor has been appointed by the City and such successor has accepted such appointment and agreed to perform all duties and obligations hereunder for a total compensation equal to the unearned proportional amount paid the Escrow Agent under Section 16 hereof for the administration of this Agreement and the unearned proportional amount of the paying agents fees for the Refunded Obligations due the Escrow Agent. If the City does not make such appointment within sixty (60) days of the date that such resignation notice is sent to the City, the Escrow Agent shall be entitled to petition of a court of competent jurisdiction for the appointment of a successor.

Any successor to the Escrow Agent shall be a bank, trust company or other financial institution that is duly qualified under applicable law (the Act, or other appropriate statute) to serve as escrow agent hereunder and authorized and empowered to perform the duties and obligations contemplated by this Agreement and organized and doing business under the laws of the United States or the State of Texas, having an office and place of business in the State of

Texas, having a combined capital and surplus of at least $50,000,000 and be subject to the supervision or examination by Federal or State authority.

Any successor or assigns to the Escrow Agent shall execute, acknowledge and deliver to the City and the Escrow Agent, or its successor or assigns, an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor, subject to the terms of this Agreement, all the rights, powers and trusts created and established and to be performed under this Agreement. Upon the request of any such successor Escrow Agent, the City shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties. The term "Escrow Agent" as used herein shall be the Escrow Agent and its legal assigns and successor hereunder.

SECTION 28: Escrow Agreement - Amendment/Modification. This Agreement shall be binding upon the City and the Escrow Agent and their respective successors and legal representatives and shall inure solely to the benefit of the holders of the Refunded Obligations, the City, the Escrow Agent and their respective successors and legal representatives. Furthermore, no alteration, amendment or modification of any provision of this Agreement (1) shall alter the firm financial arrangements made for the payment of the Refunded Bonds or (2) shall be effective unless (i) prior written consent of such alteration, amendment or modification shall have been obtained from the holders of all Refunded Obligations outstanding at the time of such alteration, amendment or modification and (ii) such alteration, amendment or modification is in writing and signed by the parties hereto; provided, however, the City and the Escrow Agent may, without the consent of the holders of the Refunded Obligations, amend or modify the terms and provisions of this Agreement to cure in a manner not materially adverse to the holders of the Refunded Obligations as evidenced by an opinion of counsel delivered to the Escrow Agent any ambiguity, formal defect or omission in this Agreement. If the parties hereto agree to any amendment or modification to this Agreement, prior written notice of such amendment or proposed modification, together with the legal documents amending or modifying this Agreement, shall be furnished to each national rating service (Standard & Poor's Corporation, Moody's Investors Service or Fitch Investors Service) which has rated the Refunded Obligations on the basis of this Agreement, prior to such amendment or modification being executed.

SECTION 29: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 30: Executed Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 31: Governing Law. This Agreement shall be governed by the laws of the State of Texas and shall be effective as of the date of the delivery of the Bonds.

*[remainder of page left blank intentionally]*

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and attested as of the date first above written.

CITY OF RICHARDSON, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

[*signature page to Special Escrow Agreement – signatures continue on next page*]

REGIONS BANK,
Dallas, Texas, as Escrow Agent

_____

Title: _____

ATTEST:

_____

Title: _____

[*signature page to Special Escrow Agreement*]

# EXHIBIT A

## DEBT SERVICE REQUIREMENTS FOR REFUNDED OBLIGATIONS

# EXHIBIT B

## DESCRIPTION OF ESCROWED SECURITIES

# EXHIBIT C

# ZERO REINVESTMENTS

ORDINANCE NO. 4107

AN ORDINANCE authorizing the issuance of "CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2015A"; 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 Purchase Agreement, and the approval and distribution of a Preliminary Official Statement and an Official Statement pertaining thereto; and providing an effective date.

WHEREAS, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount of $7,500,000 for the purpose of paying contractual obligations to be incurred for (1) constructing, improving, renovating, and equipping park and recreation facilities, fire-fighting facilities, animal services facilities, and fleet services facilities; (2) constructing, improving and renovating streets, alleys, culverts and bridges, including drainage, landscaping, screening walls, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor; (3) improving and extending the City's water and sewer system; (4) acquiring equipment and vehicles for police, fire, streets, traffic and transportation, parks and recreation, municipal library, health, animal services and solid waste departments and the municipal golf course, and (5) 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 February 4, 2015 and February 11, 2015, 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 $_____ to be designated and bear the title "CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2015A" (the "Certificates"), for the purpose of paying contractual obligations to be incurred for (1) constructing, improving, renovating, and equipping park and recreation facilities, fire-fighting facilities, animal services facilities, and fleet services facilities; (2) constructing, improving and renovating streets, alleys, culverts and bridges, including drainage, landscaping, screening walls, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor; (3) improving and extending the City's water and

sewer system; (4) acquiring equipment and vehicles for police, fire, streets, traffic and transportation, parks and recreation, municipal library, health, animal services and solid waste departments and the municipal golf course, and (5) 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 Maturities – Date. The Certificates are issuable in fully registered form only; shall be dated March 15, 2015 (the "Certificate Date") and shall be in denominations of $5,000 or any integral multiple thereof and the Certificates shall become due and payable on February 15 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the following schedule:

| Year of Stated Maturity | Principal Amount ($) | Interest Rate (%) |
|---|---|---|
| 2016 | | |
| 2017 | | |
| 2018 | | |
| 2019 | | |
| 2020 | | |
| 2021 | | |
| 2022 | | |
| 2023 | | |
| 2024 | | |
| 2025 | | |
| 2026 | | |
| 2027 | | |
| 2028 | | |
| 2029 | | |
| 2030 | | |
| 2031 | | |
| 2032 | | |
| 2033 | | |
| 2034 | | |
| 2035 | | |

Interest on the Certificates shall accrue from the Certificate Date at the per annum rate(s) shown above in this Section, and such interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Certificates shall be payable on February 15 and August 15 in each year, commencing February 15, 2016, until maturity or prior redemption.

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, redemption 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 Regions Bank, 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 or upon their earlier redemption only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated office initially in Birmingham, Alabama, 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 having Stated Maturities on and after February 15, 2026, 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 within a

Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2025 or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

(b) Exercise of Redemption Option. At least forty-five (45) days prior to a 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 redemption therefor.

(c) 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 Certificates by $5,000 and shall select the Certificates, or principal amount thereof, to be redeemed within such Stated Maturity by lot.

(d) 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.

(e) 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 28 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

SECTION 6. Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained herein relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum as amended, the Blanket Issuer Letter of Representations, by and between the City and DTC, and the Letter of Representations from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general, or the City decides to discontinue use of the system of book-entry transfers through DTC, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and provide for the Certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4, and 5 hereof.

SECTION 7. 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 Chapter 1201 of the Texas Government Code, 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 9D, 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 9C, manually executed by the Comptroller of Public Accounts of the State of Texas, or the duly authorized agent of said Comptroller.

SECTION 8. Initial Certificate(s). The Certificates herein authorized shall be initially issued as a single fully registered certificate in the aggregate principal amount shown in Section 1 hereof, with principal installments to become due and payable as provided in Section 2 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 definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates 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 9. 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 Certificates, 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 Certificates and the Initial Certificate(s) 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 Definitive Certificate.

REGISTERED REGISTERED
NO. _____ $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF RICHARDSON, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2015A

| Certificate Date: | Interest Rate: | Stated Maturity: | CUSIP No.: |
|---|---|---|---|
| March 15, 2015 | _____% | _____ | _____ |

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 (or so much thereof as shall not have been paid upon prior redemption), on the Stated Maturity date specified above 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 Certificate Date) at the per annum rate of interest specified above; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2016, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or on a redemption date to the Registered Owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, 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 $_____ (herein referred to as the "Certificates") for the purpose of paying

contractual obligations to be incurred for (1) constructing, improving, renovating, and equipping park and recreation facilities, fire-fighting facilities, animal services facilities, and fleet services facilities; (2) constructing, improving and renovating streets, alleys, culverts and bridges, including drainage, landscaping, screening walls, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor; (3) improving and extending the City's water and sewer system; (4) acquiring equipment and vehicles for police, fire, streets, traffic and transportation, parks and recreation, municipal library, health, animal services and solid waste departments and the municipal golf course, and (5) 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 maturing on and after February 15, 2026, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part, in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity, by lot by the Paying Agent/Registrar), on February 15, 2025, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, 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 the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued 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, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event of a partial redemption of the principal amount of this Certificate, payment of the redemption price of such principal amount shall be made to the Registered Owner only upon presentation and surrender of this Certificate to the Paying Agent/Registrar at the Designated Payment/Transfer Office, and there shall be issued to the Registered Owner hereof, without charge, a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum hereof. If this Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer this Certificate to an assignee of the Registered Owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Registered Owner of the unredeemed balance hereof in the event of its redemption in part.

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 aforestated. 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 Certificates 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 Birmingham, Alabama is the Designated Payment/Transfer Office for this Certificate.

REGIONS BANK, 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.

F. The Initial Certificate shall be in the form set forth in paragraph B of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows:

(i) immediately under the name of the certificate the headings "Interest Rate", "Stated Maturity", and "CUSIP No." shall be omitted;

(ii) paragraph one shall read as follows:

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, on February 15 in each of the years and in principal installments and bearing interest at per annum rates in accordance with the following schedule:

| YEAR OF MATURITY | PRINCIPAL INSTALLMENTS | INTEREST RATE |
|---|---|---|

(Information to be inserted from schedule in Section 2 hereof.)

(or so much principal thereof as shall not have been redeemed prior to maturity) 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 Certificate Date) at the per annum rate of interest specified above; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2016, until maturity or prior redemption. Principal of this Certificate is payable on the Stated Maturity dates, to the Registered Owner hereof by Regions Bank, Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender at its designated office, initially in Birmingham, Alabama, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office). 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.

SECTION 10. 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, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2015A" authorized by this Ordinance.

(c) The term "Certificate Fund" shall mean the special Fund created and established under the provisions of Section 11 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 24 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 28 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 11. 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 2015A CITY OF RICHARDSON, TEXAS, 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 12. 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 13. 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.

Chapter 1208 of the Texas Government Code, 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 Chapter 9 of the Texas Business & Commerce Code, 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 Chapter 9 of the Texas Business & Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14. 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 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 Govt. Code, Subchapter C of Chapter 271, as amended, and Chapter 1502 of the Texas Government Code, as amended.

(b) Other than for the payment of the outstanding Prior Lien Obligations, the Certificates, and the Combination Tax and Revenue Certificates of Obligation, Series 2015B which are payable in part from a limited pledge of the Net Revenues of the System and which are being issued concurrently with 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 22. 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 23. 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 24. 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 amount(s) 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 or on a redemption date therefor, 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 or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. 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, or applicable redemption date, 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 25. 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 and in Section 33. 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 26. 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 27. 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 28. 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 29. 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 30. Sale of the Certificates – Execution of Purchase Agreement – Approval of Official Statement. The Certificates authorized by this Ordinance have been and are hereby

sold to _____ (herein referred to as the "Purchaser") in accordance with a Purchase Agreement, dated as of March 23, 2015 (the "Purchase Agreement"), attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes. The Purchase Agreement is hereby accepted, and the sale of the Certificates to said Purchaser is hereby approved and authorized and declared in the best interest of the City. The Mayor and City Secretary are hereby authorized and directed to execute the Purchase Agreement for and on behalf of the City and as the act and deed of the City 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.

Furthermore, the use of the Preliminary Official Statement prepared in connection with the public offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects. The final Official Statement being a modification and amendment of the Preliminary Official Statement and reflecting the terms of the sale (together with changes approved by the Mayor, Mayor Pro Tem, City Manager or Director of Finance, any one or more of said officials), shall be and is hereby approved as to form and content, and the Purchasers are hereby authorized to use and distribute said final Official Statement dated March 23, 2015, in the reoffering, sale and delivery of the Certificates to the public. The Mayor or Mayor Pro Tem and the City Secretary are further authorized to execute and deliver for and on behalf of the City copies of the Official Statement in final form as may be required by the Purchasers, and such Official Statement in final form and content shall be deemed to be approved by the City Council and shall constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 31. Proceeds of Sale. The proceeds of sale of the Certificates, excluding the accrued interest and 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. Accrued interest received from the Purchasers as well as any investment earnings remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund. The cash premium received from the Purchasers in the amount of $_____ shall be used to pay costs of issuance. Any surplus proceeds of sale may be deposited to the Certificate Fund or to another fund created for the payment of any Certificates.

SECTION 32. 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 33. Continuing Disclosure Undertaking.

(a) Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning in or after 2015, financial information and operating data with respect to the City of the general type described in **Exhibit C** hereto, and the City will additionally provide audited financial statements within 12 months and (2) if not provided as part of such financial information and operating data, the City will provide unaudited financial statements by the required time and audited financial statements of the City, when and if available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in **Exhibit C** hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events.

The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;

7. Modifications to rights of holders of the Certificates, if material;

8. Certificate calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Certificates, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;

13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB.

All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) of this Section of any Certificate calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City's financial results, condition, or prospects; nor does the City undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or

operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 34. 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 35. Bond Counsel's Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, 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 definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the Certificates.

SECTION 36. 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 37. 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 38. 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 39. 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 40. 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 41. 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 42. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 43. 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 44. 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 45. 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 March 23, 2015.

CITY OF RICHARDSON, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

(City Seal)

_____
Robert D. Dransfield, Bond Counsel

# EXHIBIT A

# PAYING AGENT/REGISTRAR AGREEMENT

# EXHIBIT B

# PURCHASE AGREEMENT

## EXHIBIT C

## DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 32 of this Ordinance.

### Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The financial information of the general type included in Appendix B to the Official Statement for the most recently concluded fiscal year.

2. The information included under Tables numbered 1 through 6 and 8 through 17 of the Official Statement.

### Accounting Principles

The accounting principles referred to in such Section are generally those described in Appendix B to the Official Statement, as such principles may be changed from time to time to comply with state law or regulation.

# PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of March 23, 2015 (this "Agreement"), by and between Regions Bank, a banking corporation duly organized and existing under the laws of the State of Alabama and authorized to do business in the State of Texas, 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, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2015A" (the "Securities"), dated March 15, 2015, such Securities scheduled to be delivered to the initial purchasers thereof on or about April 22, 2015; 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 <u>Definitions</u>**. 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, if any, 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:

Regions Bank
201 Milan Parkway, 2nd Floor
Birmingham, AL 35211
Attention: Corporate Trust Operations

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. The Bank represents and warrants its office in Dallas, Texas will at all times have immediate access to the Security Register by

electronic or other means and will be capable at all times of producing a hard copy of the Security Register at its Dallas office for use by the Issuer. 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.

**Section 5.08 DTC Services**. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

## 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 page(s) 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.

REGIONS BANK

By:_____

Title: _____

Attest:

Address: 1717 McKinney Avenue, Suite 1200
Dallas, Texas 75202

_____

Title: _____

CITY OF RICHARDSON, TEXAS

By: _____

Mayor

Address: 411 W. Arapaho Road, Room 101

Richardson, Texas 75080

Attest:

_____

City Secretary

# ANNEX A

**CITY OF RICHARDSON, TEXAS**
**(A municipal corporation located within Dallas and Collin Counties)**

**$_____**
**Combination Tax and Revenue Certificates of Obligation, Series 2015A**

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# PURCHASE AGREEMENT

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March 23, 2015

Mayor and City Council
City of Richardson, Texas
411 West Arapaho Road, Room 101
Richardson, Texas 75080

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the "*Representative*"), acting on its own behalf and on behalf of the other underwriters listed on Schedule I hereto (collectively, the *"Underwriters"*), and not acting as a fiduciary or agent for the City of Richardson, Texas (the *"Issuer"*), offers to enter into the following agreement (this *"Agreement"*) with the Issuer, which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Underwriters. This offer is made subject to the Issuer's written acceptance hereof on or before 10:00 p.m., Richardson, Texas time, on March 23, 2015, and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Ordinance (as defined herein) or in the Official Statement (as defined herein).

**1.** ***Purchase and Sale of the Certificates***. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree, jointly and severally, to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriters, all, but not less than all, of the Issuer's $_____ Combination Tax and Revenue Certificates of Obligation, Series 2015A (the *"Certificates"*). The Issuer acknowledges and agrees that (i) the purchase and sale of the Certificates pursuant to this Agreement is an arm's-length commercial transaction between the Issuer and the Underwriters, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriters are and have been acting solely as principals and are not acting as the agents or fiduciaries of the Issuer, (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriters have provided other services or are currently providing other services to the Issuer on other matters) and the Underwriters have no obligation to the Issuer with respect to

the offering contemplated hereby except the obligations expressly set forth in this Agreement, and (iv) the Issuer has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate. The Representative has been duly authorized by the Underwriters to execute this Agreement and to act hereunder.

The principal amount of the Certificates to be issued, the dated date therefor, the maturities and redemption provisions and interest rates per annum are set forth in Schedule II hereto. The Certificates shall be as described in, and shall be issued and secured under and pursuant to the provisions of (i) an ordinance adopted by the Issuer on March 23, 2015 (the *"Ordinance"*).

The purchase price for the Certificates shall be $_____ (representing the par amount of the Certificates, plus a reoffering premium of $_____ and less an underwriting discount of $_____) plus interest accrued on the Certificates calculated on the basis of a 360-day year of twelve 30-day months, from the dated date of the Certificates to the Closing (as hereinafter defined).

Delivered to the Issuer herewith is the Representative's good faith corporate check payable to the order of the Issuer in the amount of $72,300 (the "*Check*"). In the event the Issuer accepts this offer, the Check shall be held uncashed by the Issuer until the time of Closing, at which time the Check shall be returned uncashed to the Representative. In the event that the Issuer does not accept this Agreement, the Check shall be immediately returned to the Representative. Should the Issuer fail to deliver the Certificates at the Closing, or should the Issuer be unable to satisfy the conditions of the obligations of the Underwriters to purchase, accept delivery of and pay for the Certificates, as set forth in this Agreement (unless waived by the Representative), or should such obligations of the Underwriters be terminated for any reason permitted by this Agreement, the Check shall immediately be returned to the Representative. In the event that the Underwriters fail (other than for a reason permitted hereunder) to purchase, accept delivery of and pay for the Certificates at the Closing as herein provided, the Check shall be cashed and the amount thereof retained by the Issuer as and for fully liquidated damages for such failure of the Underwriters, and, except as set forth in Sections 8 and 10 hereof, no party shall have any further rights against the other hereunder. The Underwriters and the Issuer understand that in such event the Issuer's actual damages may be greater or may be less than such amount. Accordingly, the Underwriters hereby waive any right to claim that the Issuer's actual damages are less than such amount, and the Issuer's acceptance of this offer shall constitute a waiver of any right the Issuer may have to additional damages from the Underwriters.

**2.** ***Public Offering***. The Underwriters agree to make a bona fide public offering of all of the Certificates at prices or yields not to exceed the public offering prices or yields set forth on page 4 of the Official Statement and may subsequently change such offering prices or yields without any requirement of prior notice. The Underwriters may offer and sell the Certificates to certain dealers (including dealers depositing the Certificates into investment trusts) and others at prices lower than the public offering prices stated on page 4 of the Official Statement. On or before Closing, the Representative shall execute and deliver to Norton Rose Fulbright US LLP, Dallas, Texas ("*Bond Counsel*") an issue price certificate for the Certificates prepared by Bond Counsel verifying the initial offering prices to the public at which the

Underwriters reasonably expected to sell or in fact sold a substantial amount of each stated maturity of the Certificates to the public.

**3. *The Official Statement*.**

(a) The Issuer previously has delivered or caused to be delivered, to the Underwriters the Preliminary Official Statement dated March 12, 2015 (the "*Preliminary Official Statement*") in a "designated electronic format," as defined in the Municipal Securities Rulemaking Board's ("*MSRB*") Rule G-32 ("*Rule G-32*"). The Issuer will prepare, or cause to be prepared, a final Official Statement relating to the Certificates, which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended (the "*Rule*"), (iii) in a "designated electronic format" and (iv) substantially in the form of the most recent version of the Preliminary Official Statement provided to the Underwriters before the execution hereof. Such final Official Statement, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Certificates, is herein referred to as the "Official Statement." Until the Official Statement has been prepared and is available for distribution, the Issuer shall provide to the Underwriters sufficient quantities of the Preliminary Official Statement (which may be in electronic format) as the Representative deems reasonably necessary to satisfy the obligation of the Underwriters under the Rule with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Official Statement.

(b) The Preliminary Official Statement has been prepared for use by the Underwriters in connection with the public offering, sale and distribution of the Certificates. The Issuer hereby represents and warrants that the Preliminary Official Statement was deemed final by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Certificates for completion, all as permitted to be excluded by Section (b)(1) of the Rule.

(c) The Issuer hereby authorizes the Official Statement and the information therein contained to be used by the Underwriters in connection with the public offering and the sale of the Certificates. The Issuer consents to the use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Certificates. The Issuer shall provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the Issuer's acceptance of this Agreement (but in any event, in sufficient time to accompany any confirmation that requests payment from any customer and within seven (7) business days after the Issuer's acceptance of this Agreement) copies of the Official Statement which is complete as of the date of its delivery to the Underwriters. The Issuer shall provide the Official Statement, or cause the Official Statement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Representative shall reasonably request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB.

(d) If, after the date of this Agreement to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Certificates), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Representative (and for the purposes of this clause provide the Underwriters with such information as the Underwriters may from time to time reasonably request), and if, in the reasonable opinion of the Representative, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer's own expense (in a form and manner approved by the Representative), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York ("*DTC*"), or its book-entry-only system. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Underwriters may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement. The Issuer shall provide, or cause to be provided, any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Representative shall request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB.

(e) The Underwriters hereby agree to file the Official Statement with the MSRB through its Electronic Municipal Market Access ("*EMMA*") system on or before the date of Closing. Unless otherwise notified in writing by the Representative, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the date of the Closing.

**4.** ***Representations, Warranties, and Covenants of the Issuer***. The Issuer hereby represents and warrants to and covenants with the Underwriters that:

(a) The Issuer is a home rule city duly created and existing under the laws of the State of Texas (the "*State*"), including specifically Article XI, Section 5 of the State Constitution, and is issuing the Certificates pursuant to the provisions of Subchapter C

of Chapter 271, Texas Local Government Code, as amended (the "*Act*"), and its home rule charter (the "*Charter*") and has full legal right, power and authority under the Act and the Charter, and at the date of the Closing will have full legal right, power and authority (i) to enter into, execute and deliver this Agreement, the Ordinance, the Continuing Disclosure Undertaking (as defined in Section 6(i)(3) hereof) and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Agreement, the Ordinance, and the Continuing Disclosure Undertaking are hereinafter referred to as the "*Issuer Documents*"), (ii) to sell, issue and deliver the Certificates to the Underwriters as provided herein and (iii) to carry out and consummate the transactions described herein or in the Issuer Documents and the Official Statement; and the Issuer has complied, and will at the Closing be in compliance in all respects with the terms of the Act, the Charter and the Issuer Documents as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Ordinance and the issuance and sale of the Certificates, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Certificates and the Issuer Documents and (iii) the consummation by it of all other transactions described by the Official Statement and the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions described herein and in the Official Statement;

(c) The Issuer Documents constitute legal, valid and binding obligations of the Issuer subject to governmental immunity, bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Certificates, when issued, delivered and paid for, in accordance with the Ordinance and this Agreement, will constitute legal, valid and binding obligations of the Issuer, entitled to the benefits of the Ordinance and enforceable in accordance with their terms by mandamus or other relief permitted by law, subject to governmental immunity, bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights, and subject to general principles of equity which permit the exercise of judicial discretion; and upon the issuance, authentication and delivery of the Certificates as aforesaid, the Ordinance will provide, for the benefit of the holders, from time to time, of the Certificates, the legally valid and binding pledge of and lien they purport to create as set forth in the Ordinance;

(d) On the date hereof and on the date of Closing, the Issuer is not in material breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree that would have a material adverse effect upon the operations or financial condition of the Issuer; or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is otherwise subject, and no event has occurred and is continuing which

constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Certificates, the Issuer Documents and the adoption of the Ordinance and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, law or administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is otherwise subject or under the terms of any such law, regulation or instrument, except as provided by the Certificates and the Ordinance;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents and the Certificates have been duly obtained or will be obtained prior to the Closing, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Certificates;

(f) The Certificates and the Ordinance conform to the descriptions thereof contained in the Official Statement under the caption "THE OBLIGATIONS"; the proceeds of the sale of the Certificates will be applied generally as described in the Official Statement under the subcaption "PLAN OF FINANCING – Purpose of the Obligations"; and the Continuing Disclosure Undertaking conforms to the description thereof contained in the Official Statement under the caption "CONTINUING DISCLOSURE OF INFORMATION";

(g) Except as otherwise may be provided in the Official Statement under the caption "CONTINUING DISCLOSURE OF INFORMATION – Compliance with Prior Undertakings", during the last five (5) years the Issuer has complied in all material respects with its previous Continuing Disclosure Undertakings made by it in accordance with the Rule;

(h) On the date hereof and on the date of Closing, there is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer after due inquiry, threatened against the Issuer, affecting the existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Certificates or the collection of taxes or waterworks and sewer system (the "*System*") revenues pledged to the payment of principal of and interest on the Certificates pursuant to the Ordinance or in any way contesting or affecting the validity or enforceability of the Certificates or the Issuer Documents, or contesting the exclusion from gross income of interest on the Certificates for federal income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any

authority for the issuance of the Certificates, the adoption of the Ordinance or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Certificates or the Issuer Documents;

(i) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(j) At the time of the Issuer's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (d) of Section 3 of this Agreement) at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the "end of the underwriting period," the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(k) If the Official Statement is supplemented or amended pursuant to paragraph (d) of Section 3 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the "end of the underwriting period", the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading;

(l) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Certificates as provided in and subject to all of the terms and provisions of the Ordinance and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Certificates;

(m) The Issuer will furnish such information and execute such instruments and take such action in cooperation with the Representative as the Representative may reasonably request, at no expense to the Issuer, (i) to (A) qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Representative may designate and (B) determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Certificates by the Underwriters (provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Representative immediately of receipt by the Issuer of any

notification with respect to the suspension of the qualification of the Certificates for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(n) The financial statements of, and other financial information regarding, the Issuer in the Official Statement fairly present the financial position, results of operations and condition of the Issuer as of the dates and for the periods therein set forth, and there has been no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer since the dates of such statements and information;

(o) The Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the Issuer's financial condition or operations of the Issuer;

(p) Prior to the Closing, and except in the ordinary course of business, the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money (except for the Issuer's General Obligation Refunding Bonds, Series 2015 and Combination Tax and Revenue Certificates of Obligation, Taxable Series 2015B) or incur any material liabilities, direct or contingent, payable from or secured by any of the taxes which will secure the Certificates without the prior written approval of the Underwriters, such approval not to be unreasonably withheld;

(q) The Issuer, to the extent heretofore requested by the Representative, has delivered to the Underwriters true, correct, complete, and legible copies of all information, applications, reports, or other documents of any nature whatsoever submitted to any rating agency for the purpose of obtaining a rating for the Certificates or to any municipal bond insurance company to obtain a municipal bond insurance policy on the Certificates, if any, and, in each instance, true, correct, complete, and legible copies of all correspondence or other communications relating, directly or indirectly, thereto;

(r) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions described in this Agreement, shall be deemed a representation and warranty by the Issuer to the Underwriters as to the statements made therein; and

(s) The Issuer covenants that between the date hereof and the date of the Closing it will take no action which will cause the representations and warranties made in this Section to be untrue as of the Closing.

By delivering the Official Statement to the Representative, the Issuer shall be deemed to have reaffirmed, with respect to the Official Statement, the representations, warranties and covenants set forth above with respect to the Preliminary Official Statement.

**5.** ***Closing***.

(a) At or before 10:00 a.m., Dallas, Texas time, on April 22, 2015, or at such other time and date as shall have been mutually agreed upon by the Issuer and the

Paying Agent/Registrar (hereinafter defined), the Issuer will, subject to the terms and conditions hereof, deliver to Regions Bank, Dallas, Texas (the "*Paying Agent/Registrar*"), as delivery agent for the Underwriters, the initial Certificate registered in the name of the Representative, in temporary form, together with the other documents hereinafter mentioned, and will have available for immediate exchange definitive Certificates deposited with DTC, or deposited with the Paying Agent/Registrar, if the Certificates are to be held in safekeeping for DTC by the Paying Agent/Registrar pursuant to DTC's FAST system and the Ordinance, duly executed and authenticated in the form and manner described below, together with the other documents hereinafter mentioned, and the Paying Agent/Registrar, as delivery agent for the Underwriters, will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Certificates as set forth in Paragraph 1 hereof in immediately available funds (such events being referred to herein as the "*Closing*"). Payment for the Certificates as aforesaid shall be made at the offices the Paying Agent/Registrar or such other place as shall have been mutually agreed upon by the Issuer and the Representative.

(b) Delivery of the definitive Certificates in exchange for the initial Certificate shall be made through DTC, utilizing the book-entry only form of issuance. The definitive Certificates shall be delivered in fully registered form bearing CUSIP numbers without coupons with one certificate for each maturity of Certificates, registered in the name of Cede & Co. and shall be made available to the Representative at least one business day before the Closing for purposes of inspection. In addition, the Issuer and the Underwriters agree that there shall be a preliminary Closing held at such place as the Issuer and the Underwriters shall mutually agree, commencing at least 24 hours prior to the Closing; provided, however, that such preliminary Closing shall not be required if Bond Counsel provides a complete Transcript of Proceedings acceptable to counsel for the Underwriters at least 24 hours prior to the Closing.

**6.** ***Closing Conditions***. The Underwriters have entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligation under this Agreement to purchase, to accept delivery of and to pay for the Certificates shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Representative:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Issuer Documents and the Certificates shall be in full force and effect in the form heretofore approved by the Representative and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Representative; (ii) the net proceeds of the sale of the Certificates and any funds to be provided by the Issuer shall be deposited and applied as described in the Official Statement and in the Ordinance; and (iii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel and counsel to the Underwriters to deliver their respective opinions referred to hereafter;

(d) At the time of the Closing, all official action of the Issuer relating to the Certificates and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented;

(e) At or prior to the Closing, the Ordinance shall have been duly executed and delivered by the Issuer and the Issuer shall have duly executed and delivered and the Paying Agent/Registrar shall have duly authenticated the Certificates;

(f) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from that set forth in the Official Statement that in the reasonable judgment of the Representative is material and adverse and that makes it, in the reasonable judgment of the Representative, impracticable to market the Certificates on the terms and in the manner described in the Official Statement;

(g) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(h) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions described in this Agreement shall be reasonably satisfactory in legal form and effect to the Representative and counsel for the Underwriters;

(i) At or prior to the Closing, the Representative shall have received copies of each of the following documents:

(1) The Official Statement, and each supplement or amendment thereto, if any as may have been agreed to by the Underwriters;

(2) A copy of the Ordinance having been duly adopted and executed by the Issuer and the Ordinance certified as being in full force and effect, with such supplements or amendments to as may have been agreed to by the Representative;

(3) The undertaking of the Issuer set forth in the Ordinance (the "*Continuing Disclosure Undertaking*") which satisfies the requirements of Section (b)(5)(i) of the Rule;

(4) The approving opinion of Bond Counsel, with respect to the Certificates, in substantially the form attached to the Official Statement;

(5) A supplemental opinion of Bond Counsel addressed to the Issuer and the Underwriters substantially to the effect that:

(i) the Ordinance has been duly adopted and is in full force and effect;

(ii) the Certificates are exempt securities that do not require registration under the Securities Act of 1933, as amended (the "1933 Act"), and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and it is not necessary, in connection with the offering and sale of the Certificates, to register the Certificates under the 1933 Act or to qualify the Ordinance under the Trust Indenture Act; and

(iii) the statements and information describing the Certificates and the Ordinance contained in the Official Statement under the captions or subcaptions ""PLAN OF FINANCING" (except for the subcaption "Sources and Uses of Proceeds"), "THE OBLIGATIONS" (exclusive of the subcaption "Book-Entry-Only System" and "Obligationholders' Remedies"), "TAX MATTERS - The Bonds and the Series 2015A Certificates," "TAX MATTERS - The Taxable Series 2015B Certificates," "CONTINUING DISCLOSURE OF INFORMATION" (exclusive of "Compliance with Prior Undertakings") and the subcaptions "Registration and Qualification of Obligations for Sale," "Legal Matters" (except for the last sentence of the first paragraph thereof) and "Legal Investments and Eligibility to Secure Public Funds in Texas" under the caption "OTHER INFORMATION" is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Certificates, such information conforms to the Ordinance;

(6) An opinion, dated the date of the Closing and addressed to the Underwriters, of counsel for the Underwriters, to the effect that:

(i) the Certificates are exempt securities under the 1933 Act and the Trust Indenture Act and it is not necessary, in connection with the offering and sale of the Certificates, to register the Certificates under the 1933 Act and the Ordinance need not be qualified under the Trust Indenture Act; and

(ii) based upon their participation in the preparation of the Official Statement as counsel for the Underwriters and their participation

at conferences at which the Official Statement was discussed, but without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, such counsel has no reason to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for any financial, forecast, technical and statistical statements and data included in the Official Statement and the information regarding DTC and its book-entry-only system, as to which no view need be expressed;

(7) A certificate, dated the date of the Closing, of an appropriate official of the Issuer to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing; (ii) no litigation, proceeding or tax challenge against the Issuer is pending or, to the best of his or her knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the council members, officers or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Certificates or the Issuer Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting taxes or System revenues, including payments on the Certificates, pursuant to the Ordinance, and other income or the levy or collection of the taxes and System revenues pledged or to be pledged to pay the principal of and interest on the Certificates, or the pledge thereof; (iii) all official action of the Issuer relating to the Official Statement, the Certificates and the Issuer Documents have been duly taken by the Issuer, are in full force and effect and have not been modified, amended, supplemented or repealed; (iv) to the best of his or her knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any respect as of the time of the Closing, and the information contained in the Official Statement is correct in all material respects and, as of the date of the Official Statement did not, and as of the date of the Closing does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and (v) there has not been any material adverse change in the financial condition of the Issuer since September 30, 2014, the latest date as of which audited financial information is available;

(8) A certificate of the Issuer in form and substance satisfactory to Bond Counsel and counsel to the Underwriters setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Certificates will be used in a manner that

would cause the Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code;

(9) The approving opinion of the Attorney General of the State of Texas and the registration certificates of the Comptroller of Public Accounts of the State of Texas in respect of the Certificates;

(10) Any other certificates and opinions required by the Ordinance for the issuance thereunder of the Certificates;

(11) Evidence of ratings assigned to the Certificates of "___" by Moody's Investors Service, Inc., and "___" by Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, and that such ratings are in effect as of the date of the Closing; and

(12) Such additional legal opinions, certificates, instruments and other documents as Bond Counsel, the Representative or counsel to the Underwriters may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Representative.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Certificates contained in this Agreement, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Certificates shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriters nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriters set forth in Sections 1 (with respect to the Check), 4 and 8 hereof shall continue in full force and effect.

**7.** ***Termination***. The Underwriters shall have the right to cancel their obligation to purchase the Certificates if (as evidenced by a written notice to the Issuer terminating the obligation of the Underwriters to accept delivery of and pay for the Certificates) between the date of this Agreement and the Closing, the market price or marketability of the Certificates, or the ability of the Underwriters to enforce contacts for the sale of Certificates, shall be materially adversely affected, in the reasonable judgment of the Representative, by the occurrence of any one of the following events:

(a) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Certificates or the interest on the Certificates as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions described herein;

(b) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Certificates, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act or the Securities Exchange Act of 1934, as amended and then in effect, or that the Ordinance is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Certificates, including any or all underlying arrangements, as described herein or in the Official Statement or otherwise, is or would be in violation of any provision of the federal securities laws as amended and then in effect;

(c) any state blue sky or securities commission or other governmental agency or body in any state in which more than 15% of the Certificates have been sold shall have withheld registration, exemption or clearance of the offering of the Certificates as described herein, or issued a stop order or similar ruling relating thereto;

(d) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(e) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Certificates or as to obligations of the general character of the Certificates, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the

charge to the net capital requirements of, the Underwriters, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriters;

(f) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income, securities (or interest thereon), or the validity or enforceability of the assessments or the levy of ad valorem taxes pledged to pay the principal of and interest on the Certificates;

(g) any event occurring, or information becoming known which, in the reasonable judgment of the Representative, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(h) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Issuer, except for changes which the Official Statement discloses are expected to occur;

(i) there shall have occurred (whether or not foreseeable) any (i) new material outbreak of hostilities involving the United States (including, without limitation, an act of terrorism) or (ii) new material other national or international calamity or crisis including, but not limited to, an escalation of hostilities that existed prior to the date hereof, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States;

(j) any fact or event shall exist or have existed that, in the Representative's reasonable judgment, requires or has required an amendment of or supplement to the Official Statement;

(k) there shall have occurred or any published notice shall have been given of any intended review for possible downgrade, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's obligations that are secured in a like manner as the Certificates (including the ratings to be accorded to the Certificates); and

(l) the purchase of and payment for the Certificates by the Underwriters, or the resale of the Certificates by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; provided, however, that such prohibition occurs after the date of this Agreement and is not caused by the action, or failure to act, of the Underwriters.

With respect to the conditions described in subparagraphs (e) and (l) above, the Underwriters are not aware of any current, pending or proposed law or government inquiry or

investigation as of the date of execution of this Agreement which would permit the Underwriters to invoke their termination rights thereunder.

**8.** ***Expenses***.

(a) The Underwriters shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Certificates; (ii) the fees and disbursements of Bond Counsel and the Issuer's Financial Advisor; (iii) the fees and disbursements of any other attorneys, engineers, accountants, and other experts, consultants or advisers retained by the Issuer; (iv) the fees, if any, for bond ratings; (v) the costs of preparing, printing and mailing to the Underwriters the Preliminary Official Statement and the Official Statement; (vi) the fees and expenses of the Paying Agent/Registrar; (vii) the out-of-pocket, miscellaneous and closing expenses, including the cost of travel (meals, transportation and lodging), of the officers and officials of the Issuer; (viii) the Attorney General's review fee; and (ix) any other expenses mutually agreed to by the Issuer and the Representative to be reasonably considered expenses of the Issuer which are incident to the transactions contemplated hereby.

(b) The Underwriters shall pay (i) the cost of preparation and printing of this Agreement, the Blue Sky Survey and Legal Investment Memorandum, if any; (ii) all advertising expenses in connection with the public offering of the Certificates; and (iii) all other expenses incurred by them in connection with the public offering of the Certificates, including the fees and disbursements of counsel retained by the Underwriters.

(c) The Issuer acknowledges that the Underwriters will pay from the Underwriters' expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas (the "*MAC*"), a non-profit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

**9.** ***Notices***. Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing to City of Richardson, Texas, 411 West Arapaho Road, Room 101, Richardson, Texas 75080 Attention: Director of Finance; and any notice or other communication to be given to the Underwriters under this Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, 70 NE Loop 410, Suite 295, San Antonio, TX 78216, Attention: Nora Chavez.

**10.** ***Parties in Interest***. This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriters (including successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Issuer. All of the Issuer's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any

investigations made by or on behalf of any of the Underwriters; (ii) delivery of and payment for the Certificates pursuant to this Agreement; and (iii) any termination of this Agreement.

**11.** ***Effectiveness***. This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable in accordance with its terms at the time of such acceptance.

**12.** ***Choice of Law***. This Agreement shall be governed by and construed in accordance with the laws of the State.

**13.** ***Severability***. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision or provisions of any constitution, statute, rule of public policy or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

**14.** ***Business Day***. For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

**15.** ***Section Headings***. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

**16.** ***Counterparts***. This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

**17.** ***No Personal Liability***. None of the members of the City Council, nor any officer, agent, or employee of the Issuer, shall be charged personally by the Underwriters with any liability, or be held liable to the Underwriters under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

[*Execution Page Follows*.]

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Representative. This Agreement shall become a binding agreement between the Issuer and the Underwriters when at least the counterpart of this Agreement shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as Representative of the
Underwriters identified on Schedule I hereto

By:_____
Name: _____
Title: _____

ACCEPTED at _____[a.m./p.m.] central time this _____ day of _____, 2015.

CITY OF RICHARDSON, TEXAS

By:_____
Name:_____
Title:_____

Schedule I – Underwriters
Schedule II – Schedule of Terms

# SCHEDULE I

## List of Underwriters

Stifel, Nicolaus & Company, Incorporated
BOSC, Inc. (A Subsidiary of BOK Financial Corporation)
Raymond James & Associates, Inc.

## SCHEDULE II

**$_____**
**City of Richardson, Texas**
**Combination Tax and Revenue**
**Certificates of Obligation, Series 2015A**

The dated date for the Certificates is March 15, 2015 (the "Dated Date") and interest accrues on the Certificates from the Dated Date.

| Maturity Date (2/15) | Principal Amount | Interest Rate | Initial Price or Yield[(a)] |
|---|---|---|---|
| 2016 | $ | % | % |
| 2017 | | | |
| 2018 | | | |
| 2019 | | | |
| 2020 | | | |
| 2021 | | | |
| 2022 | | | |
| 2023 | | | |
| 2024 | | | |
| 2025 | | | |
| 2026[(b)] | | | |
| 2027[(b)] | | | |
| 2028[(b)] | | | |
| 2029[(b)] | | | |
| 2030[(b)] | | | |
| 2031[(b)] | | | |
| 2032[(b)] | | | |
| 2033[(b)] | | | |
| 2034[(b)] | | | |
| 2035[(b)] | | | |

(a) The initial reoffering prices or yields of the Certificates are furnished by the Underwriters and represent the initial offering prices or yields to the public, which may be changed by the Underwriters at any time.

(b) The Issuer reserves the right, at its option, to redeem Certificates having stated maturities on and after February 15, 2026, in whole or in part in principal amounts of $5,000 or any integral multiple thereof, on February 15, 2025, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption.

ORDINANCE NO. 4108

AN ORDINANCE authorizing the issuance of "CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2015B"; 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 Purchase Agreement, and the approval and distribution of a Preliminary Official Statement and an Official Statement pertaining thereto; and providing an effective date.

WHEREAS, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount of $2,200,000 for the purpose of paying contractual obligations to be incurred for (1) constructing, improving, renovating, and equipping the municipal golf course, and (2) 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 February 4, 2015 and February 11, 2015, 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 $_____ to be designated and bear the title "CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2015B" (the "Certificates"), for the purpose of paying contractual obligations to be incurred for (1) constructing, improving, renovating, and equipping the municipal golf course, and (2) 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 Maturities – Date. The Certificates are issuable in fully registered form only; shall be dated March 15, 2015 (the "Certificate Date") and shall be in denominations of $5,000 or any integral multiple thereof and the Certificates shall become due and payable on February 15 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the following schedule:

| Year of Stated Maturity | Principal Amount ($) | Interest Rate (%) |
|---|---|---|
| 2016 | | |
| 2017 | | |
| 2018 | | |
| 2019 | | |
| 2020 | | |
| 2021 | | |
| 2022 | | |
| 2023 | | |
| 2024 | | |
| 2025 | | |
| 2026 | | |
| 2027 | | |
| 2028 | | |
| 2029 | | |
| 2030 | | |
| 2031 | | |
| 2032 | | |
| 2033 | | |
| 2034 | | |
| 2035 | | |

Interest on the Certificates shall accrue from the Certificate Date at the per annum rate(s) shown above in this Section, and such interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Certificates shall be payable on February 15 and August 15 in each year, commencing February 15, 2016, until maturity or prior redemption.

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, redemption 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 Regions Bank, 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 or upon their earlier redemption only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated office initially in Birmingham, Alabama, 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 having Stated Maturities on and after February 15, 2026, 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 within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2025 or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

(b) Exercise of Redemption Option. At least forty-five (45) days prior to a 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 redemption therefor.

(c) 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 Certificates by $5,000

and shall select the Certificates, or principal amount thereof, to be redeemed within such Stated Maturity by lot.

(d) 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.

(e) 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 28 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

SECTION 6. Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained herein relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of “Book-Entry-Only” securities clearance, settlement and transfer system provided by The Depository Trust Company (“DTC”), a limited

purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum as amended, the Blanket Issuer Letter of Representations, by and between the City and DTC, and the Letter of Representations from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general, or the City decides to discontinue use of the system of book-entry transfers through DTC, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and provide for the Certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4, and 5 hereof.

SECTION 7. 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 Chapter 1201 of the Texas Government Code, 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 9D, 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 9C, manually executed by the Comptroller of Public Accounts of the State of Texas, or the duly authorized agent of said Comptroller.

SECTION 8. Initial Certificate(s). The Certificates herein authorized shall be initially issued as a single fully registered certificate in the aggregate principal amount shown in Section 1 hereof, with principal installments to become due and payable as provided in Section 2 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 definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates 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 9. 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 Certificates, 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 Certificates and the Initial Certificate(s) 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 Definitive Certificate.

REGISTERED NO. _____ REGISTERED $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF RICHARDSON, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
TAXABLE SERIES 2015B

| Certificate Date: | Interest Rate: | Stated Maturity: | CUSIP No.: |
|---|---|---|---|
| March 15, 2015 | _____% | _____ | _____ |

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 (or so much thereof as shall not have been paid upon prior redemption), on the Stated Maturity date specified above 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 Certificate Date) at the per annum rate of interest specified above; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2016, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or on a redemption date to the Registered Owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, 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 $_____ (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (1) constructing, improving, renovating, and equipping the municipal golf course, and (2) 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 maturing on and after February 15, 2026, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part, in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity, by lot by the Paying Agent/Registrar), on February 15, 2025, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, 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 the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued 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, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event of a partial redemption of the principal amount of this Certificate, payment of the redemption price of such principal amount shall be made to the Registered Owner only upon presentation and surrender of this Certificate to the Paying Agent/Registrar at the Designated Payment/Transfer Office, and there shall be issued to the Registered Owner hereof, without charge, a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum hereof. If this Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer this Certificate to an assignee of the Registered Owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Registered Owner of the unredeemed balance hereof in the event of its redemption in part.

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 aforestated. 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 Certificates 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 Birmingham, Alabama is the Designated Payment/Transfer Office for this Certificate.

REGIONS BANK, 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.

F. The Initial Certificate shall be in the form set forth in paragraph B of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows:

(i) immediately under the name of the certificate the headings “Interest Rate”, “Stated Maturity”, and “CUSIP No.” shall be omitted;

(ii) paragraph one shall read as follows:

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, on February 15 in each of

the years and in principal installments and bearing interest at per annum rates in accordance with the following schedule:

| YEAR OF MATURITY | PRINCIPAL INSTALLMENTS | INTEREST RATE |
|---|---|---|

(Information to be inserted from schedule in Section 2 hereof.)

(or so much principal thereof as shall not have been redeemed prior to maturity) 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 Certificate Date) at the per annum rate of interest specified above; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2016, until maturity or prior redemption. Principal of this Certificate is payable on the Stated Maturity dates, to the Registered Owner hereof by Regions Bank, Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender at its designated office, initially in Birmingham, Alabama, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office). 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.

SECTION 10. 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, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2015B” authorized by this Ordinance.

(c) The term “Certificate Fund” shall mean the special Fund created and established under the provisions of Section 11 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 24 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 28 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 11. 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 TAXABLE 2015B CITY OF RICHARDSON, TEXAS, 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 12. 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 13. 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.

Chapter 1208 of the Texas Government Code, 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 Chapter 9 of the Texas Business & Commerce Code, 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 Chapter 9 of the Texas Business & Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14. 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 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 Govt. Code, Subchapter C of Chapter 271, as amended, and Chapter 1502 of the Texas Government Code, as amended.

(b) Other than for the payment of the outstanding Prior Lien Obligations, the Certificates, and the Combination Tax and Revenue Certificates of Obligation, Series 2015A which are payable in part from a limited pledge of the Net Revenues of the System and which are being issued concurrently with 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 22. 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 23. 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 24. 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 amount(s) 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 or on a redemption date therefor, 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 or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. 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, or applicable redemption date, 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 25. 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 and in Section 32. 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 26. 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 27. 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 28. 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 29. Sale of the Certificates – Execution of Purchase Agreement – Approval of Official Statement. The Certificates authorized by this Ordinance have been and are hereby sold to _____ (herein referred to as the "Purchaser") in accordance with a Purchase Agreement, dated as of March 23, 2015 (the "Purchase Agreement"), attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes. The Purchase Agreement is hereby accepted, and the sale of the Certificates to said Purchaser is hereby approved and authorized and declared in the best interest of the City. The Mayor and City Secretary are hereby authorized and directed to execute the Purchase Agreement for and on behalf of the City and as the act and deed of the City 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.

Furthermore, the use of the Preliminary Official Statement prepared in connection with the public offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects. The final Official Statement being a modification and amendment of the Preliminary Official Statement and reflecting the terms of the sale (together with changes approved by the Mayor, Mayor Pro Tem, City Manager or Director of Finance, any one or more of said officials), shall be and is hereby approved as to form and content, and the Purchasers are hereby authorized to use and distribute said final Official Statement dated March 23, 2015, in the reoffering, sale and delivery of the Certificates to the public. The Mayor or Mayor Pro Tem and the City Secretary are further authorized to execute and deliver for and on behalf of the City copies of the Official Statement in final form as may be required by the Purchasers, and such Official Statement in final form and content shall be deemed to be approved by the City Council and shall constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 30. Proceeds of Sale. The proceeds of sale of the Certificates, excluding the accrued interest and 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. Accrued interest received from the Purchasers as well as any investment earnings remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund. The cash premium received from the Purchasers in the amount of $_____ shall be used to pay costs of issuance. 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. Continuing Disclosure Undertaking.

(a) Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning in or after 2015, financial information and operating data with respect to the City of the general type described in **Exhibit C** hereto, and the City will additionally provide audited financial statements within 12 months and (2) if not provided as part of such financial information and operating data, the City will provide unaudited financial statements by the required time and audited financial statements of the City, when and if available. Any financial statements so provided shall be prepared in accordance with the accounting principles

described in **Exhibit C** hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events.

The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB.

All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) of this Section of any Certificate calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City's financial results, condition, or prospects; nor does the City undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 33. 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 34. Bond Counsel's Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, 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 definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the Certificates.

SECTION 35. 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 36. 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 37. 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 38. 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 39. 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 40. 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 41. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 42. 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 43. 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 44. 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 March 23, 2015.

CITY OF RICHARDSON, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

(City Seal)

_____
Robert D. Dransfield, Bond Counsel

# EXHIBIT A

# PAYING AGENT/REGISTRAR AGREEMENT

# EXHIBIT B

# PURCHASE AGREEMENT

## EXHIBIT C

## DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 33 of this Ordinance.

### Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The financial information of the general type included in Appendix B to the Official Statement for the most recently concluded fiscal year.

2. The information included under Tables numbered 1 through 6 and 8 through 17 of the Official Statement.

### Accounting Principles

The accounting principles referred to in such Section are generally those described in Appendix B to the Official Statement, as such principles may be changed from time to time to comply with state law or regulation.

# PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of March 23, 2015 (this "Agreement"), by and between Regions Bank, a banking corporation duly organized and existing under the laws of the State of Alabama and authorized to do business in the State of Texas, 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, COMBINATION AND TAX REVENUE CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2015B" (the "Securities"), dated March 15, 2015, such Securities scheduled to be delivered to the initial purchasers thereof on or about April 22, 2015; 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, if any, 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:

Regions Bank
201 Milan Parkway, 2nd Floor
Birmingham, AL 35211
Attention: Corporate Trust Operations

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. The Bank represents and warrants its office in Dallas, Texas will at all times have immediate access to the Security Register by

electronic or other means and will be capable at all times of producing a hard copy of the Security Register at its Dallas office for use by the Issuer. 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.

**Section 5.08 DTC Services**. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

**Section 5.09 Tax Reporting**. It shall be the duty of the Bank, on behalf of the Issuer, to report to the Holders and the Internal Revenue Service, to the extent required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, (i) the amount of "reportable payments," if any, subject to backup withholding during each year and the amount of tax withheld, if any, with respect to payments of the Bonds and (ii) the amount of interest or amount treated as interest on the Bonds and required to be included in gross income of the Holder.

## 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 page(s) 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.

REGIONS BANK

By:_____

Title: _____

Attest:

Address: 1717 McKinney Avenue, Suite 1200
Dallas, Texas 75202

_____

Title: _____

CITY OF RICHARDSON, TEXAS

By: _____

Mayor

Address: 411 W. Arapaho Road, Room 101

Richardson, Texas 75080

Attest:

_____

City Secretary

# ANNEX A

**CITY OF RICHARDSON, TEXAS**
**(A municipal corporation located within Dallas and Collin Counties)**

**$_____**
**Combination Tax and Revenue Certificates of Obligation, Taxable Series 2015B**

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# PURCHASE AGREEMENT

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March 23, 2015

Mayor and City Council
City of Richardson, Texas
411 West Arapaho Road, Room 101
Richardson, Texas 75080

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the "*Representative*"), acting on its own behalf and on behalf of the other underwriters listed on Schedule I hereto (collectively, the *"Underwriters"*), and not acting as a fiduciary or agent for the City of Richardson, Texas (the *"Issuer"*), offers to enter into the following agreement (this *"Agreement"*) with the Issuer, which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Underwriters. This offer is made subject to the Issuer's written acceptance hereof on or before 10:00 p.m., Richardson, Texas time, on March 23, 2015, and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Ordinance (as defined herein) or in the Official Statement (as defined herein).

**1.** ***Purchase and Sale of the Certificates***. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree, jointly and severally, to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriters, all, but not less than all, of the Issuer's $_____ Combination Tax and Revenue Certificates of Obligation, Taxable Series 2015B (the *"Certificates"*). The Issuer acknowledges and agrees that (i) the purchase and sale of the Certificates pursuant to this Agreement is an arm's-length commercial transaction between the Issuer and the Underwriters, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriters are and have been acting solely as principals and are not acting as the agents or fiduciaries of the Issuer, (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriters have provided other services or are currently providing other services to the Issuer on other matters) and the Underwriters have no obligation to the Issuer with respect to

the offering contemplated hereby except the obligations expressly set forth in this Agreement, and (iv) the Issuer has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate. The Representative has been duly authorized by the Underwriters to execute this Agreement and to act hereunder.

The principal amount of the Certificates to be issued, the dated date therefor, the maturities and redemption provisions and interest rates per annum are set forth in Schedule II hereto. The Certificates shall be as described in, and shall be issued and secured under and pursuant to the provisions of (i) an ordinance adopted by the Issuer on March 23, 2015 (the *"Ordinance"*).

The purchase price for the Certificates shall be $_____ (representing the par amount of the Certificates, plus a reoffering premium of $_____ and less an underwriting discount of $_____) plus interest accrued on the Certificates calculated on the basis of a 360-day year of twelve 30-day months, from the dated date of the Certificates to the Closing (as hereinafter defined).

Delivered to the Issuer herewith is the Representative's good faith corporate check payable to the order of the Issuer in the amount of $22,000 (the "*Check*"). In the event the Issuer accepts this offer, the Check shall be held uncashed by the Issuer until the time of Closing, at which time the Check shall be returned uncashed to the Representative. In the event that the Issuer does not accept this Agreement, the Check shall be immediately returned to the Representative. Should the Issuer fail to deliver the Certificates at the Closing, or should the Issuer be unable to satisfy the conditions of the obligations of the Underwriters to purchase, accept delivery of and pay for the Certificates, as set forth in this Agreement (unless waived by the Representative), or should such obligations of the Underwriters be terminated for any reason permitted by this Agreement, the Check shall immediately be returned to the Representative. In the event that the Underwriters fail (other than for a reason permitted hereunder) to purchase, accept delivery of and pay for the Certificates at the Closing as herein provided, the Check shall be cashed and the amount thereof retained by the Issuer as and for fully liquidated damages for such failure of the Underwriters, and, except as set forth in Sections 8 and 10 hereof, no party shall have any further rights against the other hereunder. The Underwriters and the Issuer understand that in such event the Issuer's actual damages may be greater or may be less than such amount. Accordingly, the Underwriters hereby waive any right to claim that the Issuer's actual damages are less than such amount, and the Issuer's acceptance of this offer shall constitute a waiver of any right the Issuer may have to additional damages from the Underwriters.

**2.** ***Public Offering***. The Underwriters agree to make a bona fide public offering of all of the Certificates at prices or yields not to exceed the public offering prices or yields set forth on page 6 of the Official Statement and may subsequently change such offering prices or yields without any requirement of prior notice. The Underwriters may offer and sell the Certificates to certain dealers (including dealers depositing the Certificates into investment trusts) and others at prices lower than the public offering prices stated on page 6 of the Official Statement. On or before Closing, the Representative shall execute and deliver to Norton Rose Fulbright US LLP, Dallas, Texas ("*Bond Counsel*") an issue price certificate for the Certificates prepared by Bond Counsel verifying the initial offering prices to the public at which the

Underwriters reasonably expected to sell or in fact sold a substantial amount of each stated maturity of the Certificates to the public.

**3. *The Official Statement*.**

(a) The Issuer previously has delivered or caused to be delivered, to the Underwriters the Preliminary Official Statement dated March 12, 2015 (the "*Preliminary Official Statement*") in a "designated electronic format," as defined in the Municipal Securities Rulemaking Board's ("*MSRB*") Rule G-32 ("*Rule G-32*"). The Issuer will prepare, or cause to be prepared, a final Official Statement relating to the Certificates, which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended (the "*Rule*"), (iii) in a "designated electronic format" and (iv) substantially in the form of the most recent version of the Preliminary Official Statement provided to the Underwriters before the execution hereof. Such final Official Statement, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Certificates, is herein referred to as the "Official Statement." Until the Official Statement has been prepared and is available for distribution, the Issuer shall provide to the Underwriters sufficient quantities of the Preliminary Official Statement (which may be in electronic format) as the Representative deems reasonably necessary to satisfy the obligation of the Underwriters under the Rule with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Official Statement.

(b) The Preliminary Official Statement has been prepared for use by the Underwriters in connection with the public offering, sale and distribution of the Certificates. The Issuer hereby represents and warrants that the Preliminary Official Statement was deemed final by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Certificates for completion, all as permitted to be excluded by Section (b)(1) of the Rule.

(c) The Issuer hereby authorizes the Official Statement and the information therein contained to be used by the Underwriters in connection with the public offering and the sale of the Certificates. The Issuer consents to the use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Certificates. The Issuer shall provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the Issuer's acceptance of this Agreement (but in any event, in sufficient time to accompany any confirmation that requests payment from any customer and within seven (7) business days after the Issuer's acceptance of this Agreement) copies of the Official Statement which is complete as of the date of its delivery to the Underwriters. The Issuer shall provide the Official Statement, or cause the Official Statement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Representative shall reasonably request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB.

(d) If, after the date of this Agreement to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Certificates), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Representative (and for the purposes of this clause provide the Underwriters with such information as the Underwriters may from time to time reasonably request), and if, in the reasonable opinion of the Representative, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer's own expense (in a form and manner approved by the Representative), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York ("*DTC*"), or its book-entry-only system. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Underwriters may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement. The Issuer shall provide, or cause to be provided, any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Representative shall request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB.

(e) The Underwriters hereby agree to file the Official Statement with the MSRB through its Electronic Municipal Market Access ("*EMMA*") system on or before the date of Closing. Unless otherwise notified in writing by the Representative, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the date of the Closing.

**4.** ***Representations, Warranties, and Covenants of the Issuer***. The Issuer hereby represents and warrants to and covenants with the Underwriters that:

(a) The Issuer is a home rule city duly created and existing under the laws of the State of Texas (the "*State*"), including specifically Article XI, Section 5 of the State Constitution, and is issuing the Certificates pursuant to the provisions of Subchapter C

of Chapter 271, Texas Local Government Code, as amended (the "*Act*"), and its home rule charter (the "*Charter*") and has full legal right, power and authority under the Act and the Charter, and at the date of the Closing will have full legal right, power and authority (i) to enter into, execute and deliver this Agreement, the Ordinance, the Continuing Disclosure Undertaking (as defined in Section 6(i)(3) hereof) and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Agreement, the Ordinance, and the Continuing Disclosure Undertaking are hereinafter referred to as the "*Issuer Documents*"), (ii) to sell, issue and deliver the Certificates to the Underwriters as provided herein and (iii) to carry out and consummate the transactions described herein or in the Issuer Documents and the Official Statement; and the Issuer has complied, and will at the Closing be in compliance in all respects with the terms of the Act, the Charter and the Issuer Documents as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Ordinance and the issuance and sale of the Certificates, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Certificates and the Issuer Documents and (iii) the consummation by it of all other transactions described by the Official Statement and the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions described herein and in the Official Statement;

(c) The Issuer Documents constitute legal, valid and binding obligations of the Issuer subject to governmental immunity, bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Certificates, when issued, delivered and paid for, in accordance with the Ordinance and this Agreement, will constitute legal, valid and binding obligations of the Issuer, entitled to the benefits of the Ordinance and enforceable in accordance with their terms by mandamus or other relief permitted by law, subject to governmental immunity, bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights, and subject to general principles of equity which permit the exercise of judicial discretion; and upon the issuance, authentication and delivery of the Certificates as aforesaid, the Ordinance will provide, for the benefit of the holders, from time to time, of the Certificates, the legally valid and binding pledge of and lien they purport to create as set forth in the Ordinance;

(d) On the date hereof and on the date of Closing, the Issuer is not in material breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree that would have a material adverse effect upon the operations or financial condition of the Issuer; or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is otherwise subject, and no event has occurred and is continuing which

constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Certificates, the Issuer Documents and the adoption of the Ordinance and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, law or administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is otherwise subject or under the terms of any such law, regulation or instrument, except as provided by the Certificates and the Ordinance;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents and the Certificates have been duly obtained or will be obtained prior to the Closing, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Certificates;

(f) The Certificates and the Ordinance conform to the descriptions thereof contained in the Official Statement under the caption "THE OBLIGATIONS"; the proceeds of the sale of the Certificates will be applied generally as described in the Official Statement under the subcaption "PLAN OF FINANCING – Purpose of the Obligations"; and the Continuing Disclosure Undertaking conforms to the description thereof contained in the Official Statement under the caption "CONTINUING DISCLOSURE OF INFORMATION";

(g) Except as otherwise may be provided in the Official Statement under the caption "CONTINUING DISCLOSURE OF INFORMATION – Compliance with Prior Undertakings", during the last five (5) years the Issuer has complied in all material respects with its previous Continuing Disclosure Undertakings made by it in accordance with the Rule;

(h) On the date hereof and on the date of Closing, there is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer after due inquiry, threatened against the Issuer, affecting the existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Certificates or the collection of taxes or waterworks and sewer system (the "*System*") revenues pledged to the payment of principal of and interest on the Certificates pursuant to the Ordinance or in any way contesting or affecting the validity or enforceability of the Certificates or the Issuer Documents, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority for the issuance of the Certificates, the adoption of the Ordinance or the execution and delivery

of the Issuer Documents, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Certificates or the Issuer Documents;

(i) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(j) At the time of the Issuer's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (d) of Section 3 of this Agreement) at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the "end of the underwriting period," the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(k) If the Official Statement is supplemented or amended pursuant to paragraph (d) of Section 3 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the "end of the underwriting period", the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading;

(l) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Certificates as provided in and subject to all of the terms and provisions of the Ordinance;

(m) The Issuer will furnish such information and execute such instruments and take such action in cooperation with the Representative as the Representative may reasonably request, at no expense to the Issuer, (i) to (A) qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Representative may designate and (B) determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Certificates by the Underwriters (provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Representative immediately of receipt by the Issuer of any notification with respect to the suspension of the qualification of the Certificates for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(n) The financial statements of, and other financial information regarding, the Issuer in the Official Statement fairly present the financial position, results of operations and condition of the Issuer as of the dates and for the periods therein set forth, and there has been no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer since the dates of such statements and information;

(o) The Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the Issuer's financial condition or operations of the Issuer;

(p) Prior to the Closing, and except in the ordinary course of business, the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money (except for the Issuer's General Obligation Refunding Bonds, Series 2015 and Combination Tax and Revenue Certificates of Obligation, Series 2015A) or incur any material liabilities, direct or contingent, payable from or secured by any of the taxes which will secure the Certificates without the prior written approval of the Underwriters, such approval not to be unreasonably withheld;

(q) The Issuer, to the extent heretofore requested by the Representative, has delivered to the Underwriters true, correct, complete, and legible copies of all information, applications, reports, or other documents of any nature whatsoever submitted to any rating agency for the purpose of obtaining a rating for the Certificates or to any municipal bond insurance company to obtain a municipal bond insurance policy on the Certificates, if any, and, in each instance, true, correct, complete, and legible copies of all correspondence or other communications relating, directly or indirectly, thereto;

(r) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions described in this Agreement, shall be deemed a representation and warranty by the Issuer to the Underwriters as to the statements made therein; and

(s) The Issuer covenants that between the date hereof and the date of the Closing it will take no action which will cause the representations and warranties made in this Section to be untrue as of the Closing.

By delivering the Official Statement to the Representative, the Issuer shall be deemed to have reaffirmed, with respect to the Official Statement, the representations, warranties and covenants set forth above with respect to the Preliminary Official Statement.

**5. *Closing*.**

(a) At or before 10:00 a.m., Dallas, Texas time, on April 22, 2015, or at such other time and date as shall have been mutually agreed upon by the Issuer and the Paying Agent/Registrar (hereinafter defined), the Issuer will, subject to the terms and conditions hereof, deliver to Regions Bank, Dallas, Texas (the "*Paying Agent/Registrar*"), as delivery agent for the Underwriters, the initial Certificate

registered in the name of the Representative, in temporary form, together with the other documents hereinafter mentioned, and will have available for immediate exchange definitive Certificates deposited with DTC, or deposited with the Paying Agent/Registrar, if the Certificates are to be held in safekeeping for DTC by the Paying Agent/Registrar pursuant to DTC's FAST system and the Ordinance, duly executed and authenticated in the form and manner described below, together with the other documents hereinafter mentioned, and the Paying Agent/Registrar, as delivery agent for the Underwriters, will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Certificates as set forth in Paragraph 1 hereof in immediately available funds (such events being referred to herein as the "*Closing*"). Payment for the Certificates as aforesaid shall be made at the offices the Paying Agent/Registrar or such other place as shall have been mutually agreed upon by the Issuer and the Representative.

(b) Delivery of the definitive Certificates in exchange for the initial Certificate shall be made through DTC, utilizing the book-entry only form of issuance. The definitive Certificates shall be delivered in fully registered form bearing CUSIP numbers without coupons with one certificate for each maturity of Certificates, registered in the name of Cede & Co. and shall be made available to the Representative at least one business day before the Closing for purposes of inspection. In addition, the Issuer and the Underwriters agree that there shall be a preliminary Closing held at such place as the Issuer and the Underwriters shall mutually agree, commencing at least 24 hours prior to the Closing; provided, however, that such preliminary Closing shall not be required if Bond Counsel provides a complete Transcript of Proceedings acceptable to counsel for the Underwriters at least 24 hours prior to the Closing.

**6.** ***Closing Conditions***. The Underwriters have entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligation under this Agreement to purchase, to accept delivery of and to pay for the Certificates shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Representative:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Issuer Documents and the Certificates shall be in full force and effect in the form heretofore approved by the Representative and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Representative; (ii) the net proceeds of the sale of the Certificates and any funds to be provided by the Issuer shall be deposited and applied as described in the Official Statement and in the Ordinance; and (iii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel and counsel to the Underwriters to deliver their respective opinions referred to hereafter;

(d) At the time of the Closing, all official action of the Issuer relating to the Certificates and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented;

(e) At or prior to the Closing, the Ordinance shall have been duly executed and delivered by the Issuer and the Issuer shall have duly executed and delivered and the Paying Agent/Registrar shall have duly authenticated the Certificates;

(f) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from that set forth in the Official Statement that in the reasonable judgment of the Representative is material and adverse and that makes it, in the reasonable judgment of the Representative, impracticable to market the Certificates on the terms and in the manner described in the Official Statement;

(g) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(h) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions described in this Agreement shall be reasonably satisfactory in legal form and effect to the Representative and counsel for the Underwriters;

(i) At or prior to the Closing, the Representative shall have received copies of each of the following documents:

(1) The Official Statement, and each supplement or amendment thereto, if any as may have been agreed to by the Underwriters;

(2) A copy of the Ordinance having been duly adopted and executed by the Issuer and the Ordinance certified as being in full force and effect, with such supplements or amendments to as may have been agreed to by the Representative;

(3) The undertaking of the Issuer set forth in the Ordinance (the "*Continuing Disclosure Undertaking*") which satisfies the requirements of Section (b)(5)(i) of the Rule;

(4) The approving opinion of Bond Counsel, with respect to the Certificates, in substantially the form attached to the Official Statement;

(5) A supplemental opinion of Bond Counsel addressed to the Issuer and the Underwriters substantially to the effect that:

(i) the Ordinance has been duly adopted and is in full force and effect;

(ii) the Certificates are exempt securities that do not require registration under the Securities Act of 1933, as amended (the "1933 Act"), and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and it is not necessary, in connection with the offering and sale of the Certificates, to register the Certificates under the 1933 Act or to qualify the Ordinance under the Trust Indenture Act; and

(iii) the statements and information describing the Certificates and the Ordinance contained in the Official Statement under the captions or subcaptions ""PLAN OF FINANCING" (except for the subcaption "Sources and Uses of Proceeds"), "THE OBLIGATIONS" (exclusive of the subcaption "Book-Entry-Only System" and "Obligationholders' Remedies"), "TAX MATTERS - The Bonds and the Series 2015A Certificates," "TAX MATTERS - The Taxable Series 2015B Certificates," "CONTINUING DISCLOSURE OF INFORMATION" (exclusive of "Compliance with Prior Undertakings") and the subcaptions "Registration and Qualification of Obligations for Sale," "Legal Matters" (except for the last sentence of the first paragraph thereof) and "Legal Investments and Eligibility to Secure Public Funds in Texas" under the caption "OTHER INFORMATION" is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Certificates, such information conforms to the Ordinance;

(6) An opinion, dated the date of the Closing and addressed to the Underwriters, of counsel for the Underwriters, to the effect that:

(i) the Certificates are exempt securities under the 1933 Act and the Trust Indenture Act and it is not necessary, in connection with the offering and sale of the Certificates, to register the Certificates under the 1933 Act and the Ordinance need not be qualified under the Trust Indenture Act; and

(ii) based upon their participation in the preparation of the Official Statement as counsel for the Underwriters and their participation at conferences at which the Official Statement was discussed, but without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official

Statement, such counsel has no reason to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for any financial, forecast, technical and statistical statements and data included in the Official Statement and the information regarding DTC and its book-entry-only system, as to which no view need be expressed;

(7) A certificate, dated the date of the Closing, of an appropriate official of the Issuer to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing; (ii) no litigation, proceeding or tax challenge against the Issuer is pending or, to the best of his or her knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the council members, officers or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Certificates or the Issuer Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting taxes or System revenues, including payments on the Certificates, pursuant to the Ordinance, and other income or the levy or collection of the taxes and System revenues pledged or to be pledged to pay the principal of and interest on the Certificates, or the pledge thereof; (iii) all official action of the Issuer relating to the Official Statement, the Certificates and the Issuer Documents have been duly taken by the Issuer, are in full force and effect and have not been modified, amended, supplemented or repealed; (iv) to the best of his or her knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any respect as of the time of the Closing, and the information contained in the Official Statement is correct in all material respects and, as of the date of the Official Statement did not, and as of the date of the Closing does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and (v) there has not been any material adverse change in the financial condition of the Issuer since September 30, 2014, the latest date as of which audited financial information is available;

(8) The approving opinion of the Attorney General of the State of Texas and the registration certificates of the Comptroller of Public Accounts of the State of Texas in respect of the Certificates;

(9) Any other certificates and opinions required by the Ordinance for the issuance thereunder of the Certificates;

(10) Evidence of ratings assigned to the Certificates of "___" by Moody's Investors Service, Inc., and "___" by Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, and that such ratings are in effect as of the date of the Closing; and

(11) Such additional legal opinions, certificates, instruments and other documents as Bond Counsel, the Representative or counsel to the Underwriters may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Representative.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Certificates contained in this Agreement, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Certificates shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriters nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriters set forth in Sections 1 (with respect to the Check), 4 and 8 hereof shall continue in full force and effect.

**7.** ***Termination***. The Underwriters shall have the right to cancel their obligation to purchase the Certificates if (as evidenced by a written notice to the Issuer terminating the obligation of the Underwriters to accept delivery of and pay for the Certificates) between the date of this Agreement and the Closing, the market price or marketability of the Certificates, or the ability of the Underwriters to enforce contacts for the sale of Certificates, shall be materially adversely affected, in the reasonable judgment of the Representative, by the occurrence of any one of the following events:

(a) [RESERVED];

(b) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Certificates, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act or the Securities Exchange Act of 1934, as amended and then in effect, or that the Ordinance is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of

obligations of the general character of the Certificates, including any or all underlying arrangements, as described herein or in the Official Statement or otherwise, is or would be in violation of any provision of the federal securities laws as amended and then in effect;

(c) any state blue sky or securities commission or other governmental agency or body in any state in which more than 15% of the Certificates have been sold shall have withheld registration, exemption or clearance of the offering of the Certificates as described herein, or issued a stop order or similar ruling relating thereto;

(d) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(e) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Certificates or as to obligations of the general character of the Certificates, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriters, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriters;

(f) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income, securities (or interest thereon), or the validity or enforceability of the assessments or the levy of ad valorem taxes pledged to pay the principal of and interest on the Certificates;

(g) any event occurring, or information becoming known which, in the reasonable judgment of the Representative, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(h) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Issuer, except for changes which the Official Statement discloses are expected to occur;

(i) there shall have occurred (whether or not foreseeable) any (i) new material outbreak of hostilities involving the United States (including, without limitation, an act of terrorism) or (ii) new material other national or international calamity or crisis including, but not limited to, an escalation of hostilities that existed prior to the date hereof, or (iii) material financial crisis or adverse change in the

financial or economic conditions affecting the United States government or the securities markets in the United States;

(j) any fact or event shall exist or have existed that, in the Representative's reasonable judgment, requires or has required an amendment of or supplement to the Official Statement;

(k) there shall have occurred or any published notice shall have been given of any intended review for possible downgrade, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's obligations that are secured in a like manner as the Certificates (including the ratings to be accorded to the Certificates); and

(l) the purchase of and payment for the Certificates by the Underwriters, or the resale of the Certificates by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; provided, however, that such prohibition occurs after the date of this Agreement and is not caused by the action, or failure to act, of the Underwriters.

With respect to the conditions described in subparagraphs (e) and (l) above, the Underwriters are not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriters to invoke their termination rights thereunder.

**8.** ***Expenses***.

(a) The Underwriters shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Certificates; (ii) the fees and disbursements of Bond Counsel and the Issuer's Financial Advisor; (iii) the fees and disbursements of any other attorneys, engineers, accountants, and other experts, consultants or advisers retained by the Issuer; (iv) the fees, if any, for bond ratings; (v) the costs of preparing, printing and mailing to the Underwriters the Preliminary Official Statement and the Official Statement; (vi) the fees and expenses of the Paying Agent/Registrar; (vii) the out-of-pocket, miscellaneous and closing expenses, including the cost of travel (meals, transportation and lodging), of the officers and officials of the Issuer; (viii) the Attorney General's review fee; and (ix) any other expenses mutually agreed to by the Issuer and the Representative to be reasonably considered expenses of the Issuer which are incident to the transactions contemplated hereby.

(b) The Underwriters shall pay (i) the cost of preparation and printing of this Agreement, the Blue Sky Survey and Legal Investment Memorandum, if any; (ii) all advertising expenses in connection with the public offering of the Certificates; and (iii) all other expenses incurred by them in connection with the public offering of the Certificates, including the fees and disbursements of counsel retained by the Underwriters.

(c) The Issuer acknowledges that the Underwriters will pay from the Underwriters' expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas (the "*MAC*"), a non-profit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

**9.** ***Notices***. Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing to City of Richardson, Texas, 411 West Arapaho Road, Room 101, Richardson, Texas 75080 Attention: Director of Finance; and any notice or other communication to be given to the Underwriters under this Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, 70 NE Loop 410, Suite 295, San Antonio, TX 78216, Attention: Nora Chavez.

**10.** ***Parties in Interest***. This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriters (including successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Issuer. All of the Issuer's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of any of the Underwriters; (ii) delivery of and payment for the Certificates pursuant to this Agreement; and (iii) any termination of this Agreement.

**11.** ***Effectiveness***. This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable in accordance with its terms at the time of such acceptance.

**12.** ***Choice of Law***. This Agreement shall be governed by and construed in accordance with the laws of the State.

**13.** ***Severability***. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision or provisions of any constitution, statute, rule of public policy or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

**14.** ***Business Day***. For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

**15.** ***Section Headings***. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

**16.** ***Counterparts***. This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and

hereto were upon the same document) and all of which shall constitute one and the same document.

**17.** ***No Personal Liability***. None of the members of the City Council, nor any officer, agent, or employee of the Issuer, shall be charged personally by the Underwriters with any liability, or be held liable to the Underwriters under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

[*Execution Page Follows*.]

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Representative. This Agreement shall become a binding agreement between the Issuer and the Underwriters when at least the counterpart of this Agreement shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as Representative of the
Underwriters identified on Schedule I hereto

By:_____
Name: _____
Title: _____

ACCEPTED at _____[a.m./p.m.] central time this _____ day of _____, 2015.

CITY OF RICHARDSON, TEXAS

By:_____
Name:_____
Title:_____

Schedule I – Underwriters
Schedule II – Schedule of Terms

## SCHEDULE I

### List of Underwriters

Stifel, Nicolaus & Company, Incorporated
BOSC, Inc. (A Subsidiary of BOK Financial Corporation)
Raymond James & Associates, Inc.

## SCHEDULE II

**$_____**
**City of Richardson, Texas**
**Combination Tax and Revenue**
**Certificates of Obligation, Taxable Series 2015B**

The dated date for the Certificates is March 15, 2015 (the "Dated Date") and interest accrues on the Certificates from the Dated Date.

| Maturity Date (2/15) | Principal Amount | Interest Rate | Initial Price or Yield[(a)] |
|---|---|---|---|
| 2016 | $ | % | % |
| 2017 | | | |
| 2018 | | | |
| 2019 | | | |
| 2020 | | | |
| 2021 | | | |
| 2022 | | | |
| 2023 | | | |
| 2024 | | | |
| 2025 | | | |
| 2026[(b)] | | | |
| 2027[(b)] | | | |
| 2028[(b)] | | | |
| 2029[(b)] | | | |
| 2030[(b)] | | | |
| 2031[(b)] | | | |
| 2032[(b)] | | | |
| 2033[(b)] | | | |
| 2034[(b)] | | | |
| 2035[(b)] | | | |

(a) The initial reoffering prices or yields of the Certificates are furnished by the Underwriters and represent the initial offering prices or yields to the public, which may be changed by the Underwriters at any time.

(b) The Issuer reserves the right, at its option, to redeem Certificates having stated maturities on and after February 15, 2026, in whole or in part in principal amounts of $5,000 or any integral multiple thereof, on February 15, 2025, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption.

# MEMO

**DATE:** **March 19, 2015**

**TO:** **Honorable Mayor and City Council**

**FROM:** **Michael Spicer, Director of Development Services** *MS*

**SUBJECT:** **Zoning File 15-01 – Planned Development & Special Permit – Smoking Establishment and Additional Uses – 1002 N. Central Expressway**

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## REQUEST

Mary Ryan Bedosky, representing Calypso Products Inc., requests approval of a change in zoning for an 8.1-acre lot located on the east side of Central Expressway, north of Arapaho Road from I-M(1) Industrial to PD Planned Development with modified development standards and approval of a Special Permit for a smoking establishment.

The site is currently occupied with a mix of industrial, office, and retail uses. A PD designation is necessary to provide for the smoking establishment use with a Special Permit while preserving conforming status for the existing industrial uses.

## BACKGROUND

The applicant currently operates a cigar and pipe shop at the northeast corner of Arapaho Road and Plano Road. If the request is approved the existing operations would be relocated to the subject property in a 3,700-square foot lease space. The proposed smoking establishment includes a retail sales area, humidor, and a lounge/seating area where customers may smoke as well as purchase alcoholic beverages. Alcoholic beverage sales could not exceed 10% of the smoking establishment's gross revenue. City of Richardson smoking regulations require that a minimum of 90% of sales be derived from the sale of tobacco and accessories in order for smoking to be allowed.

The applicant is also requesting to modify conditions for the entire 8.1-acre site. Existing zoning allows uses permitted in the I-M(1) Industrial District and select retail uses as listed in Ordinance No. 2381-A, but limits the retail uses to no more than 50% of the building floor area. The applicant is requesting to preserve existing industrial use entitlements and add uses allowed in the LR-M(1) and LR-M(2) Local Retail Districts, exclusive of restaurants, bars, and clubs, without floor area limitation. The applicant is also requesting a minimum of 270 parking spaces to be required for the site. These changes would allow for flexibility in leasing to future tenants.

The Commission primarily discussed restricting the Special Permit to the subject suite or to the applicant. The applicant stated that either restriction would significantly impair his ability to sell the business in the future. The applicant further maintained that given the significant investment to be made in the lease space and limiting the hours of operation would ensure continuation of a quality business after it is sold.

No public input was received at the Commission's March 3, 2015, public hearing.

## PLAN COMMISSION RECOMMENDATION

The City Plan Commission, by a vote of 5-2 (Commissioners Maxwell and Ferrell opposed), recommends approval of the request as presented subject to the attached special conditions.

## ATTACHMENTS

Special Conditions
CC Public Hearing Notice
City Plan Commission Minutes 03-03-2015
Staff Report
Zoning Map
Aerial Map
Oblique Aerial Looking South
Zoning Exhibit (Exhibit "B")
Floor Plan (Exhibit "C")
Site Photos
Applicant's Statement
Applicant's Tenant/Parking Roster
LR-M(1) & LR-M(2) Local Retail Uses
Notice of Public Hearing
Notification List
Ordinance No. 2381-A

**ZF 15-01 Special Conditions**

The subject site shall be zoned PD Planned Development for the I-M(1) Industrial District. All uses allowed in the I-M(1) Industrial District and the LR-M(2) Local Retail District, excluding restaurants, bars, and clubs, shall be permitted uses. A smoking establishment shall be permitted upon approval of a Special Permit. The Concept Plan (Exhibit "B") shall govern the limits of the smoking establishment. Future development or redevelopment of the site shall not be restricted by the Concept Plan provided such development is in conformance with the I-M(1) Industrial District regulations and the following special conditions:

1. A Special Permit shall be granted for a smoking establishment, as defined in the Comprehensive Zoning Ordinance including a patio area and shall be limited to the area shown, depicted as Suite 589, on the attached concept plan, marked as Exhibit "B" and made a part thereof. No food or food products shall be sold or served.

2. The smoking establishment shall be allowed to sell alcoholic beverages for on-premises consumption. The sale of alcoholic beverages shall not exceed 10% of the gross revenue of the smoking establishment on a quarterly basis.

3. The smoking establishment shall be prohibited from operating between the hours of 12:00 a.m. and 8:00 a.m.

4. A minimum of 270 parking spaces shall be provided on the property.

**Attn. Lynda Black**
**Publication for Dallas Morning News – Legals**
**Submitted on: March 4, 2015**
**Submitted by: City Secretary, City of Richardson**

**Please publish as listed below or in attachment and provide a publication affidavit to:**

**City Secretary's Office**
**P.O. Box 830309**
**Richardson, TX 75083-0309**

**FOR PUBLICATION ON: March 6, 2015**

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**City of Richardson**
**Public Hearing Notice**

The Richardson City Council will conduct a public hearing at 7:00 p.m. on Monday, March 23, 2015, in the Council Chambers, Richardson Civic Center/City Hall, 411 W. Arapaho Road, to consider the following requests.

**ZF 15-01**

A request by Mary Ryan Bedosky, representing Calypso Products Inc., for a change in zoning of an 8.1-acre site from I-M(1) Industrial with special conditions to PD Planned Development to allow additional uses and a request for approval of a Special Permit for a smoking establishment for a 3,700-square foot lease space on a property at 1002 N. Central Expressway (east side of Central Expressway, north of Arapaho Road). The property is currently zoned I-M(1) Industrial.

**ZF 15-02**

A request by Charlie W. Chen, representing C&P TMS Group, LP, to revoke Ordinance 4057, a Special Permit for an event/community center conditionally granted to and restricted to Mohammed Sadiul Moin, and approval of a Special Permit for an approximate 4,500-square foot event/community center to be located at 999 E. Arapaho Road (north side of Arapaho Road, between Executive Drive and International Parkway). The property is currently zoned I-M(1) Industrial.

If you wish your opinion to be part of the record but are unable to attend, send a written reply prior to the hearing date to City Council, City of Richardson, P.O. Box 830309, Richardson, Texas 75083.

**The City of Richardson**
**/s/ Aimee Nemer, City Secretary**

# EXCERPT
# CITY OF RICHARDSON
# CITY PLAN COMMISSION MINUTES –MARCH 3, 2015

## PUBLIC HEARING

**Zoning File 15-01 – Smoking Establishment:** Consider and take necessary action on a request for change in zoning of an 8.1-acre site from I-M(1) Industrial with special conditions to PD Planned Development to allow additional uses and a request for approval of a Special Permit for a smoking establishment. The 3,700 square foot lease space is located at 1002 N. Central Expressway, east side of Central Expressway, north of Arapaho Road.

Mr. Shacklett stated there were two parts to the applicant's request: first, change the base zoning on the site from I-M(1) Industrial with special conditions to PD Planned Development with modified development standards; and second, to request approval of a Special Permit for a smoking establishment.

Regarding the first requested change, Mr. Shacklett noted the original zoning permitted the property to be developed as industrial with special conditions allowing specific retail uses (Ordinance 2381), but limited the retail uses to no more than fifty percent of the floor area. He added the requested change in zoning would allow the same uses as those in LR-M(1) and LR-M(2), Local Retail, excluding restaurant, bars and clubs, as well as removing the fifty percent cap for retail uses. In addition, the property owner was looking to establish a minimum of 270 parking spaces for the entire site.

Mr. Shacklett noted the second part of the applicant's request was for a Special Permit for a smoking establishment as per the change to the City's Comprehensive Zoning Ordinances (CZO) in 2011. He added the applicants currently have a smoking establishment in the City, but were looking for a larger space to accommodate their needs as well as an area where alcoholic beverages would be sold and served.

Mr. Shacklett concluded his presentation stating no correspondence in support or opposition had been received.

Commissioner DePuy asked if the Special Permit was going to be tied to the applicant or to the lease space. She also wanted to know if the PD would have any adverse effect on the other tenants in the complex.

Mr. Shacklett replied that the Special Permit would be tied to the lease space, and the PD would allow a broader range of uses but was not removing any of the current uses.

Commissioner Ferrell asked if the Special Permit was tied to the location as opposed to the owner, would there be a possibility it could become another type of smoking establishment in the future. He also wanted to know if the request was approved did it fit with the Comprehensive Plan for the area.

Mr. Shacklett said a vapor bar would not be allowed, but a smoking establishment could include something similar to a hookah bar.

Regarding whether the business would fit in with the Comprehensive Plan, Mr. Shacklett stated the property was on the edge of an area designated as a transit village that would have entertainment, residential, hospitality, and offices uses.

With no other questions for staff, Vice Chair Bright opened the public hearing.

Mrs. Mary Bedosky, 1805 Park Meadow Lane, Richardson, Texas, stated she was the President of their company in addition to her job as a banker, but her husband, who was General Manager, would be making the comments.

Mr. Matt Bedosky, 1805 Park Meadow Lane, Richardson, Texas, stated they leased their existing site at Plano and Arapaho Roads in 2005 and have seen their business grow by meeting customer needs and providing a variety of tobacco products. He added that because of the growth of their business they were cramped for retail space and the new location would allow room to expand their humidor in response to the expanding customer base.

Mr. Bedosky said that in addition to cigars, pipes and tobacco, their customers had been asking about having alcoholic beverages available.

Commissioner Roland asked if the applicant had spoken to any of the adjacent tenants. He also wanted to know what ten percent of the business from the sale of alcoholic beverages amounted to.

Mr. Bedosky replied that he went into the men's store about a month ago to discuss plans to seal the adjacent walls so no smoke travels through the wall.

Regarding the percentage of sale of tobacco versus alcoholic beverages, Mr. Bedosky said that cigars range in price from $3 to $30, and box sales of cigars can range in price from $150 to $400. All of which would be available with a larger selection of products due to the increase in floor size of the new lease space.

Commissioner Ferrell asked if the applicant knew what would happen to the old location once they moved to the new site, and did they operate under a Special Permit at their current location. He also wanted to know why the applicant was requesting to have the Special Permit tied to the location as opposed to having it tied to the applicant.

Mr. Bedosky replied they have been on a month-to-month lease for the past three years, and Mr. Shacklett said the current location was in place prior to the changes in the City's smoking ordinance so a Special Permit was not required.

Regarding the Special Permit being tied to the lease space, Mr. Bedosky said that when they were ready to retire, they wanted to make the business as attractive as possible to future

buyers with superior products, a larger humidor, and ease of transition without having to wait for a permit.

Vice Chair Bright asked if the patio area would be secure for patrons especially in the evening. He also wanted to know what the hours of operation would be for the new store.

Mr. Bedosky said the area was well lit, but did not think the area would be used much because of the noise level from the nearby freeway. He added the hours of operation would be from 10:30 a.m. to 9:00 p.m.

Vice Chair Bright asked if there were restrictions on hours of operation.

Mr. Shacklett replied that as proposed, the business would be prohibited from operating between the hours of 12:00 a.m. and 8:00 a.m.

Mr. Bedosky added that if the Special Permit was granted for the lease space, they would be more than willing to limit the operating hours.

Commissioner Frederick pointed out that the proposed location did not have many parking spots in close proximity and asked if the applicant knew which businesses were east of their location.

Mr. Bedosky said there were currently three spaces, but he understood the owner of the property would be making some changes and those would be reduced to one space and a handicap space.

Mr. Shacklett stated that two of the suites adjoining the area are listed as warehouse/office so he did not think that business would have a high demand for parking.

No other comments in favor or opposed were received and Vice Chair Bright closed the public hearing.

Commissioner DePuy said she was originally concerned about tying the Special Permit to the suite, but after the applicant explained their thought process, she did not have a problem with the request.

Commissioner Maxwell stated he did not think there was enough control over the type of establishments that could use the space should the applicant move from the location. He also wanted to know if there was any way to tie the permit to the applicant.

Mr. Shacklett stated Mr. Maxwell was correct; the definition of a smoking establishment did not distinguish between specific types of smoking establishments. Regarding tying the permit to the applicant, Mr. Shacklett said that the Commission has the authority to do so if desired.

Commissioner Maxwell repeated his concern over tying the permit to the lease space and said he was more in favor of tying the permit to the applicant.

Mr. Chavez suggested the option of limiting the hours of operation because other types of smoking establishments usually stay open much later.

Commissioner Frederick thought Mr. Chavez' suggestion was a good compromise between the Commission's favorable stand on the application and concern with future use of the space.

Commissioner Maxwell again stated he was in favor of limiting the permit to the applicant even though any future buyer may have to come before the Commission to get another Special Permit.

Commissioner Ferrell concurred with Mr. Maxwell and added that although the current cigar business seems to be in vogue, he did not know if that would be the same in the future.

Commissioner Springs also thought it would the best to tie the permit to the applicant.

Vice Chair Bright asked the applicant if he had any comments.

Mr. Bedosky concurred with Mr. Ferrell that there was no way of telling what would happen in the future, and their exit strategy was not based on selling the corporation, but based on selling the inventory, the fixture, and the good will, which was defined by the ease of transitioning the business to the new owner as well as the volume of business.

Mr. Bedosky pointed out that the smoking permit they currently have is tied to the lease space and they are asking to move that to the new location.

Commissioner DePuy asked if the applicant thought there would be a problem with selling the business if the permit was tied to him as opposed to the lease space.

Mr. Bedosky said it would be easier to sell the business with the permit tied to the space as opposed to having the permit tied to him. He added that he did not think another type of smoking establishment, such as a hookah lounge, would be able to purchase the business based on the cost of the humidor and inventory that would range in price from $700,000 to $800,000.

Vice Chair Bright asked about the capacity of the establishment and also wanted to know what the restrictions were for the cigar shop at the Shire.

Mr. Bedosky replied there will be 25 to 26 seats in the lounge.

For the cigar shop in the Shire, Mr. Shacklett stated the business was a legal non-confirming use, the same as the applicant, because the shop was in business prior to the change in the ordinance.

Vice Chair Bright said he thought the request was an appropriate use for the location, but was in favor of possibly restricting the hours as suggested by Mr. Chavez.

Commissioner Springs said he was less concerned after the applicant explained the "buy in" value of the business, and concurred with Mr. Bright's idea of restricting the hours.

Commissioner Roland said his only issue with changing the hours would be on how to deal with special events such as the super bowl and New Year's Eve which tend to go past midnight.

Commissioner DePuy stated that with the expense the applicant will be putting into the business, she did not think someone wanting to open a hookah lounge would be able to afford the space.

Commissioner Springs concurred with Mr. Roland and asked if the applicant would have to get a permit every time there was a special event that would go past the listed hours of operation.

Mr. Shacklett replied that going past the hours of operation as listed in the Special Permit would not be allowed.

Commissioner Maxwell said he still thought the safest thing to do would be to tie the Special Permit to the applicant because the inventory and humidor could be moved to another location, but the Special Permit would stay with the lease space.

**Motion:** Commissioner Frederick made a motion to recommend approval of Zoning File 15-01 as presented; second by Commissioner DePuy. Motion approved 5-2 with Commissioners Ferrell and Maxwell opposed.

# Staff Report

**TO:** City Council

**THROUGH:** Michael Spicer, Director of Development Services *MS*

**FROM:** Sam Chavez, Assistant Director – Development Services *SC*

**DATE**: March 19, 2015

**RE:** **Zoning File 15-01**: Planned Development & Special Permit – Smoking Establishment and Additional Uses – 1002 N. Central Expressway.

## REQUEST:

Approval of a change in zoning from I-M(1) Industrial with special conditions to PD Planned Development with modified development standards and approval of a Special Permit for a smoking establishment.

## APPLICANT / PROPERTY OWNER:

Mary Ryan Bedosky – Calypso Products Inc. / Mark Carley, representing Pacific West Enterprises (Alpay O Allen Trustee, The Alpay Living Trust)

## EXISTING DEVELOPMENT:

The site is developed with six (6) buildings totaling approximately 117,000 square feet. The site is accessed from a driveway on Arapaho Road and three (3) driveways on Central Expressway.

## ADJACENT ROADWAYS:

**US-75:** Freeway/Turnpike; 238,000 vehicles per day on all lanes, northbound and southbound, south of Campbell Road (2013).

**Arapaho Road:** Six-lane, divided arterial; 37,700 vehicles per day on all lanes, eastbound and westbound, east of US-75 (February 2013).

## SURROUNDING LAND USE AND ZONING:

**North:** Industrial and Restaurant; I-M(1) Industrial
**South:** Retail/Commercial; I-M(1) Industrial, LR-M(2) Local Retail, O-M Office & PD Planned Development
**East:** Retail/Commercial; I-M(1) Industrial
**West:** Institutional; O-M Office

## FUTURE LAND USE PLAN:

**Transit Village**

*Mixed or multiple land uses built around small-scale pedestrian blocks located at the City's rail stations. Uses include medium- to high-density residential, retail, entertainment, hospitality and offices.*

**Future Land Uses of Surrounding Area:**

North: Transit Village
South: Enhancement/Redevelopment
East: Transit Village
West: Community Commercial

## EXISTING ZONING:

I-M (1) Industrial with special conditions (Ordinance Number 2381-A). The following Special Permits exist on the subject site:

- Ordinance No. 2541-A – allowed indoor display of motor vehicles in conjunction with an auto leasing office (this use is no longer at the site and auto leasing is not allowed by right, therefore indoor display in conjunction with auto leasing is no longer applicable)
- Ordinance No. 2610-A – allowed additional retail uses of a hobby shop and pet store (these uses would be allowed if the property is rezoned per the subject request)
- Ordinance No. 2647-A – allowed auto rental limited to Suite 571 and limited to Snappy Car Rental (this tenant is no longer at the site and Suite 571 is occupied by a retail user)

As part of the request, these three (3) Special Permits would be removed as part of the rezoning of the property to PD Planned Development.

## INFRASTRUCTURE IMPACTS:

The requested zoning change will not have any significant impacts on the existing utilities in the area.

## APPLICANT'S STATEMENT

(Please refer to the complete Applicant's Statement.)

## STAFF COMMENTS:

**Background:**
The subject property was developed in 1973 with six (6) buildings that contain office, retail, and warehouse space, totaling approximately 117,000 square feet. The following is a summary of the zoning history for the property:

- Zoned I-M(1) Industrial in 1961 (Ordinance No. 198-A).
- Rezoned to I-M(1) Industrial with special conditions in 1972 (Ordinance No. 794-A). Retail uses as specified in Ordinance 794-A were allowed. Up to 20% of the total floor area could be used for those specified retail uses.
- Rezoned to I-M(1) Industrial with special conditions in 1983 (Ordinance No. 2381-A). Same retail uses as specified in Ordinance No. 794-A were allowed, but revised to allow up to 50% of the total floor area to be used for those specified retail uses. Also, concept plan approval was required to allow over 50% of the floor area to be used as retail uses.

The applicant initially contacted staff in 2012 regarding the relocation of their existing cigar and pipe shop (which allows on-site smoking), located at the northeast corner of Arapaho Road and Plano Road. Chapter 10 of the Code of Ordinances (Smoking Ordinance) allows smoking within this type of business, which is defined as a retail tobacco store. A retail tobacco store is a retail store which derives 90% or more of its gross revenue from the sale of tobacco products and accessories.

Although smoking is allowed in this type of business, the Comprehensive Zoning Ordinance (CZO) was revised in December 2011 to create a definition for a "smoking establishment" and require a Special Permit for the use in Local Retail and Commercial Zoning Districts. The use is defined as:

> *"a business establishment that is dedicated, in whole or in part, to the smoking of tobacco or other substances and includes any establishment that allows both: (1) the payment of consideration by a customer to the establishment in exchange for on-site delivery of tobacco, tobacco accessories or similar substances and products to the customer; and (2) the on-site smoking of tobacco or other substances. This definition shall be construed to include establishments known variously as retail tobacco stores, cigar lounges, hookah cafes, tobacco clubs, tobacco bars, and similar establishments, but shall not include an establishment that derives 50 percent or more of its gross revenue on a quarterly basis (i.e., three months) from the sale of alcoholic beverages for on-premises consumption."*

Since the subject property is zoned I-M(1) Industrial, a Special Permit cannot be requested; therefore, the applicant is requesting to change the zoning to PD Planned Development with a condition allowing the use through approval of a Special Permit. Since the applicant is requesting a PD Zoning District, the ownership has decided to request that additional retail uses be allowed along with a minimum required number of parking spaces. These changes allow for a greater mix of future tenants while eliminating changes in the number of required parking spaces when there are use changes.

The applicant's parking study states the property currently includes approximately 50,000 square feet of retail/showroom space (including proposed smoking establishment), comprising 43% of the total floor area. Approximately 82% of the total lease space is currently occupied.

**Request:**
The applicant's request is to rezone the subject site from I-M(1) Industrial to PD Planned Development for the I-M(1) Industrial District with modified development standards that include:

- Allowing LR-M(1) Local Retail and LR-M(2) Local Retail District uses with no cap on the percentage of floor area that can be occupied by retail uses. However, the applicant also requests to prohibit restaurant, bar, and club uses that would require parking at a higher ratio than other retail uses.
- Allowing a smoking establishment with the approval of a Special Permit.
- Establishing a minimum number of parking spaces required for the 8.1-acre site.

The applicant proposes no changes to the building except for enclosing a 96-square foot area on the west side of the building, which would create a 3,796-square foot lease space for the smoking establishment use. An access point to be used for emergency purposes only will be provided at this location.

**Elements Related to the Request:**
Smoking Establishment Special Permit – As stated above, a smoking establishment requires a Special Permit in Local Retail and Commercial Districts. The applicant is requesting to rezone the property to PD Planned Development for two (2) reasons. First, the PD allows the applicant to add smoking establishment as an allowed use with a Special Permit in this specific PD. Second, a PD is the only way the owner can allow both retail and industrial uses in the same District. If the property were rezoned to Local Retail or Commercial with a request for a Special Permit for a smoking establishment, any existing industrial use would become non-conforming.

Additional Proposed Uses – The current zoning for the property is I-M(1) Industrial, but up to 50% of the floor area can be used for the specific retail uses listed in Ordinance No. 2381-A. Along with industrial uses such as warehouse, manufacturing, distribution centers and office, there are retail uses allowed such as book stores, hardware stores, and sporting goods stores. Outdated retail uses such as seed stores and letter/mimeograph shops are also listed as allowed uses in Ordinance No. 2381-A

To provide flexibility in leasing options, the owner has requested, as part of the zoning change request, to allow LR-M(1) Local Retail and LR-M(2) Local Retail uses, excluding bars, restaurants and clubs, with no limitation on the percentage allowed. In addition to the existing allowable retail uses, uses including grocery stores, fine arts studios, martial arts studios, and veterinary offices would now be allowed. ***The LR-M(1) Local Retail and LR-M(2) Local Retail uses are attached for reference.*** The owner has excluded restaurants, bars, and clubs as allowed uses due to their parking demand. The request for a static parking requirement is discussed further below.

Smoking and Alcohol Sales – The applicant is proposing to provide alcoholic beverages for on-premises consumption as part of the smoking establishment. In addition to the retail sales area and humidor, the applicant proposes to provide a small bar/seating area where a customer can purchase a drink and smoke. The applicant does not intend for this to be a significant portion of

their business. In fact, since Chapter 10 of the Code of Ordinances requires a minimum of 90% of the business's sales to be derived from the sale of tobacco and tobacco accessories, no more than 10% of the gross revenue shall be derived from the sale of alcoholic beverages. No food will be served as smoking is prohibited in food establishments. The applicant does not intend to operate the facility like a typical bar, stating they are willing to limit the hours of operation. The applicant intends to operate no later than midnight, and in many cases feels the business would close earlier than midnight.

Minimum Parking Requirements – The owner is requesting that a minimum of 270 parking spaces be required for the site. The site currently provides 274 usable parking spaces; however, there are multiple parking spaces behind the buildings that are striped but are partially impeded with certain features such as gas meters and stairs. These spaces have not been counted in the 274 parking spaces. The approved site plan is consistent with the existing conditions regarding parking on the outside perimeter of the buildings with the exceptions of changes made to accommodate ADA parking spaces and loading area striping; however, it does not show parking in the interior portion of the plan. Overall, there are 229 parking spaces on the outside of the buildings and at least forty-five (45) usable spaces behind the buildings.

In reviewing previous correspondence regarding parking on this site, it appears there have been issues with the fluctuation in the amount of required parking since a variety of uses are allowed which require different parking ratios. Standard City parking ratios vary greatly between retail, office and industrial uses. Ratios can range anywhere from 1 space per 200 square feet to 1 space per 1,000 square feet. The owner conducted a parking analysis of the site and calculated the amount of required parking based on the current tenant mix, including calculations for vacant spaces based on the expected use of said spaces. The current required parking is 256 parking spaces; however, as tenants change, this amount could go up or down.

The owner is requesting to set a minimum of 270 parking spaces as the requirement for the PD, regardless of future changes in tenant mix. This would provide the owner with flexibility in terms of leasing options by allowing the owner to determine if the site will provide adequate parking for each new tenant. The following are the owner's observations of the number of vehicles parked at the site with the dates and times listed below:

- Tuesday, February 24 at 10:00 a.m. – 68 vehicles
- Tuesday, February 24 at 2:15 p.m. – 75 vehicles
- Wednesday, February 25 at 11:15 a.m. – 84 vehicles
- Wednesday, February 25 at 3:15 p.m. – 86 vehicles
- Thursday, February 26 at 10:45 a.m. – 94 vehicles
- Thursday, February 26 at 2:00 p.m. – 82 vehicles

Based on these counts, the owner feels confident that 270 spaces will be enough to meet the needs of the development. The parking analysis shows the current occupancy rate for the development is at 82%. As stated above, there are 274 usable spaces on site, and there is room to stripe additional parking spaces behind the buildings. Staff conducted parking counts on Friday, February 27 at 10 a.m., and staff counted eighty (80) vehicles parked on-site.

Patio – The owner is proposing to utilize an outdoor area on the east side of Suite 589 for a patio area. The patio would be located in a 15-foot wide corridor between Buildings 4 and 5. The applicant has stated the patio would be set up and taken down on a daily basis and would be limited to use after 5 p.m. only. A minimum 5-foot wide walkway would be provided between the patio and Building 4. Smoking on the patio is not allowed within twenty-five (25) feet of exterior doors to other suites; however, there are no exterior doors to other suites within twenty-five (25) feet of the proposed patio location.

**Correspondence:** As of this date, no correspondence has been received.

**Motion:** On March 3, 2015, the City Plan Commission recommended approval of the request as presented on a vote of 5-2 (Commissioners Maxwell and Ferrell opposed) subject to the following conditions:

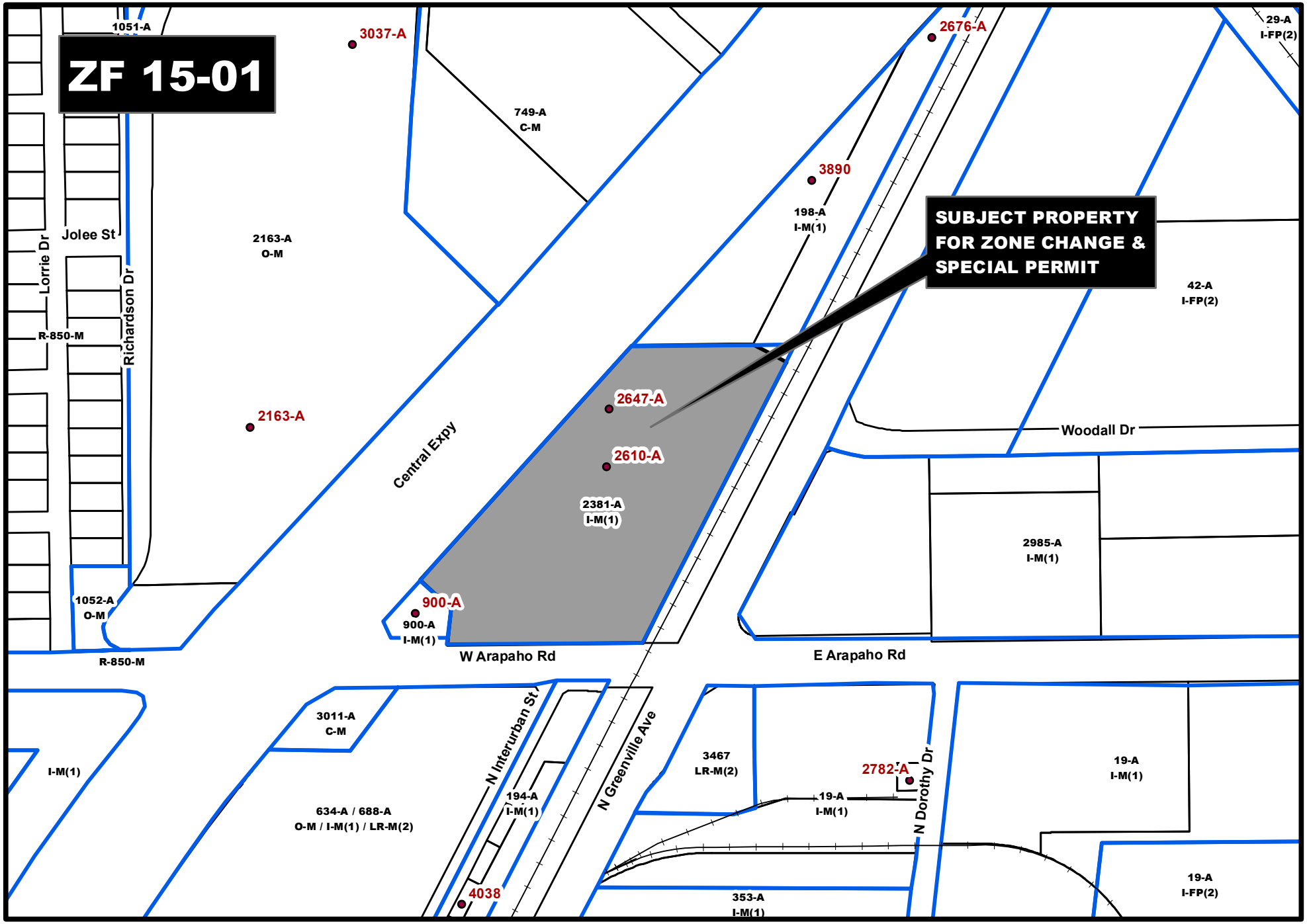
The subject site shall be zoned PD Planned Development for the I-M(1) Industrial District. All uses allowed in the I-M(1) Industrial District and the LR-M(2) Local Retail District, excluding restaurants, bars, and clubs, shall be permitted uses. A smoking establishment shall be permitted upon approval of a Special Permit. The Concept Plan (Exhibit "B") shall govern the limits of the smoking establishment. Future development or redevelopment of the site shall not be restricted by the Concept Plan provided such development is in conformance with the I-M(1) Industrial District regulations and the following special conditions:

1. A Special Permit shall be granted for a smoking establishment, as defined in the Comprehensive Zoning Ordinance including a patio area and shall be limited to the area shown, depicted as Suite 589, on the attached concept plan, marked as Exhibit "B" and made a part thereof. No food or food products shall be sold or served.

2. The smoking establishment shall be allowed to sell alcoholic beverages for on-premises consumption. The sale of alcoholic beverages shall not exceed 10% of the gross revenue of the smoking establishment on a quarterly basis.

3. The smoking establishment shall be prohibited from operating between the hours of 12:00 a.m. and 8:00 a.m.

4. A minimum of 270 parking spaces shall be provided on the property.

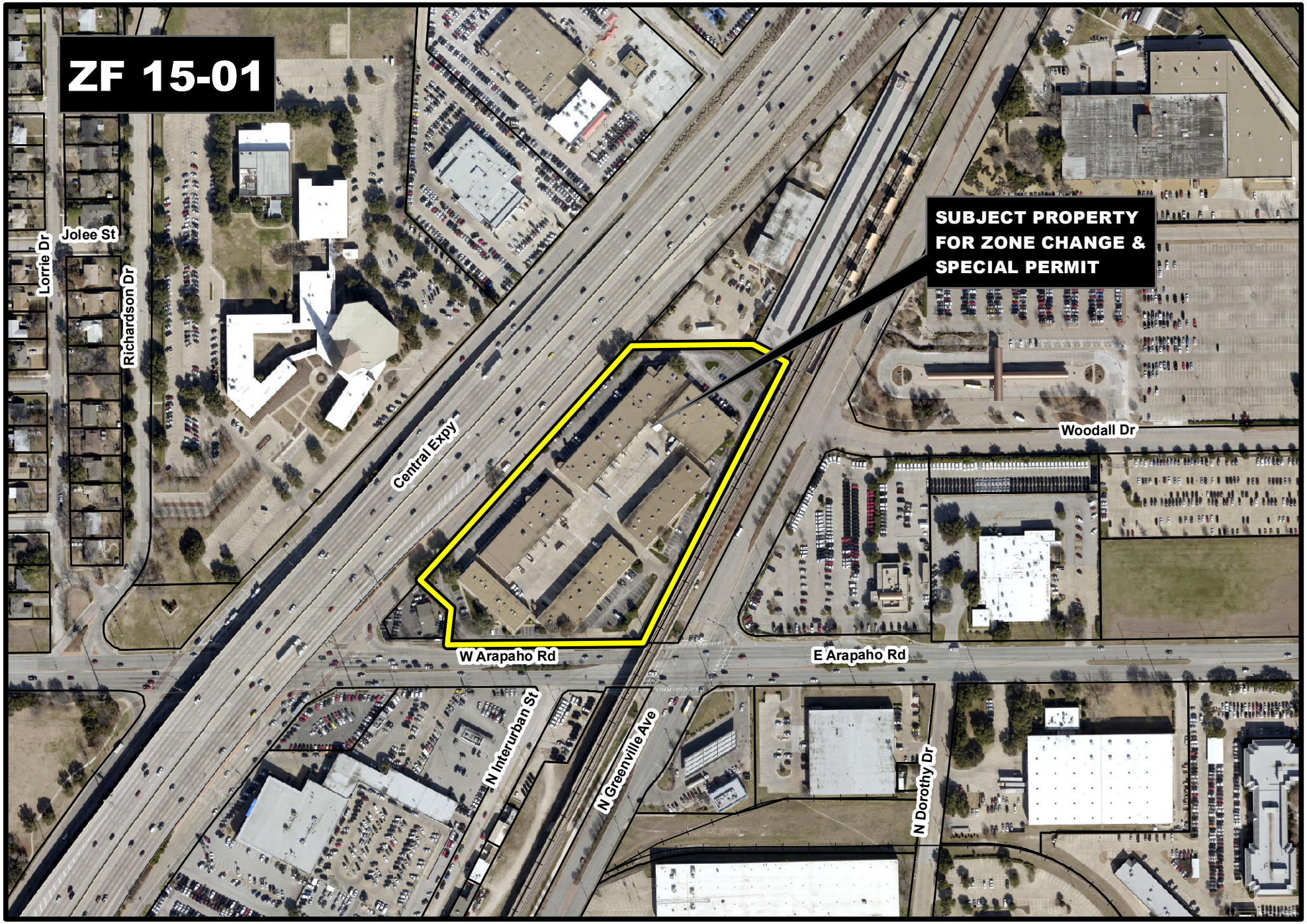



# ZF 15-01 Zoning Map

Updated By: shacklettc, Update Date: February 13, 2015
File: DS\Mapping\Cases\Z\2015\ZF1501\ZF1501 zoning.mxd

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

N W E S

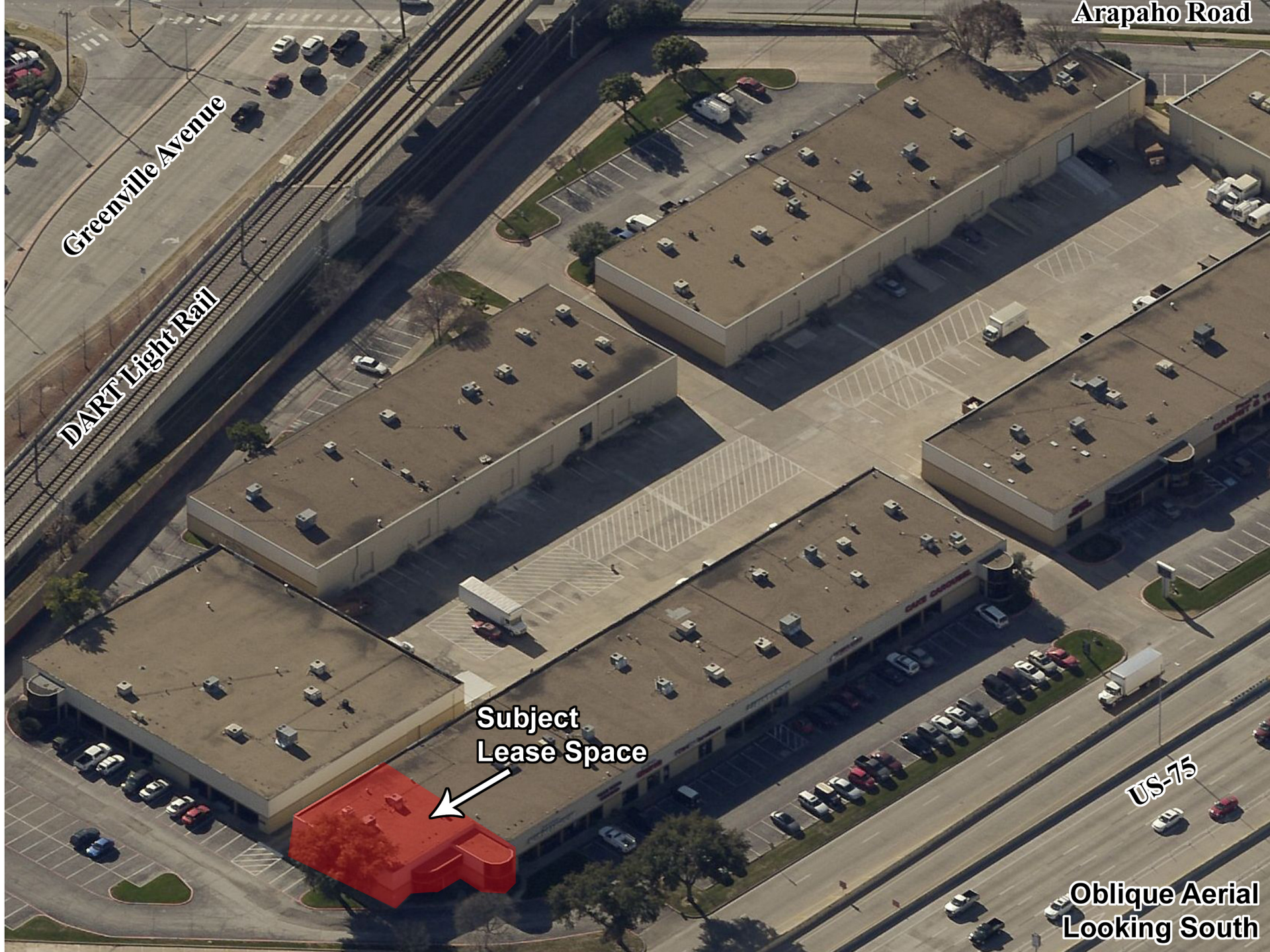



# ZF 15-01 Aerial Map

Updated By: shacklettc, Update Date: February 13, 2015
File: DS\Mapping\Cases\Z\2015\ZF1501\ZF1501 ortho.mxd

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

N W E S


Arapaho Road
Greenville Avenue
DART Light Rail
Subject
Lease Space
US-75
Oblique Aerial
Looking South

LEGAL DESCRIPTION

Being a tract of land situated in the Lemuel Bess Survey, Abstract No. 87, City of Richardson, Dallas County, Texas, and being composed of the Warehouse And Office Complex, an addition to the City of Richardson, as recorded in Volume 70162, Page 153 of the Deed Records of Dallas County, Texas, and that 0.049 acre tract which appears in Correction Deed in Volume 71070, Page 1619, Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a one-half inch iron rod set at the intersection of the north right-of-way line of Arapaho Road (100 foot right-of-way) and the west right-of-way of the T & N O Railroad (50 foot right-of-way);

THENCE, S 89° 41' 00" W, along the said north right-of-way of Arapaho Road, a distance of 462.75 feet to a "+" cut in concrete sidewalk set for corner, same being the southeast corner of a 0.443 acre tract of land described in Volume 83065, Page 2608, Deed Records of Dallas County, Texas;

THENCE, N 07° 00' 00" E, along the east line of said 0.443 acre tract, a distance of 86.84 feet to a one-half inch iron rod set for corner;

THENCE, N 47° 31' 00" W, along the north line of said 0.443 acre tract, a distance of 100.00 feet to a one-half inch iron rod set for corner on the east right-of-way line of Central Expressway (U.S. 75) (300 foot right-of-way);

THENCE, N 42° 29' 00" E, along the east right-of-way line of Central Expressway, a distance of 745.30 feet to a one-half inch iron rod set for corner, same being the southwest corner of a 2.351 acre tract of land described in Volume 90163, Page 3019, Deed Records of Dallas County, Texas;

THENCE, N 89° 47' 00" E, passing the southeast corner of said 2.351 acre tract at a distance of 285.77 feet, same being the southwest corner of Rawley Addition, an addition to the City of Richardson as recorded in Volume 73156, Page 1242, Deed Records of Dallas County, Texas, and with the south line of said Rawley Addition for a total distance of 388.14 feet to a five-eighths inch iron rod found for a corner on the west right-of-way line of said T & N O Railroad;

THENCE, S 27° 30' 00" W, along the said west right-of-way line of the T & N O Railroad, a distance of 791.74 feet to the POINT OF BEGINNING and containing 350,711 feet or 8.051 acres, more or less.

To: Allen Alpay, Southwest Land Title Company for use with GF #T-355219-C, and Berkshire Life Insurance Company:

I hereby certify that on the 2nd day of May, 1994:

a) this survey was made on the ground as per the field notes shown on this survey and correctly shows (i) the boundaries and areas of the subject property and the size, location and type of buildings and improvement thereon (if any) and the distance therefrom to the nearest facing exterior properties lines of the subject property; (ii) the location of the rights-of-way and easements (of which I have knowledge or have been advised, whether or not of record) affecting the subject property; (iii) the location of the parking areas on the subject property showing the number of parking spaces provided thereby; (iv) the abutting dedicated public streets providing access to the subject property together with the width and name thereof;

b) except as shown on the survey, there are no (i) encroachments upon the subject property by improvements on adjacent property, (ii) encroachments on easements or on adjacent property, streets or alleys by any improvements on the subject property, (iii) party walls, or (iv) conflicts or protrusions;

c) ingress to and egress from the subject property is provided by North Central Expressway Service Road and Arapaho Road, the same being paved, dedicated public right(s)-of-way maintained by City of Richardson Texas and/or the Texas Highway Department;

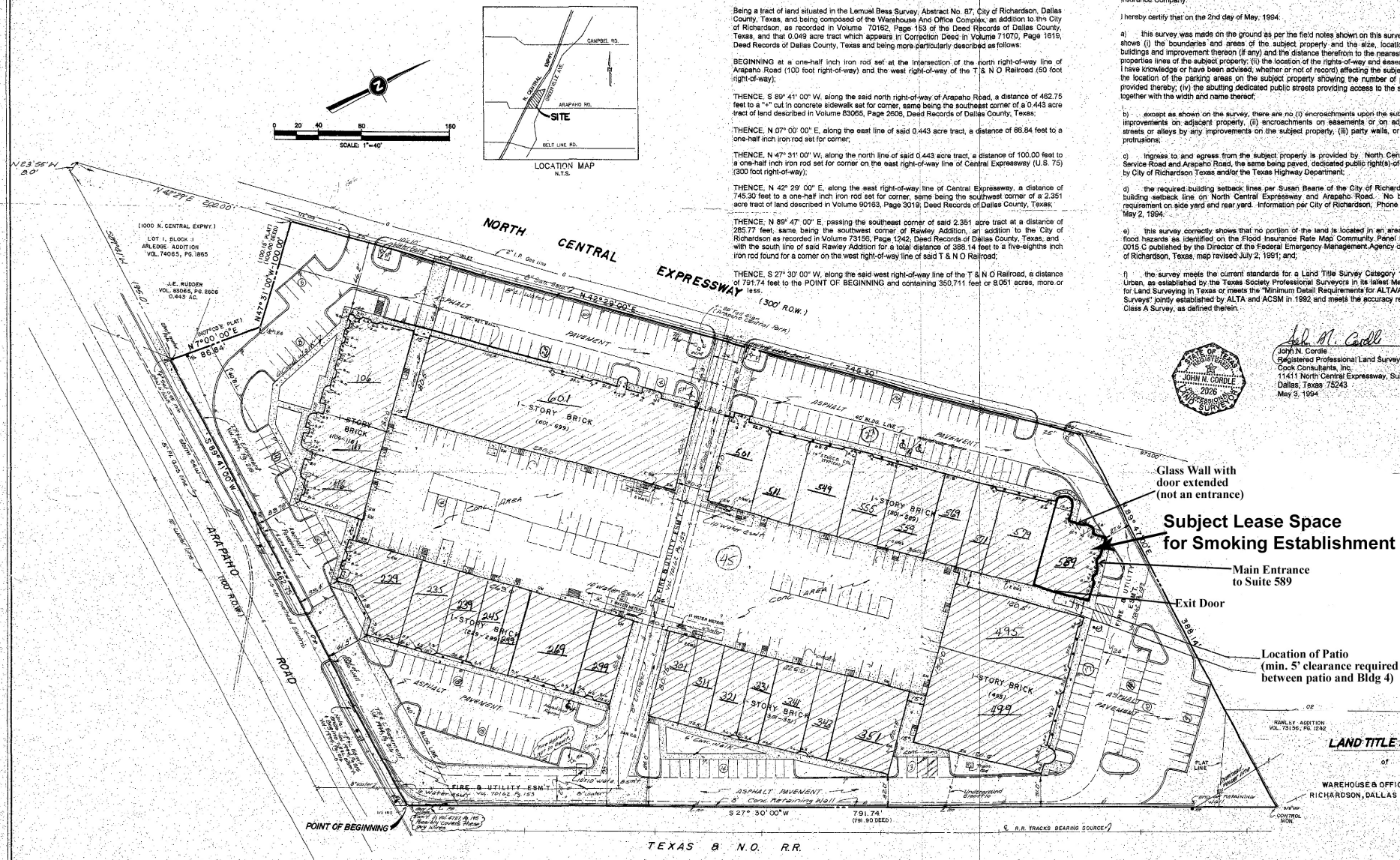
d) the required building setback lines per Susan Beane of the City of Richardson are 40 foot building setback line on North Central Expressway and Arapaho Road. No building setback requirement on side yard and rear yard. Information per City of Richardson, Phone (214) 238-4240, May 2, 1994;

e) this survey correctly shows that no portion of the land is located in an area having special flood hazards as identified on the Flood Insurance Rate Map Community Panel Number 480184 0015 C published by the Director of the Federal Emergency Management Agency on file in the City of Richardson, Texas, map revised July 2, 1991; and;

f) the survey meets the current standards for a Land Title Survey Category 1A, Condition II, Urban, as established by the Texas Society Professional Surveyors in its latest Manual of Practice for Land Surveying in Texas or meets the "Minimum Detail Requirements for ALTA/ACSM Land Title Surveys" jointly established by ALTA and ACSM in 1992 and meets the accuracy requirements of a Class A Survey, as defined therein.

STATE OF TEXAS REGISTERED JOHN N. CORDLE 2026 PROFESSIONAL LAND SURVEYOR

John N. Cordle
Registered Professional Land Surveyor No. 2026
Cook Consultants, Inc.
11411 North Central Expressway, Suite W
Dallas, Texas 75243
May 3, 1994




PARKING SPACES = 274

LEGEND:
GM GAS METER
WM WATER METER
EM ELECTRIC METERS
FH FIRE HYDRANT
CO CLEAN OUT
(#) NUMBER REGULAR PARKING SPACES
(110-280) SUITE NUMBERS

| REV. No. | C.O. | DESCRIPTION | DATE |
|---|---|---|---|
| 1 | CO | Revised Certificate | 5-6-94 |

COOK CONSULTANTS, INC.
CIVIL AND STRUCTURAL ENGINEERING
LAND SURVEYING AND LAND PLANNING
11411 north central expressway • suite w • dallas, texas 75243-5605
(214) 368-1890 fax (214) 368-0981

Job No. 94029-00
by: JDL LW date: 04/22/94
drawn: CDW date: 04/22/94
check: JNC date: 04/26/94
SHT. 1 OF 1

**Exhibit B - Part of Ordinance**

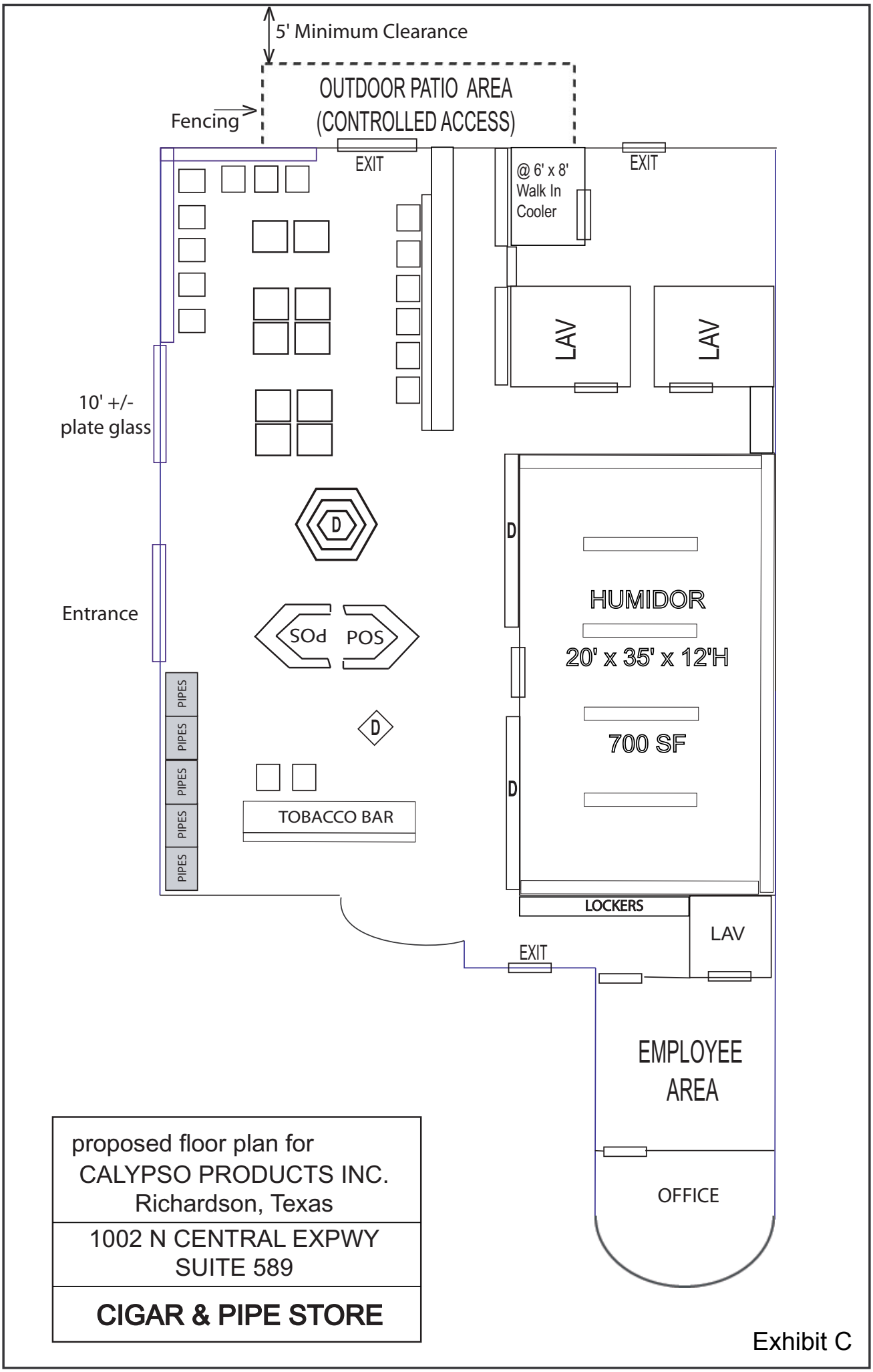

5' Minimum Clearance
OUTDOOR PATIO AREA
(CONTROLLED ACCESS)
Fencing
EXIT
EXIT
@ 6' x 8'
Walk In
Cooler
LAV
LAV
10' +/-
plate glass
D
D
HUMIDOR
20' x 35' x 12'H
700 SF
Entrance
SOd
POS
PIPES
PIPES
PIPES
PIPES
PIPES
D
D
TOBACCO BAR
LOCKERS
LAV
EXIT
EMPLOYEE
AREA
OFFICE
proposed floor plan for
CALYPSO PRODUCTS INC.
Richardson, Texas
1002 N CENTRAL EXPWY
SUITE 589
CIGAR & PIPE STORE

Exhibit C

(1)
Looking South at
North Side of Building
(Main Entrance)

Looking East at
West Side of Building

(3)

Looking South along
Subject Building

(4)

Looking North from
Subject Property at Ten 50 BBQ

Proposed
Patio Area
(5)
Looking South to
Proposed Patio Area

## Explanation and Description of Request

The applicant is requesting a special permit for a Smoking Establishment with on-premise alcohol sales. The Smoking Establishment will be a new location for Calypso Products, Inc. ("Calypso"), a cigar and pipe retail store presently located at 1401 E Arapaho Rd, Suites D & E. The Calypso store has been operated by the applicants, Mary & Matthew Bedosky, since 2005. Over the course of 9+ years, they have increased their clientele and wish to move the existing store & lounge to the proposed 1002 N Central Expressway location.

The property provides the increased space for an expanded walk-in humidor for Calypso's ever-growing cigar selections. Additionally, the proposed location will provide an increase in floor space for retail Pipe, Pipe Tobacco and Cigar Accessory sales. The proposed location will accommodate a walk-in humidor size increase of over 4 times the size of its current humidor and retail space increase of 3 times the size. There is no discernable increase in the cigar lounge, however, additional space in the proposed location will support a bar for on-premise alcohol consumption by our cigar and pipe customers. An outdoor, controlled access patio adjacent to the lounge will be used from time to time for events and fair weather evenings. As a condition of our lease, the patio will be set-up and broken down at times when used and always after 5 pm. There are no exterior doors for other suites within the 25' requirement for outdoor smoking.

The applicants request that the Special Permit for a Smoking Establishment with on-premise alcohol sales be attached to the property, Suite 589, and not the individual applicant. The applicant is willing to add limited hours of operation for the Smoking Establishment "space" in an effort to receive the permitted use approval tied to the space rather than the applicant.

Since existing code does not permit a Smoking Establishment in IM zoned space, the applicant is also requesting a zoning change to the property, from IM to Planned Development ("PD"). The applicant also requests that, in addition to the existing uses allowed under the current IM zoning, any uses allowed in Retail-1 or Retail-2, with the exception of Restaurants and Bars would also be permitted uses under the PD.

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | **APPLICANT'S TENANT/PARKING ROSTER** | | | | | | |
| | | **ARAPAHO CENTRAL PARK TENANT ROSTER (2-19-2015)** | | | | | | |
| Suite | Tenant Name | Total Square Feet | Office | Showroom | Warehouse | Retail | Restaurant/ Club | |
| | | | | | | | | |
| 106 | Vacant | 5,800 | 5,800 | | | | | |
| 111 | THT Mechanical | 2,575 | | | 2,575 | | | |
| 116 | Vacant | 3,075 | 3,075 | | | | | |
| 229 | Moore Security | 4,700 | | | 4,700 | | | |
| 235 | Adobe | 2,500 | | | | 2,500 | | |
| 239 | 32 Degree Tech | 2,520 | 1,512 | | 1,008 | | | |
| 245 | New Start Auto | 2,400 | 1,440 | | 960 | | | |
| 249 | Vacant | 1,200 | 1,200 | | | | | |
| 269 | Equita Financial | 4,120 | | | 4,120 | | | |
| 299 | Vacant | 3,110 | | | 3,110 | | | |
| 301 | Kay Kreisel | 2,000 | | | 2,000 | | | |
| 311 | Kay Kreisel | 2,000 | | | 2,000 | | | |
| 321 | Adobe | 2,000 | | | 2,000 | | | |
| 331 | King Daddy Ice | 1,500 | 750 | | 750 | | | |
| 341 | Kaiser Foodline | 4,500 | | | 4,500 | | | |
| 343 | Eclipse Electronics | 2,000 | | | 2,000 | | | |
| 351 | Vacant | 4,000 | | | 4,000 | | | |
| 495 | CBI Polymer | 8,000 | 1,000 | | 7,000 | | | |
| 499 | CBI Polymer | 10,000 | | | 10,000 | | | |
| 501 | Cake Carousel | 3,170 | | | | 3,170 | | |
| 511 | Beautiful Beginnings | 3,400 | | | | 3,400 | | |
| 549 | Buckner Family Rehab | 3,865 | | | | 3,865 | | |
| 555 | Narrowcast Video | 3,387 | | | | 3,387 | | |
| 559 | 3ES | 3,048 | | | | 3,048 | | |
| 569 | Munoz Signs | 2,600 | | 1,300 | 1,300 | | | |
| 571 | Texas Guitar Shop | 1,500 | | | | 1,500 | | |
| 579 | Mens Gallery | 4,000 | | | | 4,000 | | |
| **589** | **Calypso Cigar Lounge** | **3,796** | | | | **3,796** | | |
| 601 | Peeks Carpet | 20,245 | | 20,245 | | | | |
| | | | | | | | | |
| S.f. Totals | | 117,011 | 14,777 | 21,545 | 52,023 | 28,666 | 0 | 117,011 |
| | | | | | | | | |
| | Parking Requirements | | 59 | 22 | 52 | 123 | 0 | 256 |

# Article XVI-A.
# LR-M(1) Local Retail District Regulations

**Sec. 1. Use regulations.**

In the LR-M(1) Local Retail District, no land shall be used and no building shall be erected for or converted to any use other than:

(1) Antenna, accessory, subject to the supplemental regulations of article XXII-E.

(2) Antique shop.

(3) Art gallery.

(4) Bakery.

(5) Bank or financial institution.

(6) Barber or beauty salon.

(7) Book, card, or stationery store.

(8) Camera and photographic supply shop.

(9) Catering service.

(10) Church.

(11) Clothing or apparel store.

(12) Construction field office.

(13) Convenience store.

(14) Department store.

(15) Drugstore or pharmacy.

(16) Fabric store.

(17) Florist.

(18) Furniture, home furnishings, and appliance store.

(19) Grocery store.

(20) Hardware store.

(21) Jewelry store.

(22) Laundry pick-up station.

(23) Mailing service.

(24) Musical instrument sales and repair.

(25) Office.

(26) Office furniture, equipment, and supply store.

(27) Parking lot, accessory.

(28) Photography or art studio.

(29) Public building.

(30) Repair shop, household items.

(31) Repair shop, personal items.

(32) Restaurant without drive-through or curb service.

(33) School, parochial, when located on the same lot as the church of the sponsoring religious agency.

(34) Sporting goods store.

(35) Tailor shop.

(36) Toy or hobby shop.

(37) Video rental store.

(Ord. No. 289-A, 1-2-63; Ord. No. 989-A, § 1, 12-30-75; Ord. No. 2715-A, § 2, 2-13-89; Ord. No. 2728-A, § 2, 5-22-89; Ord. No. 3172-A, §§ 8, 9, 4-13-98; Ord. No. 3377-A, § 1, 1-14-02)

**Sec. 2. Building regulations.**

*Type of materials.* All buildings shall be of masonry construction. A maximum of 15 percent of the building facade area may be constructed of noncombustible construction other than masonry construction including factory certified installation of commercial grade class PB exterior insulation and finish system (EIFS). Said EIFS materials must be installed above a height of eight feet and in no case shall EIFS be installed, even as a recladding material, below a height of eight feet. In determining the percentage allowance, the total of all sides of the building shall be utilized in the calculation and a maximum of 20 percent of the facade per elevation shall be constructed of noncombustible construction.

(Ord. No. 3172-A, § 2, 4-13-98; Ord. No. 3377-A, § 1, 1-14-02)

**Sec. 3. Height regulations.**

No building or structure shall exceed two stories in height. The first story shall not exceed 25 feet in height. The second story shall not exceed 15 feet in height. Buildings and structures shall be limited to one story not to exceed 25 feet in height when located within 150 feet of a residential, duplex, or apartment zoning district, including street and alley rights-of-way.

(Ord. No. 916-A, § 2, 8-19-74; Ord. No. 3172-A, § 7, 4-13-98; Ord. No. 3377-A, § 1, 1-14-02)

**Sec. 4. Area regulations.**

(a) *Front setback.*

(1) There shall be a front setback having a minimum depth of 40 feet.

(2) On corner lots or where lots have double frontage, running through from one street to another, the required front setback shall be provided on both streets.

(b) *Side setback.* No side setback shall be required except:

(1) On a corner lot, a side setback of 40 feet shall be required on the side adjacent to the street.

# Article XVI-B.
# LR-M(2) Local Retail District Regulations

**Sec. 1. Use regulations.**

In the LR-M(2) Local Retail District, no land shall be used and no building shall be erected for or converted to any use other than:

(1) Any use permitted in the LR-M(1) district.

(2) Antenna, commercial, subject to the supplemental regulations of article XXII-E.

(3) Antenna, freestanding, subject to the supplemental regulations of article XXII-E.

(4) Antenna, mounted, subject to the supplemental regulations of article XXII-E.

(5) Bowling alley.

(6) Fine arts studio.

(7) Health club.

(8) Laundromat, not to exceed 6,000 square feet in area, without pick-up and delivery service.

(9) Laundry or dry cleaning service, not to exceed 6,000 square feet in area, without pick-up and delivery service.

(10) Martial arts school.

(11) Motor vehicle parts and accessory sales, no outdoor storage or display.

(12) Movie theater.

(13) Pet sales and grooming, subject to the supplemental regulations of article XXII-E.

(14) Print shop—minor.

(15) Veterinary office, subject to the supplemental regulations of article XXII-E.

(Ord. No. 289-A, 1-2-63; Ord. No. 874-A, § 1, 9-17-73; Ord. No. 1093-A, § 2, 10-31-77; Ord. No. 2728-A, § 3, 5-22-89; Ord. No. 2872-A, § 1, 2-25-92; Ord. No. 3063-A, § 1, 2-26-96; Ord. No. 3377-A, § 1, 1-14-02; Ord. No. 3598, § 6, 3-26-07; Ord. No. 3715, § 5, 7-14-08)

**Sec. 2. Building regulations.**

*Type of materials.* All buildings shall be of masonry construction. A maximum of 15 percent of the building facade area may be constructed of noncombustible construction other than masonry construction including factory certified installation of commercial grade Class PB Exterior Insulation and Finish System (EIFS). Said EIFS materials must be installed above a height of eight feet and in no case shall EIFS be installed, even as a recladding material, below a height of eight feet. In determining the percentage allowance, the total of all sides of the building shall be utilized in the calculation and a maximum of 20 percent of the facade per elevation shall be constructed of noncombustible construction.

(Ord. No. 3172-A, § 2, 4-13-98; Ord. No. 3377-A, § 1, 1-14-02)

# Notice of Public Hearing

**City Plan Commission ▪ Richardson, Texas**

An application has been received by the City of Richardson for a:

## PLANNED DEVELOPMENT & SPECIAL PERMIT

| | |
|---|---|
| **File No./Name:** | **ZF 15-01 / Smoking Establishment** |
| **Property Owner:** | Mark Carley, representing Pacific West Enterprises (Alpay O Allen Trustee, The Alpay Living Trust) |
| **Applicant:** | Mary Ryan Bedosky / Calypso Products Inc. |
| **Location:** | 1002 N. Central Expressway (See map on reverse side) |
| **Current Zoning:** | I-M(1) Industrial District |
| **Request:** | A request for a change in zoning of an 8.1-acre site from I-M(1) Industrial with special conditions to PD Planned Development to allow additional uses and a request for approval of a Special Permit for a smoking establishment for a 3,700-square foot lease space on a property located at 1002 N. Central Expressway, the east side of Central Expressway, north of Arapaho Road. |

The City Plan Commission will consider this request at a public hearing on:

**TUESDAY, MARCH 3, 2015**
**7:00 p.m.**
**City Council Chambers**
**Richardson City Hall, 411 W. Arapaho Road**
**Richardson, Texas**

*This notice has been sent to all owners of real property within 200 feet of the request; as such ownership appears on the last approved city tax roll.*

**Process for Public Input:** A maximum of 15 minutes will be allocated to the applicant and to those in favor of the request for purposes of addressing the City Plan Commission. A maximum of 15 minutes will also be allocated to those in opposition to the request. Time required to respond to questions by the City Plan Commission is excluded from each 15 minute period.

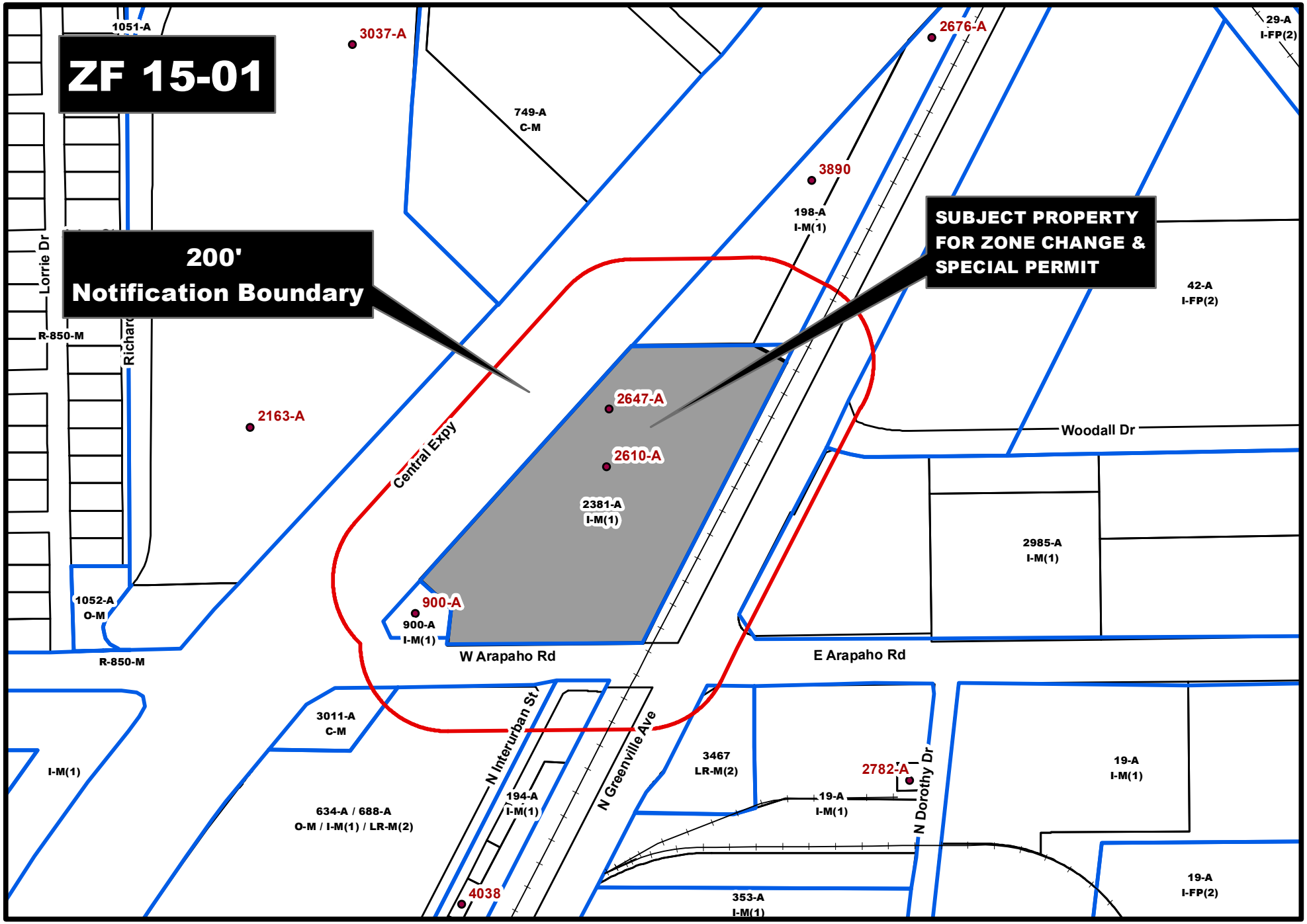
Persons who are unable to attend, but would like their views to be made a part of the public record, may send signed, written comments, referencing the file number above, prior to the date of the hearing to: Dept. of Development Services, PO Box 830309, Richardson, TX 75083.

*The City Plan Commission may recommend approval of the request as presented, recommend approval with additional conditions or recommend denial. Final approval of this application requires action by the City Council.*

**Agenda**: The City Plan Commission agenda for this meeting will be posted on the City of Richardson website the Saturday before the public hearing. For a copy of the agenda, please go to: http://www.cor.net/index.aspx?page=1331.

For additional information, please contact the Dept. of Development Services at 972-744-4240 and reference Zoning File number ZF 15-01.

Date Posted and Mailed: 02/20/2015




# ZF 15-01 Notification Map

Updated By: shacklettc, Update Date: February 13, 2015
File: DS\Mapping\Cases\Z\2015\ZF1501\ZF1501 notification.mxd

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

N
W E
S

DALLAS AREA RAPID
PO BOX 660163
DALLAS, TX 75266-0163

BIG DIAMOND INC
ATTN REAL ESTATE DEPT
PO BOX 690110
SAN ANTONIO, TX 78269-0110

800 N CENTRAL LP
CVT PROPERTY INC
8500 SHAWNEE MISSION PKWY
MISSION, KS 66202-2967

STORAGE TRUST PPTIES LP
DEPT PT TX 28121
PO BOX 25025
GLENDALE, CA 91221-5025

**MARK CARLEY**
**PACIFIC WEST ENTERPRISES**
**PO BOX 830761**
**RICHARDSON, TX 75083-0761**

ARAGREEN PROPERTIES
ATTN CECIL VAN TUYL
PO BOX 795
MISSION, KS 66201-0795

DART DART
PO BOX 660163
DALLAS, TX 75266-0163

ARAGREEN PROPERTIES
800 N CENTRAL EXPY
RICHARDSON, TX 75080-5204

TRIANGLE 75 LTD
8350 N CENTRAL EXPY STE 1300
DALLAS, TX 75206-1620

GREENWAY ARAPAHO
2808 FAIRMOUNT ST STE 100
DALLAS, TX 75201-7622

800 N CENTRAL LP
CVT PROPERTY
8500 SHAWNEE MISSION PKWY
MISSION, KS 66202-2967

ALPAY O ALLEN TRUSTEE THE ALPAY
LIVING TRUST
PO BOX 830761
RICHARDSON, TX 75083-0761

**MARY RYAN BEDOSKY**
**CALYPSO PRODUCTS INC.**
**1401 E ARAPAHO RD, STE E**
**RICHARDSON, TX 75081**

**ZF15-01**
Notification List

ORDINANCE NO. 2381-A

AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF RICHARDSON, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE FOLLOWING DESCRIBED TRACT OF LAND FROM I-M(1) WITH SPECIAL CONDITIONS TO I-M(1) WITH DIFFERENT SPECIAL CONDITIONS, TO-WIT: BEING A TRACT OF LAND SITUATED IN ABSTRACT 87, AND ALSO BEING PART OF TRACT 5, IN THE CITY OF RICHARDSON, COUNTY OF DALLAS, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST R.O.W. OF CENTRAL EXPRESSWAY (300 FT. R.O.W.) AND BEING NORTH 42°29'00" EAST, A DISTANCE OF 200.30 FT. FROM THE NORTHEAST CORNER OF INTERSECTION OF CENTRAL EXPRESSWAY (300 FT. R.O.W.) AND ARAPAHO ROAD (100 FT. R.O.W.); THENCE NORTH 42° 29' 00" EAST ALONG THE EAST R.O.W. LINE OF CENTRAL EXPRESSWAY (300 FT. R.O.W.) A DISTANCE OF 745.30 FT. TO A POINT FOR A CORNER; THENCE NORTH 89° 47'00" EAST, A DISTANCE OF 286.5 FT. TO A POINT FOR A CORNER; THENCE SOUTH 61° 50' 00" E A DISTANCE OF 90.0 FT. TO A POINT IN THE WEST R.O.W. OF THE T.& N.O. RAILROAD (100 FT. R.O.W.) FOR A CORNER; THENCE SOUTH 27° 30' 00" WEST, ALONG THE WEST R.O.W. OF THE T. & N.O. RAILROAD (100 FT. R.O.W.) A DISTANCE OF 743.57 FT. TO A POINT IN THE NORTH R.O.W. OF ARAPAHO ROAD (100 FT. R.O.W.) FOR A CORNER; THENCE SOUTH 89° 41' 60" WEST, CONTINUING ALONG THE NORTH R.O.W. OF ARAPAHO ROAD (100 FT. R.O.W.) A DISTANCE OF 462.75 FT. TO A POINT FOR A CORNER; THENCE NORTH 7° 03' 00" EAST A DISTANCE OF 86.85 FT. TO A POINT FOR A CORNER; THENCE NORTH 47° 37' 00" WEST, A DISTANCE OF 100.15 FT. TO A POINT OF BEGINNING AND CONTAINING 348,647 SQ. FT. OR 8.004 ACRES OF LAND, MORE OR LESS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF ONE THOUSAND DOLLARS ($1,000.00) FOR EACH OFFENSE; AND DECLARING AN EMERGENCY.

WHEREAS, the City Planning 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 the 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, and in the exercise of its legislative discretion, have concluded that the Comprehensive Zoning Ordinance should be amended; now, therefore,

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

(a) Retail uses compatible to industrial use shall be permitted as listed below:

1. Book or stationery store
2. Caterer and wedding service
3. Florist
4. Hardware, sporting goods, paints, wallpaper, clothing
5. Business offices
6. Seamstress, dressmaker or tailor
7. Exterminating company
8. Film developing and printing
9. Fix-it shops, bicycle repairs, saw filing, lawn mower sharpening, but without outside storage
10. Furniture repairs and upholstering, where all storage and display is within the building
11. Office furniture, furnishing and appliances
12. Letter and mimeograph shop
13. Plumbing shop
14. Shop for custom work
15. Rug cleaning shop
16. Seed store
17. Bakeries
18. Laundries
19. Newspaper and job printing shops
20. Equipment rental

(b) The above uses are to be limited to 50% of the total floor area. LR-M(1) Local Retail District regulations

shall apply to the above uses with the exception that building or structure heights shall be the same as I-M(1) Industrial District.

(c) Prior to being allowed to increase the above uses to 50% of the total floor area, a conceptual plan must be approved by the City Council of modifications to be made to the buildings located on the site.

SECTION 3. 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 ordinances of the City of Richardson not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. 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 5. 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 confiction shall be punished by a fine not to exceed the sum of One Thousand Dollars ($1,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 6. Whereas, it appears that the above described property requires that it be given the above zoning classification in order to permit its proper development, and in order to protect the public interest, comfort and general welfare of the City of Richardson, and creates an urgency and an emergency in the preservation of the public health, safety and welfare, and requires that this ordinance shall take effect immediately from and after its passage, and the publication of the caption of said ordinance, as the law in such case provides.

DULY PASSED by the City Council of the City of

SECTION 1. That the Comprehensive Zoning Ordinance of the City of Richardson, Texas, duly passed by the governing body of the City of Richardson on the 5th day of June, 1956, as heretofore amended, be, and the same is hereby amended by amending the Zoning Map of the City of Richardson so as to give the following described tract of land I-M(1) District Classification with different special conditions, to-wit:

BEING a tract of land situated in Abstract 87, and also being part of tract 5, in the City of Richardson, County of Dallas, Texas, and being more particularly described as follows:

BEGINNING at a point in the East R.O.W. of Central Expressway (300 ft. R.O.W.) and being North 42° 29' 00" East, a distance of 200.30 ft. from the Northeast corner of intersection of Central Expressway (300 ft. R.O.W.) and Arapaho Road (100 ft. R.O.W.);

THENCE North 42° 29' 00" East along the East R.O.W. line of Central Expressway (300 ft. R.O.W.) a distance of 745.30 ft. to a point for a corner;

THENCE North 89° 47' 00" East, a distance of 286.5 ft. to a point for a corner;

THENCE South 61° 50' 00" E a distance of 90.0 ft. to a point in the West R.O.W. of the T. & N.O. Railroad (100 ft. R.O.W.) for a corner;

THENCE South 27° 30' 00" West, along the west R.O.W. of the T. & N.O. Railroad (100 ft. R.O.W.) a distance of 743.57 ft. to a point in the North R.O.W. of Arapaho Road (100 ft. R.O.W.) for a corner;

THENCE South 89° 41' 60" West, continuing along the North R.O.W. of Arapaho Road (100 ft. R. O.W.) a distance of 462.75 ft. to a point for a corner;

THENCE North 7° 03' 00" East a distance of 86.85 ft. to a point for a corner:

THENCE North 47° 37' 00" West, a distance of 100.15 ft. to a POINT OF BEGINNING and CONTAINING 348,647 sq. ft. or 8.004 acres of land, more or less.

SECTION 2. That the above zoning classification is hereby granted subject to the following special conditions:

Richardson, Texas, on the 31 day of October, 1983.

APPROVED:

Martha E. Ritter
MAYOR

DULY RECORDED:

Virginia Gruber
CITY SECRETARY

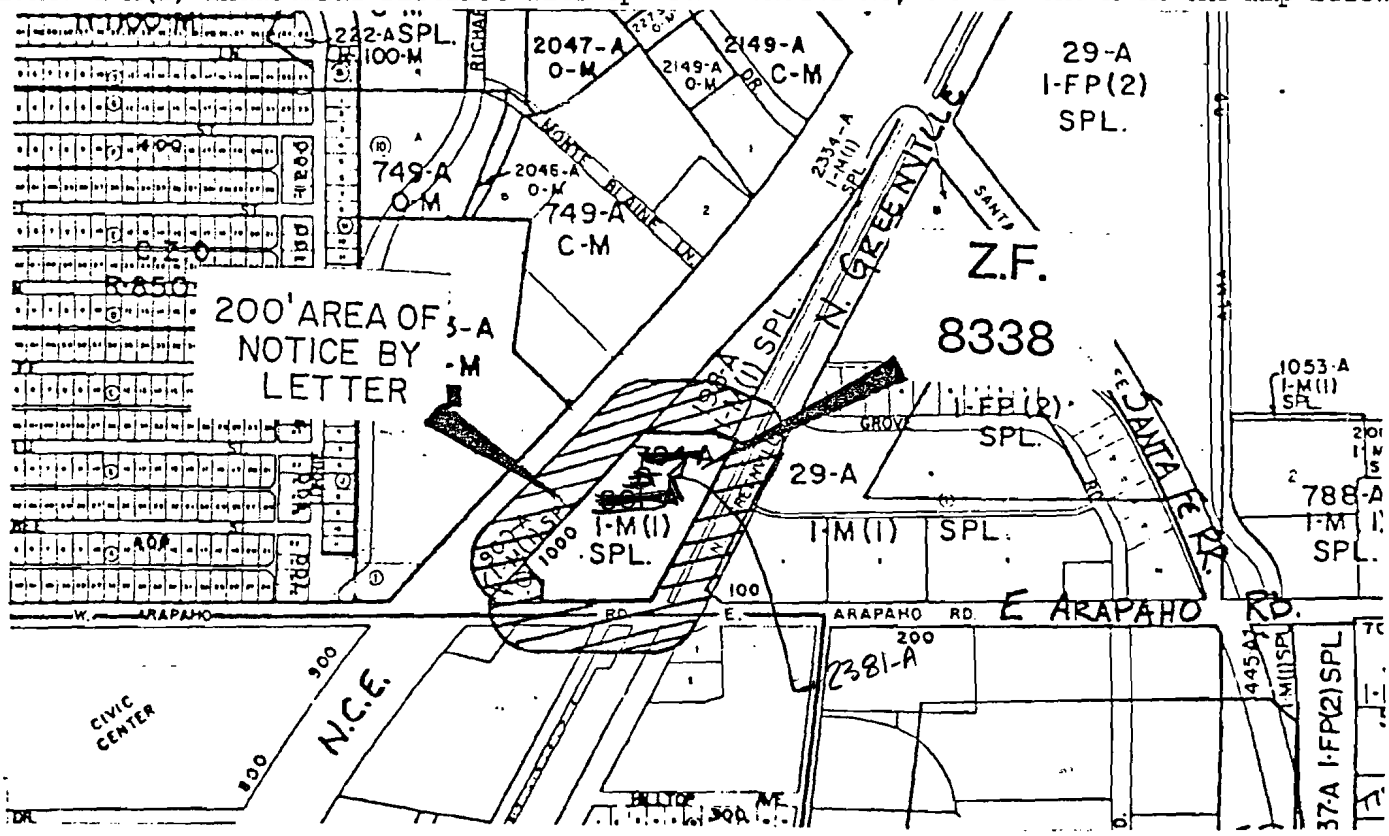
APPROVED AS TO FORM:

H Louis Nichols
CITY ATTORNEY

Zoning File 8338 September 21, 1983

NOTICE OF PUBLIC HEARING

The City Council will hold a public hearing at 7:30 p. m., October 17, 1983, at the City Hall, 411 W. Arapaho Road, Richardson, Texas, to consider a request by Pacific-West Enterprises for revised special conditions on approximately 8 acres located just north of the northeast corner of Central Expressway and Arapaho Road. The site is currently zoned I-M(1) Industrial District with special conditions, and is shown on the map below.




The public hearing will be held on the issue of a change in special conditions. The City Plan Commission recommends approval. A maximum time limit of 20 minutes will be allocated to the applicant and those favoring the issue of the public hearing. The applicant may reserve any portion of the allotted 20 minutes for closing remarks following the opposition. A maximum of 20 minutes will also be allocated to those in opposition to the issue of the public hearing. Time required to respond to questions by the City Council is excluded from the 20 minute limitation.

As an interested property owner, it is important that you attend this hearing or notify the Council of your feelings in this matter. If you wish your opinion to be part of the record and you are unable to attend the hearing, you may send a written reply prior to the date of the public hearing to the City Secretary, P. O. Box 309, Richardson, Texas 75080.

THE CITY OF RICHARDSON

Virginia Gruben

Mrs. Virginia Gruben
City Secretary

2381

# MEMO

**DATE:** **March 19, 2015**

**TO:** **Honorable Mayor and City Council**

**FROM:** **Michael Spicer, Director of Development Services** *MS*

**SUBJECT:** **Zoning File 15-02 – Special Permit – Event/Community Center – 999 E. Arapaho Road**

---

## REQUEST

Charlie W. Chen, representing C&P TMS LP., is requesting to revoke Ordinance No. 4057, a Special Permit for an event/community center conditionally granted to and restricted to the operation by Mohammed Sadiul Moin, and approval of a new Special Permit for an event/community center.

## BACKGROUND

The subject property was developed in 1979. In July 2014, a Special Permit was approved for an event/community center, which was limited to the applicant at that time, Mohammed Sadiul Moin. The owner could not complete the lease with the applicant, but desires to operate the event/community center on his own.

The owner would utilize the same lease space as previously approved. Typical events would include meetings, trainings, presentations, receptions, celebrations as well as allowing the use of the space for gatherings of various organizations and associations. There are kitchen facilities in the space which include a refrigerator and microwave; however, food would be catered in or brought in by individual parties, not prepared on site. Although a variety of events could be conducted in an event center, the applicant will be limited to the types of gatherings that can take place based on Building Code occupancy classifications. For example, events for 100 or more guests that include food and beverage service may not be allowed because the lease space is not currently outfitted with a fire suppression sprinkler system.

The owner has stated that a minimum of one-hundred (100) parking spaces would be provided for the use, which is the same number of spaces required for the existing Special Permit. He also states that events would end by 1:00 a.m. which is the same hours of operation restriction as previously approved.

No public input was received at the Commission's March 3, 2015, public hearing.

## PLAN COMMISSION RECOMMENDATION

The City Plan Commission, by a vote of 7-0, recommends approval of the request as presented subject to the attached special conditions.

## ATTACHMENTS

Special Conditions
CC Public Hearing Notice
City Plan Commission Minutes 03-03-2015
Staff Report
Zoning Map
Aerial Map
Oblique Aerial Looking North
Zoning Exhibit (Exhibit "B")
Floor Plan (Exhibit "C")
Site Photos
Applicant's Statement
Notice of Public Hearing
Notification List

**ZF 15-02 Special Conditions**

1. A Special Permit shall be granted to allow an event center/community center which shall be limited to the area shown on the attached concept plan, marked as Exhibit "B" and made a part thereof.

2. A minimum of 100 parking spaces shall be provided for the event/community center.

3. The event center/community center shall be prohibited from operating between the hours of 1:00 a.m. and 8:00 a.m.

**Attn. Lynda Black**
**Publication for Dallas Morning News – Legals**
**Submitted on: March 4, 2015**
**Submitted by: City Secretary, City of Richardson**

**Please publish as listed below or in attachment and provide a publication affidavit to:**

**City Secretary's Office**
**P.O. Box 830309**
**Richardson, TX 75083-0309**

**FOR PUBLICATION ON: March 6, 2015**

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**City of Richardson**
**Public Hearing Notice**

The Richardson City Council will conduct a public hearing at 7:00 p.m. on Monday, March 23, 2015, in the Council Chambers, Richardson Civic Center/City Hall, 411 W. Arapaho Road, to consider the following requests.

**ZF 15-01**

A request by Mary Ryan Bedosky, representing Calypso Products Inc., for a change in zoning of an 8.1-acre site from I-M(1) Industrial with special conditions to PD Planned Development to allow additional uses and a request for approval of a Special Permit for a smoking establishment for a 3,700-square foot lease space on a property at 1002 N. Central Expressway (east side of Central Expressway, north of Arapaho Road). The property is currently zoned I-M(1) Industrial.

**ZF 15-02**

A request by Charlie W. Chen, representing C&P TMS Group, LP, to revoke Ordinance 4057, a Special Permit for an event/community center conditionally granted to and restricted to Mohammed Sadiul Moin, and approval of a Special Permit for an approximate 4,500-square foot event/community center to be located at 999 E. Arapaho Road (north side of Arapaho Road, between Executive Drive and International Parkway). The property is currently zoned I-M(1) Industrial.

If you wish your opinion to be part of the record but are unable to attend, send a written reply prior to the hearing date to City Council, City of Richardson, P.O. Box 830309, Richardson, Texas 75083.

**The City of Richardson**
**/s/ Aimee Nemer, City Secretary**

# EXCERPT
# CITY OF RICHARDSON
# CITY PLAN COMMISSION MINUTES –MARCH 3, 2015

## PUBLIC HEARING

**Zoning File 15-02 – Event Center:** Consider and take necessary action on a request for revocation of Ordinance 4057 and approval of a Special Permit for an approximately 4,500 square foot event/community center to be located at 999 E. Arapaho Road, north side of Arapaho Road between Executive Drive and International Parkway. The property is currently zoned I-M(1) Industrial.

Mr. Shacklett advised the applicant was requesting to revoke the previous Special Permit because it was tied to the previous applicant and approval of a similar Special Permit tied to his business. He added that because a special event/community center was an unlisted use in the Comprehensive Zoning Ordinance (CZO), the request would require a Special Permit.

Mr. Shacklett noted the property is located on the north side of Arapaho Road west of International Parkway and is a 34,000 square foot office/warehouse flex building. He stated the same required parking spaces and hours of operation approved in the previous ordinance were being requested in current application.

With no questions for staff, Vice Chair Bright opened the public hearing.

Mr. David Hensen, leasing agent, 7405 Green Valley Lane, Frisco, Texas, stated he was available for questions.

No questions were asked and no further comments were received in favor or opposed and Vice Chair Bright closed the public hearing.

**Motion:** Commissioner Roland made a motion to recommend approval of Zoning File 15-02 as presented; second by Commissioner Maxwell. Motion approved 7-0.

# Staff Report

**TO:** City Council

**THROUGH:** Michael Spicer, Director of Development Services *MS*

**FROM:** Sam Chavez, Assistant Director – Development Services *SC*

**DATE**: March 19, 2015

**RE:** **Zoning File 15-02**: Special Permit – Event/Community Center

## REQUEST:

Revoke Ordinance 4057, a Special Permit for an event/community center conditionally granted to and restricted to the operation by Mohammed Sadiul Moin, and request for approval of a new Special Permit for an event/community center at 999 E. Arapaho Road, Suite 300.

## APPLICANT & PROPERTY OWNER:

Charlie W. Chen – C&P TMS LP

## EXISTING DEVELOPMENT:

The site is currently developed as a 34,585-square foot office building. The applicant proposes to utilize approximately 4,500 square feet in the center of the building for an event/community center.

## ADJACENT ROADWAYS:

**Arapaho Road:** Six-lane, divided arterial; 29,500 vehicles per day on all lanes, eastbound and westbound, east of International Parkway (February 2013).

**International Parkway:** Two-lane, undivided local street; no traffic counts available.

## SURROUNDING LAND USE AND ZONING:

**North:** Industrial; I-M(1) Industrial
**South:** Industrial; I-M(1) Industrial
**East:** Industrial; I-M(1) Industrial
**West:** Industrial; I-M(1) Industrial

## FUTURE LAND USE PLAN:

**Enhancement/Redevelopment**

*These are areas where reinvestment and redevelopment is encouraged. Further study may be necessary to understand the full potential for redevelopment. This property is located in the East Arapaho/Collins enhancement/redevelopment area. This area has been challenged in recent years by evolving markets, technology, and user requirements. Redevelopment, enhancement, and building format changes should be considered. Mid-rise office uses are appropriate throughout the area and mixed-use buildings with ground-floor retail could be appropriate at key locations, including adjacent to the Arapaho Center rail transit stations.*

**Future Land Uses of Surrounding Area:**

North: Enhancement/Redevelopment
South: Enhancement/Redevelopment
East: Enhancement/Redevelopment
West: Enhancement/Redevelopment

## EXISTING ZONING:

I-M(1) Industrial per Ordinance Number 788-A.

## TRAFFIC/ INFRASTRUCTURE IMPACTS:

The requested Special Permit will not have any significant impacts on the surrounding roadway system or the existing utilities in the area.

## APPLICANT'S STATEMENT

(Please refer to the complete Applicant's Statement.)

## STAFF COMMENTS:

**Background:**
The subject property was developed in 1979. In 2004, two (2) vestibule areas at the front of the building were enclosed. The building primarily contains office uses. In July 2014, a Special Permit was approved for an event/community center, which was limited to the applicant at that time, Mohammed Sadiul Moin.

The owner recently contacted the City stating he was not able to complete the lease with the previous applicant. He intends to utilize the space for the same use, and staff informed him a new Special Permit was required since it was limited to the previous applicant.

**Request:**
The applicant is requesting to utilize the subject lease space (previously an office space) for an event center/community center. Since the use is unlisted in the Comprehensive Zoning Ordinance, it may be allowed only through the approval of a Special Permit. He proposes to host

events including, but not limited to, meetings, trainings, presentations, receptions, celebrations, as well as allowing use of the space for gatherings of various organizations and associations. The applicant states most events would be held after regular business hours and on weekends, and events would end by 1:00 a.m. at the latest. The kitchen facilities on the premises are limited to a refrigerator and microwave, and food would be catered in or brought in by the individual parties using the space, not cooked on site. No changes to the exterior of the building or the site are proposed.

Although there are a variety of events that could be conducted in an event center, events will be limited to the types of gatherings that can be held based on Building Code occupancy classifications. Events where food and beverages are consumed may be classified as an A-2 occupancy (A-2 requires sprinklers for occupancy in excess of 99), and would not be allowed in the lease space in its current state.

Since the use is unlisted, there is no specific parking requirement for this type of use. The applicant has stated the site provides adequate parking for the use, especially since it will be holding most events after normal business hours when the other tenants will not be open for business. The zoning exhibit (Exhibit "B"), which is the same zoning exhibit that was approved with the Special Permit granted in 2014, shows that if the remainder of the building were parked for office uses, there would be an additional 120 parking spaces left over for the proposed use. That would provide parking at a ratio of 1 space per 38 square feet for the use.

In 2012, a Special Permit was approved for Noah's Event Center (located at the northeast corner of Greenville and Glenville). The approved parking ratio for that event center was 1 space per 100 square feet. The applicant also owns a property to the north on which additional parking can be provided if necessary (see attached aerial for location of additional property).

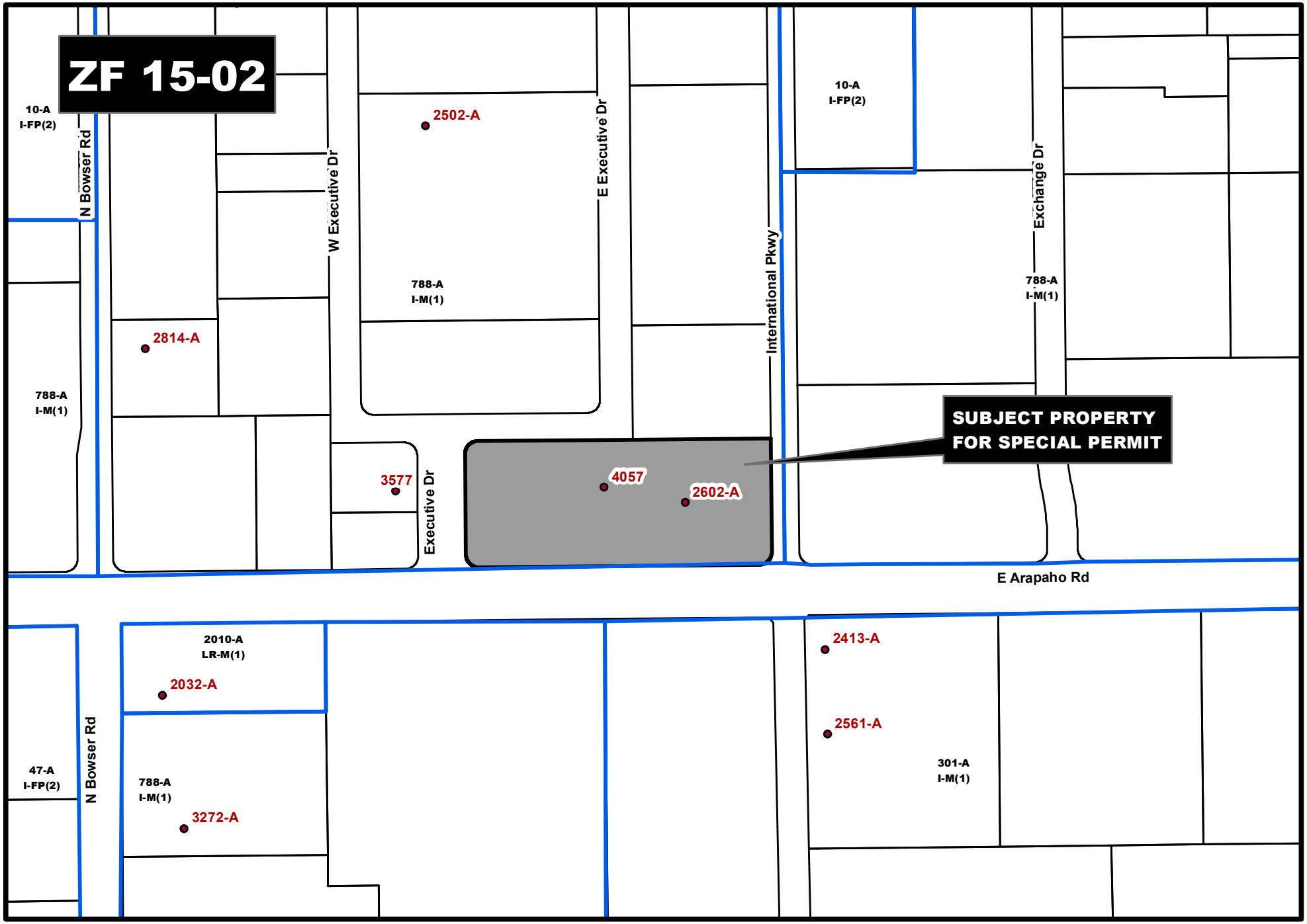
**Correspondence:** As of this date, no correspondence has been received.

**Motion:** On March 3, 2015, the City Plan Commission recommended approval of the request as presented on a vote of 7-0 subject to the following conditions:

1. A Special Permit shall be granted to allow an event center/community center which shall be limited to the area shown on the attached concept plan, marked as Exhibit "B" and made a part thereof.

2. A minimum of 100 parking spaces shall be provided for the event/community center.

3. The event center/community center shall be prohibited from operating between the hours of 1:00 a.m. and 8:00 a.m.

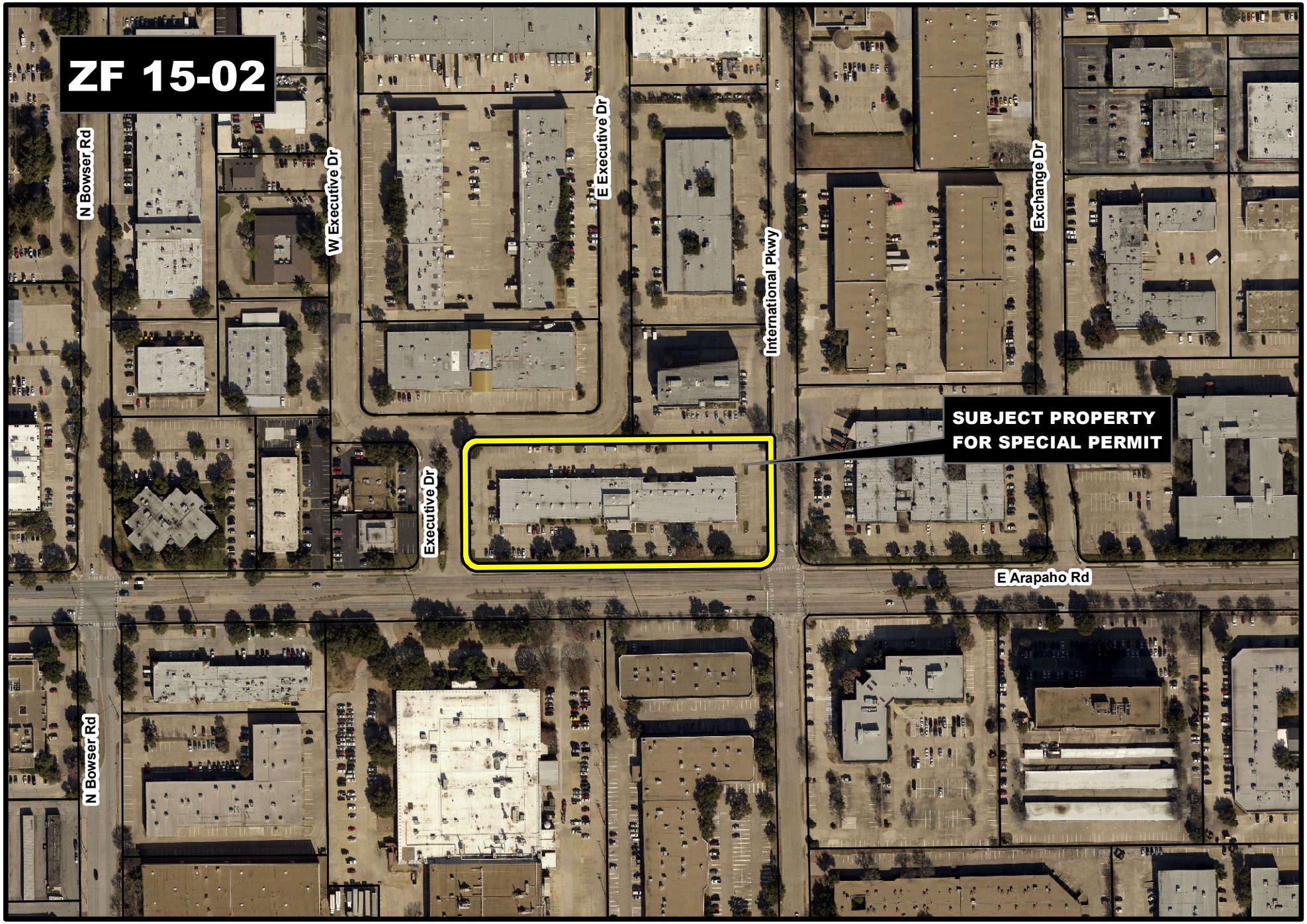



# ZF 15-02 Zoning Map

Updated By: shacklettc, Update Date: February 16, 2015
File: DS\Mapping\Cases\Z\2015\ZF1502\ZF1502 zoning.mxd

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

N
W E
S




# ZF 15-02 Aerial Map

Updated By: shacklettc, Update Date: February 16, 2015
File: DS\Mapping\Cases\Z\2015\ZF1502\ZF1502 ortho.mxd

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

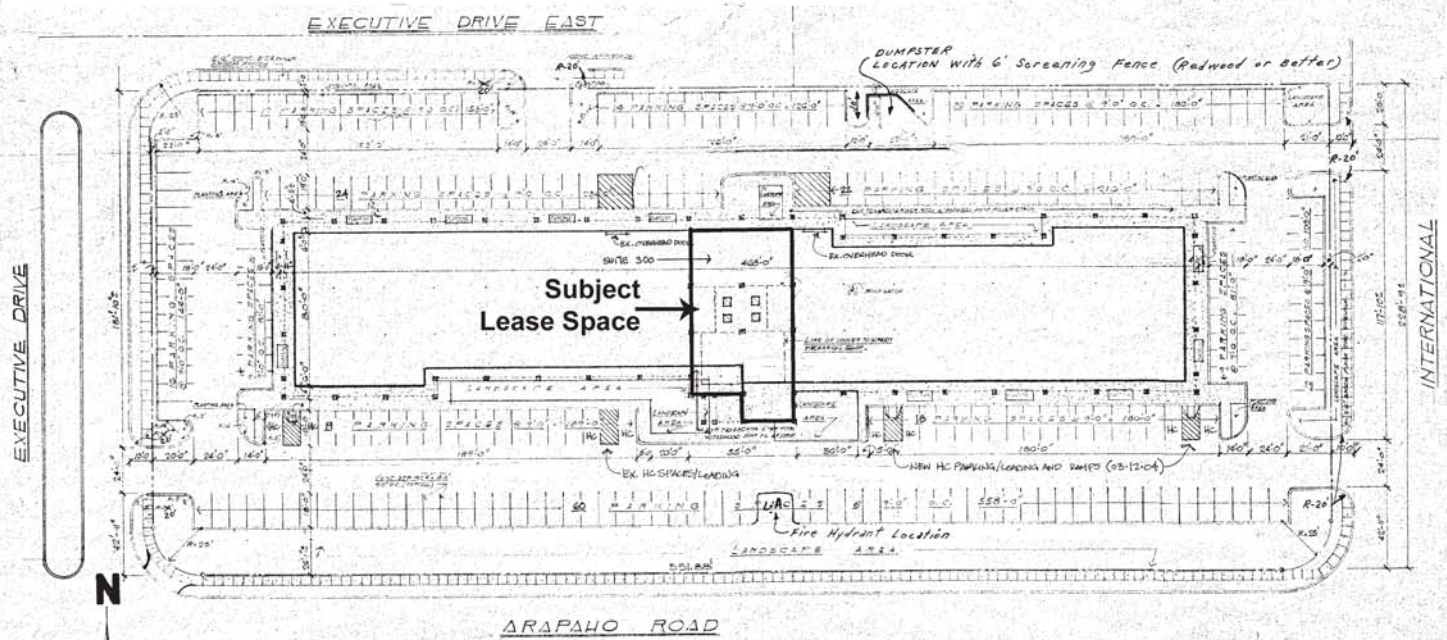
N
W E
S

Additional
Parking Area
Executive Drive East
International Parkway
Arapaho Road
Oblique Aerial
Looking North

PROJECT DATA

| | | |
|---|---|---|
| BUILDING AREA | 34,585 SQ. FT. | 30,100 S.F. - OFFICE; 4,485 S.F. - EVENT/COMMUNITY CENTER |
| LAND AREA | 149,162 SQ. FT | |
| PARKING PROVIDED | 240 CARS | |
| PARKING REQUIRED | 120 (AS OFFICE) | |
| EXCESS PARKING | 120 TO BE USED FOR COMMUNITY CENTER | |

1/38 RATIO




SITE PLAN
SCALE 1" = 30'-0"

EXISTING ZONING I-M(1)

PROPOSED ZONING I-M(1) W/SPECIAL PERMIT FOR A COMMUNITY CENTER

**Exhibit B - Part of Ordinance**

| mk | revisions | date | mk | revisions | date |
|---|---|---|---|---|---|

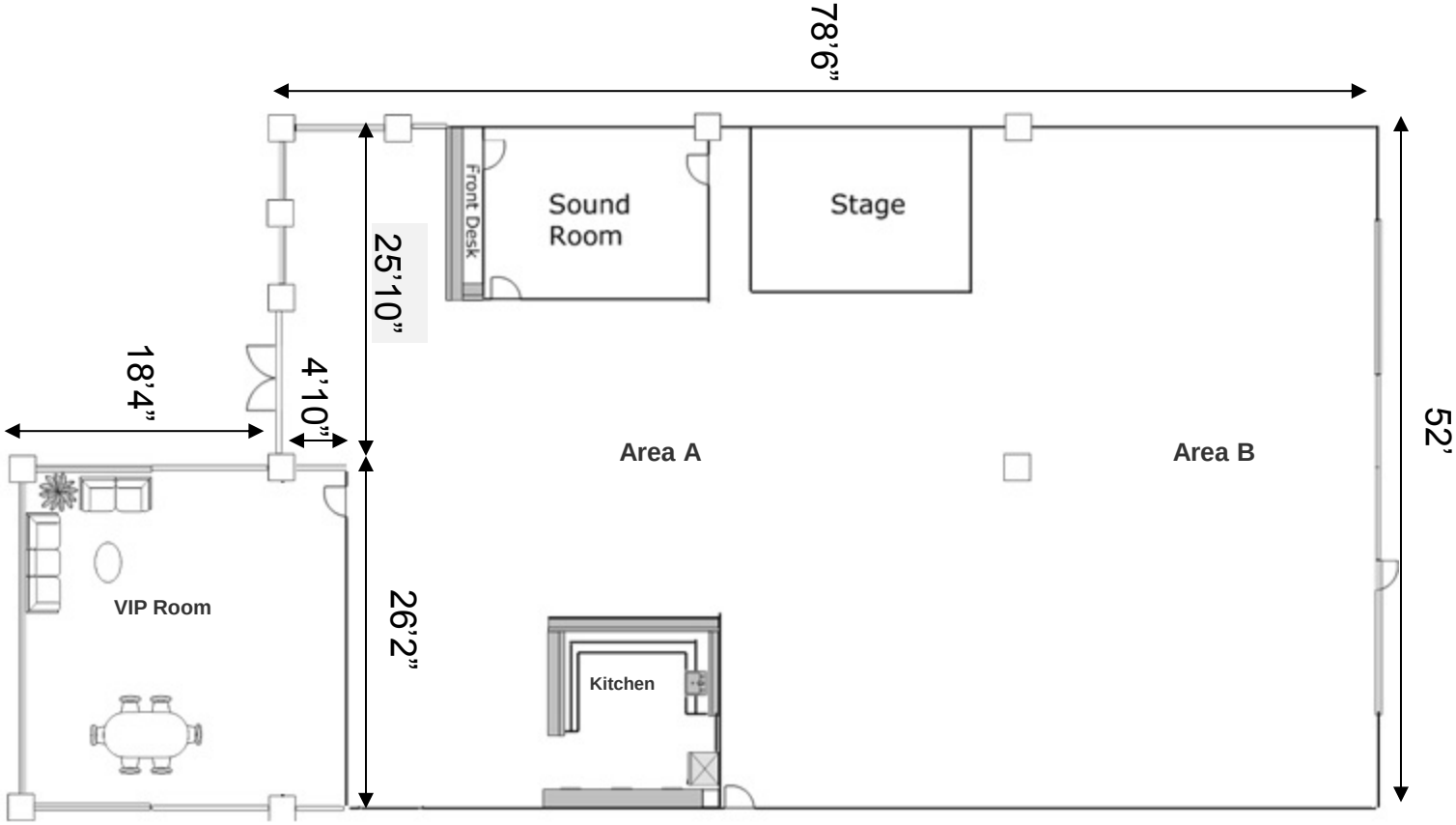
MOHAMMED SADIQ MOIN
811 S. CENTRAL EXPY. #575
RICHARDSON TX 75080
214-578-0453

RICHARDSON COMMUNITY HALL
ZONING EXHIBIT 2
RICHARDSON TEXAS

MICROFILMED

# Event / Community Center

999 E Arapaho Rd, Suite 300, Richardson, TX 75081




VIP Room: 479 SQFT
Area A+B: 3955 SQFT
**Total: 4434 SQFT (Actual footage for usage)**

Exhibit C

tek Systems Inc.
(1)
Looking East along
Front of Building

(2)
Looking West along
Front of Building

999
Activity Center
DFW TECHNOLOGY
(3)
Subject Lease Space

(4)
Looking West along
Rear of Building

APPLICANT STATEMENT

SUBJECT: Event/Community Center
999 East Arapaho Road, #300
Richardson, TX 75081

**Background:**

The defined space was granted a Special Permit which is limited to Mr. Mohammed Sadiul Moin to operate as a Event/Community Center for the public usage in 2014. But due to Mr. Mohammed's financial reasons, the lease agreement was not completed and Mr. Mohamed dropped the pursuit of leasing the space and certification of occupancy. The landlord, C&P TMS Group (dba C&P Properties) would like to apply for the same zoning change required and Special Permit for the same usage of the same space; by changing only the space operator.

**Proposed Usage:**

Designed as internal multi-functions activity center before, we intend to use the space as an Event/Community Center for private events including meetings, trainings, presentations, receptions/celebrations, and gatherings of organizations and associations.

**Hours of Operation:** 8:00am to 1:00am daily. Most of events are taking place on weekend nights, with occasionally on weekday nights.

**Kitchen Facilities:** Refrigerator and Microwave are provided. No cooking oven and no cooking are allowed.

**Foods/Drinks:** Operator/Landlord is not offering any foods/drinks for the events; each private event will bring their own foods and drinks, could be home-made or bring in from area's restaurants.

The landlord is fully aware of Richardson City's fire code regulations, and is prepared to comply with all the requirements in order to complete the certificate of occupancy.

Sincerely yours,

Charlie W. Chen
C&P TMS Group
Dba: C&P Properties
214-505.3333

# Notice of Public Hearing

**City Plan Commission ▪ Richardson, Texas**

An application has been received by the City of Richardson for a:

## SPECIAL PERMIT

| | |
|---|---|
| **File No./Name:** | **ZF 15-02 / Event/Community Center** |
| **Property Owner:** | Charlie W. Chen / C&P TMS Group LP |
| **Applicant:** | Charlie W. Chen / C&P TMS Group LP |
| **Location:** | 999 E. Arapaho Road (See map on reverse side) |
| **Current Zoning:** | I-M(1) Industrial District |
| **Request:** | A request to revoke Ordinance 4057, a Special Permit for an event/community center conditionally granted to and restricted to the operation by Mohammed Sadiul Moin, and approval of a Special Permit for an approximate 4,500-square foot event/community center on a property located at 999 E. Arapaho Road, north side of Arapaho Road, between Executive Drive and International Parkway. |

The City Plan Commission will consider this request at a public hearing on:

**TUESDAY, MARCH 3, 2015**
**7:00 p.m.**
**City Council Chambers**
**Richardson City Hall, 411 W. Arapaho Road**
**Richardson, Texas**

*This notice has been sent to all owners of real property within 200 feet of the request; as such ownership appears on the last approved city tax roll.*

**Process for Public Input:** A maximum of 15 minutes will be allocated to the applicant and to those in favor of the request for purposes of addressing the City Plan Commission. A maximum of 15 minutes will also be allocated to those in opposition to the request. Time required to respond to questions by the City Plan Commission is excluded from each 15 minute period.

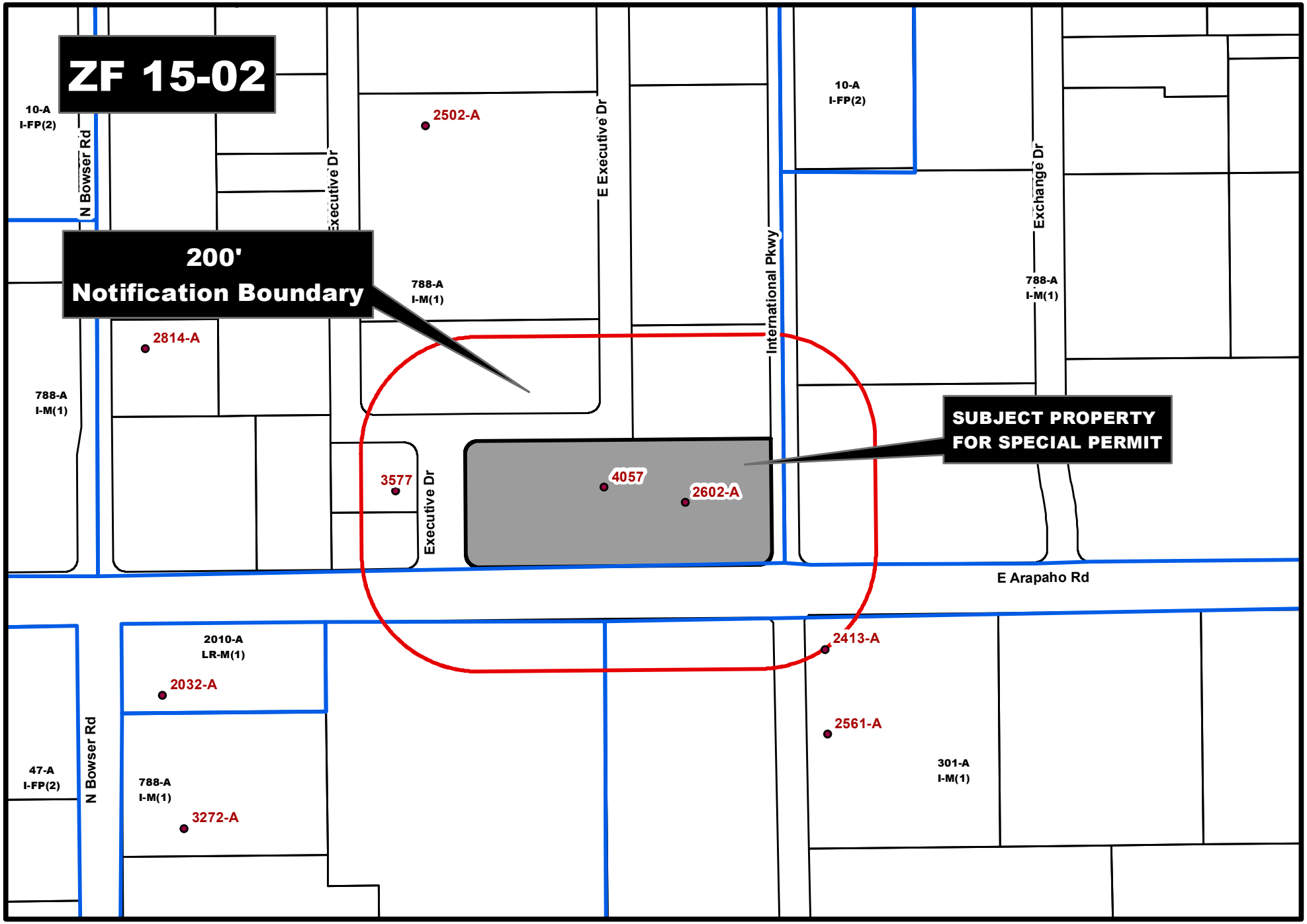
Persons who are unable to attend, but would like their views to be made a part of the public record, may send signed, written comments, referencing the file number above, prior to the date of the hearing to: Dept. of Development Services, PO Box 830309, Richardson, TX 75083.

*The City Plan Commission may recommend approval of the request as presented, recommend approval with additional conditions or recommend denial. Final approval of this application requires action by the City Council.*

**Agenda**: The City Plan Commission agenda for this meeting will be posted on the City of Richardson website the Saturday before the public hearing. For a copy of the agenda, please go to: http://www.cor.net/index.aspx?page=1331.

For additional information, please contact the Dept. of Development Services at 972-744-4240 and reference Zoning File number ZF 15-02.

Date Posted and Mailed: 02/20/2015




# ZF 15-02 Notification Map

Updated By: shacklettc, Update Date: February 16, 2015
File: DS\Mapping\Cases\Z\2015\ZF1502\ZF1502 notification.mxd

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

N W E S

GREENBRIAR HOLDINGS DALLAS
8214 WESTCHESTER DR # 730
DALLAS, TX 75225-6199

INTERNATIONAL BUDDHIST
PROGRESS SOCIETY DALLAS
1111 INTERNATIONAL PKWY
RICHARDSON, TX 75081-2319

LEEMAH PROPERTY INC
1001 E ARAPAHO RD
RICHARDSON, TX 75081-2327

C&P TMS GROUP LP PS
1200 EXECUTIVE DR E # 168
RICHARDSON, TX 75081-2263

DISCOVER & GROW PROPERTIES
1075 EXECUTIVE DR E
RICHARDSON, TX 75081-2224

SDH FAMILY PROPERTIES LTD
STEVEN W HENDERSON
899 E ARAPAHO RD
RICHARDSON, TX 75081-2242

COUNTERPOINT CENTER INC
PO BOX 638
ADDISON, TX 75001-0638

ARAPAHO PLACE INC
PO BOX 638
ADDISON, TX 75001-0638

HONEYWELL OPTOELECTRONICS
101 COLUMBIA RD
PO BOX 1057
MORRISTOWN, NJ 07962-1057

YU SOUTH & ASSOCIATES PLLC
1100 EXECUTIVE DR W
RICHARDSON, TX 75081-2229

**CHARLIE W. CHEN**
**C&P TMS GROUP, LP**
**1201 INTERNATIONAL PARKWAY #100**
**RICHARDSON, TX 75081**

ZF 15-02
Notification List

# City of Richardson
# City Council Meeting
# Agenda Item Summary

| | |
|---|---|
| City Council Meeting Date: | Monday, March 23, 2015 |
| Agenda Item: | Brick Row Townhomes |
| Staff Resource: | Michael Spicer<br>Director of Development Services |
| Summary | This is a request to approve building elevations for sixteen (16), three, four, and five-unit, two-story townhome buildings with rear-entry garages. |
| Board/Commission Action: | On March 3, 2015, 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. |

# Brick Row Townhomes

## Attachments:

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

**Brick Row Townhomes**
**McKamy Park Addition**

**CITY COUNCIL**
**STAFF REPORT**
**March 23, 2015**

**Building Elevations**

## PROJECT SUMMARY

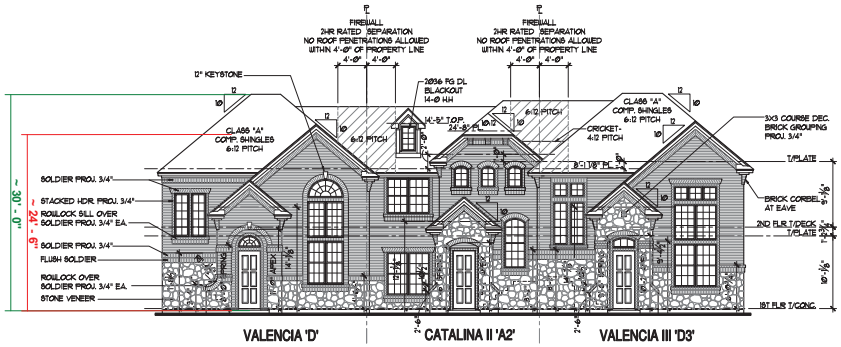
| | |
|---|---|
| **Project:** | **Brick Row Townhomes** |
| **Location:** | 207-263 Spring Valley Road<br>764-776 Greenville Avenue<br>Northwest corner of Spring Valley Road and Greenville Avenue. |
| **Staff Comments:** | The proposed building elevations reflect the development of a three, four, and five-unit, two-story townhome buildings with rear-entry garages.<br><br>The proposed building elevations comply with all applicable zoning and development regulations and the Spring Valley Station District requirements. |
| **CPC Action:** | On March 3, 2015, the City Plan Commission unanimously recommended approval of the request |

## BACKGROUND

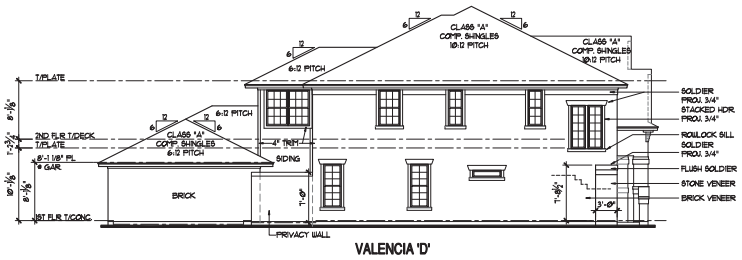
| | |
|---|---|
| **Building Design:** | The proposed elevations feature a brick and stone façade with cementious fiberboard trim, cedar accents and composition shingles. To be compatible with the existing townhomes, the proposed units will be constructed using the previously approved masonry and color scheme palette. The approved color schemes and masonry options have been included for reference.<br><br>To show façade articulation, the applicant has submitted foundation plans for each of the unit types. |

## EXTERIOR ELEVATION NOTES

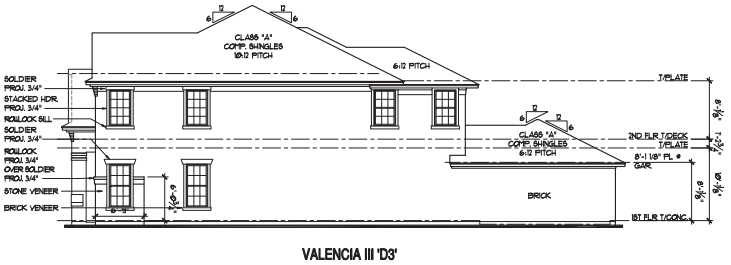
1. GRADE CONDITIONS MAY VARY FOR INDIVIDUAL SITE FROM THAT SHOWN. BUILDER SHALL VERIFY AND COORDINATE PER ACTUAL SITE CONDITIONS.
2. PROVIDE ROOF AND SOFFIT VENTS AS REGULATED BY CODE.
3. TYPICAL WINDOW HEIGHTS TO BE 8'-0". REFER UNIT PLANS.
4. PROJECT AND SLOPE ALL BRICK SILLS, ROWLOCKS, AND SOLDERS.



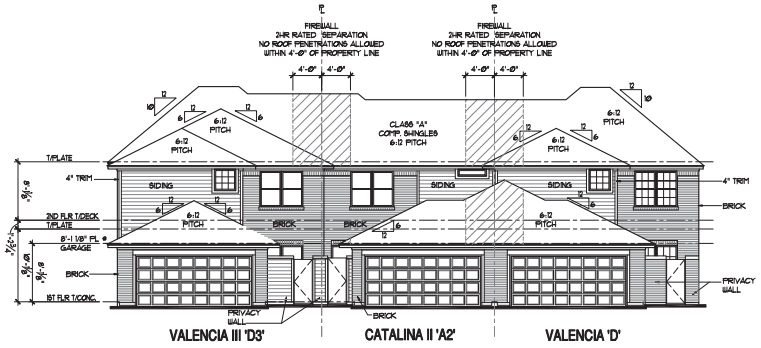

01 BUILDING 1 3-PLEX) - FRONT ELEVATION
1/8" = 1'-0"



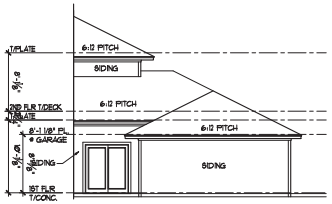

02 BUILDING 1 3-PLEX) - LEFT ELEVATION
1/8" = 1'-0"




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




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




05 BUILDING 1 4-PLEX) - COURTYARD ELEVATION
1/8" = 1'-0"

**EXTERIOR FINISH MATERIALS**

MASONRY PERCENTAGES

| ELEVATION | BRICK | OTHER | PERCENT |
|---|---|---|---|
| FRONT | 1493.39 | 0.00 | 100.00% |
| REAR | 323.08 | 52.30 | 86.07% |
| LEFT | 886.25 | 54.86 | 94.17% |
| RIGHT | 1018.15 | 0.00 | 100.00% |

ISSUE DATE: 12/18/14
REVISIONS
01/20/15

# BRICK ROW III

## CB JENI HOMES

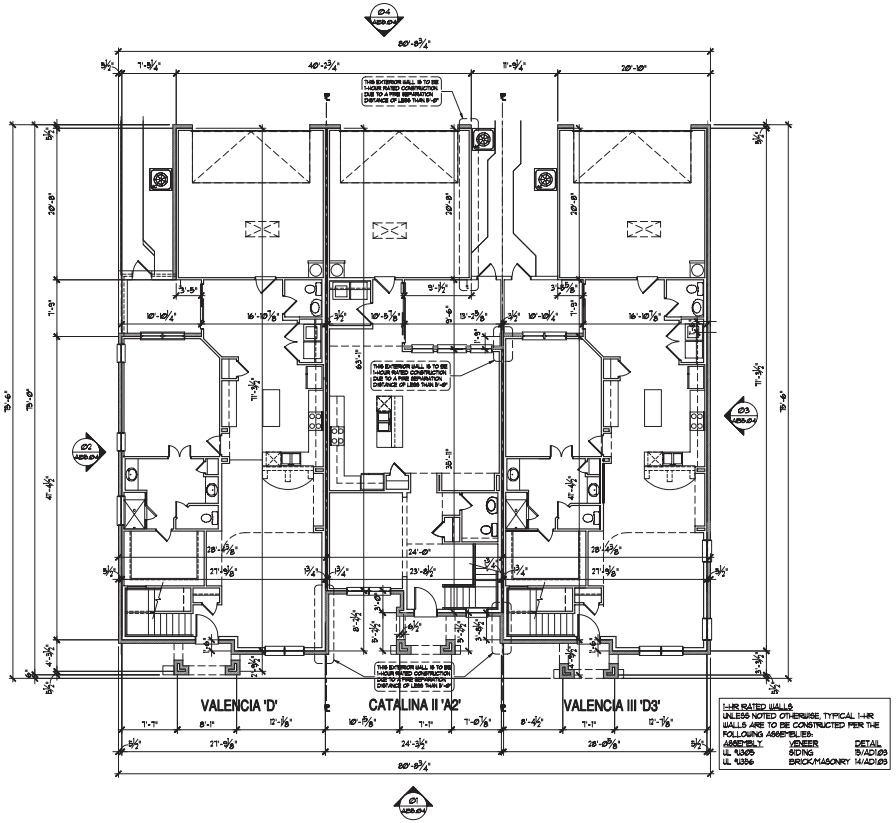
CB JENI Lifestyle Homes

EXTERIOR ELEVATION
BUILDING TYPE 5
(3-PLEX)
D / A2 / D3

AB5.04

## MAIN FLOOR NOTES

1. ALL NON-DIMENSIONED PARTITIONS ARE 3 1/2" ROUGH.
2. ALL ANGLED PARTITIONS ARE 45 DEGREES UNLESS OTHERWISE NOTED.
3. TRUSS MFG. TO SIZE MEMBERS, FASTENERS, HANGERS & SET SPACING FOR ALL TRUSSES.
4. WINDOW SUPPLIER TO VERIFY AT LEAST ONE WINDOW IN ALL BEDROOMS TO HAVE A CLEAR EGRESS OPENING OF 5.7 SQ. FT. WITH MIN. DIMENSION OF 24" IN HEIGHT AND 20" IN WIDTH. SILL HEIGHT NOT GREATER THAN 44" ABOVE FLOOR.
5. ALL HANDRAIL BALUSTERS TO BE SPACED SUCH THAT A 4" SPHERE CANNOT PASS BETWEEN BALUSTERS.
6. FOR ADDITIONAL NOTES SEE GENERAL NOTES & DETAIL SHEETS.
7. SEE EXTERIOR ELEVATIONS FOR ALL PENETRATION LOCATIONS.
8. REFERENCE CABINET MANUFACTURERS DRAWINGS FOR INTERIOR ELEVATIONS.
9. PROVIDE 4 1/2" MIN. DISTANCE AT ALL JAMBS.




1-HR RATED WALLS
UNLESS NOTED OTHERWISE, TYPICAL 1-HR WALLS ARE TO BE CONSTRUCTED PER THE FOLLOWING ASSEMBLIES:

| ASSEMBLY | VENEER | DETAIL |
|---|---|---|
| UL #U305 | SIDING | 13/AD1.03 |
| UL #U356 | BRICK/MASONRY | 14/AD1.03 |

**BUILDING 1 (3-PLEX) - MAIN FLOOR ASSEMBLY**

1/8" = 1'-0"

ISSUE DATE: 12/18/14

REVISIONS

# BRICK ROW III

## CB JENI HOMES

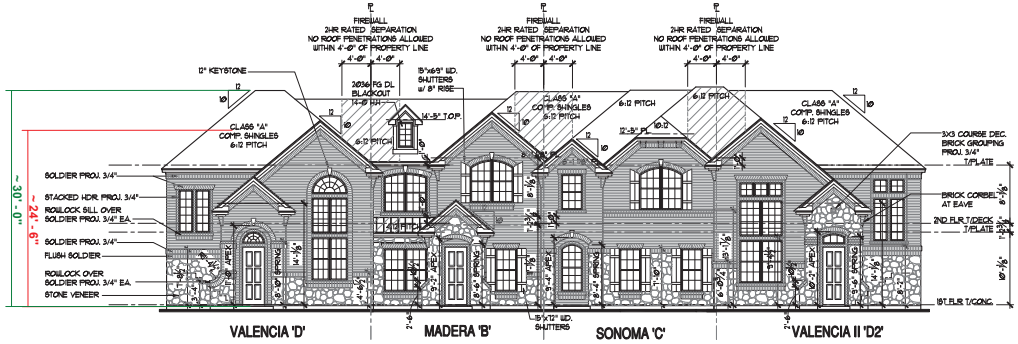
CB JENI Lifestyle Homes

MAIN FLOOR PLAN
BUILDING TYPE B
(3-PLEX)
D / A2 / D3

**AB5.01**

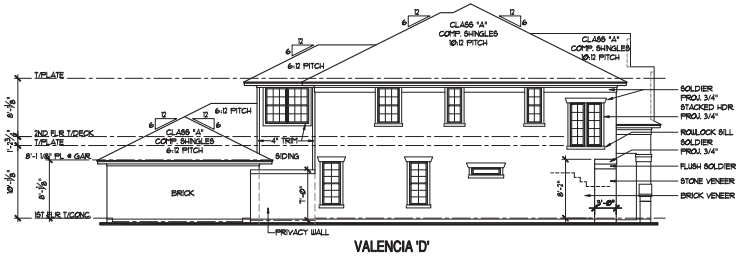
## EXTERIOR ELEVATION NOTES

1. GRADE CONDITIONS MAY VARY FOR INDIVIDUAL SITE FROM THAT SHOWN. BUILDER SHALL VERIFY AND COORDINATE PER ACTUAL SITE CONDITIONS.
2. PROVIDE ROOF AND SOFFIT VENTS AS REGULATED BY CODE.
3. TYPICAL WINDOW HEIGHTS TO BE 5'-0". REFER UNIT PLANS.
4. PROJECT AND SLOPE ALL BRICK SILLS, ROWLOCKS, AND SOLDERS.



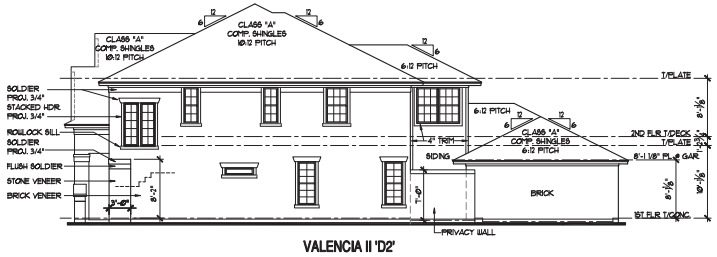

## 01 BUILDING 2 (4-PLEX) - FRONT ELEVATION

1/8" = 1'-0"



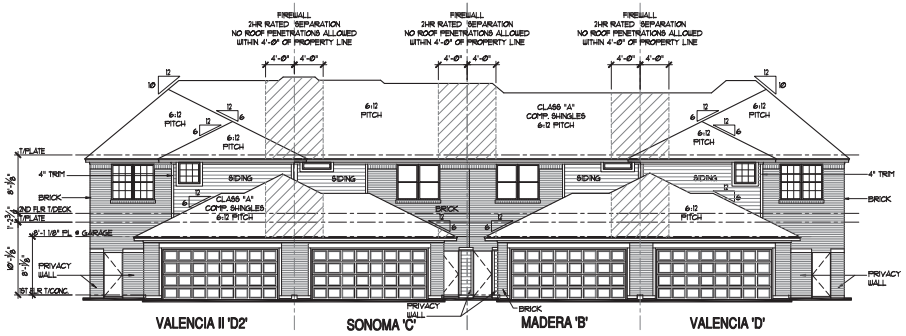

## 02 BUILDING 2 (4-PLEX) - LEFT ELEVATION

1/8" = 1'-0"



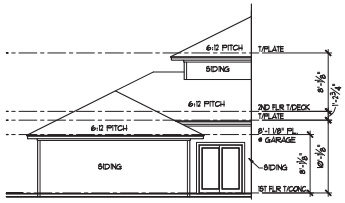

## 03 BUILDING 2 (4-PLEX) - RIGHT ELEVATION

1/8" = 1'-0"



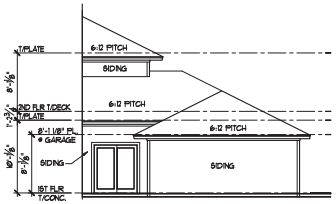

## 04 BUILDING 2 (4-PLEX) - REAR ELEVATION

1/8" = 1'-0"




## 05 BUILDING 2 (4-PLEX) - COURTYARD ELEVATION

1/8"=1'-0"




## 06 BUILDING 2 (4-PLEX) - COURTYARD ELEVATION

1/8"=1'-0"

**EXTERIOR FINISH MATERIALS**

MASONRY PERCENTAGES

| ELEVATION | BRICK | OTHER | PERCENT |
|---|---|---|---|
| FRONT | 1601.44 | 0.00 | 100.00% |
| REAR | 446.13 | 71.43 | 86.20% |
| LEFT | 803.98 | 62.24 | 92.81% |
| RIGHT | 803.98 | 62.24 | 92.81% |

ISSUE DATE: 12/18/14
REVISIONS
01/20/15

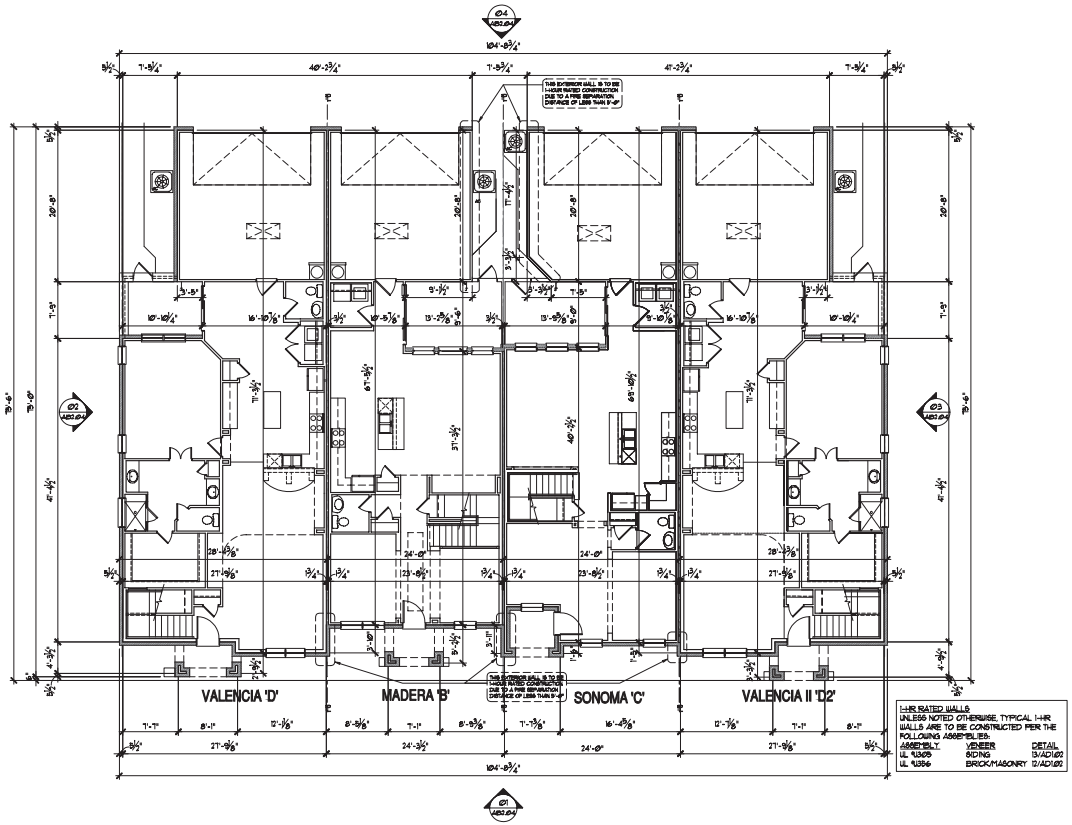
# BRICK ROW III

## CB JENI HOMES

CB JENI Lifestyle Homes

EXTERIOR ELEVATIONS
BUILDING TYPE 2
(4-PLEX)
D / B / C / D2

AB2.04




## BUILDING 2 (4-PLEX) - MAIN FLOOR ASSEMBLY

1/8" = 1'-0"

## MAIN FLOOR NOTES

1. ALL NON-DIMENSIONED PARTITIONS ARE 3 1/2" ROUGH.
2. ALL ANGLED PARTITIONS ARE 45 DEGREES UNLESS OTHERWISE NOTED.
3. TRUSS MFG. TO SIZE MEMBERS, FASTENERS, HANGERS & SET SPACING FOR ALL TRUSSES.
4. WINDOW SUPPLIER TO VERIFY AT LEAST ONE WINDOW IN ALL BEDROOMS TO HAVE A CLEAR EGRESS OPENING OF 5.7 SQ. FT. WITH MIN. DIMENSION OF 24" IN HEIGHT AND 20" IN WIDTH. SILL HEIGHT NOT GREATER THAN 44" ABOVE FLOOR.
5. ALL HANDRAIL BALUSTERS TO BE SPACED SUCH THAT A 4" SPHERE CANNOT PASS BETWEEN BALUSTERS.
6. FOR ADDITIONAL NOTES SEE GENERAL NOTES & DETAIL SHEETS.
7. SEE EXTERIOR ELEVATIONS FOR ALL PENETRATION LOCATIONS.
8. REFERENCE CABINET MANUFACTURERS DRAWINGS FOR INTERIOR ELEVATIONS
9. PROVIDE 4 1/2" MIN. DISTANCE AT ALL JAMBS.

ISSUE DATE: 12/18/14

REVISIONS

# BRICK ROW III

## CB JENI HOMES

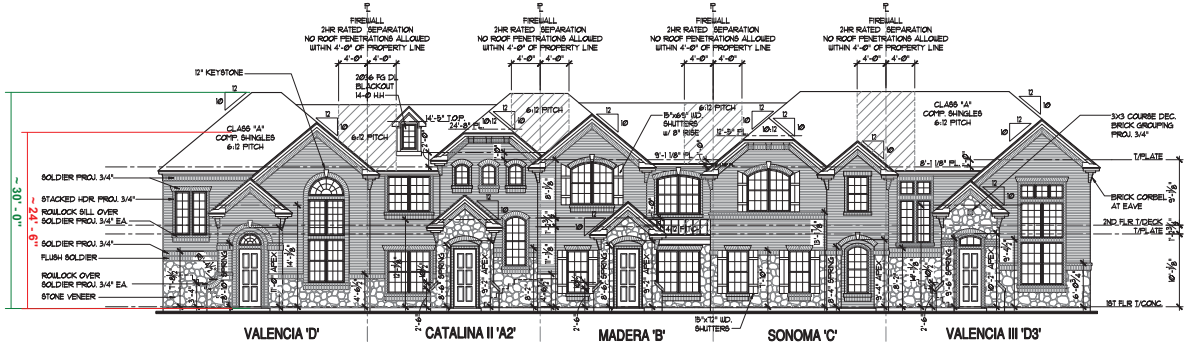
CB JENI Lifestyle Homes

MAIN FLOOR PLAN
BUILDING TYPE 2
(4-PLEX)
D / B / C / D2

AB2.01

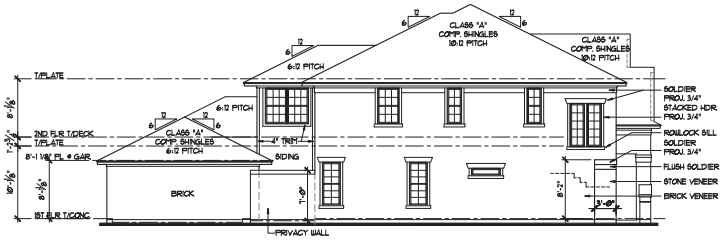
## EXTERIOR ELEVATION NOTES

1. GRADE CONDITIONS MAY VARY FOR INDIVIDUAL SITE FROM THAT SHOWN. BUILDER SHALL VERIFY AND COORDINATE PER ACTUAL SITE CONDITIONS.
2. PROVIDE ROOF AND SOFFIT VENTS AS REGULATED BY CODE.
3. TYPICAL WINDOW HEIGHTS TO BE 5'-0". REFER UNIT PLANS.
4. PROJECT AND SLOPE ALL BRICK SILLS, ROWLOCKS, AND SOLDERS.




## 01 BUILDING 3 (5-PLEX) - FRONT ELEVATION

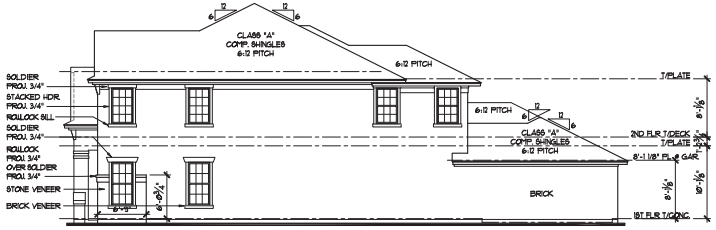
1/8" = 1'-0"




VALENCIA 'D'

## 02 BUILDING 3 (5-PLEX) - LEFT ELEVATION

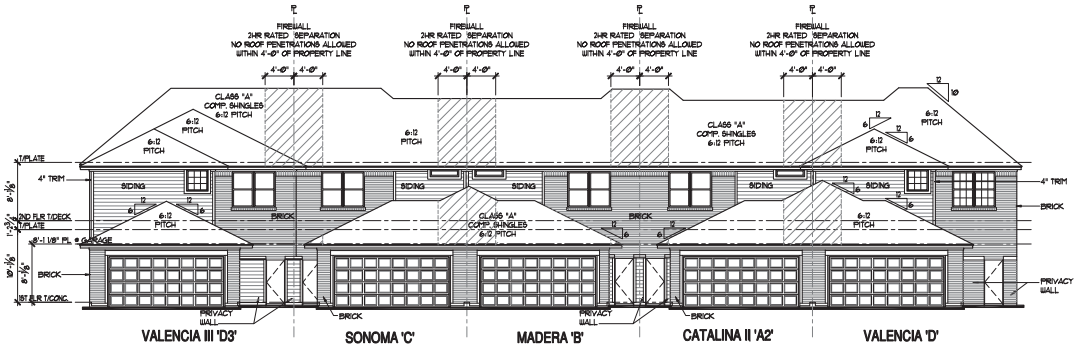
1/8" = 1'-0"




VALENCIA III 'D3'

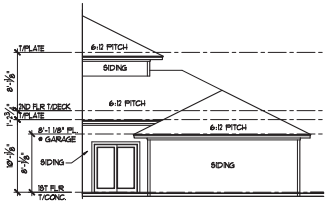
## 03 BUILDING 3 (5-PLEX) - RIGHT ELEVATION

1/8" = 1'-0"




## 04 BUILDING 3 (5-PLEX) - REAR ELEVATION

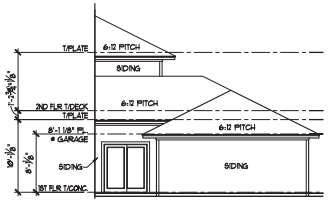
1/8" = 1'-0"




CATALINA II 'A2' / MADERA 'B'
(OPOSITE HAND)

## 05 BUILDING 3 (5-PLEX) - COURTYARD ELEVATION

1/8"=1'-0"




SONOMA 'C'

## 06 BUILDING 3 (5-PLEX) - COURTYARD ELEVATION

1/8"=1'-0"

**EXTERIOR FINISH MATERIALS**

MASONRY PERCENTAGES

| ELEVATION | BRICK | OTHER | PERCENT |
|---|---|---|---|
| FRONT | 1970.85 | 0.00 | 100.00% |
| REAR | 543.88 | 87.12 | 86.19% |
| LEFT | 803.38 | 62.24 | 92.81% |
| RIGHT | 1017.26 | 0.00 | 100.00% |

ISSUE DATE: 12/18/14
REVISIONS
01/20/15

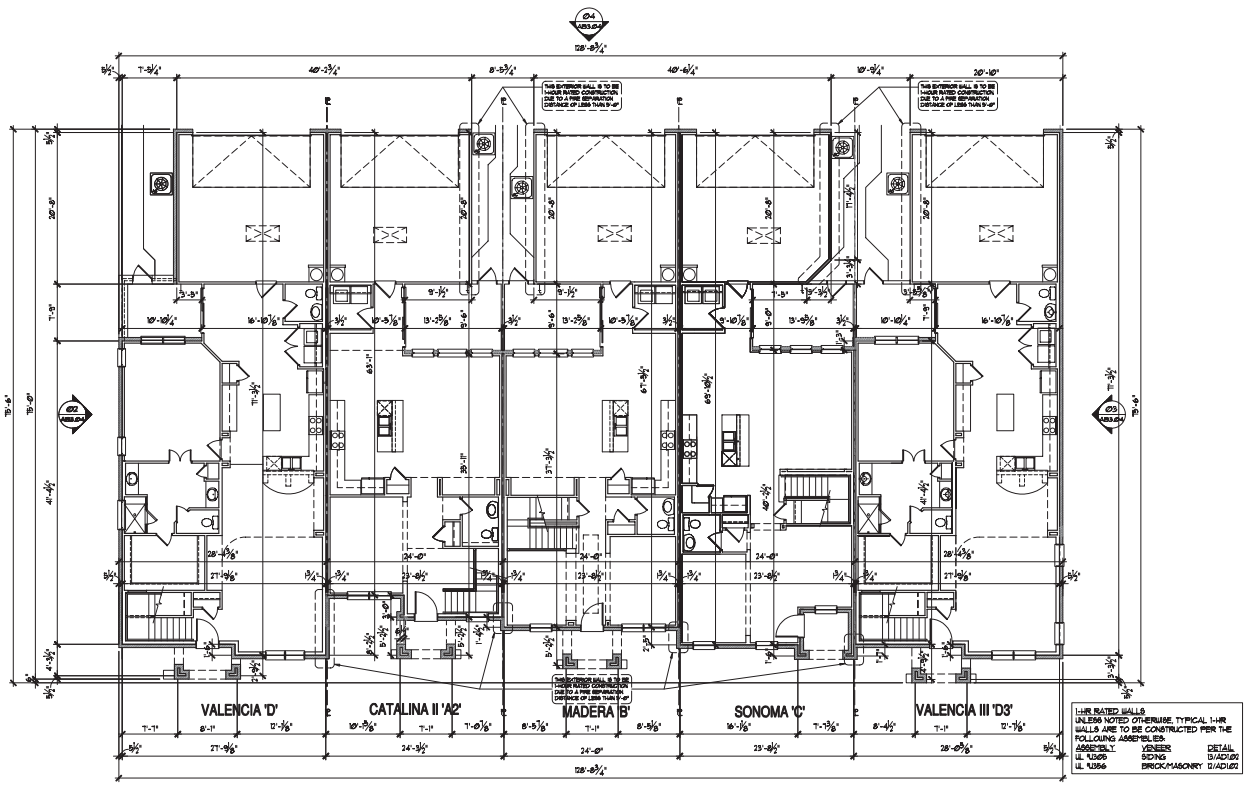
# BRICK ROW III

## CB JENI HOMES

CB JENI Lifestyle Homes

EXTERIOR ELEVATIONS
BUILDING TYPE 3
(5-PLEX)
D / A2 / B / C / D3

AB3.04




## BUILDING 3 (5-PLEX) - MAIN FLOOR ASSEMBLY

1/8" = 1'-0"

## MAIN FLOOR NOTES

1. ALL NON-DIMENSIONED PARTITIONS ARE 3 1/2" ROUGH.
2. ALL ANGLED PARTITIONS ARE 45 DEGREES UNLESS OTHERWISE NOTED.
3. TRUSS MFG. TO SIZE MEMBERS, FASTENERS, HANGERS & SET SPACING FOR ALL TRUSSES.
4. WINDOW SUPPLIER TO VERIFY AT LEAST ONE WINDOW IN ALL BEDROOMS TO HAVE A CLEAR EGRESS OPENING OF 5.7 SQ. FT. WITH MIN. DIMENSION OF 24" IN HEIGHT AND 20" IN WIDTH. SILL HEIGHT NOT GREATER THAN 44" ABOVE FLOOR.
5. ALL HANDRAIL BALUSTERS TO BE SPACED SUCH THAT A 4" SPHERE CANNOT PASS BETWEEN BALUSTERS.
6. FOR ADDITIONAL NOTES SEE GENERAL NOTES & DETAIL SHEETS.
7. SEE EXTERIOR ELEVATIONS FOR ALL PENETRATION LOCATIONS.
8. REFERENCE CABINET MANUFACTURERS DRAWINGS FOR INTERIOR ELEVATIONS
9. PROVIDE 4 1/2" MIN. DISTANCE AT ALL JAMBS.

ISSUE DATE: 12/18/14

REVISIONS

# BRICK ROW III

## CB JENI HOMES

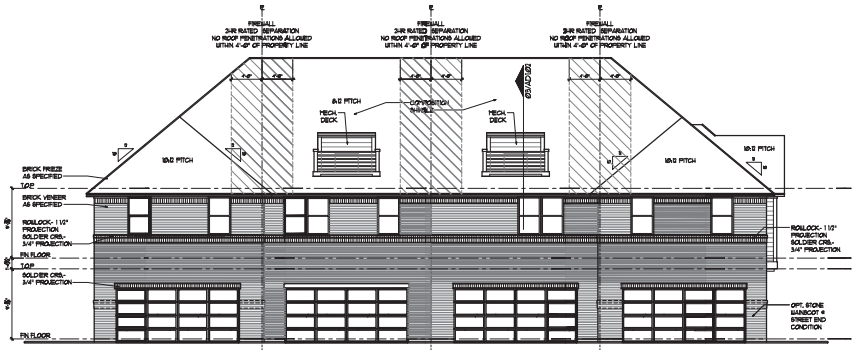
CB JENI Lifestyle Homes

MAIN FLOOR PLAN
BUILDING TYPE 3
(5-PLEX)
D / A2 / B / C / D3

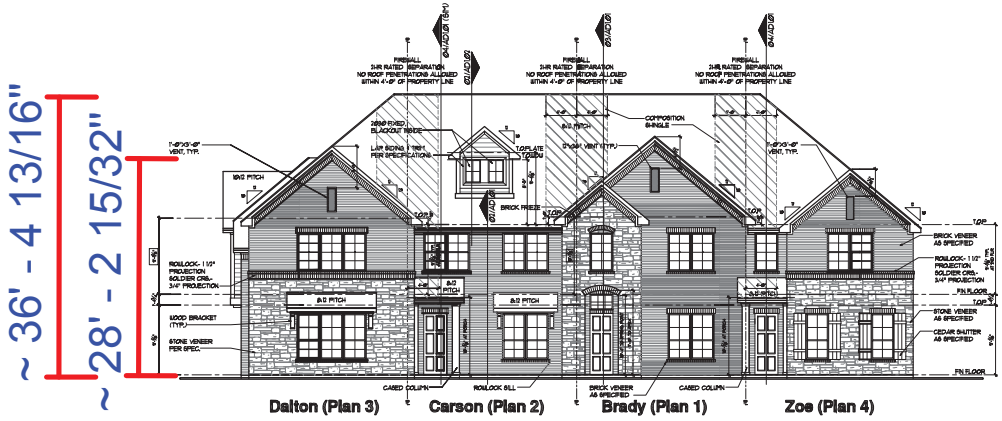
AB3.01

## EXTERIOR ELEVATION NOTES

1. GRADE CONDITIONS MAY VARY FOR INDIVIDUAL SITE FROM THAT SHOWN. BUILDER SHALL VERIFY AND COORDINATE PER ACTUAL SITE CONDITIONS.
2. PROVIDE ROOF AND SOFFIT VENTS AS REGULATED BY CODE.
3. TYPICAL WINDOW HEIGHTS TO BE 5'-6". REFER UNIT PLANS.
4. PROJECT AND SLOPE ALL BRICK SILLS, ROWLOCKS, AND SOLDERS.




02 **Rear Elevation- Building 4 : 4 Plex**
SCALE: 1/8"=1'-0"
100% MASONRY




01 **Front Elevation- Building 4 : 4 Plex**
SCALE: 1/8"=1'-0"
100% MASONRY

| EXTERIOR FINISH MATERIALS | | | |
|---|---|---|---|
| ELEVATION | Other | Brick/Stone | Percent |
| FRONT | 228 SQFT | 228 SQFT | 86.56% |
| REAR | 0 SQFT | 0 SQFT | 100.00% |
| LEFT PVT | 0 SQFT | 0 SQFT | 100.00% |
| LEFT PUB | 0 SQFT | 0 SQFT | 100.00% |
| RIGHT PVT | 203 SQFT | 203 SQFT | 82.46% |
| RIGHT PUB | 203 SQFT | 203 SQFT | 82.46 |

ISSUE DATE: 11/20/12
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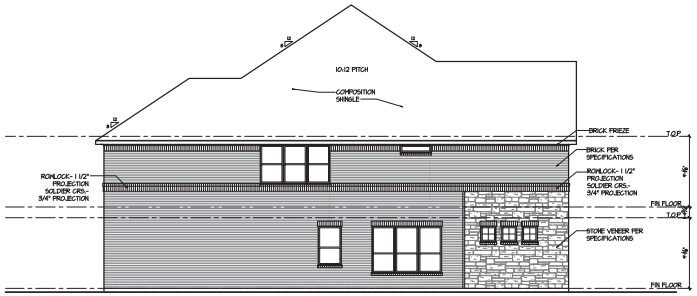
# Brick Row
## CB JENI HOMES

BUILDING TYPE 6
EXTERIOR ELEVATIONS

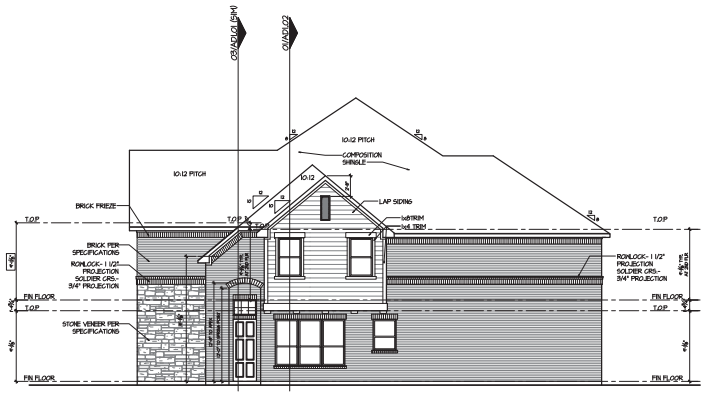
**AB6.04**

## EXTERIOR ELEVATION NOTES

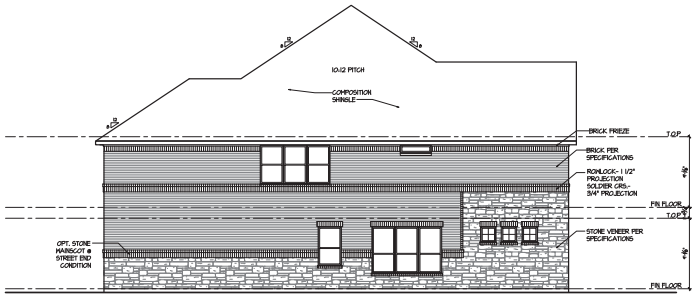
1. GRADE CONDITIONS MAY VARY FOR INDIVIDUAL SITE FROM THAT SHOWN. BUILDER SHALL VERIFY AND COORDINATE PER ACTUAL SITE CONDITIONS.
2. PROVIDE ROOF AND SOFFIT VENTS AS REGULATED BY CODE.
3. TYPICAL WINDOW HEIGHTS TO BE 8'-0". REFER UNIT PLANS.
4. PROJECT AND SLOPE ALL BRICK SILLS, ROWLOCKS, AND SOLDERS.



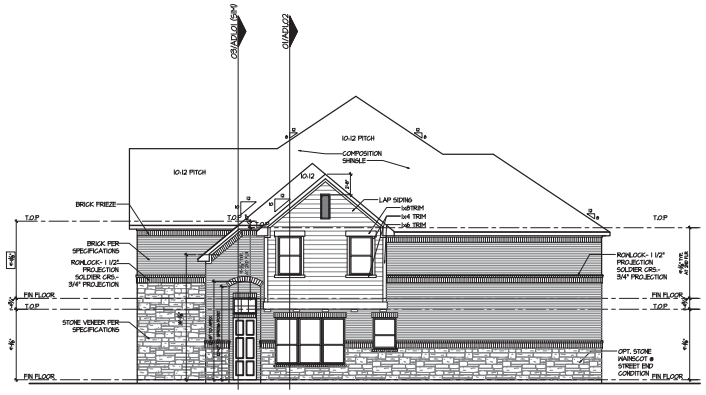

**Zoe (Plan 4)**
**Private End**
**04 Left Elevation**
SCALE: 1/8"=1'-0" 02/01/2012




**Dalton (Plan 3)**
**Private End**
**02 Right Elevation**
SCALE: 1/8"=1'-0" 02/01/2012




**Zoe (Plan 4)**
**Public End**
**03 Left Elevation**
SCALE: 1/8"=1'-0" 02/01/2012




**Dalton (Plan 3)**
**Public End**
**01 Right Elevation**
SCALE: 1/8"=1'-0" W/ OPT. STONE WAINSCOT 02/01/2012

ISSUE DATE: 02/01/12
REVISIONS

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# Brick Row
## CB JENI HOMES

DESIGN ARCHITECT

BSB DESIGN
www.bsbdesign.com
17855 Dallas Parkway, Suite 105
Dallas, Texas 75287
972 720 1778

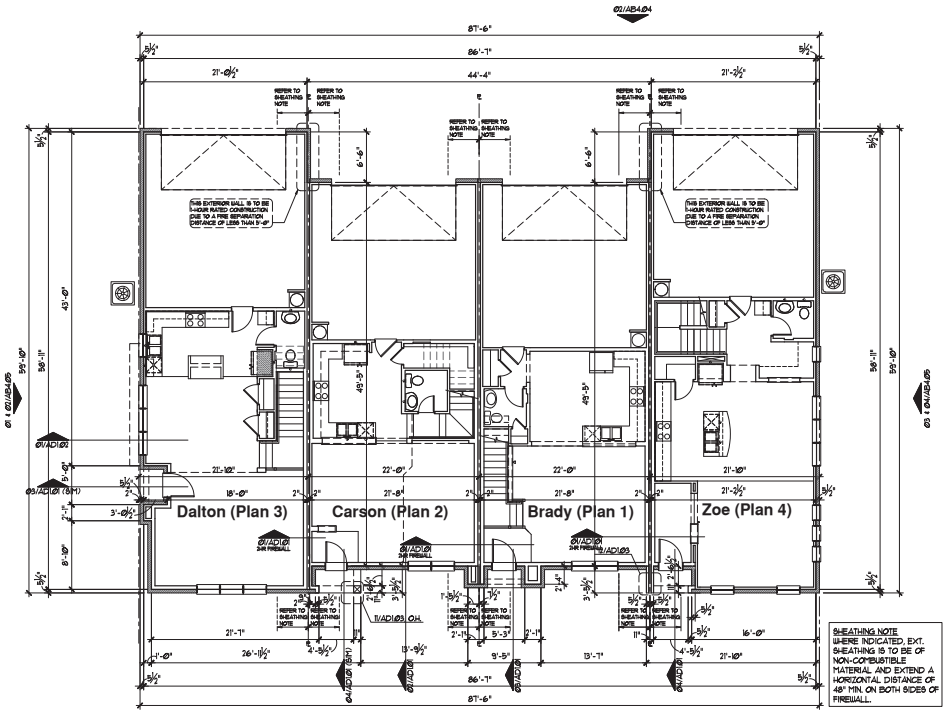
JOB NO: 07D11033 PROJ MGR: CR
DRAWN: RPRUM CHECKED: CR

BUILDING TYPE I
EXTERIOR ELEVATIONS

**AB1.05**

## MAIN FLOOR NOTES

1. ALL NON-DIMENSIONED PARTITIONS ARE 3 1/2" ROUGH.
2. ALL ANGLED PARTITIONS ARE 45 DEGREES UNLESS OTHERWISE NOTED.
3. TRUSS MFG. TO SIZE MEMBERS, FASTENERS, HANGERS & SET SPACING FOR ALL TRUSSES.
4. WINDOW SUPPLIER TO VERIFY AT LEAST ONE WINDOW IN ALL BEDROOMS TO HAVE A CLEAR EGRESS OPENING OF 5.7 SQ. FT. WITH MIN. DIMENSION OF 24" IN HEIGHT AND 20" IN WIDTH. SILL HEIGHT NOT GREATER THAN 44" ABOVE FLOOR.
5. ALL HANDRAIL BALUSTERS TO BE SPACED SUCH THAT A 4" SPHERE CANNOT PASS BETWEEN BALUSTERS.
6. FOR ADDITIONAL NOTES SEE GENERAL NOTES & DETAIL SHEETS.
7. SEE EXTERIOR ELEVATIONS FOR ALL FENESTRATION LOCATIONS
8. REFERENCE CABINET MANUFACTURERS DRAWINGS FOR INTERIOR ELEVATIONS




01 Type 6 - First Floor Plan

ISSUE DATE: 11/20/12

REVISIONS

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# Brick Row

## CB JENI HOMES

BUILDING TYPE 6
FIRST FLOOR PLAN

AB6.01

**CB JENI Homes**

Exterior Color Schemes

Brick Row Townhomes

| SCHEMES | 1 | 2 | 3 | 4 | 5 |
|---|---|---|---|---|---|
| BODY | **BABOUCHE** | **STATUESQUE** | **LAND LOVER** | **STATUESQUE** | **LAND LOVER** |
| | **CL 2802M** | **CL 1220M** | **34** | **CL 1220M** | **34** |
| TRIM | **LINEN** | **LINEN** | **LINEN** | **LINEN** | **LINEN** |
| | **56** | **56** | **56** | **56** | **56** |
| ACCENT | **SOIREE** | **GLOBAL SPICE** | **BLACK** | **GLOBAL SPICE** | **BLACK** |
| | **CL 2997N** | **CL 1457N** | | **CL 1457N** | |
| FRONT DOOR | **ZORBA** | **ZORBA** | **ZORBA** | **ZORBA** | **ZORBA** |
| | **CL 2727N** | **CL 2727N** | **CL 2727N** | **CL 2727N** | **CL 2727N** |
| ROOF SHINGLES | **WEATHERED WOOD** | **WEATHERED WOOD** | **WEATHERED WOOD** | **WEATHERED WOOD** | **WEATHERED WOOD** |
| BRICK | **FALL CREEK** | **AUBURN HILLS** | **BRENNER PASS** | **OLD DOMINION** | **HIGHLAND GRAY** |
| STONE | **MILSAP RANDOM** | **GRANBURY CHOPPED** | **OKLAHOMA CHOPPED** | **MILSAP CHOPPED** | **OKLAHOMA RANDOM** |

Kwal Paint Company

Acme Brick

Rock Materials

December 2011 - Color Schemes

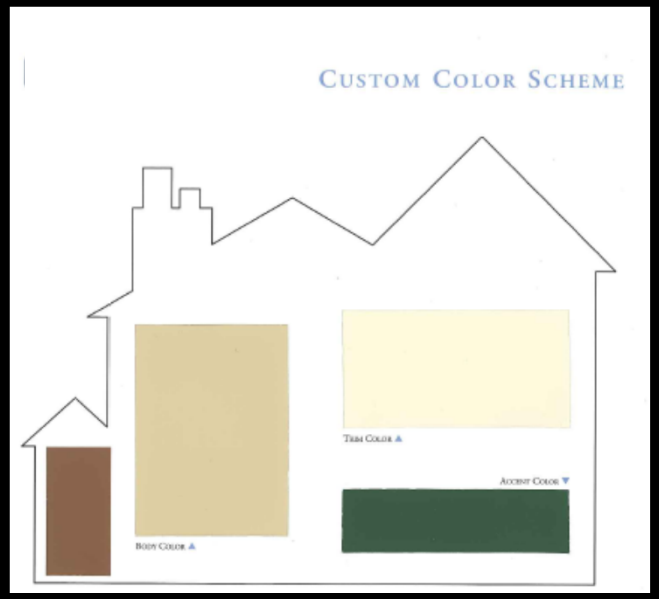
# Color Scheme #1

**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

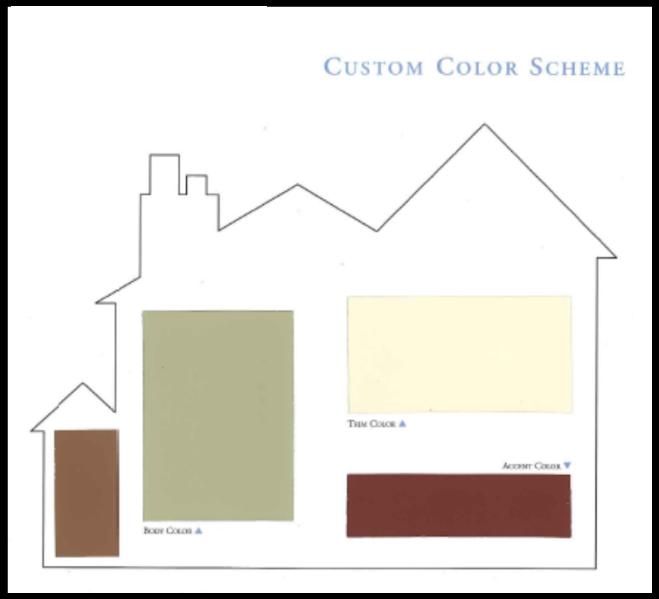
# Color Scheme #2

**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

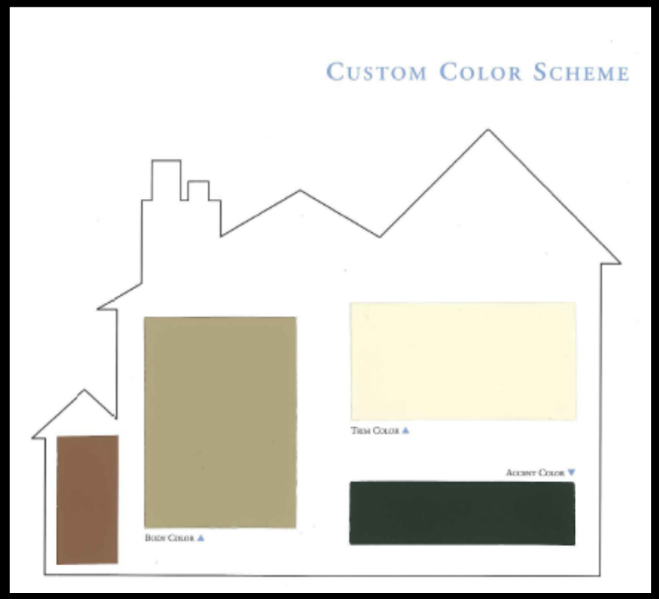
# Color Scheme #3

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

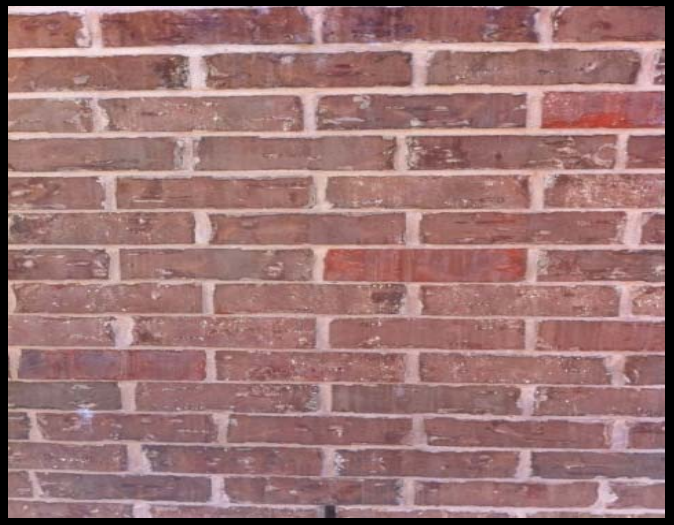
**Trim Color:**
Linen – Kwal
056

**Accent Color:**
Black - Kwal

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



Oklahoma Chopped



Brenner Pass

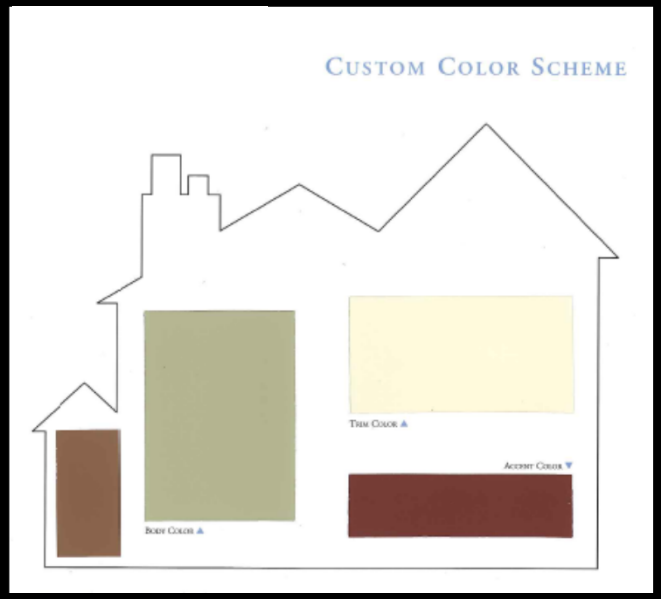
# Color Scheme #4

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

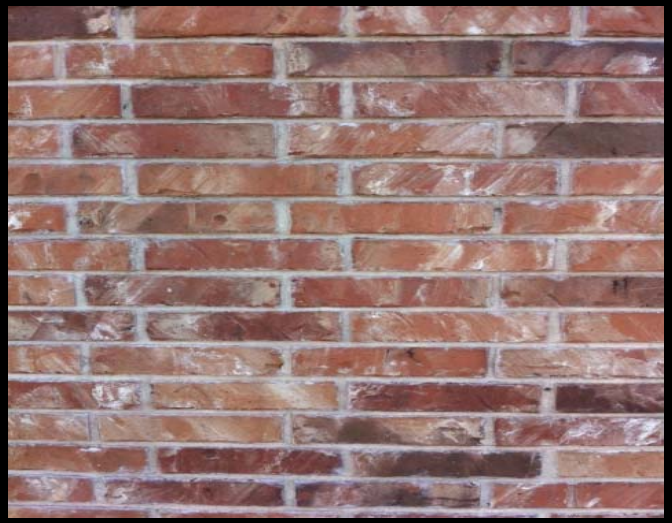
**Trim Color:**
Linen – Kwal
056

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

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



Milsap Chopped



Old Dominion

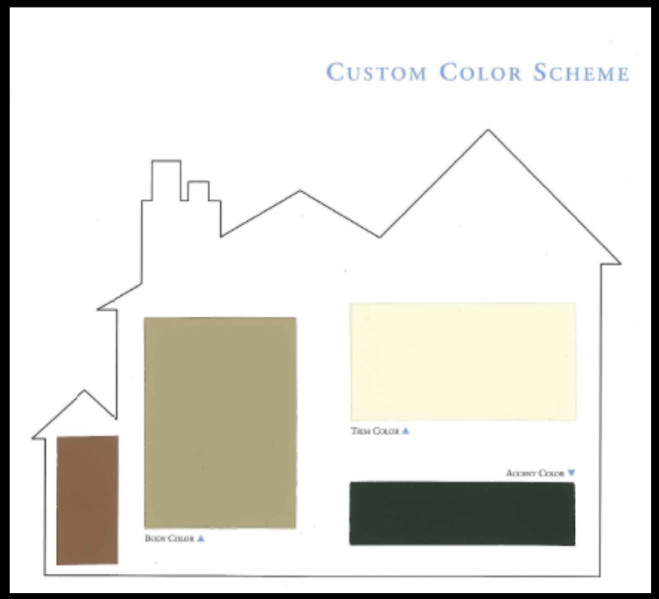
# Color Scheme #5

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

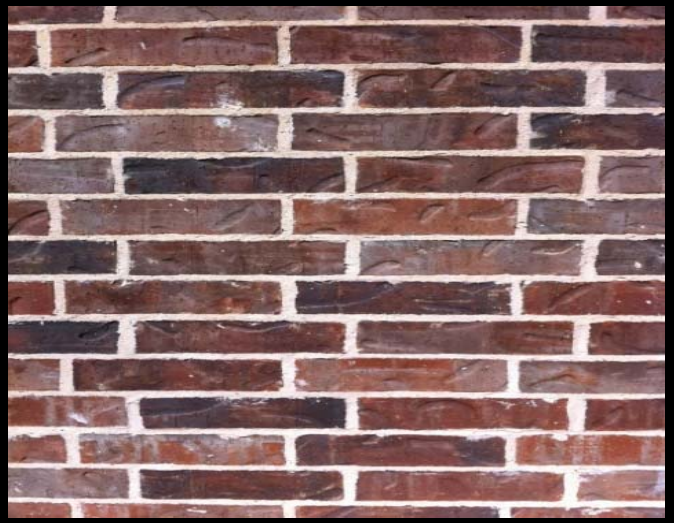
**Trim Color:**
Linen – Kwal
056

**Accent Color:**
Black - Kwal

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



Oklahoma Random



Highland Gray

Roof Shingles
Weathered Wood

**ORDINANCE NO. 4109**

**AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE IV., BOARDS, COMMISSIONS, ETC., DIVISION 2, ARTS COMMISSION, BY AMENDING SECTION 2.101 TO ADD SUBSECTION (5) TO ADD CULTURAL ARTS COMMISSION RESPONSIBILITIES REGARDING PUBLIC ART; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1.** That the Code of Ordinances of the City of Richardson, Texas, be and the same is hereby amended by amending Chapter 2, "Administration," Article IV, "Boards, Commissions, Etc.," Division 2., "Cultural Arts Commission," by adding subsection (5) to Section 2.101 to add public art responsibilities," to read as follows:

**"CHAPTER 2 – ADMINISTRATION**

**ARTICLE IV. – BOARD, COMMISSIONS, ETC.**

**DIVISION 2. – CULTURAL ARTS COMMISSION**

**Sec. 2-96. - Creation and establishment; number of members; officers.**

There is hereby created and established the city cultural arts commission. The commission shall consist of seven voting members. The members of the commission shall be appointed by the city council. The city council shall appoint one of such members as chairperson and one of such members as vice chairperson.

**Sec. 2-97. - Appointment of members; terms of office.**

The appointed members of the cultural arts commission shall be residents of the city and shall not be elected officials, board members or employees of any group seeking funding from the Richardson Cultural Arts Commission. The members shall be appointed by the city council for a term of two years, unless any of such members shall be removed from office as provided herein or shall die or resign from such office. Of the initial members to be appointed to the commission, four members shall be appointed to serve an initial two-year term and three members shall be appointed to serve an initial one-year term. Members shall not serve more than four two-year terms. Appointments to the cultural arts commission shall be made at the first regular city council meeting in January of each year. The expiration date of the office of each

member shall be on the date of the first regular city council meeting in January during the year in which the term shall expire.

**Sec. 2-98. - Compensation.**

The members of the commission shall serve without pay.

**Sec. 2-99. - Rules of order and compliance with state law; biannual meetings; quorum.**

The commission shall adopt such rules and regulations as it deems best to govern its actions and meetings, subject to the general laws of the state, the city charter and any other ordinance of the city or action of the city council. The commission shall comply with V.T.C.A., Government Code § 551.002 (Open Meeting Law), with regard to the posting of an agenda and the holding of meetings. The commission shall meet not less than four times annually or at such times as it may vote to meet. A majority of those present and voting shall be required for a determination of any matter before the commission for any recommendation to be made to the city council.

**Sec. 2-100. - Administrative support.**

The city manager's office will provide the cultural arts commission with appropriate and necessary administrative support to assist it in its endeavors and in the exercise of its duties.

**Sec. 2-101. - Responsibilities.**

The cultural arts commission shall serve as the advisory board to the city council and the city management in matters involving the promotion of close cooperation between the city and private citizens, institutions and agencies interested in or conducting activities relating to the arts. The commission shall be responsible:

(1) To provide and assist in the development of the arts in the city by providing a biennial "state of the arts" assessment to the city council.

(2) To make recommendations to the city council relative to expenditures of city funds for the purposes of promoting and sustaining the arts in the city.

(3) To serve as a review board for the funding of proposed programs within the community that are to be funded from allocations made by the city council from the hotel/motel occupancy tax.

(4) To make recommendations on the allocation of funding for historical preservation and/or restoration that is to be funded by the allocation of funds from the hotel/motel occupancy tax.

(5) To assist in the promotion of public art by: (i) reviewing an annual public art work plan and budget; (ii) reviewing and recommending for approval

individual public art project plans; ((iii) reviewing and recommending approval of public art concept proposals to the City Council; (iv) reviewing proposed gifts and loans of public art; and (v) recommending de-accession of public art to the City Council."

**SECTION 2.** 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 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 this Ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Richardson, Texas, on the 23rd day of March, 2015.

APPROVED:

_____
MAYOR

APPROVED AS TO FORM:

_____
CITY ATTORNEY
(PGS:3-19-15:TM 70721)

CORRECTLY ENROLLED:

_____
CITY SECRETARY

**RESOLUTION NO. 15-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, TERMINATING THE TERMS AND CONDITIONS OF A PROJECT SPECIFIC AGREEMENT (HEREINAFTER "AGREEMENT") REGARDING LOOKOUT DRIVE, SUPPLEMENTAL TO THE MASTER ROAD & BRIDGE INTERLOCAL MAINTENANCE AGREEMENT BY AND BETWEEN DALLAS COUNTY, TEXAS (HEREINAFTER "COUNTY"), AND THE CITY OF RICHARDSON, TEXAS (HEREINAFTER "CITY") (COUNTY AND CITY BEING HEREINAFTER REFERRED TO AS "PARTIES"); AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 791 of the Texas Government Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services; and

**WHEREAS**, on or about March 19, 2013, County and City entered into a Master Interlocal Agreement whereby County agreed to provide partial funding for certain duly qualified "Type B" road and bridge maintenance projects, said projects situated within the territorial limits and jurisdiction of City; and

**WHEREAS**, the parties previously entered into that certain Project Specific Agreement ("PSA") Regarding Lookout Drive, supplemental to the Master Interlocal Agreement by and between Dallas County, Texas, and the City of Richardson, Texas, dated March 4, 2014; and

**WHEREAS**, the parties have mutually agreed to terminate the March 4, 2014 PSA regarding Lookout Drive and to allocate the funding from that Agreement to a new Project Specific Agreement FY2014 Regarding Arapaho Road for roadway maintenance and pavement repairs on Arapaho Road between Coit Road and Jupiter Road, all on public roadway situated in the City;

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

**SECTION 1.** That the terms, provisions, and conditions of the March 4, 2014 Project Specific Agreement regarding Lookout Drive, is hereby terminated, and the Mayor is hereby authorized to take necessary action to effect the termination of this PSA.

**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 23rd day of March, 2015.

CITY OF RICHARDSON, TEXAS

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

APPROVED AS TO FORM:

_____
PETER G. SMITH, CITY ATTORNEY
(PGS:1-16-14:TM 70225)

**RESOLUTION NO. 15-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROJECT SPECIFIC AGREEMENT FY2015 (HEREINAFTER "AGREEMENT") REGARDING COIT ROAD, SUPPLEMENTAL TO THE MASTER ROAD & BRIDGE INTERLOCAL MAINTENANCE AGREEMENT BY AND BETWEEN DALLAS COUNTY, TEXAS (HEREINAFTER "COUNTY"), AND THE CITY OF RICHARDSON, TEXAS (HEREINAFTER "CITY"), AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING ITS EXECUTION BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 791 of the Texas Government Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services; and

**WHEREAS**, on or about March 19, 2013, County and City entered into a Master Interlocal Agreement whereby County agreed to provide partial funding for certain duly qualified "Type B" road and bridge maintenance projects, said projects situated within the territorial limits and jurisdiction of City; and

**WHEREAS**, City now desires County to provide partial funding for such a duly qualified project consisting of roadway maintenance and pavement repairs on Coit Road between Belt Line Road and Campbell Road, all on public roadway situated in the City; and

**WHEREAS**, the City Council has been presented with a proposed Project Specific Agreement FY 2015 regarding Coit Road, a "Type B" Roadway Project, supplemental to the Master Road & Bridge Interlocal Maintenance Agreement by and between Dallas County, Texas, and the City of Richardson, Texas, for the purpose of transportation-related maintenance, repairs and improvements to be undertaken in certain designated blocks of enumerated public roadway, as more fully set forth and described in Attachments "A" and "B" to said Exhibit "A"; 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 Mayor should be authorized to execute the Agreement 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 the terms, provisions, and conditions of the Project Specific Agreement FY2015 Regarding Coit Road, a "Type B" Roadway Project, supplemental to the Master Road & Bridge Interlocal Maintenance Agreement, a copy of which is attached hereto as Exhibit "A", be, and the same are, hereby approved.

**SECTION 2.** That the Mayor is hereby authorized to execute the Project Specific Agreement FY2015 Regarding Coit Road on behalf of the City, and any amendments or other instruments related thereto.

**SECTION 3.** 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 23rd day of March, 2015.

CITY OF RICHARDSON, TEXAS

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

APPROVED AS TO FORM:

_____
PETER G. SMITH, CITY ATTORNEY
(PGS:1-16-14:TM 70186)

**EXHIBIT "A"**

**Project Specific Agreement**
**Re: Coit Road**

**PROJECT SPECIFIC AGREEMENT FY2015**
**RE: COIT ROAD**

---

**A "TYPE B" ROADWAY PROJECT-- MADE PURSUANT TO DALLAS COUNTY'S MASTER ROAD & BRIDGE INTERLOCAL MAINTENANCE AGREEMENT WITH CITY OF RICHARDSON, TEXAS**

This Project Specific Agreement, (hereinafter "PSA"), supplemental to the Master Interlocal Agreement, is made by and between Dallas County, Texas (hereinafter "County") and the City of Richardson, Texas (hereinafter "City"), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance, repairs and improvements to be undertaken in certain designated blocks of enumerated public roadway as more fully set forth and described in Attachments "A" and "B", incorporated herein by reference ("Project").

**WHEREAS,** Chapter 791 of the Texas Government Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

**WHEREAS,** on or about March 19, 2013, County and City entered into a Master Interlocal Agreement ("Agreement"), whereby County agreed to provide partial funding for certain duly qualified "Type B" road and bridge maintenance projects, said projects situated within the territorial limits and jurisdiction of City; and

**WHEREAS**, City now desires County to provide partial funding for such a duly qualified project, consisting of roadway maintenance and pavement repairs on Coit Road between Belt Line Road and Campbell Road, all on public roadway situated in the City as more fully described on Attachment "A";

**NOW THEREFORE THIS PSA** is made by and entered into by County and City, for the mutual consideration stated herein.

**Witnesseth**

**Article I.**
**Project Specific Agreement**

This PSA is specifically intended to identify a Project authorized under the Master Agreement. This document sets forth the rights and responsibilities pertaining to each party hereto, and is additional and supplemental to the Master Agreement, and all amendments and supplements thereto, which are incorporated herein. All terms of the Master Agreement remain in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

## Article II
## Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Interlocal Agreement authorized by County Commissioners Court Order 2013-0504, dated March 19, 2013, and additions thereto as incorporated herein,
2. Initial Projected Project Cost (Attachment "A"), and
3. Map/Diagram of the Proposed Work Site (Attachment "B").

## Article III
## Term of Agreement

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

## Article IV
## Project Description

This PSA is entered into by the parties for purpose of jointly identifying and funding repair, maintenance and improvements on duly qualified "Type B" public roadway within the City of Richardson, Texas. The Project shall consist of roadway maintenance and pavement repairs on Coit Road between Belt Line Road and Campbell Road, in enumerated blocks of designated public streets, in the City of Richardson, Texas, (hereinafter "Project"), and as more fully described in Attachments "A" and "B". The Project is authorized by the aforementioned Master Interlocal Agreement, with the parties' obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County.

## Article V.
## Fiscal Funding

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no

right of action against the City as regards this PSA, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

## Article VI
## Agreements

I. City's Responsibilities:

1. Where necessary, City, at its own expense, shall be responsible for the following: (a) managing construction of the Project; (b) informing the public of the proposed reconstruction of the Project; (c) locating all manholes, water valves, and other utilities within the Project; (d) making or causing to be made all utility relocations or adjustments necessary for execution and completion of the Project; (e) acquiring any right-of-way necessary to complete the Project; (f) remediating any hazardous or regulated material, or any other environmental hazard in the Project location; (g) receiving and processing all payments due contractors City hires to work on the Project; (h) contracting through formal bidding procedures to acquire the services of contractors; and (i) furnishing materials, labor, and equipment necessary to perform the Project construction.
2. City shall be responsible for all maintenance on or about the Project site.

II. County Responsibilities and Rights:

1. County shall only reimburse City for proportionate Project Costs, as more fully set forth in Section III below.
2. County, its Auditor or its designated representative(s) shall have the unrestricted right to audit any and all accounting or other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditures, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this agreement. City agrees that all related records shall be retained for a period of time not less than four (4) years from the date of the termination of this Agreement. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request. The results of any audit may be furnished to City for comment.
3. In the event that any audit shall determine that funds are due and owing to County, such sums shall be due and payable to County within thirty (30) days of the date that an invoice for same is provided to City.

III. Funding:

County and City mutually agree that the initial and anticipated Project Cost is $300,000.00, as set forth in the attached Exhibit "A". The parties hereto further agree that City shall be totally responsible for the construction and maintenance of said Project, and that County shall only be responsible to City for a contribution, in the form of reimbursement, of $ 150,000.00, which amount shall not exceed Fifty Percent (50%) of the initial and anticipated Project Cost. City and County further agree as follows:

1. Should the final cost of the Project exceed the initial and anticipated Project Costs, City agrees to either reduce the scope of the Project, or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein, and
2. City shall submit timely invoices to County, which invoices shall provide complete information and documentation to substantiate City's charges, and which shall not be for periods of work totaling less than thirty (30) days. County's acceptances of City's invoices are contingent upon City's compliance with County's invoicing procedures. County may withhold any disputed amounts until such time as the underlying dispute is resolved to County's satisfaction, but shall pay all undisputed amounts timely. City understands and acknowledges that occasionally there might be short-term delays in the County's review and processing of invoices. Should such reasonable and necessary delays occur, City agrees that such delays shall not place the County in default of this Agreement.

## Article VII
## Miscellaneous:

I. **Indemnification. County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.**

II. No Third Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.

III. Applicable Law. This PSA is and shall be expressly subject to the County's and City's Sovereign Immunity and/or Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This PSA shall be governed by and

construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.

IV. Notice. All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

**COUNTY:**

| | | |
|---|---|---|
| Commissioner Mike Cantrell<br>Road & Bridge District # 2<br>1701 N. Collins, Ste. 1000<br>Richardson, Texas 75080 | and | Alberta Blair, Director<br>Dallas County Public Works<br>411 Elm Street, Suite 400<br>Dallas, Texas 75202 |

**CITY:**

**Dan Johnson, City Manager**

**City of Richardson**

**411 W. Arapaho Road**

**Richardson, Texas 75080**

**With copy to:**

**Peter G. Smith**

**Nichols, Jackson, Dillard, Hager & Smith, L.L.P.**

**1800 Ross Tower**

**500 N. Akard Street**

**Dallas, Texas 75201**

V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.

VI. Binding Agreement; Parties Bound. Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.

VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.

VIII. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.

X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersedes previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.

XI. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by Resolution of the governing body of the City of Richardson.

The City of Richardson, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Dated the ____day of _____, 20___.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the ____day of _____, 20___.

Executed this the _____ day of _____, 20___.

CITY OF RICHARDSON:

_____

LAURA MACZKA
MAYOR

Executed this the _____ day of _____, 20___.

COUNTY OF DALLAS:

_____

CLAY LEWIS JENKINS
DALLAS COUNTY JUDGE

ATTEST:

_____

CITY SECRETARY

APPROVED AS TO FORM:

_____

PETER G. SMITH, CITY ATTORNEY

APPROVED AS TO FORM:
SUSAN HAWK
DISTRICT ATTORNEY

RUSS RODEN
CHIEF, CIVIL DIVISION

_____

SHERRI TURNER
ASSISTANT DISTRICT ATTORNEY

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

ATTACHMENT "A"

2015 ARTERIAL PAVEMENT REPAIR

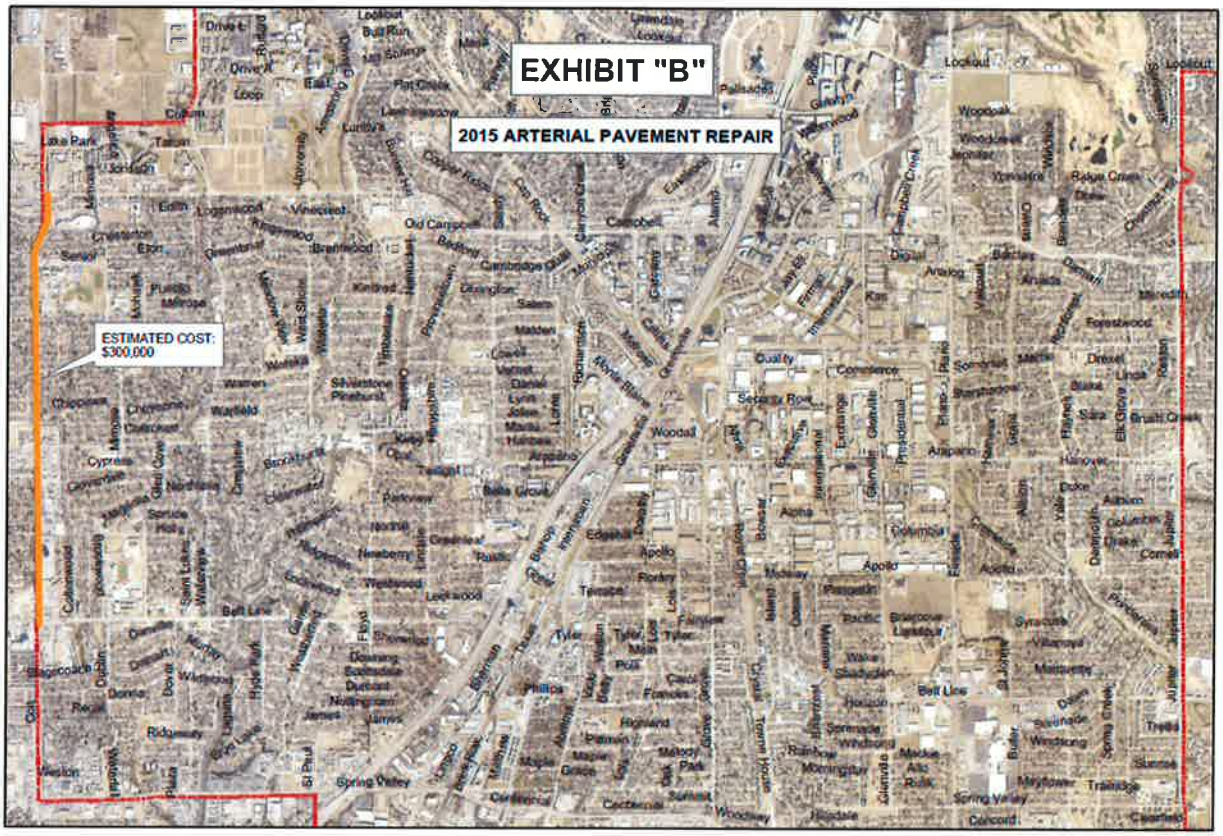
2/5/2015

PROJECT ESTIMATE

Coit Road – Belt Line to Campbell Road

| ITEM | UNIT | UNIT PRICE | QUANTITY | AMOUNT |
|---|---|---|---|---|
| FULL DEPTH SAW | LF | $1.00 | 10000 | $10,000 |
| REM/REPL 8" PAVEMENT | SY | $72.00 | 3250 | $234,000 |
| REM/REPL CURB & GUTTER | LF | $30.00 | 250 | $7,500 |
| PAVEMENT JOINT REPAIR | LF | $15.00 | 100 | $1,500 |
| ASPHALT OVERLAY REPAIR | TON | $150.00 | 200 | $30,000 |
| TRAFFIC CONTROL | EA | $500 | 24 | $12,200 |
| CONSTRUCTION CONTINGENCY | | | | $5,000 |
| | | | COIT ROAD TOTAL | $300,000 |

ATTACHMENT "B"




COIT ROAD PAVEMENT REPAIR
(BELT LINE ROAD TO CAMPBELL ROAD)

0 750 1,500 3,000 4,500 6,000 Feet

FEBRUARY 2015

**RESOLUTION NO. 15-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROJECT SPECIFIC AGREEMENT FY2014 (HEREINAFTER "AGREEMENT") REGARDING ARAPAHO ROAD, SUPPLEMENTAL TO THE MASTER ROAD & BRIDGE INTERLOCAL MAINTENANCE AGREEMENT BY AND BETWEEN DALLAS COUNTY, TEXAS (HEREINAFTER "COUNTY"), AND THE CITY OF RICHARDSON, TEXAS (HEREINAFTER "CITY") (COUNTY AND CITY BEING HEREINAFTER REFERRED TO AS "PARTIES"), AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING ITS EXECUTION BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 791 of the Texas Government Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services; and

**WHEREAS**, on or about March 19, 2013, County and City entered into a Master Interlocal Agreement whereby County agreed to provide partial funding for certain duly qualified "Type B" road and bridge maintenance projects, said projects situated within the territorial limits and jurisdiction of City; and

**WHEREAS**, City now desires County to provide partial funding for such a duly qualified project consisting of roadway maintenance and pavement repairs on Arapaho Road between Coit Road and Jupiter Road, all on public roadway situated in the City; and

**WHEREAS**, the parties previously entered into that certain Project Specific Agreement ("PSA") Regarding Arapaho Road, supplemental to the Master Interlocal Agreement by and between Dallas County, Texas, and the City of Richardson, Texas, dated March 4, 2014; and

**WHEREAS**, the parties mutually agree to terminate the March 4, 2014 PSA Regarding Arapaho Road and enter into a new Project Specific Agreement Regarding Arapaho Road; and

**WHEREAS**, the City Council has been presented with a proposed Project Specific Agreement FY 2014 Regarding Arapaho Road, a "Type B" Roadway Project, supplemental to the Master Road & Bridge Interlocal Maintenance Agreement by and between Dallas County, Texas, and the City of Richardson, Texas, for the purpose of transportation-related maintenance, repairs and improvements to be undertaken in certain designated blocks of enumerated public roadway, as more fully set forth and described in Attachments "A" and "B" to said Exhibit "A"; 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 Mayor should be authorized to execute the Agreement 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 the terms, provisions, and conditions of the March 4, 2014 Project Specific Agreement Regarding Arapaho Road, is hereby terminated, and the Mayor is hereby authorized to take necessary action to effect the termination of this PSA.

**SECTION 2.** That the terms, provisions, and conditions of the Project Specific Agreement FY2014 Regarding Arapaho Road, a "Type B" Roadway Project, supplemental to the Master Road & Bridge Interlocal Maintenance Agreement, a copy of which is attached hereto as Exhibit "A", be, and the same are, hereby approved.

**SECTION 3.** That the Mayor is hereby authorized to execute the Project Specific Agreement FY2014 Regarding Arapaho Road on behalf of the City, and any amendments or other instruments related thereto.

**SECTION 4.** 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 23rd day of March, 2015.

CITY OF RICHARDSON, TEXAS

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

APPROVED AS TO FORM:

_____
PETER G. SMITH, CITY ATTORNEY
(PGS:1-16-14:TM 70185)

**EXHIBIT "A"**

**Project Specific Agreement**
**Re: Arapaho Road**

**PROJECT SPECIFIC AGREEMENT FY2014**
**RE: ARAPAHO ROAD**

---

**A "TYPE B" ROADWAY PROJECT-- MADE PURSUANT TO DALLAS COUNTY'S MASTER ROAD & BRIDGE INTERLOCAL MAINTENANCE AGREEMENT WITH CITY OF RICHARDSON, TEXAS**

This Project Specific Agreement, (hereinafter "PSA"), supplemental to the Master Interlocal Agreement, is made by and between Dallas County, Texas (hereinafter "County") and the City of Richardson, Texas (hereinafter "City"), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance, repairs and improvements to be undertaken in certain designated blocks of enumerated public roadway as more fully set forth and described in Attachments "A" and "B", incorporated herein by reference ("Project").

**WHEREAS,** Chapter 791 of the Texas Government Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

**WHEREAS,** on or about March 19, 2013, County and City entered into a Master Interlocal Agreement ("Agreement"), whereby County agreed to provide partial funding for certain duly qualified "Type B" road and bridge maintenance projects, said projects situated within the territorial limits and jurisdiction of City; and

**WHEREAS**, City now desires County to provide partial funding for such a duly qualified project, consisting of roadway maintenance and pavement repairs on Arapaho Road between Coit Road and Jupiter Road, all on public roadway situated in the City as more fully described on Attachment "A";

**NOW THEREFORE THIS PSA** is made by and entered into by County and City, for the mutual consideration stated herein.

**Witnesseth**

**Article I.**
**Project Specific Agreement**

This PSA is specifically intended to identify a Project authorized under the Master Agreement. This document sets forth the rights and responsibilities pertaining to each party hereto, and is additional and supplemental to the Master Agreement, and all amendments and supplements thereto, which are incorporated herein. All terms of the Master Agreement remain in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

## Article II
## Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Interlocal Agreement authorized by County Commissioners Court Order 2013-0504, dated March 19, 2013, and additions thereto as incorporated herein,
2. Initial Projected Project Cost (Attachment "A"), and
3. Map/Diagram of the Proposed Work Site (Attachment "B").

## Article III
## Term of Agreement

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

## Article IV
## Project Description

This PSA is entered into by the parties for purpose of jointly identifying and funding repair, maintenance and improvements on duly qualified "Type B" public roadway within the City of Richardson, Texas. The Project shall consist of roadway maintenance and pavement repairs on Arapaho Road between Coit Road and Jupiter Road in enumerated blocks of designated public streets, in the City of Richardson, Texas, (hereinafter "Project"), and as more fully described in Attachments "A" and "B". The Project is authorized by the aforementioned Master Interlocal Agreement, with the parties' obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County.

## Article V.
## Fiscal Funding

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this PSA, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

## Article VI
## Agreements

I. City's Responsibilities:

1. Where necessary, City, at its own expense, shall be responsible for the following: (a) managing construction of the Project; (b) informing the public of the proposed reconstruction of the Project; (c) locating all manholes, water valves, and other utilities within the Project; (d) making or causing to be made all utility relocations or adjustments necessary for execution and completion of the Project; (e) acquiring any right-of-way necessary to complete the Project; (f) remediating any hazardous or regulated material, or any other environmental hazard in the Project location; (g) receiving and processing all payments due contractors City hires to work on the Project; (h) contracting through formal bidding procedures to acquire the services of contractors; and (i) furnishing materials, labor, and equipment necessary to perform the Project construction.
2. City shall be responsible for all maintenance on or about the Project site.

II. County Responsibilities and Rights:

1. County shall only reimburse City for proportionate Project Costs, as more fully set forth in Section III below.
2. County, its Auditor or its designated representative(s) shall have the unrestricted right to audit any and all accounting or other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditures, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this agreement. City agrees that all related records shall be retained for a period of time not less than four (4) years from the date of the termination of this Agreement. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request. The results of any audit may be furnished to City for comment.

3. In the event that any audit shall determine that funds are due and owing to County, such sums shall be due and payable to County within thirty (30) days of the date that an invoice for same is provided to City.

III. Funding:

County and City mutually agree that the initial and anticipated Project Cost is $1,000,000.00, as set forth in the attached Exhibit "A". The parties hereto further agree that City shall be totally responsible for the construction and maintenance of said Project, and that County shall only be responsible to City for a contribution, in the form of reimbursement, of $ 500,000.00, which amount shall not exceed Fifty Percent (50%) of the initial and anticipated Project Cost. City and County further agree as follows:

1. Should the final cost of the Project exceed the initial and anticipated Project Costs, City agrees to either reduce the scope of the Project, or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein, and
2. City shall submit timely invoices to County, which invoices shall provide complete information and documentation to substantiate City's charges, and which shall not be for periods of work totaling less than thirty (30) days. County's acceptances of City's invoices are contingent upon City's compliance with County's invoicing procedures. County may withhold any disputed amounts until such time as the underlying dispute is resolved to County's satisfaction, but shall pay all undisputed amounts timely. City understands and acknowledges that occasionally there might be short-term delays in the County's review and processing of invoices. Should such reasonable and necessary delays occur, City agrees that such delays shall not place the County in default of this Agreement.

## Article VII
## Miscellaneous:

I. **Indemnification. County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.**

II. No Third Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.

III. Applicable Law. This PSA is and shall be expressly subject to the County's and City's Sovereign Immunity and/or Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.

IV. Notice. All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

**COUNTY:**

Commissioner Mike Cantrell
Road & Bridge District # 2
1701 N. Collins, Ste. 1000
Richardson, Texas 75080

and

Alberta Blair, Director
Dallas County Public Works
411 Elm Street, Suite 400
Dallas, Texas 75202

**CITY:**

**Dan Johnson, City Manager**

**City of Richardson**

**411 W. Arapaho Road**

**Richardson, Texas 75080**

**With copy to:**

**Peter G. Smith**

**Nichols, Jackson, Dillard, Hager & Smith, L.L.P.**

**1800 Ross Tower**

**500 N. Akard Street**

**Dallas, Texas 75201**

V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.

VI. Binding Agreement; Parties Bound. Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.

VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.

VIII. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.

X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersedes previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.

XI. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by Resolution of the governing body of the City of Richardson.

The City of Richardson, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Dated the ____day of _____, 20___.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the ____day of _____, 20___.

Executed this the _____ day of _____, 20___.

CITY OF RICHARDSON:

_____

LAURA MACZKA
MAYOR

Executed this the _____ day of _____, 20___.

COUNTY OF DALLAS:

_____

CLAY LEWIS JENKINS
DALLAS COUNTY JUDGE

ATTEST:

_____

CITY SECRETARY

APPROVED AS TO FORM:

_____

PETER G. SMITH, CITY ATTORNEY

APPROVED AS TO FORM:
SUSAN HAWK
DISTRICT ATTORNEY

RUSS RODEN
CHIEF, CIVIL DIVISION

_____

SHERRI TURNER
ASSISTANT DISTRICT ATTORNEY

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

## ATTACHMENT "A"

2014 ARTERIAL PAVEMENT REPAIR

2/5/2015

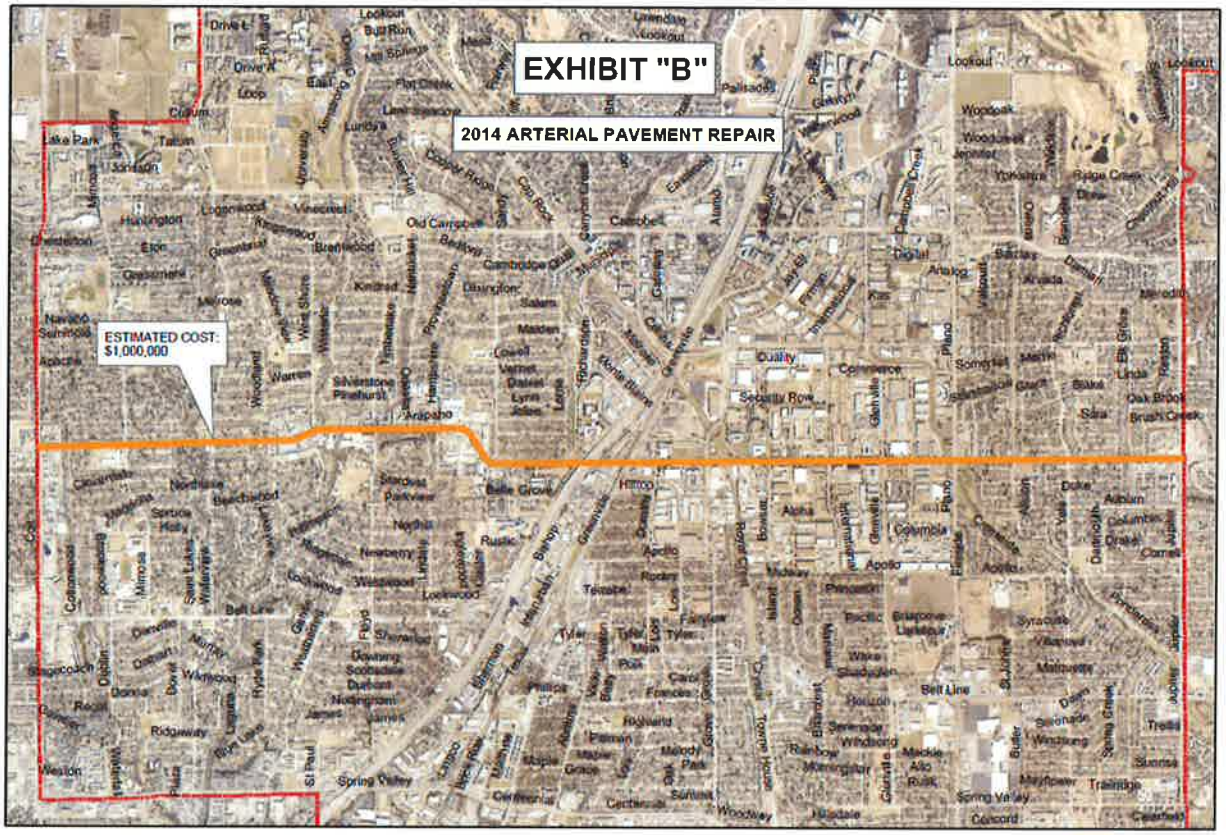
PROJECT ESTIMATE

Arapaho Road – Jupiter Road to Coit Road

| ITEM | UNIT | UNIT PRICE | QUANTITY | AMOUNT |
|---|---|---|---|---|
| FULL DEPTH SAW | LF | $1.00 | 38850 | $38,850 |
| REM/REPL 8"PAVEMENT | SY | $72.00 | 10450 | $752,400 |
| REM/REPL CURB & GUTTER | LF | $30.00 | 1000 | $30,000 |
| PAVEMENT JOINT REPAIR | LF | $15.00 | 350 | $5,250 |
| ASPHALT OVERLAY REPAIR | TON | $150.00 | 890 | $133,500 |
| TRAFFIC CONTROL | EA | $500 | 60 | $30,000 |
| CONSTRUCTION CONTINGENCY | | | | $10,000 |
| | | | ARAPAHO ROAD TOTAL | $1,000,000 |

ATTACHMENT "B"

Map/Diagram of the Proposed Work Site




ARAPAHO ROAD PAVEMENT REPAIR
(COIT ROAD TO JUPITER ROAD)

0 750 1,500 3,000 4,500 6,000 Feet

FEBRUARY 2015

**RESOLUTION NO. 15-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROJECT SPECIFIC AGREEMENT (HEREINAFTER "AGREEMENT") TO THE MASTER AGREEMENT GOVERNING MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS REGARDING SPRING VALLEY ROAD, BY AND BETWEEN DALLAS COUNTY, TEXAS (HEREINAFTER "COUNTY"), AND THE CITY OF RICHARDSON, TEXAS (HEREINAFTER "CITY"), AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** Chapter 791 of The Texas Government Code and Texas Transportation Code Section 472.001 provides authorization for local governments to contract with each other for the performance of governmental functions and services, as well as joint funding of road construction or improvements of road or street projects; and

**WHEREAS**, The City and County entered into a Funding Agreement (FA) for the Spring Valley Road Project on December 18, 2012, by Commissioner Court order 2012-2139 to provide a preliminary feasibility study to define the project and establish a preliminary proposed budget for the City of Richardson's portion of the project; and

**WHEREAS,** the County has entered into an Advance Funding Agreement ("AFA") with the State of Texas by and through the Texas Department of Transportation ("TxDOT") to provide funding in the amount of $3,555,009.00 for the construction of the Spring Valley Road Project by Commissioner Court Order 2014-0209 dated February 11, 2014; and

**WHEREAS**, the City Council has been presented with a proposed Project Specific Agreement to the Master Agreement Governing Major Capital Transportation Improvement Projects regarding Spring Valley Road, by and between Dallas County, Texas, and the City of Richardson, Texas, for the purpose of transportation improvements on Spring Valley Road, MCIP No. 15801, as more fully set forth and described in Attachments "A," "B," and "C" to said Exhibit "A"; 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 the Agreement 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 the terms, provisions, and conditions of the Project Specific Agreement to the Master Agreement Governing Major Capital Transportation Improvement Projects regarding Spring Valley Road, by and between Dallas County, Texas, and the City of

Richardson, Texas, for the purpose of transportation improvements on Spring Valley Road, MCIP No. 15801, a copy of which is attached hereto as Exhibit "A", be, and the same are, hereby approved.

**SECTION 2.** That the City Manager is hereby authorized to execute the Project Specific Agreement to the Master Agreement Governing Major Capital Transportation Improvement Projects regarding Spring Valley Road, on behalf of the City, and any amendments or other instruments related thereto.

**SECTION 3.** 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 23rd day of March, 2015.

CITY OF RICHARDSON, TEXAS

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

APPROVED AS TO FORM:

_____
PETER G. SMITH, CITY ATTORNEY
(PGS:3-11-15:TM 70570)

# EXHIBIT "A"

## DALLAS COUNTY CAPITAL IMPROVEMENT PROGRAM
## PROJECT SPECIFIC AGREEMENT
## TO THE MASTER AGREEMENT GOVERNING
## MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS

This Project Specific Agreement hereinafter called "PSA" to the Master Agreement Governing Transportation Major Capital Improvement Projects ("Master Agreement") is made by and between the City of Richardson, Texas, hereinafter "City", and the County of Dallas, Texas, hereinafter "County", acting by and through its duly authorized officials, for the purpose of Transportation Improvements on Spring Valley Road, MCIP No. 15801, hereinafter called "Project".

**WHEREAS,** the County has requested that it be designated as the Lead Agency for the project and will provide the Project Manager; and

**WHEREAS**, The City and County entered into a Funding Agreement (FA) for the Spring Valley Road Project on December 18, 2012 by Commissioner Court order 2012-2139 to provide a preliminary feasibility study to define the project and establish a preliminary proposed budget for the City of Richardson portion of the project.

**WHEREAS,** the County has entered into an Advance Funding Agreement ("AFA") with the State of Texas by and through the Texas Department of Transportation ("TxDOT") to provide funding in the amount of $3,555,009.00 for the construction of the Spring Valley Road Project by Commissioner Court Order 2014-0209 dated February 11, 2014.

**WHEREAS,** the County will enter into a Project Specific Agreement (PSA) with the City of Dallas to provide funding in the amount of $1,840,651.97 for construction of the Spring Valley Road Project.

**WHEREAS,** Chapter 791 of The Texas Government Code and Texas Transportation Code Section 472.001 provides authorization for local governments to contract with each other for the performance of governmental functions and services, as well as joint funding of road construction or improvements of road or street projects.

**NOW THEREFORE THIS PSA** is made by and entered into by the City and the County, for the mutual consideration stated herein.

**Witnesseth**

### Article I.
### Project Specific Agreement

This PSA is to specifically identify the project, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement and additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporate each of its terms and conditions. All terms of the Master Agreement remain in full force and effect except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

# EXHIBIT "A"

## Article II
## Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order; 2011-1203 dated July 5, 2011, and additions thereto as incorporated herein.
2. Project Scoping Sheets, as shown in Attachment "A".
3. Current Cost Estimates and Funding Sources, as shown in Attachment "B".
4. AFA authorized by Dallas County Commissioner's Court Order 2014-0209 dated February 11, 2014 between Dallas County and the TxDOT, incorporated by reference.
5. PSA with the City of Dallas incorporated by reference.

## Article III
## Term of Agreement

This PSA becomes effective when signed by the last party whose signature makes the respective agreement fully executed and shall terminate upon the completion and acceptance of the Project by Dallas County Commissioners Court and the City of Richardson or upon the terms and conditions in the Master Agreement, Article IV.

## Article IV
## Project Description

This PSA is entered into by the parties for public transportation improvements within the City of Richardson as well as the City of Dallas, Texas. The Project is defined as the design, right-of-way, the construction and reconstruction of Spring Valley Road from Coit Road to Weatherred/Goldmark Drive. The project is defined as reconstruction of two bridges along with pavement replacement of panels, pedestrian improvements and intersection improvements to include traffic signal upgrade and Intelligent Transportation System on Spring Valley Road on the City of Richardson and City of Dallas Master Thoroughfare Plan. An asphalt overlay will be bid as an alternate. The Project limits are from Coit Road to Weatherred/Goldmark Drive, and is hereinafter referred to as the "Project" and as more fully described in Attachment "A". This project will facilitate the movement of public transportation to benefit both the City and County.

## Article V.
## Fiscal Funding

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this **PSA**, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this **PSA** as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this **PSA** or failure of any funding party to budget or authorize funding for this **PSA** during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this **PSA**. In the event that payments or expenditures are made, they shall be made from

current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this **PSA** is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this **PSA**, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this **PSA** as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this **PSA** or failure of any funding party to budget or authorize funding for this **PSA** during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from a separate source or terminate this **PSA**. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

## Article VI
## Agreements

I. County and City Responsibilities:

1. County will be the Lead Agency for the Project.
2. City and County have mutually agreed that the Project limits are from Coit Road to Weatherred/Goldmark Drive. Spring Valley Road is designated a major arterial on the City of Richardson and the City of Dallas Master Thoroughfare Plan.
3. The agreed upon Standard Basic Project Design for the project is as defined in the Project Scoping Sheets, Attachment "A". Such design shall be the Standard Basic Project Design for the Project and specifically does not include asphalt overlay as well as any other Paving and Drainage Amenities or Utility Betterments as defined in the Master Agreement. Paving and Drainage Amenity and Utility Betterment items, which are 100% City cost, are detailed in Attachment "C". All other contract bid items are considered part of the Standard Basic Design. If the City adds relocation or adjustment of City Utilities or Utility Betterments, the City agrees that it will pay 100% of the costs of these additions. These additions may be paid from RTR funding after the Standard Basic Project Design has been paid.
4. The City agrees that County may include any such item as an optional item to the construction bidding. City further agrees to review the bids submitted, the bid specifications, quantities, bid amount and any other item the City shall choose to review and furnish a written acceptance or rejection of the bid within ten (10) days. In the event the bid is accepted, City agrees to encumber $1,895,000.00 as indicated in Attachment "B".
5. The Project will require the acquisition of road right-of-way which is specifically all real property needed or convenient for roadway and/or drainage purposes as shown in the Project design or right-of-way plans and specifically includes all real property outside of the designed right-of-way needed, if applicable, or convenient to the construction, drainage, interface with adjoining streets or alleys, driveways or other access ways or other Project permanent or temporary easements which is approved by City and County. Such right-of-way acquisition shall be the responsibility of the County as Lead Agency.

# EXHIBIT "A"

6. In order to certify compliance with the expenditure of the Project funding for this Agreement, the City agrees to furnish to the County, its Auditor, or its designated representative(s) the unrestricted right to audit any and all accounting and other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditure, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this Agreement (records). City contracts and agrees that all records shall be kept and maintained for a period of time not less than four (4) years from the date of the termination of this Agreement. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request.
7. The results of any audit may be furnished to City for comment. In the event that any audit shall determine that moneys are owed to County such sums are deemed to be due and payable to Dallas County, Texas, within thirty (30) days of the date of an invoice for such cost being deposited in the US Mail, certified mail, return receipt requested.

II. City Responsibilities:

1. City shall execute the necessary agreements for the implementation, design and construction of the Project mutually agreed upon and incorporated herein by this PSA.
2. City shall modify its thoroughfare plan to reflect the appropriate classification if any based on the use and changes made to the road due to construction.
3. This PSA is City approval of the preferred alignment and the proposed estimated budget.
4. City shall provide City Council Resolution commitment to meet the Project funding.
5. City will retain right to review plans, specifications, estimates and other deliverables during preparation of the deliverables under the contract.
6. City shall complete reviews of deliverables and provide comments within 30 days of receipt of such deliverables.
7. City shall coordinate any necessary City-owned utility adjustments for construction of the Project.
8. City shall be responsible for maintaining the roadway, drainage areas, and bridge after the Project is complete.
9. City shall conduct a final Project inspection with Dallas County in order to provide concurrence on final acceptance of Project.

III. County Responsibilities:

1. County shall be the Lead Agency for the Project. County will provide project management of the Project from commencement of planning to completion of construction.
2. County has entered into an AFA with TxDOT for funding participation on construction of the Project.
3. County will enter into a PSA with the City of Dallas for funding participation on construction of the Project.

IV. Funding:

County and City mutually agree to proportionately fund the Direct Project and Program cost as follows:

1. Notwithstanding any provision in the Master Agreement, this PSA, any amendment thereto, or any other agreement between the parties regarding this Project, the total Project cost is estimated at Ten Million Five Hundred Eighty Seven Thousand Six Hundred Sixty Dollars and ninety seven cents ($10,587,660.97) . The County's total obligation to this Project is to provide funding in the amount not to exceed Three Million Two Hundred Ninety-Seven Dollars and no cents ($3,297,000.00), reduced by the County's estimated share of in- house project delivery costs as set forth in Attachment B.
2. Project costs may include all County project delivery costs including but not limited to preliminary scoping and research, preliminary design services, special services, primary design services, inspection, laboratory services and construction.
3. It is estimated that the County will receive funding from TxDOT in the amount of Three Million Five Hundred Fifty-Five Thousand Nine Dollars and no cents ($3,555,009.00) for the construction of the Project.
4. The City of Dallas' total obligation for the construction of the project will be in an amount of One Million Eight Hundred Forty Thousand Six Hundred Fifty One Dollars and ninety seven cents ($1,840,651.97).
5. The City agrees to provide funding for the Project as indicated in an amount of One Million Eight Hundred Ninety-Five Thousand Dollars and no cents ($1,895,000.00). City agrees to encumber an amount adequate for total estimated project costs as determined prior to the commencement of each Project milestone as determined by County within 30 days of notification by County. The City will pay Project costs as invoiced by the County.
6. If the total Project costs excluding paving and drainage amenities or utility betterments should exceed the total Project cost, the City and County agree to amend the project's scope to remain within the current estimated total Project Cost.

## Article VII
## Miscellaneous:

I. No Third Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of City and County that any entity other than City or County receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.

II. Applicable Law. This PSA is and shall be expressly subject to the Sovereign Immunity of County and Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Laws. This PSA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this PSA filed by either City or County shall be in Dallas County, Texas.

III. Notice. Any notice provided for in this Agreement to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two
(2) business days after being deposited in the United States Mail, postage prepaid, certified, returned receipt requested, or registered addressed as follows:

To County: County of
Dallas Director of Public
Works
Dallas County Administration Building
411 Elm Street, Fourth Floor
Dallas County, Texas 75202-3389

To City: City of Richardson,
Texas City Manager
PO Box 830309
Richardson, Texas 75083

With a copy to:
Peter G. Smith
Nichols,Jackson,Dillard,Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

Either party may change its address for notice by giving the other party notice thereof.

IV. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.

V. Binding Agreement; Parties Bound. This PSA has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties, their successors and permitted assigns.

VI. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.

VII. Number and Gender. Words of any gender used in this PSA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

VIII. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.

# EXHIBIT "A"

X. Entire Agreement. This PSA embodies the complete agreement of the parties, supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.

XI. Contingent. This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council. This PSA is also contingent upon the contract between Dallas County and TxDOT and the PSA between Dallas County and the City of Dallas. If the TxDOT agreement terminates, this PSA shall terminate as well.

The City of Richardson, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution_____, dated the_____day of_____, 2015.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number_____and passed on the_____day of_____, 2015.

County of Dallas

_____
Clay Lewis Jenkins, County Judge

_____
Date

City of Richardson

_____
By: Dan Johnson, City Manager

_____
Date

Approved as to Form*:
Susan Hawk District
Attorney

By:_____
Sherri Turner
Assistant District Attorney

Attest:

By:_____
City Secretary / Attorney

Approved as to Form

By:_____
Peter G. Smith, City Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

# ATTACHMENT A

## Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### PROJECT SCOPING SHEETS

**Project Name: Spring Valley Road from Coit to Weathered/Goldmark Road**
**MCIP Project 15801**

SPECIFIC R.O.W. ALIGNMENT DESCRIPTION

City Council approves of the Financing, Construction or Improvement on Spring Valley Road beginning at the intersection of Coit Road and ending at Weatherred/Goldmark Road, with an approximate width of 110' +/- or as otherwise necessary and convenient for construction of the project, as more fully described in the City/NCTCOG Thoroughfare/ Transportation Plan and consent to acquire by condemnation, right of way or easement which Dallas County Commissioners Court determines is necessary or convenient to the project.

| | |
|---|---|
| LEAD AGENCY: | Dallas County Public Works |
| LEAD AGENCY'S PROJECT MANAGER: | Dennis Abraham |
| CONTACT INFORMATION: | (214) 653-7232 |
| PROJECT LIMITS: | Coit Rd to Weatherred Dr on Spring Valley Rd |
| PROJECT LENGTH: | **1 mile** |

## PAVEMENT AND ALIGNMENT TOPICS

PAVEMENT SECTION

PAVING DESIGN CRITERIA: Concrete Panel Replacement

ROW WIDTH:

Existing: 110'+/-

Proposed: 110'+/-

PAVEMENT WIDTH:

Existing: 72' +/-

Proposed: 72 +/-

No. of lanes proposed: 3

# ATTACHMENT A

## Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### PROJECT SCOPING SHEETS

**Project Name: Spring Valley Road from Coit to Weathered/Goldmark Road**
**MCIP Project 15801**

PAVEMENT CROSSFALL:

| | |
|---|---|
| PROPOSED | 2% |
| MINIMUM | 1.8% |
| MAXIMUM | 2% |

MEDIANS

| | |
|---|---|
| MEDIAN WIDTH | Varies between 10' to 6' |

ANY MID BLOCK OPENINGS TO CONSIDER? ☒ YES ☐ NO

ANY SIDE STREETS TOO CLOSE FOR OPENING? ☐ YES ☒ NO

| | |
|---|---|
| STANDARD TURN LANE WIDTH | 11' |
| STANDARD NOSE WIDTH | 3' |

PARKWAY:

| | |
|---|---|
| Proposed Width | 9'-11' |
| Proposed Sidewalk Width | 5'-8' |
| Parkway cross fall slope maximum | 4% |

GRADE REQUIREMENTS:

Is TC 6" below adjacent ground criteria to be followed? ☒ YES ☐ NO

Any deep cuts, high fills? ☐ YES ☒ NO

VERTICAL GRADE:

| | |
|---|---|
| MINIMUM | 0.5% |

# ATTACHMENT A

## Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

## PROJECT SCOPING SHEETS

**Project Name: Spring Valley Road from Coit to Weathered/Goldmark Road**
**MCIP Project 15801**

MAXIMUM 5.7%

CENTERLINE ALIGNMENT POSITION:

IN CENTER OF EXISTING ROW? ☒ YES ☐ NO

OFFSET FROM CENTER? ☐ YES ☐ NO If yes, what distance? ☐

ON BRAND NEW ALIGNMENT? ☐ YES ☒ NO

LEFT TURN LANES: ☒ YES ☐ NO

If yes, are left turn lanes designated or continuous? ☐ DESIGNATED ☐ CONTINUOUS

MINIMUM LENGTH: 200'

MINIMUM STORAGE: 150'

WIDTH: 10.5'

ANY DUAL LEFT TURN LANES? ☒ YES ☐ NO

ANY FREE RIGHT TURN LANES? ☒ YES ☐ NO

CRASH CUSHIONS/ATTENTUATORS INVOLVED? ☒ YES ☐ NO

RAILROAD CROSSINGS INVOLVED? ☐ YES ☒ NO

NOTE: IF CURRENT CROSSING IS NOT USED, IS ABANDONMENT AN OPTION?
☐ YES ☐ NO ☒ N/A

### PAVEMENT STRUCTURE

DESIGN WHEEL LOAD Approximately 40 kips

BUS AND HEAVY TRUCK TRAFFIC? ☒ YES ☐ NO

# ATTACHMENT A

## Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### PROJECT SCOPING SHEETS

**Project Name: Spring Valley Road from Coit to Weathered/Goldmark Road**
**MCIP Project 15801**

| | |
|---|---|
| ROADWAY CLASSIFICATION | Major Arterial |
| MINIMUM PAVEMENT STRUCTURE THICKNESS: | 9" |
| MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS: | 6" |
| DESIGN SPEED | 45 |
| POSTED SPEED | 40 |

DRIVEWAYS

| | |
|---|---|
| MAXIMIMUM RESIDENTIAL GRADE (%) | NA |
| MAXIMIMUM COMMERCIAL GRADE (%) | 10% |
| MINIMUM COMMERCIAL DRIVEWAY WIDTH | 20' |
| SIDE STREET CONSIDERATIONS: | |
| TURNING RADIUS, MINIMUM | 30 deg |
| PAVEMENT THICKNESS | 9" |
| COMMERCIAL DRIVEWAY THICKNESS | 6" |

## DRAINAGE TOPICS

STORM SEWER DESIGN CRITERIA:
☐ TxDOT ☒ CITY ☐ HYDRO-35 ☐ TP-40

INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS) ➢ 3'

MINIMUM COVER FOR LATERALS 2'

BRIDGES/BOX CULVERTS INVOLVED? ☒ YES ☐ NO
If yes, specify involvement: ☒ BRIDGE(S) ☐ BOX CULVERT(S)

pg 4 of 9

# ATTACHMENT A

## Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### PROJECT SCOPING SHEETS

**Project Name: Spring Valley Road from Coit to Weathered/Goldmark Road**
**MCIP Project 15801**

100 YEAR FLOOD PLAIN CONSIDERATION? ☒ YES ☐ NO

If yes, how many feet of freeboard are required? 0.5'

## PERMITS

| | | |
|---|---|---|
| COE 404 PERMITS NEEDED | ☒ YES | ☐ NO |
| TCEQ PERMIT | ☐ YES | ☒ NO |
| CDC PERMIT | ☐ YES | ☒ NO |
| EIS | ☐ YES | ☒ NO |
| ADA PERMIT | ☒ YES | ☐ NO |

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TxDOT, DFW AIRPORT, DART, ETC.? ☐ YES ☒ NO

If yes, please document below:

## UTILITIES

LIST OF ALL KNOWN UTILITIES:

AT&T, ONCOR, Atmos, MCI, Time Warner Cable, DWU, City of Richardson, NTMWD, Richardson ISD

DOCUMENT KNOWN RISKS (TRA lines, Transmission Towers, Lone Star Gas Valve Stations) FOR OUR UTILITY PARTNERS:

ONCOR Transmission, ATMOS Transmission

ARE UTILITIES ON EXISTING STREET R.O.W.? ☒ YES ☐ NO

# ATTACHMENT A

## Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### PROJECT SCOPING SHEETS

**Project Name: Spring Valley Road from Coit to Weathered/Goldmark Road**
**MCIP Project 15801**

DO UTILITIES OWN THEIR R.O.W. OR HAVE PREVIOUS EASEMENTS?
☒ YES ☐ NO
If yes, please describe below:

ONCOR has their own easements for transmission.

HAS WORK ORDER BEEN ISSUED FOR SUE (Subsurface Utility Engineering)?
☒ YES ☐ NO

ANY UNUSUAL CONSIDERATIONS? ☐ YES ☒ NO
If yes, please document below:

Several utilities are hanging on the bridge. Large diameter sanitary sewer in creek.

## R-O-W ACQUISITION

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION ALONG WITH DATA FOR RISK ASSESSMENT: ☐ YES ☒ NO

ANY NON-ROUTINE, i.e., CEMETERY, JUNK YARD, OLD CHURCHES, SERVICE STATIONS, CONTAMINATED SOILS, LANDFILLS, NOISE WALL CONSIDERATIONS, TRAILER PARKS, TREE ORDINANCES? ☐ YES ☒ NO
If yes, please define below:

ANY NON-CONFORMING ISSUES? ☐ YES ☒ NO

R.O.W. MAP NEEDED? ☒ YES ☐ NO

FIELD NOTES NEEDED? ☒ YES ☐ NO

# ATTACHMENT A

## Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### PROJECT SCOPING SHEETS

**Project Name: Spring Valley Road from Coit to Weathered/Goldmark Road**
**MCIP Project 15801**

R.O.W. PLATS NEEDED? ☒ YES ☐ NO

RELOCATION ASSISTANCE INVOLVED? ☐ YES ☒ NO

PARKING/LOSS OF PARKING CONSIDERATIONS? ☐ YES ☒ NO

HISTORICAL SITE CONSIDERATION? ☐ YES ☒ NO

## USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED? TxDOT, COR/COD

ORDER OF PRECEDENCE OF STANDARDS TxDOT, COR

AUXILIARY LANES? ☐ YES ☒ NO

PROVISIONS FOR FUTURE WIDENING? ☐ YES ☒ NO

LANDSCAPING? ☒ YES ☐ NO

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? ☐ YES ☒ NO

STAMPED/COLORED CONCRETE? ☒ YES ☐ NO

IRRIGATION? ☒ YES ☐ NO

BRICK PAVERS? ☒ YES ☐ NO
If yes, please define location(s):

Medians and crossings

STREET LIGHTING? ☒ YES ☐ NO

TRAFFIC SIGNALS? ☒ YES ☐ NO

PAVEMENT MARKINGS? ☒ YES ☐ NO

# ATTACHMENT A

## Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### PROJECT SCOPING SHEETS

**Project Name: Spring Valley Road from Coit to Weathered/Goldmark Road**
**MCIP Project 15801**

BIKE LANES (EXTRA WIDTH)? ☐ YES ☒ NO If yes, specify width: ☐

NEW SIDEWALKS? ☒ YES ☐ NO

BUS TURNOUTS? ☐ YES ☒ NO

BUS STOPS OR BUS SHELTERS? ☒ YES ☐ NO

WATER UTILITY BETTERMENTS? ☒ YES ☐ NO

WATER UTILITY RELOC.? ☒ YES ☐ NO

SAN. SEWER BETTERMENTS? ☒ YES ☐ NO

SAN. SEWER RELOC.? ☒ YES ☐ NO

RETAINING WALLS? ☒ YES ☐ NO

If yes, please specify wall type (stone, blocks, gabions, proprietary types, etc.):

Gabions, cast in place concrete

SOD, SEEDING, TOPSOIL?

☒ SOD ☐ SEEDING ☐ TOPSOIL ☐ OTHER: ☐

DRAINAGE IMPROVEMENTS? ☒ YES ☐ NO

RR CROSSING IMPROVEMENTS? ☐ YES ☒ NO ☐ N/A

GRADE SEPARATIONS? ☐ YES ☒ NO

RAMPS OR CONNECTORS TO TxDOT FACILITIES? ☐ YES ☒ NO

If yes, please specify facility(ies) below:

pg 8 of 9

# ATTACHMENT A

**Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects**

**PROJECT SCOPING SHEETS**

**Project Name: Spring Valley Road from Coit to Weathered/Goldmark Road**
**MCIP Project 15801**

## SPECIAL SCHOOL OR EMERGENCY VEHICLE CONSIDERATIONS

ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE DEPARTMENT REQUIRING SPECIAL CONSIDERATION? ☐ YES ☒ NO
If yes, please list the special consideration(s) below:

## PUBLIC INVOLVEMENT

CITY COUNCIL APPROVAL OF ALIGNMENT REQUIRED? ☐ YES ☒ NO

NEIGHBORHOOD MEETING, REQUIRED? ☐ YES ☒ NO

HAVE ALL NEIGHBOR GROUPS PROVIDED EARLY INPUT?
☒ YES ☐ NO ☐ N/A

IF REQUIRED WHO CONDUCTS, CITY OR COUNTY?
☒ CITY ☐ COUNTY ☐ N/A

DOCUMENT POTENTIAL SITES FOR PUBLIC AND/OR NEIGHBORHOOD MEETINGS:

To be determined by City of Richardson

## CONSTRUCTIBILITY REPORT

FROM INSPECTION STAFF, DOCUMENT ANY AND ALL ISSUES THAT MAY AFFECT PROJECT SCOPE, BUDGET, CONSTRUCTIBILTY, THE PROJECT SCHEDULE AND/OR THE SAFETY OF PROJECT?

The constructability of the bridges will be a challenge as the traffic will be open throughout the construction. The ROW acquisition can delay the project.

# ATTACHMENT B

## Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

### CURRENT COST ESTIMATES & FUNDING SOURCES

**Project Name: Spring Valley Road from Coit Rd. to Weatherred/Goldmark Intersection**
**MCIP Project 15801**

| Shared Cost | | |
|---|---|---|
| **Expenditure** | **Estimated Cost** | |
| Design Consultant | $ | 981,040.00 |
| ROW Acquisition | $ | 450,000.00 |
| Dallas County In House Project Delivery Cost | $ | 562,969.00 |
| Construction | $ | 8,106,437.97 |
| Contingencies | $ | 487,214.00 |
| **Total (Estimated) Project Costs** | **$** | **10,587,660.97** |

| Funding Source | | |
|---|---|---|
| **Source** | **Committed Amount** | |
| RTR | $ | 3,555,009.00 |
| Dallas County | $ | 3,297,000.00 |
| City of Richardson | $ | 1,895,000.00 |
| City of Dallas($229,314.00)* & Dallas Water Utilities ($1,611,337.97) | $ | 1,840,651.97 |
| **Intersection Improvements ($136,537.00)* | | |
| **Sidewalks ($92,777.00)* | | |
| **Total** | **$** | **10,587,660.97** |

# EXHIBIT "A"

Pacheco Koch
DALLAS • FORT WORTH • HOUSTON

ATTACHMENT C

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

Client Name: Dallas County
Project Title: Spring Valley Road Improvements

PK No.: 2223-13.223
Date: 03/04/2015

| TxDOT Reference No. | Bid Item Description | Units | Estimated Quantity | Unit Cost | Total Cost |
|---|---|---|---|---|---|
| Civil - Paving & Drainage | | | | | |
| 100 | Preparing Right of Way | LS | 1 | $ 60,000.00 | $ 60,000.00 |
| 104 | Remove Concrete (Pavement) | SY | 12,060 | 2.00 | 24,120.00 |
| 104 | Remove Concrete (Riprap) | SY | 1,400 | 25.00 | 35,000.00 |
| 104 | Remove Concrete (Curb and Gutter) | LF | 12,105 | 1.50 | 18,157.20 |
| 104 | Remove Concrete (Sidewalk) | SY | 4,113 | 4.00 | 16,451.51 |
| 110 | Excavation (Channel) (Cottonwood Creek Alternative 1) | CY | 2,000 | 10.00 | 20,000.00 |
| 110 | Borrow | CY | 2,900 | 15.00 | 43,500.00 |
| 132 | Excavation (Roadway) | CY | 905 | 8.00 | 7,240.00 |
| 162 | Block Sodding | SY | 5,383 | 4.00 | 21,532.40 |
| 251 | 6" Compacted Subgrade | SY | 13,395 | 3.50 | 46,882.50 |
| 360 | 9" Reinforced Concrete Pavement (New Pavement) | SY | 12,524 | 48.00 | 601,152.00 |
| 361 | 9" Reinforced Concrete Pavement (Full Depth Repair Areas) (Sawcut Included) | SY | 11,020 | 55.00 | 606,089.00 |
| 423 | Retaining Wall (Variable Height per TxDOT Detail RW 1(L) C) | SF | 4,527 | 70.00 | 316,890.00 |
| 423 | Retaining Wall (Concrete Sidewalk Retaining Wall) | CY | 494 | 40.00 | 19,760.00 |
| 423 | Soil Nail Wall (Hunt Branch) | SF | 1,817 | 95.00 | 172,615.00 |
| 432 | Riprap (Conc) (4 in) | CY | 38 | 350.00 | 13,160.00 |
| 432 | Riprap (12"-18" Well Graded Grouted Riprap) | CY | 85 | 150.00 | 12,750.00 |
| 459 | Gabion Wall Structures (Cottonwood Creek Alternative 1) | CY | 508 | 250.00 | 127,000.00 |
| 459 | Gabion Wall Structures (Hunt Branch) | CY | 87 | 250.00 | 21,750.00 |
| 464 | Reinforced Concrete Pipe (12" Class III) | LF | 41 | 60.00 | 2,460.00 |
| 464 | Reinforced Concrete Pipe (18" Class III) | LF | 360 | 45.00 | 16,200.00 |
| 464 | Reinforced Concrete Pipe (21" Class III) | LF | 511 | 50.00 | 25,550.00 |
| 464 | Reinforced Concrete Pipe (24" Class III) | LF | 79 | 55.00 | 4,345.00 |
| 464 | Reinforced Concrete Pipe (30" Class III) | LF | 57 | 75.00 | 4,275.00 |
| 464 | Reinforced Concrete Pipe (36" Class III) | LF | 98 | 90.00 | 8,820.00 |
| 464 | Reinforced Concrete Pipe (48" Class III) | LF | 117 | 140.00 | 16,380.00 |
| 465 | Standard 6' Storm Sewer Inlet | EA | 6 | 2,800.00 | 16,800.00 |
| 465 | Standard 10' Storm Sewer Inlet | EA | 3 | 3,600.00 | 10,800.00 |
| 465 | 3'x3' "Y" Type Inlet | EA | 2 | 4,000.00 | 8,000.00 |
| 465 | 5'x5' Junction Box | EA | 1 | 4,000.00 | 4,000.00 |
| 479 | Adjust Manholes to Finish Grade | EA | 20 | 800.00 | 16,000.00 |
| 479 | Adjust Valves to Finish Grade (Water) | EA | 16 | 650.00 | 10,400.00 |
| 479 | Adjust Meters to Finish Grade (Water) | EA | 5 | 450.00 | 2,250.00 |
| 496 | Remove Structure (2-10'x10' Box Culvert) | LF | 95 | 1,000.00 | 95,000.00 |
| 496 | Remove Structure (Storm Drain Pipe) | LF | 765 | 15.00 | 11,475.00 |
| 496 | Removing Structure (Retaining Wall) | LF | 110 | 50.00 | 5,500.00 |
| 496 | Removing Structures (Approach Slab) | EA | 2 | 16,000.00 | 32,000.00 |
| 496 | Removing Structure (Bridge Piers) | EA | 21 | 400.00 | 8,400.00 |
| 496 | Removing Structures (Inlets) | EA | 9 | 700.00 | 6,300.00 |
| 496 | Removing Structures (Headwall) | EA | 2 | 900.00 | 1,800.00 |
| 496 | Removing Structures (Bridge Deck) | EA | 2 | 20,000.00 | 40,000.00 |
| 496 | Removing Structures (Fire Hydrants) | EA | 6 | 450.00 | 2,700.00 |
| 496 | Removing Structures (Benches) | EA | 1 | 250.00 | 250.00 |
| 496 | Removing Structures (Bollards) | EA | 10 | 20.00 | 200.00 |
| 500 | Mobilization | LS | 1 | 300,000.00 | 300,000.00 |
| 502 | Traffic Control | MO | 14 | 5,000.00 | 70,000.00 |
| 528 | Landscape Pavers (Sidewalk & Crosswalk) | SY | 70 | 65.00 | 4,550.00 |
| 529 | Curb & Gutter (6" Curb) | LF | 12,105 | 5.00 | 60,524.00 |
| 530 | 6" Reinforced Concrete Pavement (Driveways) | SY | 2,085 | 55.00 | 114,653.00 |
| 531 | 4" Reinforced Concrete Pavement (Sidewalk) | SY | 3,505 | 45.00 | 157,729.50 |
| 531 | Barrier Free Ramp (TxDOT Type 2) | EA | 12 | 1,200.00 | 14,400.00 |
| 531 | Barrier Free Ramp (TxDOT Type 7) | EA | 12 | 1,600.00 | 19,200.00 |
| 531 | Barrier Free Ramp (TxDOT Type 8) | EA | 3 | 1,500.00 | 4,500.00 |
| 531 | Barrier Free Ramp (TxDOT Type 21) | EA | 10 | 2,450.00 | 24,500.00 |
| 531 | Barrier Free Ramp (Richardson Type A) | EA | 2 | 2,000.00 | 4,000.00 |
| 531 | Barrier Free Ramp (Richardson Type D) | EA | 10 | 1,500.00 | 15,000.00 |
| 531 | Barrier Free Ramp (Richardson Type F) | EA | 39 | 950.00 | 37,050.00 |
| 536 | Concrete Medians (Median Pavers) | SF | 5,470 | 9.00 | 49,230.00 |
| 536 | Monolithic Median Nose | EA | 15 | 1,600.00 | 24,000.00 |
| 644 | Relocate Small Road Sign Support & Assembly | EA | 17 | 1,100.00 | 18,700.00 |
| 666 | 4" Thermoplastic Lane Marker (Solid White Turn Lane Marker) | LF | 150 | 1.00 | 150.00 |
| 666 | 4" Thermoplastic Lane Marker (White Lane Marker) | LF | 700 | 1.00 | 700.00 |
| 666 | 4" Thermoplastic Lane Marker (Yellow Lane Marker) | LF | 1,400 | 1.00 | 1,400.00 |
| 666 | 6" Thermoplastic Lane Marker (White Crosswalk Marker) | LF | 1,458 | 1.00 | 1,457.60 |
| 666 | 18" Thermoplastic Stop Line Marker | LF | 295 | 2.00 | 590.00 |
| 672 | Class B-II CR (4" Square) Reflective Two-Way White/Red Markers | EA | 326 | 3.00 | 978.00 |
| 672 | Class B-I (4" Square) Reflective One-Way White Markers | EA | 17 | 2.50 | 42.50 |
| 672 | Class B-II AA (4" Square) Two Way Reflective Yellow Marker | EA | 30 | 4.50 | 135.00 |
| 672 | Class B-II AA (4" Square) Two Way Reflective Red/White Marker | EA | 78 | 4.50 | 351.00 |
| 672 | Class C-W (4") Non Reflective Ceramic Markers | EA | 963 | 2.50 | 2,407.50 |
| 672 | Class C-Y (4") Non Reflective Yellow Markers | EA | 93 | 3.00 | 279.00 |
| 672 | Elongated Arrows for Pavement Markings | EA | 6 | 45.00 | 270.00 |
| 9999 | Install Fire Hydrant | EA | 6 | 450.00 | 2,700.00 |
| 9999 | Install Bench | EA | 1 | 650.00 | 650.00 |
| 9999 | Install Bollards | EA | 8 | 70.00 | 560.00 |
| | CIVIL - PAVING & DRAINAGE SUBTOTAL | | | | $ 3,464,661.71 |

Files\Content.Outlook\QAC4GG8X\Spring Valley Attachment C - OPCC.xlsx

1 of 3

# EXHIBIT "A"

| TxDOT Reference No. | Bid Item Description | Units | Estimated Quantity | Unit Cost | Total Cost |
|---|---|---|---|---|---|
| **Electrical & Illumination** | | | | | |
| 782 | Procure and Install 2 in. Metal/PVC Conduit | LF | 12,000 | $ 8.00 | $ 96,000.00 |
| 770 | Install Controller Cabinet Foundation | EA | 4 | 3,500 | 14,000.00 |
| 769 | Install Pedestal Pole Foundation | EA | 4 | 700 | 2,800.00 |
| 785 | Procure and Install Electrical Power Service | EA | 4 | 1,500 | 6,000.00 |
| 841 | Install #6 AWG Street Light Wire | LF | 21,000 | 1 | 10,500.00 |
| 6925 | Trench Excavation Safety and Support | LF | 12,000 | 1 | 12,000.00 |
| 741 | Install Base Mounted Controller and Cabinet | EA | 4 | 5,000 | 20,000.00 |
| 790C | Procure And Install Type "C" Pull Box | EA | 10 | 800 | 8,000.00 |
| - | Roadway Dual Light Fixture Assembly | EA | 35 | 6,500 | 227,500.00 |
| 681A | Street Light Foundation | EA | 35 | 1,100 | 38,500.00 |
| - | Bridge Lighting | EA | 12 | 7,500 | 90,000.00 |
| - | Electrical Utility Fee | LS | 1 | 50,000 | 50,000.00 |
| 798 | Removal of Controller Cabinet | EA | 4 | 300 | 1,200.00 |
| 802 | Removal of Mast Arm Pole Assemblies | EA | 4 | 800 | 3,200.00 |
| 680 | INSTALL HWY TRF SIG (ISOLATED) | EA | 4 | 17,065 | 68,260.00 |
| 8317 | BBU SYSTEM (EXTERNAL BATT CABINET) | EA | 4 | 6,500 | 26,000.00 |
| 686 | INS TRF SIG PL AM (S) 1 ARM (28') | EA | 2 | 5,100 | 10,200.00 |
| 686 | INS TRF SIG PL AM (S) 1 ARM (32') | EA | 2 | 4,600 | 9,200.00 |
| 686 | INS TRF SIG PL AM (S) 1 ARM (36') | EA | 1 | 5,400 | 5,400.00 |
| 686 | INS TRF SIG PL AM (S) 1 ARM (40') | EA | 1 | 6,200 | 6,200.00 |
| 686 | INS TRF SIG PL AM (S) 1 ARM (44') | EA | 2 | 6,400 | 12,800.00 |
| 686 | INS TRF SIG PL AM (S) 1 ARM (48') | EA | 3 | 7,000 | 21,000.00 |
| 686 | INS TRF SIG PL AM (S) 1 ARM (60') | EA | 1 | 14,600 | 14,600.00 |
| 686 | INS TRF SIG PL AM (S) 1 ARM (65') | EA | 1 | 14,100 | 14,100.00 |
| - | Wd Sign Pl 40' | EA | 1 | 5,000 | 5,000.00 |
| 687 | PED POLE ASSEMBLY | EA | 4 | 1,500 | 6,000.00 |
| 416 | DRILL SHAFT (TRF SIG POLE) (48 IN) | LF | 26 | 325 | 8,450.00 |
| 416 | DRILL SHAFT (TRF SIG POLE) (36 IN) | LF | 112 | 250 | 28,000.00 |
| 416 | DRILL SHAFT (TRF SIG POLE) (30 IN) | LF | 82 | 190 | 15,580.00 |
| 682 | VEH SIG SEC (12 IN) LED (GRN ARW) | EA | 11 | 205 | 2,255.00 |
| 682 | VEH SIG SEC (12 IN) LED (GRN) | EA | 37 | 210 | 7,770.00 |
| 682 | VEH SIG SEC (12 IN) LED (YEL ARW) | EA | 11 | 225 | 2,475.00 |
| 682 | VEH SIG SEC (12 IN) LED (YEL) | EA | 37 | 205 | 7,585.00 |
| 682 | VEH SIG SEC (12 IN) LED (RED) | EA | 37 | 205 | 7,585.00 |
| 682 | PED SIG SEC (12 IN) LED (COUNTDOWN) | EA | 28 | 480 | 13,440.00 |
| 618 | CONDT (PVC) (SCHD 80) (3") | LF | 2,455 | 11 | 27,005.00 |
| 618 | CONDT (PVC) (SCHD 80) (3") (BORE) | LF | 1,131 | 21 | 23,751.00 |
| 624 | GROUND BOX TY D (162922) W / APRON | EA | 55 | 775 | 42,625.00 |
| 684 | TRF SIG CBL (TY A) (14 AWG) (12 CONDR) | LF | 544 | 2 | 1,196.80 |
| 684 | TRF SIG CBL (TY A) (14 AWG) (21 CONDR) | LF | 1,860 | 5 | 9,300.00 |
| 684 | TRF SIG CBL (TY A) (16 AWG) ( 3 CONDR) | LF | 2,129 | 2 | 3,193.50 |
| 684 | TRF SIG CBL (TY A) (16 AWG) ( 4 CONDR) | LF | 7,347 | 1 | 7,347.00 |
| 620 | ELEC CONDR (NO. 6) BARE | LF | 5,719 | 1 | 6,862.80 |
| 620 | ELEC CONDR (NO. 6) INSULATED | LF | 394 | 2 | 728.90 |
| 620 | ELEC CONDR (NO. 6) INSULATED | LF | 394 | 2 | 728.90 |
| 620 | ELEC CONDR (NO. 6) INSULATED | LF | 394 | 2 | 728.90 |
| - | Loop 5x5 sawcut | EA | 25 | 250 | 6,250.00 |
| - | Loop 5x40 sawcut | EA | 42 | 950 | 39,900.00 |
| | **ELECTRICAL & ILLUMINATION SUBTOTAL** | | | | **$ 1,041,217.80** |
| **Landscaping** | | | | | |
| - | 4" Reinforced Concrete | SF | 7,012 | $ 5.00 | $ 35,060.00 |
| - | Paver Bands | SF | 1,955 | 22 | 43,010.00 |
| - | 4" Concrete Bands | SF | 339 | 5 | 1,695.00 |
| - | 2" Depth for Decomposed Granite/Gravel | SF | 498 | 2 | 996.00 |
| - | Pedestrian Barrier | EA | 2 | 23,100 | 46,200.00 |
| - | Ashlar Stone Column | EA | 16 | 2,000 | 32,000.00 |
| - | Masonry End Wall | EA | 4 | 14,000 | 56,000.00 |
| - | Pedestrian Guardrail | LF | 630 | 135 | 85,050.00 |
| - | Bridge Monument | EA | 4 | 75,000 | 300,000.00 |
| | **LANDSCAPING SUBTOTAL** | | | | **$ 600,011.00** |
| **Civil - Bridges** | | | | | |
| 403 | Temporary Special Shoring | SF | 10,000 | $ 20.00 | $ 200,000.00 |
| 416 | Drill Shaft (18 in) | LF | 476 | 80 | 38,080.00 |
| 416 | Drill Shaft (36 in) | LF | 1,156 | 160 | 184,960.00 |
| 420 | Class "C" Conc (Abut) | CY | 288 | 850 | 244,800.00 |
| 422 | Reinforced Concrete Slab (CL S) | SF | 18,126 | 14 | 253,764.00 |
| 422 | Approach Slab (HPC) | CY | 167 | 17 | 2,830.50 |
| 425 | Prestressed Concrete Girder (TX28) | LF | 720 | 160 | 115,200.00 |
| 425 | Prestressed Concrete Girder (TX54) | LF | 1,528 | 180 | 274,950.00 |
| 428 | Penetrating Concrete Surface Treatment | SY | 680 | 4 | 2,720.00 |
| 450 | Rail (Ty C402) | LF | 384 | 130 | 49,920.00 |
| 454 | Sealed Expansion Joint (4in) (SEJ-A) | LF | 408 | 90 | 36,720.00 |
| | **CIVIL - BRIDGES SUBTOTAL** | | | | **$ 1,403,944.50** |

# EXHIBIT "A"

| | | | | | |
|---|---|---|---|---|---|
| **Alternative Bid Items (Not Included in Total - Substituted for other items)** | | | | | |
| 110 | Excavation (Channel) (Cottonwood Creek Alternative 2) | CY | 2,400 | $ 10.00 | $ 24,000.00 |
| 340 | 1 1/2" Type "D" DGHMA (Method PG 64-22) (Alternattive) | SY | 47,237 | 7 | 330,659.00 |
| 354 | 1 1/2" Wedge Mill (Alternative) | LF | 11,040 | 2.50 | 27,600.00 |
| 479 | Adjust Manholes to Finish Grade (Alternative) | EA | 41 | 250 | 10,250.00 |
| 423 | Soil Nail Wall (Cottonwood Creek Alternative 2) | SF | 3,357 | 95 | 318,915.00 |
| 423 | Stone Strong Block Wall (Hunt Branch Alternative 2) | SF | 4,055 | 45 | 182,475.00 |
| | | | | | |
| | **ALTERNATIVE BID ITEMS SUBTOTAL** | | | | **$ 893,899.00** |
| | | | | | |
| **TxDOT Standard Items (Not for Bid, Reference Only)** | | | | | |
| | Concrete Median (4" Concrete Instead of Pavers) | SF | 5,470 | 5.00 | $ 27,350.00 |
| | Standard Dual Light Assembly | EA | 35 | 3,000.00 | 105,000.00 |
| | Standard Bridge Light | EA | 12 | 4,200.00 | 50,400.00 |
| 450 | Standard Pedestrian Guardrail (PR3) | LF | 630 | 90.00 | 56,700.00 |
| | | | | | |
| | **TXDOT STANDARD ITEMS (NOT FOR BID, REFERENCE ONLY) SUBTOTAL** | | | | **$ 239,450.00** |
| | | | | | |
| | **TOTAL** | | | | **$ 6,510,000.00** |
| | **DWU IMPROVEMENTS*** | | | | **$ 1,611,337.97** |
| | **TOTAL OPINION OF CONSTRUCTION COSTS** | | | | **$ 8,121,337.97** |

Denotes Upgrade over TxDOT Standard Items
Denotes Complete Amenity
*DWU Improvements- $1,611,337.97 per DWU OPCC

| | | |
|---|---|---|
| **Total Extra Cost of Items over Standard (Yellow Items less Standard Items)** | **$** | **212,330.00** |
| **Total Complete Amenities w/no Standard Item (Green Items)** | **$** | **477,210.00** |
| **City of Richrdson 100% Cost Total** | **$** | **689,540.00** |

**RESOLUTION NO. 15-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, ADOPTING THE CITY OF RICHARDSON PUBLIC ART MASTER PLAN, ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO IMPLEMENT THE PLAN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council of the City of Richardson, Texas, supports the implementation of the Public Art Master Plan to help create vibrant and viable visual arts throughout the community; and

**WHEREAS,** the City Council has reviewed the Public Art Master Plan, attached hereto as Exhibit "A, and finds that it is in the best interests of the citizens of Richardson; and

**WHEREAS,** the City Manager is authorized to take the necessary action to implement the Public Art Master Plan;

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

**SECTION 1.** That the City Council of Richardson, Texas, hereby adopts the City of Richardson Public Art Master Plan attached hereto as Exhibit "A". The City Manager is hereby authorized to take the necessary action to implement the Plan.

**SECTION 2.** That all provisions of the resolutions of the City of Richardson, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

**SECTION 3.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Resolution which shall remain in full force and effect.

**SECTION 4.** 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 23rd day of March, 2015.

CITY OF RICHARDSON, TEXAS

_____
MAYOR

APPROVED AS TO FORM:

_____
PETER G. SMITH, CITY ATTORNEY
(PGS:03-18-15:TM 70719)

ATTEST:

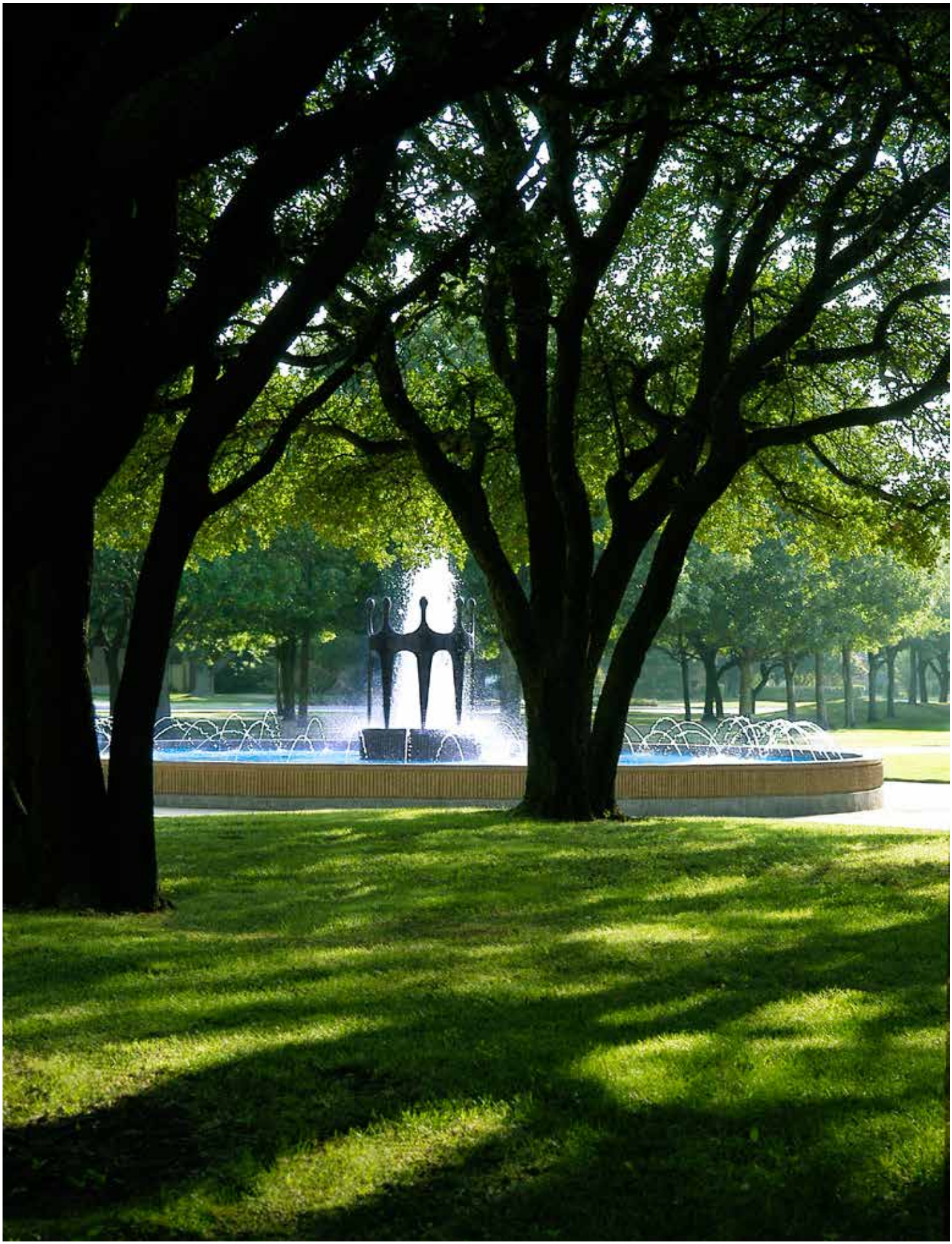
_____
CITY SECRETARY

# CITY OF RICHARDSON
# PUBLIC ART MASTER PLAN

# CITY OF RICHARDSON **PUBLIC ART MASTER PLAN**

MARCH 23, 2015

PREPARED BY:
Meridith C. McKinley / Via Partnership
Todd W. Bressi / Urban Design • Place Planning • Public Art



cover image: Jeff Laramore, *Rocket*, Heights Park, Richardson, Texas.

preceding page image: Civic Center Fountain, Richardson, Texas.

# TABLE OF CONTENTS


I. Executive Summary 6

II. Introduction 10

III. The Big Picture 12

IV. Public Art Opportunities 14

- Local Identity 14
- City Image 24

V. Administrative Guidelines 34

- Definitions 34
- Planning Tools 36
- Sources and Uses of Funds 38
- Staffing 41
- Standard Project Management and Review Process for City Projects 42
- Public Art in Private Development 44
- Review Process for Gifts and Loans 45
- Acceptance of Gifts and Loans 46
- Criteria for Review 47
- Public Art Waivers 48
- Review of Murals 49
- Coordination of Richardson's Exhibition Spaces 50
- Collection Management 51
- Roles and Responsibilities 54
- Art Selection Panel 56

Appendix A Acknowledgements 58

Appendix B Imagine Art Here! Richardson 60

# I. EXECUTIVE SUMMARY

**It is a great time to be talking about and planning for public art in Richardson.**

It is a great time to be talking about and planning for public art in Richardson.

Richardson is changing and growing. As part of that growth, both the City and private developers have already taken the initiative to commission public art. And the Rocket project in Heights Park demonstrated successful integration of public art into a capital project, as well as a process for commissioning art projects that was respectful and inclusive of the community where the art is sited.

Developing a formal public art program was also one of the recommendations in the City's Cultural Arts Master Plan, adopted in the spring of 2013. The Cultural Arts Master Plan wove public art recommendations throughout, and saw public art as one of many tools that could promote Richardson, boost cultural tourism, cultivate innovation, develop a new generation of arts participants, and support the development of cultural clusters.

With all of this energy focused on public art, the time was right to engage in a planning process that formally establishes a Public Art Program for the City of Richardson, sets a vision for public art, imagines the types of projects to be commissioned, and puts administrative processes in place that will ensure the success of these projects.

In late 2013, the consulting firm Via Partnership, working collaboratively with urban planner and designer Todd W. Bressi, was brought on board to facilitate the development of a Public Art Master Plan. To develop the plan, the consultants worked closely the City Manager's Office, an external task force comprised of members of the Richardson community, and an internal task force comprised of City staff from departments that will have a role in the successful implementation of the plan.

The planning process included a community workshop called "Imagine Art Here" on June 11, 2014 at which approximately 45 people gathered at Huffhines Recreation Center to help shape a public art vision for Richardson and provide critical input into identifying locations for and approaches to public art throughout the community.

The planning team also conducted one-on-one interviews, roundtable discussions with local artists and art faculty at University of Texas at Dallas, and

Eisemann Center, Richardson, Texas.

a tour of public art in Dallas with the internal and external task forces and the Cultural Arts Commission.

The resulting plan outlines recommendations for vision for public art in Richardson, potential public art opportunities, and an administrative structure for Richardson's Public Art Program.

## VISION

Public art in Richardson will inspire a spirit of curiosity, openness and civic purpose.

## PROJECT OPPORTUNITIES

This vision will be accomplished through public art projects that support **local identity** and that shape Richardson's **city image**. Local identity projects create or convey a distinct character for Richardson's neighborhoods and business districts. They reflect the city's history, culture and sense of place. City image projects contribute to the overall look, feel and image of Richardson, as perceived both by residents and visitors from the region and beyond. They reflect broad themes that are associated with Richardson, are related to citywide infrastructure or are located in places that serve residents and businesses from throughout the city and visitors from beyond.

The Public Art Opportunities section of this plan outlines a variety of exciting, innovative and community-building public art projects that support building both local identity and city image. Many of these opportunities address potential future capital project and private development projects, and relate to Richardson's evolving public realm. Others address existing places that could be host to permanent or temporary works of art.

Projects that support local identity include public art commissions at parks and recreational facilities and City facilities that have a high level of community use; public art as a component of Neighborhood Vitality Projects; art projects

focused on Richardson's existing and emerging public gathering places, and public art integrated into streetscape.

Projects that support city image include an iconic artwork that becomes a symbol of the community, artwork that creates a distinctive identity for the Central Trail and other trails, temporary art platforms for rotating public art exhibitions, new media art projects at the community's major fairs and festivals, and public art in conjunction with the potential redevelopment of the Central Expressway.

Imagine Art Here! Workshop, June 11, 2014, Huffhines Recreation Center.

## ADMINISTRATIVE FRAMEWORK

The Public Art Master Plan also recommends key administrative steps that will be necessary for the City of Richardson to realize these projects. The plan recommends that the Public Art Program be staffed through the City Manager's office and that ongoing oversight for the program should rest with the Cultural Arts Commission. City Council would review and approve budgets, plans, artist selections and project proposals. The City Manager's office would facilitate budget and policy development, and would be responsible for managing the day-to-day aspects of the program.

Funding for public art would come from a number of sources. Support for the administration of the public art program would come from the City's General Fund. A percent of future bond propositions that are identified for parks and recreation and city facilities focused on interaction with the public could be set aside in a Percent for Art Fund. In addition, a portion of the growth in the Hotel / Motel Fund would support projects.

In addition, the Public Art Master Plan addresses administrative procedures regarding the review of gifts and loans, the review of murals, and collection management.

## NEXT STEPS

With the adoption of the Public Art Master Plan, the real work of building the Public Art Program begins. To get started, the City should begin with these important tasks:

1. ***Draft and finalize ordinances and resolution related to public art.*** The ordinance establishing the Cultural Arts Commission should be revised to update their responsibilities. In addition, the City should take steps to formally adopt a policy or resolution to formalize the Percent for Art funding mechanism.

2. ***Launch a communication plan.*** The City should place information about the plan on the City's website, and consider making materials targeted for specific audiences, focusing first on developers, to explain the Public Art Program and how it works.

3. ***Development of the first Annual Public Art Work Plan and Budget.*** The City Manager's office, working with the Cultural Arts Commission will develop the first Work Plan and Budget, which will outline available funds and public art initiatives for the coming year. The document should specifically identify General Fund allocations for conservation of existing public art and communications about the public art collection, and propose allocations from the Hotel/Motel Fund to be dedicated to public art and what project(s) those funds would support.

# II. INTRODUCTION

**Arts and Culture is an important part of the conversation about the quality of life in Richardson.**

Richardson, Texas, is a successful "inner-ring" suburb in the Dallas–Fort Worth Metroplex. Its status has been measured by the desirability of the city as a place to live for a broad cross-section of society, by its continually dynamic economy, and by its success in building a level of public infrastructure and public services that enjoy broad support from the community.

Even so, Richardson is continually evolving. It is in competition with surrounding communities, as well as the exurban edge, to attract and retain businesses and residents who can sustain its culture of innovation. Its leading institutions are diversifying to include not only business but also higher education. As time goes on and as the city matures, its residents are interested in reflecting on the city's sense of itself, both in terms of its historical legacy, its current transformations and its future prospects. Though there are greenfields tracts left to develop, the city's leadership recognizes that Richardson needs to look at a new generation of growth through infill redevelopment, and that the City's capital investments should focus on upgrading and replacing existing infrastructure, rather than accommodating expansive new growth. This type of development will precipitate more vigorous discussion about the city's character and quality of life.

Arts and Culture is an important part of the conversation about the quality of life in any city. Richardson is mobilizing on that front, having completed a Cultural Arts Master Plan in 2013. The plan noted: "Public art, cultural clusters, enlivening the pedestrian experience, and urban design guidelines have all been proposed to further enhance the experience of living in Richardson."

A key recommendation was that Richardson should develop a ten-year public art master plan – a recommendation that launched this effort – and should create a dedicated public art program. The City of Richardson commissioned this plan, which was prepared by the consulting team of Meridith McKinley (Via Partnership) and Todd W. Bressi (Urban Design • Place Design • Public Art), who were already familiar with Richardson because they had facilitated the commissioning of the Heights Park "Rocket" project. The team met multiple times with internal and external advisory task forces, reviewed numerous city plans and policies, and organized a tour of regional public art programs and

Family 4th of July Celebration, Breckinridge Park, Richardson, Texas.

facilitated a public workshop called "Imagine Art Here!" after which they drafted this plan.

In a region with strong municipal public art practices, Richardson lags, and this master plan is an opportunity to make a statement about public art that is appropriate and unique to Richardson at this point in its history. The Cultural Arts Master Plan also made several recommendations: install technology-focused public art citywide, consider public art installations as critical identifiers of cultural clusters, install interactive public art and install public art throughout the city that connects all areas.

This master plan process surfaced other important goals for a public art program — namely, that public art also reflect aspects of the city's character in addition to technology and innovation. Richardson regards itself as a place that is open and tolerant and that has a cohesive sense of civic purpose, expressed in part by its investment in well-designed civic infrastructure. This plan, while ostensibly proposing a public art strategy for Richardson, also considers the relationship of public art to cultural areas, human scale, neighborhood histories and the overall design and appearance of the city.

The measures of a public art program are both the projects it produces and the creative growth that it inspires. In Richardson, the public art program will look to mobilize a broad cross section of people — community leaders, city officials, developers, university-based art and science researchers, and creative entrepreneurs, around the organization of public art projects. This plan, it is hoped, with help the city not only to create artworks that carry on Richardson's traditions, but also to stimulate a new generation of creative activity and collaborations that will shape the city's sense of place, and its sense of itself.

# III. THE BIG PICTURE

**Public art in Richardson will inspire a spirit of curiosity, openness and civic purpose.**

## VISION

Public art in Richardson will inspire a spirit of curiosity, openness and civic purpose.

This will be accomplished through carefully selected projects that:

- Reinforce the city's design character and urban pattern;
- Express the identity of Richardson's residential neighborhoods and business districts;
- Embrace the city's ongoing diversification – culturally, economically and creatively;
- Engage people, inspire them and make them stop and think, and
- Display the vibrancy of Richardson's history, accomplishments and the technology contributions it has made to the world.

## MISSION

The City of Richardson Public Art Program will:

- Commission public art at City parks, facilities and in City infrastructure,
- Assist developers in commissioning public art that fulfills the goals of this plan, and
- Foster creative collaborations that result in the presentation of public art throughout the city.

image following page:
Cultural Arts Commission and Master Plan Advisory Committee members in front of *Traveling Man* by artists Brad Oldham and Brandon Oldenburg in Dallas, Texas.

# IV. PUBLIC ART OPPORTUNITIES

**Public art can create or convey a distinct character for Richardson's neighborhoods and business districts.**

Public art can contribute to Richardson's visual, cultural and civic identity in many ways. The City's Public Art Program should focus on supporting the following types of projects — whether they are commissioned by the City directly, by developers or by other organizations:

- Projects that support **local identity** because they reflect the city's history, culture and sense of place, and because they are located in places that are anchors of Richardson's neighborhoods and business districts.
- Projects that shape **city image** because they reflect broad themes that are associated with Richardson, are related to citywide infrastructure or are located in places that serve residents and businesses from throughout the city and visitors from beyond.

## LOCAL IDENTITY

Public art can create or convey a distinct character for Richardson's neighborhoods and business districts.

As an older, "inner-ring" suburb, Richardson benefits from neighborhoods and business districts that grew at different points in Richardson's history, resulting in a broader range of architectural styles and a more economically and culturally diverse community than many of its neighbors. However, as Richardson benefits from continued development, redevelopment and growth, the city struggles to ensure that its neighborhoods and commercial areas do not become homogenous, and that local areas retain a unique sense of place.

The Public Art Program can support the development of local identity through individual art projects that tell the stories that make Richardson's neighborhoods unique, as can be seen in the Heights Park Rocket project, and in the historic features that were incorporated into the design of Durham Park. These projects can feel engaging, welcoming and inclusive, as if they have grown out of the communities where they are located. Local projects can also have impact on the social fabric of the community, by inviting community participation, interaction and dialogue.

The Public Art Program can also support the development of local identity through individual art projects that both reflect Richardson's overall commitment to design quality and help a unique visual identity for both neighborhoods and commercial areas.

The public art project opportunities outlined below support the ongoing development of distinct "local identity" throughout Richardson. They include:

1. **Parks and Recreational Facilities**
2. **City Facilities**
3. **Neighborhood Projects**
4. **Gathering Place Projects**
5. **Streetscape Projects**

Snohetta and ArchiTexas, College Park Pavilion, Dallas, Texas.

## LOCAL IDENTITY 1/PARKS AND RECREATIONAL FACILITIES

Parks and recreational facilities play a central role in the community life of Richardson. They provide places for active recreation, quiet respite and the enjoyment of natural beauty, and they can be anchors of community identity.

Richardson currently has thirty-two parks and open spaces and one park under construction, organized as a hierarchy that includes pocket parks, neighborhood parks, community parks, greenways and one regional park. The City also has two recreation centers, a senior center, a gymnastics center and an outdoor tennis center. The City's Parks, Recreation and Open Space Master Plan includes the completion of Breckenridge Park and updating of existing facilities.

### Identifying Park and Recreational Facility Opportunities

Richardson's parks and recreational facilities are a prime opportunity for public art because of the role they play in community life, and because they are places where people can engage with artworks most closely. Unfortunately, public art resources are limited and it will take time for each of the community's parks and recreational facilities to include works of art. The following criteria should be

used to prioritize which parks and recreational facilities should be candidates for public art projects.

- Priority should be given to parks and recreational facilities where there is a major capital project proposed that would enable the public art to be integrated into the overall construction project.
- Priority should be given to Community and Regional Parks (Breckinridge, Cottonwood and Huffhines), though Neighborhood, Mini-Neighborhood and Pocket Parks may also provide a good opportunity if there is a major capital project underway. Heights Park should not be a priority because public art was recently commissioned there.

**Goals for Park and Recreational Facility Public Art Projects**

Public art in parks and recreational facilities provides an opportunity to reflect the unique character of neighborhoods and the natural landscape. Precedent projects, such as the Rocket at Heights Park and the brick design element in the pavilion at Durham Park, tell a story about the surrounding neighborhood, reinforcing the neighborhoods distinct qualities and histories.

Public art in Richardson parks and recreational facilities should address some or all of the following goals:

- Reveal or tell the stories that have most shaped the specific neighborhood or the entire Richardson community.
- Complement and enhance the visual appearance and design of the park or facilities.
- Strengthen and enhance gathering places.
- Inspire ideas and connections between art, science and nature.
- Encourage and promote sustainability.
- Be both playful and thoughtful.

**Artist Scope of Work**

In parks, artists could be commissioned to develop site-specific, stand-alone works of art, such as the Rocket in Heights Park. Strong consideration should also be given to commissioning artists to integrate their work into the park features and infrastructure, such as artist-designed pavilions, play sculptures, plazas, bridges, gathering areas and stormwater management.

In recreation facilities, the specific opportunity and scope of work should be developed in consultation with the architect and landscape architect for the facility, if the art is commissioned in conjunction with a major capital project. Consideration should be given to work that:

- Addresses the arrival experience, either on the outside or inside of the facility, or both.
- Addresses the main gathering or communal spaces within the facility.
- Supports the City's sustainable design goals through artist-designed cisterns, bioswales or rain gardens or other environmental systems.

### Implementation

When the City of Richardson commissions public art in parks, the projects should be managed through the City's standard commissioning process. They should be funded through the City's Percent for Art Fund.

From time to time, private developers may develop parks that will either be donated back to the City or maintained by the City. When developers commission public art for parks, developers are required to further the vision, mission and opportunities as defined in this plan. In addition, the City shall review and approve the artist concept.

The public art budget for any major park development should be a maximum of 2% of the capital construction project for that specific park or recreation facility.

Cao+Perrot Studio, Willow, Grand Prairie, Texas.

## LOCAL IDENTITY 2/CITY FACILITIES

The City owns and operates a range of public facilities, including City Hall, the Richardson Public Library and public safety facilities.

### Identifying Opportunities in City Facilities

Though many of Richardson's facilities are good candidates for public art, not all will be. The following criteria should be used to prioritize which facilities should be considered for public art projects.

- Priority should be given to City facilities where there is a major capital improvement, such as new construction or major renovation that is taking place and would enable the public art to be integrated into the overall construction project.
- Priority should be given to City facilities that are purpose-built for community use, i.e.: libraries and City Hall.
- City facilities that are not purpose-built for community use, but are in a prominent, highly visible, gateway location with a high volume of car or pedestrian traffic should be considered for public art projects.

### Goals for City Facility Public Art Projects

As with parks, many City facilities are the centers of community activity. Public art can help add to the richness and welcoming nature of these places.

Public art in City facilities should address some or all of the following goals:

- Create a unique identity for the facility that is relevant to the neighborhood or business context.
- Enhance and complement the facility design.
- Complement the facility's use.
- Encourage and promote sustainability.

### Artist Scope of Work

If the art is commissioned in conjunction with a major capital project, the specific opportunity and scope of work should be developed in consultation with the architect and landscape architect for the facility. Consideration should be given to work that:

- Addresses the arrival experience, either on the outside or inside of the facility, or both.
- Addresses the main gathering or communal spaces within the facility.

### Implementation

When the City of Richardson commissions public art in City facilities, the projects should be managed through the City's standard commissioning process. They projects should be funded through the City's Percent for Art Fund.

The public art budget for any city facility should be a maximum of 2% of the capital construction project for that facility (if applicable)

Diana Kersey, Mulberry Bridge, San Antonio, Texas.

## LOCAL IDENTITY 3/NEIGHBORHOOD PROJECTS

The Neighborhood Vitality Program was established by the City of Richardson to create an improved image for older neighborhoods that is consistent with new residential development, and to provide incentives for people to make continued investment into their homes and properties. Monies have been allocated for the Vitality program in each of the past three bond programs. The Matching Fund Beautification Program was established to assist neighborhoods in enhancing the landscaping and aesthetics in their neighborhood.

Typically, the City holds a call for Neighborhood Vitality and Matching Fund Beautification projects, inviting all homeowner / neighborhood groups to apply for funds for improvements that will heighten the individual identity of their neighborhoods. Typical projects have included gateways with landscaping and feature walls at neighborhood entrances.

### A Framework for Neighborhood Public Art Projects

Public art should be made an allowable expense for Neighborhood Vitality Projects, if integrated into neighborhood infrastructure. In the next round of applications for Neighborhood Vitality projects, neighborhoods should be given the option to request to work with an artist to develop unique, site-specific design elements that could be incorporated into neighborhood markers, bridge pilasters, wall endcaps and other elements of infrastructure that the neighborhood is requesting. In addition, it is recommended that support (i.e. concrete footing, lighting) for neighborhood projects that include a public art component be an allowable expense under the City's Matching Fund Beautification Program if reviewed and approved by City staff.

### Goals for Neighborhood Public Art Projects

Public art as part of Neighborhood projects should address some or all of the following goals:

- Enhance and complement neighborhood infrastructure.
- Help create a unique identity for the neighborhood.
- Collectively, help create a distinctive identity for all of Richardson.

**Artist Scope of Work**

Works will be integrated into neighborhood infrastructure and could take the form of hand-made tile inserts, mosaics, cut metal designs, or other elements. Artists would work within the spaces prescribed by the infrastructure designer, or would work collaboratively with the designer to identify the appropriate spaces.

**Implementation**

During the review process of the Neighborhood Vitality applications, staff responsible for overseeing public art from the City Manager's Office will review requests for public art and make recommendations regarding which projects should be funded and an appropriate budget for those projects. The budget for art projects should not exceed 10% of a neighborhoods overall project budget.

Based on the types of projects of interest to neighborhoods, the Cultural Arts Commission would develop a roster of pre-qualified artists that could be considered for these projects. The City Manager's office would facilitate the selection of an artist from roster with the neighborhood and work with the artist to develop concept(s) to present to the neighborhood.

Public art as part of Neighborhood Vitality projects should be funded through City funds allocated for Neighborhood Vitality projects. In the next round of Neighborhood Vitality projects, the amount of funding for public art should be limited to support three to five public art projects.

Richard Deutsch, *Pod and Against the Day*, Chevy Chase, Maryland.

## LOCAL IDENTITY 4/GATHERING PLACES

Richardson's parks, libraries and recreation centers are places of community gathering. However, Richardson lacks urban open spaces, such as a civic square or other shared Gathering Places that anchor the community.

As Richardson continues to develop and redevelop, and as the City emphasizes placemaking in its planning, zoning and urban design, these Gathering Places are emerging. They include zones within the Galatyn Park area, the Civic Center, new public spaces being created by developments at CityLine and Palisades,

Roxy Paine, *Conjoined*, Madison Square Park, New York

and potential new development elsewhere in the City, especially in the Main Street area. These emerging Gathering Places are characterized by their accessibility (including pedestrian access), welcoming and comfortable nature, and proximity to restaurants and shopping.

**Identifying Gathering Place Public Art Opportunities**

For the purposes of this plan, a Gathering Place is an outdoor, public place generally located within an area that has one or more use (civic, commercial, retail and/or residential) and that is designed with the intent for social interaction and other passive, non-recreational activities.

Gathering Places are, by their nature, complex and layered. Some will be designed, developed and owned by the City, others by private developers, still others by other public agencies, such as DART. And some will be built and managed by a combination of stakeholders.

Because Gathering Place art projects will not necessarily be tied to Capital Projects, identifying art opportunities will be an important first step for the City and the Cultural Arts Commission in accomplishing these types of projects. There are two main tools for doing this.

- Potential sites for Gathering Place public art opportunities should be identified in Area Plans. Area Plans can provide guidance to the City for City-owned sites and as the starting point for discussions with developers who are being asked to commission public art on their development sites. Some of the identified "public open spaces" in area plans might be conducive to the development of Gathering Places.

- The Cultural Arts Commission and City Manager's Office should identify potential City-owned sites and appropriate budgets through the process developing an Annual Public Art Work Plan.

The following criteria should be used in evaluating whether a Gathering Place should be considered for a public art project:

- Does the place currently meet the definition of Gathering Place or have the potential to evolve into one?

- Priority should be given to newly developed Gathering Places (either through new development or redevelopment) that would enable the public art to be integrated into the overall construction project.

**Goals for Gathering Place Public Art**

Specific goals should be established for each project, but in general, public art for gathering places should:

- Anchor or help pull together the space around it.

- Reflect and emphasize the unique identity of that particular place, becoming well-known symbols for the area where it is located.

**Artist Scope of Work**

The artistic approach for each place will be different depending on the design approach to the public space. Artists could be invited to create a sculpture, fountain or other element that marks the space, or could be involved elements of the design or the public space, or both.

**Implementation**

The implementation strategy for Gathering Place projects will depend on where the project is located, who owns and is responsible for the site, and who is taking the lead on commissioning or acquiring the artwork.

When the City of Richardson takes the lead in commissioning a Gathering Place project, it will most likely not be tied to a related Capital Project, unless the site is tied to a Park, Recreation Facility or City Facility. When led by the City, the project will go through the City's standard commissioning process. If not tied to Capital Projects, funding would come through the Hotel / Motel Fund, TIF 1, private fundraising, or another source.

Gathering Places could also be an opportunity to seek out a donated work of art or a temporary loan.

The public art budget for any Gathering Place project should be determined based on the goals, scope, scale and other specific circumstances related to the project. However, in most cases, the budget should be a minimum of $100,000.

Mark Reigelman, Wrap, Cleveland, Ohio.

## LOCAL IDENTITY 5/STREETSCAPE

Both the City and private developers build new pedestrian-oriented streetscapes and update existing streetscapes. Some of these projects may offer opportunities for artworks to be integrated into the streetscape design.

### Identifying Opportunities for Streetscape Projects

The opportunities for streetscape projects are limited, but could include pedestrian-oriented streetscape projects led by the City in the Main Street/ Downtown area, or new streets built by developers in pedestrian-oriented, mixed-use developments. In determining the most appropriate use of public art resources, these opportunities should be weighed against other public art opportunities in these areas.

### Goals for Streetscape Projects

While the goals for each project should be developed with the site and community in mind, the following are general goals related to streetscape projects:

- Create a visual statement that cannot be achieved with standard street furnishings.
- Create a unique, unifying visual identity for the area or district.
- Be durable, maintainable and replaceable.

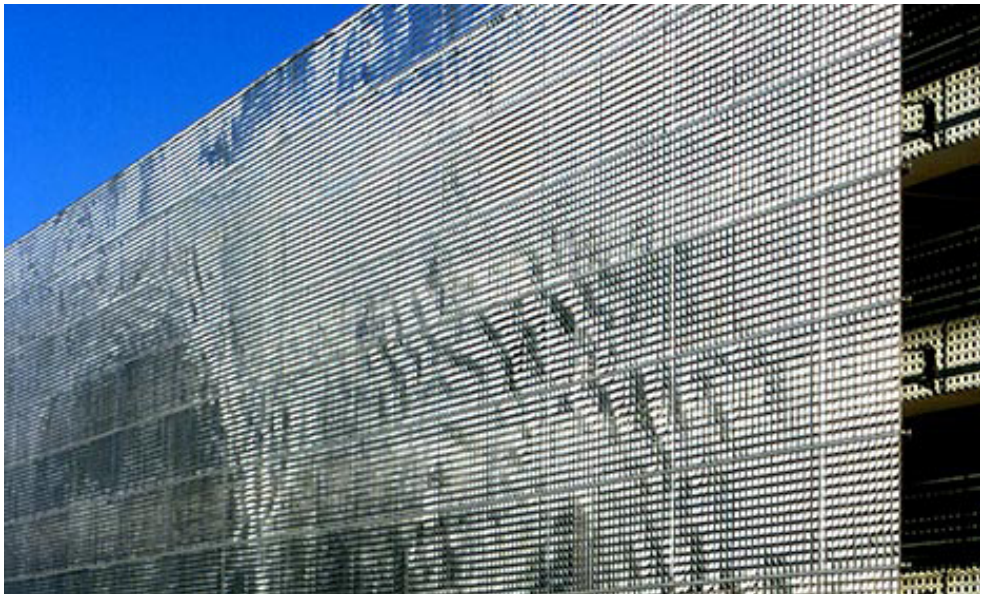
### Artist Scope of Work

For streetscape projects, the preferred scenario would be for the artist to work in close collaboration with the landscape architecture team that is designing the streetscape. Generally, the nature, scale, site and materials of the artist

intervention would be identified through collaborative dialogue, and would become a seamless element of the streetscape design. However, in some cases, the commissioning entity may identify the specific type of artist intervention (i.e.: paving pattern, street furnishings, etc.).

**Implementation**

Projects led by the City should be managed through the City's standard commissioning process.



Ned Kahn, *Gateway Village*, Charlotte, North Carolina.

## CITY IMAGE

Public art can help contribute to the overall look, feel and image of Richardson, as perceived both by residents and visitors from the region and beyond.

Public art can capture the essence and the meaning of Richardson, what people believe the city is all about. Whether they are carefully commissioned iconic art projects, artists addressing major infrastructure systems, or ongoing series of temporary projects that become an evolving part of the city's narrative, public art can demonstrate unity throughout the city and a commitment to quality of life.

In addition, when people think of Richardson, they should think about art and design as one of its memorable, defining factors. Public art projects that address large-scale infrastructure systems, such as the Central Trail and the Central Expressway, can create a distinctive and unique identity for Richardson. When added up, the Local Identity projects, described above, also make a citywide impact in terms of how people perceive Richardson.

The public art project opportunities outlined below support the ongoing development of "city image" in Richardson. They include:

1. **Iconic Artwork**
2. **Trails Public Art**
3. **Temporary Art Platforms**
4. **New Media Art**
5. **Central Expressway Infrastructure Projects**

Janet Echelman, *She Changes,* Porto, Portugal.

## CITY IMAGE 1/ICONIC ARTWORK

Over time, the City of Richardson should consider commissioning an iconic artwork. This would be a work that is large-scale, in a highly-visible site that is embraced and used by the entire community, and comes to be well-known symbols of the community.

**Identifying Opportunities and Sites for Iconic Artwork**

Identifying a location will be an important first step for the City and the Cultural Arts Commission. A site for an iconic artwork could be established in an Area Plan. The potential site should take into consideration the following:

- Be part of a larger project where the entire site is being designed and developed and the artwork can be thoughtfully considered as part of the whole.
- Visibility should be a consideration, but the work should not be a "drive-by" only. The works should be able to be enjoyed on foot as well as by vehicle. Pedestrian and bicycle access should be a priority.
- The location should be somewhere that the entire community feels some ownership of. A central location would be preferable to somewhere identified with a specific neighborhood.
- Sites that meet the criteria for "Gathering Place" as described above, but would accommodate the scale of an iconic work, could also be considered.

Potential sites might include Galatyn, when the next phase of development occurs, or the Civic Center when City Hall is redeveloped. Other sites may emerge through future City planning or private development.

### Goals for an Iconic Artwork

An iconic artwork in Richardson should:

- Reflect the spirit of Richardson.
- Be highly visible and memorable.
- Be appropriate scale to site and fit the context of the space.
- Become well-known symbol of the community.

### Artist Scope of Work

The artistic approach will depend on the site and the design approach to the surrounding public space. Artists could be invited to create a sculpture, fountain or other element that marks the space, and could also be involved designing elements of the public space.

### Implementation

The implementation strategy for an Iconic Artwork will depend on where the project is located, who owns and is responsible for the site, and who is taking the lead on commissioning or acquiring the artwork.

When the City of Richardson takes the lead in commissioning an Iconic Artwork, it will most likely not be tied to a related Capital Project. When led by the City, the project will go through the City's standard commissioning process. Because it would not be tied to a Capital Project, funding would come through the Hotel/Motel Fund, private fundraising, and/or other sources.

An Iconic Artwork could also be accomplished through a partnership with a developer. If this is the case, the City would lead the commissioning process in close collaboration with the developer.

The public art budget for any Iconic Artwork should be determined based on the goals, scope, scale and other specific circumstances related to the project.

Deb Jones and Christine Cholewa, *Park Here*, Adelaide City, Australia; Michael Manwaring and Nancy Leigh Olmstead, *Embaradero Interpretive Signage*, San Francisco, California.

## CITY IMAGE 2/TRAILS PUBLIC ART

The City of Richardson has an extensive and expanding trail system, with nine distinct trails. Trails already connect many City park and recreation facilities, including picnic areas, recreation centers, tennis courts, sports fields and golf courses, with a goal to have all of Richardson's parks eventually connected by the network. Trails also provide links for pedestrians and cyclists to centers of employment, education, shopping and transit.

The Central Trail, which runs north-south through the city, and east of and parallel to the DART light rail line, serves as the spine of the system. It links the City with Dallas to the south and Plano to the North. It connects users not only to DART but also many of the City's employment and commercial centers, such as Main Street, Galatyn and Spring Valley.

### Trails Public Art Opportunity

Because of the Central Trail's importance to the system and the connections it makes with employment and cultural centers, it should be the top priority for a public art project connected to the trail network. This project can serve as a model for future trail art projects. In addition, other trails located throughout the city should be considered future trail projects.

### Goals for Trails Public Art

Public art along trails should:

- Create a distinct, unifying identity for the Richardson portion of the Central Trail.
- Connect people to Richardson's unique identity through a narrative or sequential visual project.
- Create visual continuity along trails.
- Elevate the visibility of the trails, especially at key entry-points and intersections with places of interest.

### Artist Scope of Work

An artist or artist-led team should be commissioned to design a series of markers for the Central Trail (approximately 5 miles). Other possible team members might include an environmental designer, graphic designer or landscape architect. Markers should be artistic expressions and not necessarily replace or replicate wayfinding. The markers should work together as a system, creating a strong identity for the trail. Markers would be installed along the Central Trail at key sites, identified in collaboration with the Parks and Recreation Department.

### Implementation

The artist selection for this project should be managed through the City's standard commissioning process. Funding for this project should be identified in the City's CIP, and/or could also be supported the Hotel/Motel Tax Fund or privately raised funds.

Art exhibition at the Denver Convention Center & Theatre District.

## CITY IMAGE 3/TEMPORARY ART PLATFORMS

The City of Richardson should consider creating one or two "platforms" for that allow for the presentation of two-dimensional art in public places. These platforms would be designed specifically for the display of art on a rotating basis.

### Identifying Opportunities and Sites for Platforms

The sites for platforms should be visually well-suited to the display of art, and they should provide access to a repeat audience that would be able to appreciate the rotating nature of the exhibition. For these reasons, the following sites and opportunities should be considered:

1. **Main Street/Downtown.** The City should look for a City-owned wall or a willing partner who has a wall suitable for the display of temporary murals. The site should be in the heart of the Main Street/Downtown area, visible from

Main Street, or just off Main Street, or visible from DART. Every six months to a year, the City would invite a muralist to create a new painted mural at the site.

2. **Railroad Bridge over Main Street.** An additional or alternate site for a temporary or semi-permanent mural could be on the railroad bridge that crosses over Main Street between Grove and Bowser and/or the bridge abutments. A partnership would need to be sought with the operator of the rail line to determine if it is viable site, the safety considerations, and appropriate media for the surface.

3. **Eisemann Center Parking Garage.** The City-owned parking garage at the Eisemann Center should be explored as a platform for displaying large-scale artwork printed on vinyl and hung on the exterior of the garage. The façade facing Lookout Drive would be visible to people arriving at the Galatyn area by car, or passing by the area. The façade facing Plaza Blvd would be visible to the pedestrian-oriented areas of Galatyn, including the gathering places around the Renaissance Hotel and the performing arts center. This platform would allow for two-dimensional artists of different media (painters, photographers, printers, etc.) to exhibit their work at a large scale.

4. **Projection Site.** The City should seek out a site in the Telecom Corridor, in Galatyn or along Main Street that can be a location for projections. The site should be visually accessible to both cars and pedestrians, in a place where the projection would not cause interference, and on a surface suitable for projection (large scale without interruption). The site should also be able to accommodate a projector that could be safely and securely mounted. Projections could rotate every four to twelve months, and be static or dynamic.

### Goals for Platforms

Below are goals for all of these sites and opportunities. Additional goals may be developed for specific projects through the process of developing an Individual Project Plan.

- Create a dynamic art experience for passersby that encourages repeat visits.
- Create a visual enhancement to the area where the art is located.
- Reflect the cultural texture, activity and excitement of the surrounding area.

### Artist Scope of Work

For the painted or tiled murals, the artist would be responsible for developing and executing an approved design on the wall, in accordance with requirements outlined by the City.

For printed mural, the artist would provide the City with a digital design that the City would be responsible for printing and installing.

For a projection, the artist would provide the city with a digital file formatted as requested by the City. The City would be responsible for providing and manning the hardware and software for the projection.

### Implementation

The painted mural should be a site-specific, commissioned artwork. The City could use its Standard Commissioning Process to select an artist. Alternatively,

the City could consider a partnership with a regional educational or cultural organization to curate and produce the work.

The printed murals could be newly commissioned work, or could be reproductions of existing artist's work. If the City is soliciting newly commissioned work, it should use its standard process to select an artist. If the City is soliciting existing work, it should issue a call for entries inviting artists to submit work that fits the specific criteria. The City could also consider a partnership with a regional educational or cultural organization to curate and produce the work.

Projections could be new or commissioned work, so long as the work was properly formatted for the site. If the City is soliciting newly commissioned work, it should use its standard process to select an artist. If the City is soliciting existing work, it should issue a call for entries inviting artists to submit work that fits the specific criteria. The City could also consider a partnership with a regional educational or cultural organization to curate and produce the work.

The budgets for these projects would depend on the overall scale, media and duration.

Funding for this project should come through the Hotel/Motel Tax Fund, private fundraising or other sources.

Jen Lewin, *The Pool*, El Paso, Texas.

## CITY IMAGE 4/NEW MEDIA ART

Since the opening of offices for Collins Radio and Texas Instruments in the 1950s and the establishment of the University of Texas, Dallas, in the 1960s, Richardson has been at the center of worldwide technological innovation. Today, Richardson can build on this legacy by fostering and supporting technology-based art projects in the public realm.

### Identifying Opportunities

Richardson should work towards developing a significant new media art component for its public art program. Ultimately, this component could include residencies, symposia, citywide exhibitions, temporary and permanent commissions, a festival or all of the above.

However, it will take time to develop the expertise, connections and partnerships necessary to build a successful new media public art program. A place to start for the next 3 to 5 years is to commission 2-4 temporary, new media art projects in conjunction with the Wildflower Art and Music Festival and/or the Cottonwood Art Festival.

### Goals

The goals for new media art should include:

- Engaging and interactive.
- Relevant to technologies being developed or explored regionally.

### Artist Scope of Work

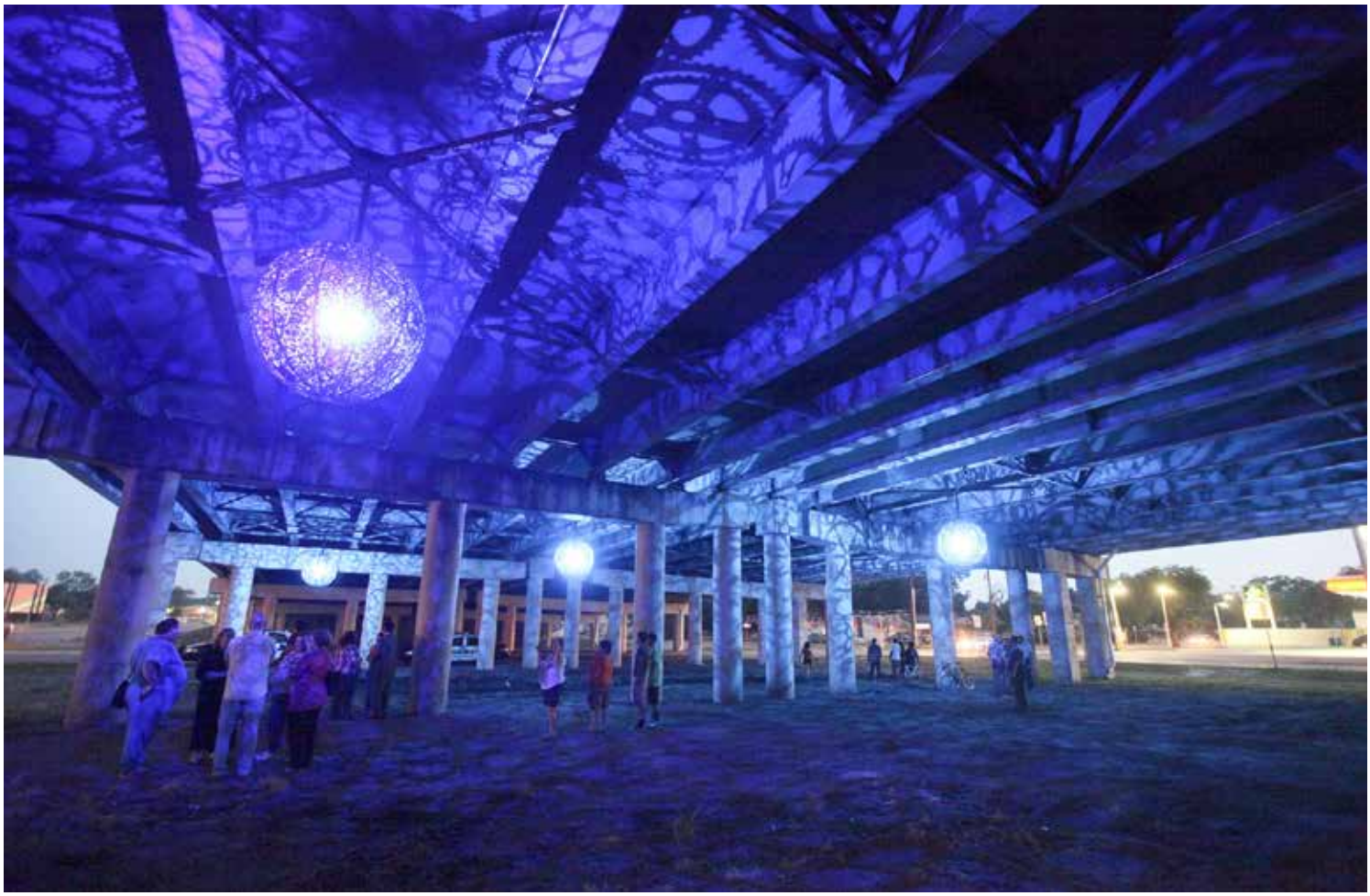
The selected artists would be invited to design, fabricate, install and de-install the artwork during the festival, as well as be present during the festival to meet and talk with people during the project. The work could be an original creation, or an existing work adapted for the festival. The artist would keep the work at the end of the exhibition period.

### Implementation

Artists could be selected through the City's Standard Commissioning Process, or the exhibition could be curated by an arts professional who is familiar with artists who work with digital media. The City should also consider partnerships with a regional educational or cultural organization to curate and present the exhibition.

The budgets for these projects would depend on the overall scale, media, duration and number of projects.

Funding for this project should come through the Hotel/Motel Tax Fund, private fundraising, event revenue, or other sources.



Joe O'Connell and Blessing Hancock, *Ballroom Luminoso*, San Antonio, Texas.

## CITYWIDE 5/CENTRAL EXPRESSWAY HIGHWAY INFRASTRUCTURE

The Texas Department of Transportation (TxDOT) may be doing major reconstruction and widening of the Central Expressway in the future. Should this happen, it presents an opportunity to work with an artist or artists to create an infrastructure that is unique and appropriate to Richardson.

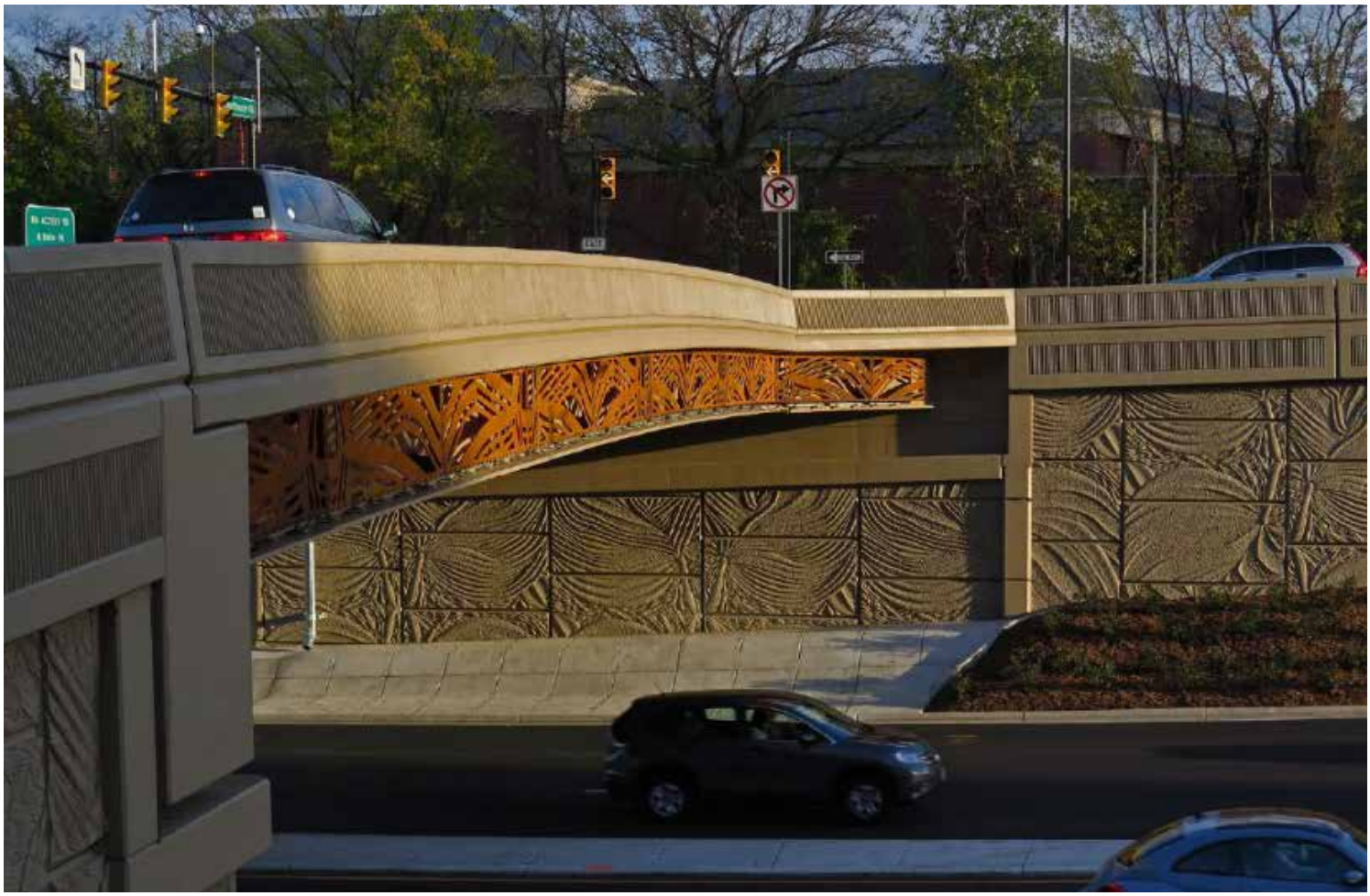
### Identifying Opportunities Central Expressway Highway Infrastructure Projects

The scope of potential highway infrastructure projects would be dependent on the scope of the Central Expressway project. Opportunities could include, but not be limited to artist-designed concrete form liners and/ or painting designs for sound walls, retaining walls, bridge abutments and/ or bridge pier; decorative railing designs; artist-designed landscape and / or hardscape, and artist-designed lighting.

### Goals for Central Expressway Highway Infrastructure Projects

While the goals for the projects should be developed once the scope of the construction project is defined, the goals for infrastructure projects along Central Expressway could include:

- Create a welcoming, unique and authentic identity for Richardson.
- Transform surface road underpasses from barriers to community portals.



Vicki Scuri, *Highway 50*, Arlington County, Virginia

**Artist Scope of Work**

The scope will depend on the overall scope of the infrastructure work, but would include close collaboration with the engineers and other design team members designing the roadway, as well as the contractors building the roadway.

**Implementation**

A partnership should be pursued with TxDOT and/or the North Texas Tollway Authority (NTTA) to allow for an artist to be involved in the design of the Central Expressway infrastructure in Richardson. The partnership would outline the artist's scope of work, the relationship of the artist to the design team and to TxDOT, the approval process for designs and the financial contribution of the City to the project.

The City should also investigate projects that can be done on City property along the Central Expressway that will not require TxDOT or NTTA involvement.

The budget for an art project or projects will depend on the scale, media and scope of the project. City funds should be used to leverage funding from partners and should not be used to pay for things that would otherwise be paid out of the Central Expressway construction budget.

# V. ADMINISTRATIVE GUIDELINES

The Administrative Guidelines provide recommendations that will guide the way that the City of Richardson plans for, funds and commissions or acquires new public artwork. It also recommends how the City work with developers to implement public art projects that support the overall vision for public art and the opportunities outlined in this plan. Finally, the guidelines address activities necessary to the success and longevity of Richardson's public art collection, such as the maintenance and conservation of artworks.

## DEFINITIONS

***Accession –*** The act of adding or acquiring a work of art to the Richardson Public Art Collection through commission, purchase or gift.

***Artist –*** A professional practitioner in the arts, generally recognized by his or her peers as possessing serious intent and ability. For commissioning purposes, an artist cannot be a City employee, a member of the Cultural Arts Commission or the relevant Art Selection Panel. If part of a Capital Project, the artist cannot be a member of the Prime Consultant's firm or team.

***Art Selection Panel –*** A committee made up of community members and arts professionals and determined by the City Council that recommends the selection of an artist or artwork for a particular project.

***Artwork –*** An aesthetic creation of permanent or temporary medium or combination of media resulting from the skill and creativity of an artist or artists.

***Call to Artists –*** General term for a request for artists to apply for a public Cultural Arts Commission.

***Capital Projects –*** Building projects outlined in the City's Capital Budget.

***Commercial Expression –*** Images and/or words created on behalf of a company or individual for the intent of making a profit. Commercial expression economic in nature and generally has the intent of convincing the audience to partake in a particular action, often purchasing a specific product or service.

***Concept Proposal –*** The phase of a public art project in which an artist creates an initial proposal, including diagrams or a maquette, and conducts a preliminary cost estimate.

***Conservation –*** The regularly scheduled examination, documentation, treatment and preventative care of an artwork conducted by a professional art conservator.

***De-accessioning –*** The permanent removal of a work from the Public Art Collection by selling, donating or destroying it.

***Exhibition –*** A public display of the work of artists or artisans, or of objects of general interest.

***Final Design and Construction Documents –*** The phase of a public art project in which the artist finalizes the design, placement, installation specifications and cost estimate, and has relevant components prepared and stamped by a licensed engineer.

***Gathering Place –*** An outdoor, public place generally located within an area that has one or more use (civic, commercial, retail and/or residential) and that is designed with the intent for social interaction and other passive, non-recreational activities.

***Gift –*** Art donated to the City from a private individual, institution or other outside source.

***Individual Project Plan –*** A document, developed by the City Manager's Office with input from the Cultural Arts Commission, which outlines the work that must be done to undertake a specific public Cultural Arts Commission or acquisition and establishes the goals against which the project will be reviewed. The Individual Project Plan is approved by the Arts Commission.

***Loan –*** Artworks provided to the City for its use for a period of time and to be returned to the owner after the loan period expires.

***Maintenance –*** The routine care and repair of works of public art that does not require specialized expertise (i.e.: dusting, washing, changing light bulbs, lubrication of moving parts, etc.).

***Mural –*** A picture or graphic representation applied to an exterior wall which: 1) does not contain logos or names of any business entity; and 2) does not illustrate any activities, merchandise or services of the business occupying the building of which the mural is applied. Murals can be created in a variety of media, including paint, mosaic, tile, glass or resin, stone or metal relief. A mural shall not include sculpture or moving parts, nor internal illumination or light as neither a media, nor any of the effects listed in Section 18.5(4) of Chapter 18. Sign Regulations of the City of Richardson Code of Ordinances. A mural must have a sponsor who is committed to taking care of it.

***New Media Art –*** Artwork developed with and/or incorporation electronic forms of media, often experimental.

***Platform –*** A place that is visually and programmatically well suited as a site for temporary public art installations and has the necessary infrastructure for installations.

***Public Art –*** Elements of a public place that are designed by a professional artist or artist team. Public art can be permanent, temporary or functional. Public art can be stand-alone or integrated into the architecture, landscape or infrastructure such as public buildings, bridges and parks. Public art can be the sole creation of the artist or it may result from a design team approach in which artists work on project teams with architects, engineers, landscape architects and others to design and create public places.

***Public Art Work Plan and Budget -*** Plan developed by the City Manager's Office, in collaboration with the Cultural Arts Commission, that outlines public art activities and the use of funds allocated for public art in the Percent for Art Fund, Hotel/Motel Tax Fund, and other funds for the coming fiscal year.

***Richardson Public Art Collection –*** Public art owned or commissioned by the City.

***Site-Specific Artworks –*** Artworks that are inspired by and created to fit the context of a particular place.

***Temporary Public Art –*** Works of art that are created to be in a public place for a limited period of time, generally less than five years.

## PLANNING TOOLS

### Annual Public Art Work Plan and Budget

The City Manager's Office, with input from the Cultural Arts Commission, will develop an Annual Public Art Work Plan and Budget that outlines proposed public art activities and projects, and details the uses of City funds for the coming fiscal year, and anticipates activities, projects and uses of funds for the coming three years. The Annual Public Art Work Plan and Budget lists new and ongoing public art projects, including location, allocation, artist selection process or artist (if already selected), anticipated completion date and a brief project description.

The Work Plan and Budget should specifically address:

- Which projects will be funded through the Percent for Art Fund, and the budget for each project.
- What projects will be funded through the Hotel/Motel Tax Fund and other funds raised or allocated specifically for the commissioning or acquisition of public art, and the budget for each project.
- Planned conservation with a budget.
- Planned communications activities with a budget.
- Any other anticipated projects or needs for the Public Art Program with associated costs.

The Work Plan and Budget will be reviewed by the Cultural Arts Commission in the spring and forwarded to City Council for consideration as part of the City's annual budget development process. Once a public art project is in an approved Annual Public Art Plan and Budget, the City Manager's Office may proceed with the commissioning or acquisition of artwork.

Wildflower! Art and Music Festival, Richardson, Texas.

**Individual Project Plan**

The City Manager's office will develop an Individual Project plan that guides each public art project. The Individual Project Plan should outline each aspect of the project, including:

- A description of the project's location and other information regarding the proposed siting,
- The project goals, and how the project relates to the overall vision for public art in Richardson,
- Evaluation criteria against which the artist selection and Concept Design can be evaluated,
- The budget and funding sources,
- The project schedule,
- Project stakeholders,
- The artist's scope of work,
- The artist selection method,
- Recommended Selection Committee members with alternates, and
- A community outreach strategy.

The Individual Project Plan should be informed by the Public Art Master Plan and other planning documents related to the site.

The Individual Project Plan is developed by City Manager's Office, in collaboration with relevant City Departments and the input of stakeholders. The Cultural Arts Commission approves the Individual Project Plan prior to the commencement of a project.

### Other City Plans

Area plans are an important tool for identifying public art opportunities at a finer-grain level than the Public Art Master Plan. They can take into account specific community interests as well as a better understand of future infrastructure and development patterns as they pertain to a specific area.

When an area plan process considers public art opportunities, it should first consider where there are opportunities to implement the types of projects recommended in this plan. While other types of public art projects, such as gateway markers, might come up in the planning process, recommending them could divert resources from the priorities set forth in this plan.

Area plans with public art recommendations should be submitted to the Cultural Arts Commission for review and comment before being adopted.

Previously adopted area plans with public art recommendations have been considered in the development of the public art master plan. Public art recommendations in those plans should be considered secondary to the public art recommendations in this plan.

## SOURCES AND USES OF FUNDS

### Sources of Funds to Support the Public Art Program

#### *General Fund*

As a part of the City's annual budgeting process, City staff should request funds to support the following elements of the City's Public Art Program:

- Staffing and administrative support. The General Fund should cover staffing from the City Manager's Office, including any future dedicated staff. The General Fund can also be used to hire consultants to manage or curate specific public art projects.
- Collection management. The General Fund should support keeping good documentation of the City's collection, as outlined below, a regular collection assessment, and professional conservation when needed.
- Communications. The General Fund should cover communications materials and engagement related to works in the collection, as well as the commissioning or acquisition of new work.
- Other. Requests can be made of support from the General Fund for other expenses related to the successful implementation of the Public Art Program.

#### *Percent for Art Fund*

The City of Richardson typically issues general obligation bonds and certificates of obligation to pay for Capital Improvement Projects. The last general obligation bond package, approved by voters in November, 2010, included $66 million for street improvements, parks and recreation projects, public facilities and neighborhood improvement projects. As of this writing, the parks and recreation projects are nearly complete.

Durham Park, Richardson, Texas.

When the City of Richardson prepares future bond packages, public art should be considered in the package. The following rule of thumb should be used for calculating the amount to be budgeted with each bond package or bond proposition for public art:

- Parks – set aside a maximum of two percent (2%), to be used to commission public art related to one or more capital projects outlined in the proposition.
- Public Buildings – set aside a maximum of two percent (2%) to be used to commission public art related to one or more capital projects outlined in the proposition.
- Streets and Drainage – do not set aside funding for public art.
- Neighborhood Vitality – do not set aside a specific amount, but allow for neighborhood vitality projects to include public art on a case-by-case basis.

These funds would reside in a separate Percent for Art Fund, managed by the City Manager's Office.

***Hotel/Motel Tax Fund***

The Hotel/Motel Tax Fund includes Hotel Occupancy Taxes that are collected by all hotels within the city boundaries, and hosts fees associated with the use of the City's parking garage at Galatyn Park and the Eisemann Center. The Hotel/Motel Tax Fund currently supports the Eisemann Center, the Convention and Visitor's Commission and Arts Grants.

The City of Richardson has been experiencing a steady growth in Hotel Occupancy Taxes, and with the addition of a new hotel in 2015, expects to see this number increase even further. The City should allocate funds on an annual basis from the projected growth in revenue to the commissioning of public art projects that are designated towards promoting tourism or supporting the hotel and convention/conference industry.

Spring Creek Nature Area, Richardson, Texas.

***TIF Funds***

Richardson's TIF1 tax increment financing district is unique in that it generates funds that are not directly related to specific development projects. The City has flexibility in how to use these funds. The City should consider using some of these funds to support public art as an investment in the areas of the City that TIF1 covers. This could include artworks incorporated into infrastructure such as streetscapes, bridges or trails; the basic infrastructure for a "platform" for ongoing, changing art; Gathering Place artworks or Iconic artworks. There may be additional opportunities for funding in other TIF districts as future opportunities arise.

***Grants***

The City Manager's Office and other related City Departments and partners can seek grants to help support the activities of the Public Art Program. In addition, when the City writes a grant request to an outside funding source for capital funding and there is an interest in including public art in the capital project, then the request will include provisions for public art to the extent allowable by the grant source.

***Private Fundraising***

The City should consider seeking support from individuals, corporations and foundations and other granting organizations to support the commissioning and acquisition of public art, as well as activities necessary to the success of the Public Art Program, such as education, community engagement, maintenance and conservation. The Richardson Improvement Corporation and the Eisemann Center Foundation are both 501(c)3 organizations that can be used a funding mechanism for those desiring to donate funds for public art within the community.

*Uses Of Funds*

Funds allocated for public art from any of the above sources should be in accordance with rules guiding the funding source and should be reserved for the following uses:

- Artist fees and artist travel and expenses that are related to the City's commissioning of a work of art as stipulated in a contract with the artist.
- Artwork fabrication, storage and installation per contract.
- Site work necessary for the installation of artwork, including landscape and hardscape improvements not covered by the base budget of a related Capital Project.
- Acquisition of existing works of art.
- Required permits and insurance during the fabrication and installation of the artwork per contract.
- Project consultants and contracted services if related to the commissioning, acquisition or conservation of artwork.
- Artist selection costs, such as artist travel and honoraria.
- Education and outreach, including collateral materials, symposia and special events.
- Publicity for public art projects.
- Curatorial and appraisal services.
- Conservation and maintenance.
- Public art planning.
- Plaques and interpretative signage related to the artwork.
- Other purposes recommended by the Cultural Arts Commission and approved by City Council for the successful implementation of the Public Art Program.

Funds allocated to support the Public Art Program should not be used for:

- Mass produced work, with the exception of limited editions controlled by the artist.
- Artwork not recommended by the Cultural Arts Commission.
- Decorative, ornamental or functional elements that are designed by the architect or landscape architect that has been hired by the City to design the related capital project, if applicable.
- Purchase of existing works of art outside of the selection process.

## STAFFING

The Public Art Program should be staffed by the City Manager's Office. Lead staffing should come from the Assistant City Manager for Administrative and Leisure Services. Over time, the City should consider hiring a part-time to full-time Arts Coordinator for the City that would report to the Assistant City Manager. The Arts Coordinator would provide staff support to the Public Art Program as well as other arts-related activities of the City, including but not limited to Arts Grants and arts-related marketing.

## STANDARD PROJECT MANAGEMENT AND REVIEW PROCESS FOR CITY PROJECTS

The following outlines the general steps in the process of commissioning or acquiring (purchasing) a work of art, with an emphasis on the role that the Richardson Cultural Arts Commission, the City Manager's Office and City Council would each play.

### The Commissioning Process

**1. *Define the Art Opportunity***

The first step for a public art project is to define the general parameters of the project in an *Individual Project Plan*. An *Individual Project Plan* is an essential tool that documents all aspects of the project and can be used as a reference for all parties involved with managing and approving the project. Each plan would discuss the proposed site, specific goals for the project (including relationship to the master plan and other City plans), a budget, the timeframe, and the methods for community engagement and artist selection.

*The City Manager's Office, with input from the Cultural Arts Commission*, develops the Individual Project Plan and submits it to the Arts Commission for its recommendation and to the City Council for approval.

**2. *Select the Artist***

In general, artists should be selected in a two-phase process.

In the first phase, the City would issue a Request for Qualifications to artists. Interested artists submit qualifications packages (generally a cover letter, resume, images of past work with descriptions, and references). Artists can be invited through an open call or by invitation. An ad-hoc *Art Selection Panel* reviews artist qualifications and selects finalists.

In the second phase, finalists would be invited either to develop a site-specific Concept Proposal for the project and/or to interview with the selection panel. If a concept proposal is requested, the artist would present a physical representation of the work (rendering, three-dimensional model), and written project description, a description of materials and fabrication techniques, expectations regarding site preparation and infrastructure needs, a detailed budget and timeline.

The *Art Selection Panel* would review artist Concept Proposals and/or interview artists and *recommend* the selection of an artist for the project to the *Cultural Arts Commission.* The City Department in charge of where the art will be located would also review the Concept Proposal to identify any technical concerns. The Cultural Arts Commission would review this recommendation and make a final recommendation to City Council for approval.

**3. *Execute the Artist Agreement***

The City of Richardson would enter into an agreement with the artist to develop a concept, develop final design documentation, fabricate and install the artwork. The agreement would be approved by either the City Manager or City Council, depending on the size of the contract.

**4. *Review the Artist Concept***

If the artist is selected based upon an interview, then the Art Selection Panel and any applicable board or commission (.e.g. Library Board for projects at the Library) would review the selected artist's Concept Proposal and jointly recommend it to the Cultural Arts Commission. The City Department in charge of where the art will be located would also review the Concept Proposal to identify any technical concerns. The Cultural Arts Commission would review the Concept proposal and recommend it to City Council for approval.

**5. *Monitor Final Design and Fabrication***

Prior to fabrication, the artist would take the concept through design development, further refining the design, fabrication techniques, materials, budget, etc. At this point, the artist may also need to have elements of their design reviewed and stamped by a licensed engineer in the State of Texas. The artist should also submit the detailed design to the City Manager's Office for technical review.

The City Manager's Office would keep in regular contact with the artist through the fabrication of the work, including inspecting the work (photographically or in person) prior to installation.

**6. *Oversee Installation***

The City Manager's Office would work with the artist to ensure that all necessary site permissions and permits are obtained prior to installation, and that any site preparation or other infrastructure that is not being provided by the artist is in place (these details should be worked out in the artist proposal and agreement). City staff would also be involved in coordinating the scheduling of the installation and coordinating with necessary City departments and property owners.

If there are maintenance requirements for the work, the artist will provide detailed instructions to the City Manager's Office. The City will be responsible for ensuring that the maintenance instructions are followed.

***7. Oversee Maintenance, Conservation***

Works of art in should be cleaned regularly and/or otherwise maintained by the City department responsible for the facility, building or site in which the work of art resides. Works of art should be maintained in a manner appropriate to the medium and characteristics of the artwork, and in accordance with the Visual Artists Rights Act of 1990. The City department should report any damage or conservation needs to the Arts Coordinator, and should not perform any non-routine maintenance unless requested.

In some cases, works of art will need special attention to ensure their proper appearance and longevity. For newly commissioned or purchased works of art, the artist should guarantee the work of art against any repairs for one year (unless otherwise stipulated in the contract). Periodically the City should conduct a conservation assessment of the works in the City's collection and ensure all necessary repairs are completed.

### The Acquisition Process

In certain cases, the City of Richardson could determine that it is in the best interest of the City to acquire, or purchase, an artwork directly from an artist or from a gallery. The reasons for purchasing a work instead of commissioning would be outlined in the Individual Project Plan.

When the City wishes to consider purchasing an artwork, it should follow the procedures as outlined above, with the following modifications:

**2. *Select the Art***

The City Manager's Office would invite artists and/or galleries to submit images and descriptions of existing and available artwork. The information should include the artist's basic qualifications (résumé or bio, portfolio), an image of the artwork, dimensions, materials, date fabricated, condition, provenance and asking price.

An Art Selection Committee would be convened to review the existing work based on the goals and criteria outlined in the Individual Project Plan, and make a recommendation.

Prior to forwarding a recommendation for purchase to the City Council, the City Manager's Office should consider obtaining an independent, qualified appraisal of the fair market value of the artwork and a professional art conservator's report on the condition of the artwork.

**3. *Execute the Agreement***

The City would enter into an agreement of sale with the seller.

**6. Oversee Installation**

Depending on the nature of the agreement with the seller, the City may have to take full or partial responsibility for site preparation, design of foundations, landscape and hardscape, shipping and installation.

## PUBLIC ART IN PRIVATE DEVELOPMENT

Many of the private development projects and educational campuses in Richardson will offer opportunities to implement the vision, goals, key directions and projects outlined in this Public Art Master Plan. These opportunities should be encouraged as the City negotiates development approvals and financial incentives for development projects.

### Financial Expectations

The expectations for public art should take into account both the scale of the development and the type of development that is occurring.

### Other Expectations

Richardson's priority is for the public art commissioned by developers to reflect the vision, goals and opportunities outlined in this plan. Therefore, their projects should follow the goals for the various types of projects set forth elsewhere in this plan.

- Commercial Expression. Public art projects cannot include any form of commercial expression, including logos, color or audio motifs, slogans, themes or any other components that are suggestive of a commercial entity's identity, branding or marketing. The only exception is a logo indicating the sponsorship of a project, on signage or digital media that identifies the project. Public art projects cannot be seasonal or thematic displays (e.g., lights related to holidays or fundraising causes).

- Duration. Public art created as a part of a development project should remain for the life of the development. Conversely, a developer can create a permanent location for changing art, and endow or provide ongoing funding to a cultural institution to program that location with changing artworks.

- Architectural Integration. Public art can be integrated into the architectural design or ornamentation of a building. In all cases, architecturally integrated art should be visible to the public, generally by incorporation into facades visible from major streets or public spaces, or at public entryways.

- Landscape or Plaza Integration. In the event that a development project includes a publicly accessible outdoor space, public art can be incorporated into the design of that space. The goal should be to integrate the public spaces (visually, functionally, or through programming) into the broader public realm, and for the public art to support that. The art project must be visible and easily accessible from a public street not behind or between buildings or in semi-private areas like courtyards or upper-level spaces. The space, and the art, must be designed to provide full benefit to the entire community, not just the users of the property.

- Streetscape Integration. Public art integrated with streetscape design should be encouraged only to the extent that it supports the goals and recommendations of Area Plans that relate to that section of the city.

- Indoor Art. Interior art in private buildings, even in semi-public gathering places like atria or lobbies, should not be construed as fulfilling any agreement for providing public art as a benefit or amenity.

The City of Richardson should pursue opportunities to recognize private developments that work with the City to install public art on private property. Recognition opportunities could include a plaque/medallion placed near the art piece to recognize their contribution to public art in Richardson or promotion of the artwork and the business's contribution in City publications such as *Richardson Today*.

## REVIEW PROCESS FOR GIFTS AND LOANS

Cultural institutions, private individuals, foundations, corporations or other organizations may wish to give or loan to the City of Richardson work or works of art for public display.

Gifts and loans can be a great way to enrich Richardson's public spaces. However, it is important to consider carefully whether the gift or loan meets the vision of the Public Art Program and ensure that the related costs and risks of the gift or loan are understood.

The City Manager's Office and other relevant City Departments and the Cultural Arts Commission should review and make recommendations regarding the

acceptance and display of gifts and loans of works of art. The Cultural Arts Commission may choose to include additional stakeholders in the review process by establishing an ad hoc review committee.

**Proposal Requirements for Gifts and Loans**

Donors who express an interest in making a gift or loan of a work of art the City should be required to submit a proposal that includes:

1. Drawings, photos and written descriptions of the artwork. This should include size, colors, weight, materials, and any information that will establish that the item has the requisite physical integrity to be placed on public display and withstand exposure to the natural elements.
2. An explanation of how the artwork supports Richardson's vision for public art established in the master plan.
3. Background on the artist (resume or bio).
4. The proposed location for the installation.
5. The method of display, and required site improvements (i.e.: hardscaping, landscaping, buildings, utilities, security devices, anchoring, etc.).
6. Cost estimates for installing the artwork, including but not limited to site improvements, foundations, landscaping, seating, lighting and other improvements and the funding source to cover these costs.
7. Written explanation of legal issues, including but not limited to, certifying the current legal owner of the artwork and, the existence of any copyrights, patents or other title rights in or to the artwork; and an explanation of any conditions or limitations on the donation of the artwork.
8. The estimated fair market value of the artwork.
9. A condition report, an estimate of ongoing maintenance and conservation costs, and the funding source to cover these costs.
10. The anticipated date(s) for the gift or loan to occur.
11. Any additional information the City deems necessary or appropriate.

## ACCEPTANCE OF GIFTS AND LOANS

For permanent gifts and for loans that would be on display for ninety days or more, the recommendations from City Manager's Office and Cultural Arts Commission regarding acceptance of the gift or loan would be forwarded to City Council for approval. For loans of ninety days or less, the City Manager's Office will have final approval. Donated art from the Richardson Civic Art Society to the Richardson Public Library will be reviewed and approved by the Director of the Library and the Assistant City Manager.

Once the loan or gift has been approved, a written agreement should be prepared detailing the roles and responsibilities of the City of Richardson and the entity lending or donating the work of art.

## CRITERIA FOR REVIEW

### City Projects

*Criteria for Evaluating Artist Qualifications*

When evaluating artist qualifications for a city-commissioned public artwork, the Art Selection Panel should consider the following criteria. Additional criteria could be developed based upon the specific needs of the project.

- Artistic excellence and innovation as demonstrated by the artist's past work.
- The capability of the artist to develop a project that is consistent with the vision for public art in Richardson and specific project goals outlined in the Request for Qualifications.
- A demonstrated understanding of and interest in creating work for the specific site.
- Established proficiency in the use of materials appropriate for a public installation.

*Criteria for Aesthetic Review of Artist Concept Proposals*

When evaluating artist Concept Proposals for a city-commissioned public artwork, the Art Selection Panel should consider the following criteria. Additional criteria could be developed based upon the specific needs of the project.

- The concept demonstrates artistic excellence, maintaining high quality, innovation, creativity and clarity of vision.
- Overall understanding of the project and the ability of the Concept Proposal to respond to its goals.
- A clear understanding of the site, including how the artwork will be set into the physical environment.

*Criteria for Technical Review of Artist Concept Proposals*

When conducting a technical review of Artist Concept Proposals, City staff should consider the following criteria. Additional criteria could be developed based upon the specific needs of the project.

- Capacity to meet all safety and maintenance requirements as agreed upon by the City of Richardson.
- Feasibility of the Concept Proposal to satisfy the budgetary limits set forth by the City of Richardson.
- Availability to meet the project timeline.
- Consideration of all stages of fabrication and installation.
- Consideration of site issues such as permitting, installation staging, and availability of electrical or other utilities.
- Positive track record of delivering quality projects on schedule and on budget, as determined by past work and references from previous clients.

### Gifts and Loans

*Technical Review Criteria for Gifts and Loans*

The City staff should first conduct a technical review of the proposed gift or loan. The review should focus on the following issues:

- Ownership. If the donor is proposing to donate an existing artwork, has the donor documented that the artwork can be legally given to the City?
- Costs. Has the donor documented that the costs associated with the artwork have been adequately anticipated and can be met?
- Safety and Liability. Is artwork durable? Does it pose any safety or liability concerns?
- Maintenance and Conservation. Are the anticipated maintenance and conservation needs documented, and can they be met?
- Availability of Site. Is the proposed site available for the installation of artwork? Are necessary electrical, plumbing or other utility requirements defined and available?
- Timing. Is there sufficient time for the normal review process by the City and the Arts Commission?

*Aesthetic Review Criteria for Gifts and Loans*

The Cultural Arts Commission should review the proposed gift or loan for aesthetic and site considerations. When reviewing the work the Cultural Arts Commission should take into account the following:

- The artist should meet definition of artist that is included in the Public Art Master Plan.
- The artwork supports the City's vision for public art.
- The artwork demonstrates excellence in aesthetic quality, workmanship and creativity.
- The artwork is appropriate to the site in scale and form, and is of materials/ media suitable for the site.

## PUBLIC ART WAIVERS

In certain areas of Richardson, the City may desire to have public art integrated into the pedestrian environment and urban streetscape in a fine-grained manner. In some circumstances, this may come into conflict with existing City zoning codes or design standards. In such cases, the City should be able to issue a waiver from such code.

For this to occur, there should be an underlying finding that the provision of public art in lieu of conformity with standard forms of development accords with the City's vision for integrating public art in public spaces. There would also need to be a review and approval process embedded in the Zoning Code. There would also need to be an advisory review, by the Cultural Art Commission, of the public art for which the waiver is being sought, and a technical review by the engineering department for items affecting public right of way, drainage areas, or utilities.

Huffhines Recreation Center, Richardson, Texas.

Public art waivers should be considered on a case-by-case basis. Waivers should be considered for zoning and design guidelines related to:

- Blank walls and transparency
- Parking garage facades
- Outdoor amenity spaces
- Build-to-zones and building setbacks
- Corner treatments
- Projections, such as awnings and canopies
- Street infrastructure elements (sidewalks, lighting, seating, paving, crosswalks, landscaping in the right of way)
- Stormwater elements, if alternative compliance with any applicable stormwater requirements can be identified

Waivers are intended for relief from zoning requirements and design guidelines only to the extent necessary to accommodate public art as an alternative form of complying with the overall intent for the pedestrian environment and the findings of that section of the code; they are not intended to provide a blanket exemption from the underlying zoning requirements or design guidelines.

Any public art created in a circumstance for which a waiver is sought shall comply with the expectations described above, related to the definition and selection of artist, commercial expression and maintenance.

## REVIEW OF MURALS

The City of Richardson currently administers murals through its signage regulations (Ord. No. 3885, § 1, 9-24-12), which defines and regulates murals as signage. To encourage the creation of murals as public art in the four areas identified in the Planned Development Main Street/Central Expressway Form Based Code these murals should be considered as public art and not signage, thus exempting murals from the square footage limitations outlined in current regulations. The changes should include the following components.

The signage regulations should include the following definition of murals: A picture or graphic representation applied to an exterior wall which: 1) does not contain logos or names of any business entity; and 2) does not illustrate any activities, merchandise or services of the business occupying the building of which the mural is applied. Murals can be created in a variety of media, including paint, mosaic, tile, glass or resin, stone or metal relief. A mural shall not include sculpture or moving parts, nor internal illumination or light as a medium, nor any of the effects listed in Section 18.5(4) of Chapter 18. Sign Regulations of the City of Richardson Code of Ordinances. A mural must have a sponsor who is committed to taking care of it.

The signage regulations should further include locational and performance criteria. Murals should only be allowed on non-residential and mixed use properties. It is recommended that murals not be located adjacent to residentially zoned properties, unless located in a mixed use development. Murals can be lit, but lighting must be directed towards the mural and not upward and not outward. Murals can be externally illuminated by approval from the City Manager's Office. Murals cannot include any obscene, indecent or immoral matter.

The City Manager's Office will make the determination if an applicant's project meets the definition of mural. The sponsor of the mural should submit an application that outlines the location of the mural, identifies the artist, provides a description of the project (including a rendering), and outlines responsibility for repairing and maintaining the mural. This information should be sufficient for the staff to make a determination that the project meets the definition of artist, does not include commercial expression, and meets other definitions of a mural. If unclear, City Manager's Office could seek the review of the Cultural Arts Commission in making the determination.

If murals conflict with the zoning code in any way, they should seek a zoning waiver as outlined elsewhere in the plan. Build-ons (extensions over the roofline) must meet the building code.

## COORDINATION OF RICHARDSON'S EXHIBITION SPACES

The City of Richardson hosts art exhibition spaces at the Eisemann Center, the Richardson Public Library, and the Heights and Huffhines Recreation Centers. Exhibitions at the Eisemann Center are organized by Eisemann Center staff, at the Library by Library staff, and at the Recreation Centers by Parks and Recreation Department staff. These exhibition spaces often feature work by local and regional artists, and are at times curated by local and regional arts organizations.

The City should continue to allow exhibitions to be organized by the host City Department, though the City should ensure that each space maintains high exhibition standards in terms of the quality of the work and the professionalism of the installation. The City should also ensure that exhibition agreements and related fees and requirements are made standard throughout the different departments, with the exception of the Eisemann Center. The City Manager's Office and Cultural Arts Commission should be made aware of planned exhibitions to ensure that there is awareness of what is being exhibited between these spaces. City Departments should also be made aware that the Cultural Arts Commission can be a resource for reviewing proposals, reaching out to artists and arts organizations, and promoting exhibitions.

## COLLECTION MANAGEMENT

The City of Richardson should adopt documentation practices and policies for the conservation and maintenance of artworks, and the process for de-accessioning or relocating artworks in the City's collection. The City should ensure that the Public Art Collection is properly maintained and preserved, that a periodic assessment of conservation needs is made, and that proper records regarding the works in the collection are kept. The Cultural Arts Commission will review and approve the de-accession or relocation of works in the City's Collection, using a strict set of criteria subject to final approval by City Council.

### Documentation of the Collection

An important aspect of collection management and, ultimately, long-term maintenance of the Richardson Public Art Collection is keeping accurate, up-to-date records. The main aspects of this are identifying the project on-site, keeping accurate records for each project, and maintaining a comprehensive inventory of the collection. The City should develop proper documentation for existing works in the City's Collection and develop documentation protocols for new projects.

#### *Project Identification*

Each artwork should be identified with a plaque stating the artist's name, the artwork title, the media and the date the work was created. The plaque should be placed in an appropriate location near the artwork that can be easily viewed by pedestrians.

#### *Project Records*

Files for all projects should be kept in a centralized location with the City Manager's Office. The file should contain information such as a copy of the artist contracts, a copy of project correspondence and public records, the maintenance instructions provided by the artist and subsequent conservation records, documentation of the design fabrication process, fabrication and installation photos, and media clippings.

#### *Public Art Inventory*

The City Manager's Office should maintain a full and centralized inventory or database of its public art. This inventory will include information such as:

- Name of artist
- Title of work
- Location (kept in a format compatible with the City's GIS system)
- Year completed/installed
- Owner of work
- Media
- Dimensions
- Budget/cost and source of funds
- A brief description of the work suitable for publication

- Maintenance and conservation needs as defined by the artist and conservation assessments
- Schedule of maintenance or conservation needs
- Conservation history
- A unique number assigned to each work of art that can be used for cross-referencing with hard files and other digital files.

**Conservation and Maintenance of the Collection**

Public art is a community asset that should be properly conserved and maintained. The City should undertake conservation and routine maintenance to preserve its Public Art Collection in the best possible condition. To assist in the maintenance and conservation of the Richardson's Public Art Collection, information regarding the conservation and maintenance needs on each work, borrowed or owned outright by the City should be kept on file with the City. Works of art on loan should be maintained in accordance with the requirements of, and in collaboration with, the lender.

***Conservation***

Conservation is the regularly scheduled examination, documentation, treatment and preventative care of public art conducted by a professional art conservator.

The City will regularly conduct, or hire a professional conservator to conduct, a survey of the condition of each work in the City's Collection and make recommendations for conservation, cost estimates, and a recommended schedule for implementation.

In addition, the City will take steps to identify conservation needs prior to the fabrication and installation of new works. The City will require, when necessary, that artists consult with a conservator during the design development phase of the project to identify the conservation needs of the project. Alternately, the City could have design documents reviewed by a conservator hired by the City prior to executing the fabrication and installation portion of a contract. For commissioned works, artist should provide the City with a worksheet that identifies the conservation and maintenance needs of the work, including the frequency, methods and materials recommended.

***Routine Maintenance***

Routine maintenance is the care of public art that does not require specialized expertise (i.e.: dusting, washing, lubrication of moving parts). If indicated by the artist as part of the maintenance and conservation worksheet, routine maintenance can generally be managed by the City Department that maintains the facility and/or site where the art is located. The City Department should not conduct any non-routine maintenance, as indicated on the maintenance and conservation worksheet, or conservation unless requested by the City Manager's Office. The Department responsible for maintaining the facility where the art is located should notify the City Manager's Office immediately if an artwork is damaged or stolen, or if the City Department plans to move the artwork or in any way alter its site. Any work that is recommended for relocation or de-installation would be subject to the de-accession policy.

Works of art should be maintained in a manner outlined in the above-mentioned maintenance and conservation worksheet, appropriate to the medium and characteristics of the artwork, and in accordance with the Visual Artists Rights Act of 1990.[1]

**De-Accession and Relocation of Artworks in the Collection**

It shall be the City's policy to ensure the ongoing integrity of the artwork and the site for which it was created, to the greatest extent feasible, in accordance with the artists' original intentions and consistent with the rights afforded by the Visual Artists Rights Act of 1990.

However, from time to time, there will be circumstances in which the City will want to consider de-accessioning and removing an artwork, or relocating an artwork.

The Cultural Arts Commission shall review any proposal for de-accession or relocation of an artwork. Consideration of de-accession shall involve the same degree of careful review as a decision to commission a work of art. Decisions will be informed by professional judgment and be made in the interests of the public.

***Procedure***

1. The City should not remove any artwork from the site for which it was selected, nor remove it from display, without prior review by the Cultural Arts Commission.

2. The Cultural Arts Commission shall review the circumstances surrounding the proposed de-accession, relocation or removal. The Cultural Arts Commission may choose to hold a public meeting for the purpose of gathering community feedback on a proposed de-accession, relocation or removal or gather community input through other methods.

3. The Cultural Arts Commission may recommend de-accession, relocation or removal of a work of art for any of the following conditions:

   - The condition or security of the artwork cannot be reasonably guaranteed;
   - The artwork requires excessive maintenance or has defaults of design or workmanship and repair or remedy is impractical or unfeasible;
   - The artwork has been damaged and repair is impractical or unfeasible;
   - The artwork endangers public safety;
   - Significant changes in the use, character, or design of the site have occurred which affect the integrity or relevance of the work;
   - Significant adverse public reaction has been documented over an extended period of time (a minimum of three years);
   - The work is of inferior quality or is judged to have little aesthetic and/or cultural value;
   - A suitable location for the artwork has been identified that better satisfies the original goals of the project; or
   - The artist requests removal due to concerns listed above.

[1] 17 USC § 106A - Rights of Certain Authors to Attribution and Integrity

4. During the review process, unless there is imminent danger to the public, the artwork shall remain accessible to the public in its original location.

5. The Cultural Arts Commission will make a decision and forward it to the City Council. De-accession, relocation, or removal requires the approval of the Cultural Arts Commission and City Council.

   - The City Manager's Office should make a good faith effort to notify the artist that his or her work is being considered for de-accession.

   - If the artwork is site-specific, the City Manager's Office should make a good faith effort to notify the artist that his or her work is being considered for relocation.

6. De-accession, relocation or removal of artwork shall be done in a manner that complies with all other applicable City, state and federal procedures, policies and regulations. For example, de-accession, relocation and removal actions must comply with applicable procedures and laws relating to the disposition of City property and with laws protecting artists' rights, such as the Visual Artists Rights Act.

7. Proceeds from the sale of any de-accessioned artwork will be used to support the Public Art Program.

## ROLES AND RESPONSIBILITIES

### City Council

The Richardson City Council consists of seven people: the Mayor, two at-large seats and four place seats. All members of the City Council are elected at-large by voters. All City Council seats carry two-year terms; term limits are limited to 6 terms. Council members are responsible for hiring the City Manager, appointing the City Attorney, City Secretary, Municipal Court Judges, City Health Officer and citizens to the City's boards and commissions. The Council is also responsible for passing City ordinances, planning for capital improvements, issuing and selling municipal bonds, purchasing and selling property, establishing City departments, determining City services, approving the annual budget, and setting the City's tax rate.

***Roles***

- Appoints members to the Cultural Arts Commission.
- Ensures Percent for Art funds are outlined in the City Bond Program.
- Allocates a portion of HOT funds to public art.
- Approves Annual Work Plan and Budget.
- Approves Individual Project Plan.
- Approves artist Concept Proposal.
- Approves contracts over $50,000
- Approves gifts and loans longer than 90 days.
- Approves the Public Art Master Plan, and any related polices or ordinances.

### City Staff

The success of the Public Art Program will rely on the efforts of Richardson's City staff. Leadership and day-to-day management of the Public Art Program will come from the City Manager's Office. The City Manager's Office also plays a key role in negotiating public art participation by private developers. The City Department that manages the site where a public artwork is located or being commissioned for (sometimes referred to in this plan as the "Host Department") also plays a role during the commissioning process, and in the long-term maintenance of the work. The Development Services Department also plays a key role in ensuring that City plans incorporate public art recommendations and that public art plans are consistent with other city planning efforts.

*Roles*

The following are the key management roles of the City Manager's Office related to the Public Art Program.

- Acts as liaison to other City staff regarding the development of public art projects.
- Develops the Annual Work Plan and Budget, with input from the Cultural Arts Commission, and submits it to City Council through the City's annual budgeting process.
- Based on the approved Annual Work Plan, develops Individual Project Plans for review and approval by the Arts Commission.
- Facilitates the management of public art projects, including budgeting, scheduling, artist selection processes, community engagement processes, contracting and design / fabrication / installation oversight.
- Coordinates with City Manager's Office, Development Services Department staff and Community Services Department staff in regard to public art projects incorporated into private development.
- Consults with the Development Services Department on planning initiatives related to public art.
- Directs conservation and maintenance matters.
- Facilitates review of proposed gifts and loans of public art to the City.
- Organizes public communication and outreach for the Public Art Program.
- Attends to other facets of day-to-day Public Art Program operations not listed above.
- Maintains communication with artists, Arts Commission, City Council and other stakeholders.
- Review the Public Art Master Plan five years after adoption and make recommendations to the Cultural Arts Commission and the City Council on any refinements to this plan.

### Richardson Cultural Arts Commission

The Richardson Cultural Arts Commission was established to "serve as the advisory board to the city council and the city management in matters involving the promotion of close cooperation between the city and private citizens, institutions and agencies interested in or conducting activities relating to the arts.[2]"

***Roles***

- Reviews and recommends the Annual Work Plan and Budget.
- Reviews and recommends approval of Individual Project Plans.
- Reviews the Concept Proposals recommended by Art Selection Panels and recommends approval to City Council.
- Conducts aesthetic review of proposed gifts and loans of public art.
- Recommends de-accession of public art to City Council.

### ART SELECTION PANEL

The composition of the Art Selection Panel will be determined by the City Council. It is recommended that the Art Selection Panel including the following representation:

- Member(s) of the Cultural Arts Commission
- Member(s) of an applicable board or commission (e.g. Library Board representation for library projects)
- Local artist/arts professional/member(s) of the arts community
- Representatives from nearby neighborhood(s) or business district(s).

In addition it is recommended that the Arts Selection Panel include non-voting representation from City staff and the architect of the project.

The Art Selection Panel along with key project stakeholders will review artists' qualifications and artist Concept Proposals and make recommendations to the Cultural Arts Commission regarding artist selection.

***Roles***

- Review artist qualifications and select finalists.
- Review artist concepts/interview artists and recommend final selection.
- Review and recommend approval of artist concept.

[2] Code 1966, § 2-30

# Appendix A ACKNOWLEDGEMENTS

The Richardson Public Art Master Plan was developed with the dedicated involvement of the City Council, the Cultural Arts Commission and the External and Internal Task Forces. In addition, we are grateful to the thoughtful input and feedback we received at roundtable discussions with local artists and art faculty at University of Texas - Dallas, and the participants at the Imagine Art Here! Workshop.

## RICHARDSON CITY COUNCIL

Mayor Laura Maczka
Mayor Pro Tem Bob Townsend, Place 1
Council Member Mark Solomon, Place 2
Council Member Scott Dunn, Place 3
Council Member Kendal Hartley, Place 4
Council Member Paul Voelker, Place 5
Council Member Steve Mitchell, Place 6

## CULTURAL ARTS COMMISSION

Chair Richard Luttrell
Vice-Chair Beth Kolman
Catherine Burdette
Curtis Dorian
David McNair
Barbara McNutt
Betty Peck

## PUBLIC ART MASTER PLAN EXTERNAL TASK FORCE

Michael Alost, KDC
Kenan Brandes, Parks and Recreation Commission
Andrew Duggan, resident and StudioOutside Architects
Beth Eschbach, Richardson Civic Art Society
Kitty Goddard, Arts Incubator of Richardson
Barry Hand, City Planning Commission
Dr. Abby Kratz, University of Texas at Dallas
Betty Peck, Cultural Arts Commission
Stephen Springs, resident and Brinkley Sargent Wiginton Architects
Bill Sproull, Richardson Chamber of Commerce

## PUBLIC ART MASTER PLAN INTERNAL TASK FORCE

Susan Allison, Library
Serri Ayers, Parks and Recreation
Steve Benson, Library
Tina Firgens, Development Services
Bruce MacPherson, Eisemann Center
Michael Massey, Parks and Recreation
Shanna Sims-Bradish, City Manager's Office
Steve Spanos, Capital Projects
Michael Spicer, Development Services
Hawana Townsley, Eisemann Center
Lindsey Turman, Community Services

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Dan Johnson, City Manager's Office
David Morgan, City Manager's Office
John Jacobs, Richardson Chamber of Commerce
Charles W. Eisemann

# Appendix B IMAGINE ART HERE! RICHARDSON

## WORKSHOP REPORT

On June 11, approximately 45 people gathered at Huffhines Recreation Center to participate in Imagine Art Here!, a workshop facilitated by Via Partnership and Todd W. Bressi as part of an initiative to develop a public art master plan for the City of Richardson. The purpose of the workshop was to help give shape to a public art vision for Richardson and to provide critical input into identifying places for and approaches to public art throughout the community.

**Workshop Format**

The workshop began with a welcome from Arts Commission chair Richard Luttrell and Assistant City Manager Shanna Sims-Bradish. Consultants Meridith McKinley of Via Partnership and Todd Bressi then reviewed the public art master planning process, and how the Imagine Art Here! workshop would play a role in forming the recommendations in that plan.

The consultants then made a 20-minute presentation about public art, focusing on a number of places or settings specific to Richardson: Parks and Trails, Community Facilities, Neighborhoods, Galatyn/Eisemann Center Area, Main Street/Belt Line/75 Area, and New Development Areas (Telecom Corridor/ Bush Turnpike).

Participants were then invited to take part in the first breakout session. Each breakout table of approximately 6-9 people was assigned one of the places outlined above and were given the charge to:

- Develop a vision statement for public art in this place/family of places.
- Brainstorm possible locations and approaches for art in this place/ family of places.

Following the first breakout, the consultants made a second presentation on different thematic approaches to public art that may be relevant in Richardson: environment, technology, history, placemaking, identity and temporary.

Participants were then invited to take part in the second breakout session. Each breakout table of approximately 6-9 people was assigned one of the above approaches and were given the charge to:

- Develop a vision statement for this approach to public art.
- Brainstorm possible locations for this approach to art.

Facilitators helped guide the conversation and record the responses for both breakouts.

In addition to the breakout discussions, workshop participants contributed input by filling out an exit questionnaire that allowed participants to elaborate on ideas or concerns they have about public art in Richardson.

This report documents the results of this workshop, including reports from both breakouts and the exit survey. The results of the Imagine Art Here! workshop will be used by the consultants to formulate recommendations in the public art master plan.

## BREAKOUT REPORTS

**Breakout #1: Art + Place**

Participants broke into six groups to develop a vision and brainstorm ideas for public art in the following places or categories of places in Richardson.

- Parks and Trails
- Civic and Community Facilities
- Neighborhoods
- Galatyn/Eisemann Center Area
- Main Street/ Belt Line/75 Area
- New Development Areas (Telecom Corridor/Bush Turnpike)

What follows are the recorded notes from each breakout.

**Parks and Trails**

***Vision***

Public Art for Parks and Trails engages people, encourages participation, celebrates nature and creates identity with fun, functional and multi-sensory amenities.

***Keywords***

- Nature
- Amenity
- Fun
- Interactive / Participatory
- Attraction
- Encouraging
- Celebratory

- Identity / Marker
- “Richardsonesque”
- Functional
- Welcoming
- Multi - Sensory

***Draft Vision***

To create interactive works that celebrate nature and engage our community in the parks and trails throughout Richardson.

**Community Facilities**

***Vision***

Public art in community facilities should…

- Display vibrancy of the contributions, cultures and accomplishments of the city – celebrate our civic pride
- Be illustrative of the high-tech origins of the City
- Be whimsical but at the same time cerebral
- Be reflective of the cultural diversity of the community
- Move viewers to action and reaction:  stop & think
- Inspire ideas / connections between art and nature
- Encourage / promote sustainability
- Plan public art into new construction budgets

**Neighborhoods**

***Vision***

Public Art in Richardson Neighborhoods will inspire, enhance pride, and enrich our community through opportunity for individual artistic expression leading to a welcoming neighborhood!

***Vision Draft***

- pride in community & value of life
- value of life
- inspiration of community
- identity of neighborhood
- sense of community
- enriching the community
- sense of peace
- welcoming
- opportunity for individual artistic expression

**Gallatyn/Eisemann Center Area**

***Vision***

Public Art in Gallatyn Urban Center will encourage gatherings and reflect the juncture of art and industry. It has the opportunity to reveal our history and anticipate our future.

***Goals***

- Reflect the activities / events in this area
- Bring people to the area

***Ideas***

- Entryway markers to designate the district
- Opportunities for parking garage exteriors
- Delineate the district by iconic images
- Possibly hang art work from the Eisemann ceiling
- Use fun street signs to depict artists offerings "Toppers"
- Private galleries in vacant retail area (Sol Irlandes)

**Main Street / Belt Line / 75 Area**

***Vision***

Public art should create a destination that is a confluence of cultures, of history and a future of gathering around the arts

***Objectives***

- create a destination
- cluster gathering around the arts

***Vision Draft***

- Past, present, future balance history and modern
- A collaboration of all the cultures, where cultures meet
- Confluence: cultures; history/future; gathering/arts

**New Development Areas**

***Vision***

Public Art in New Development Areas will...

- celebrate & honor strong branding
- create artistic statements that evoke the present and future of the City
- provide an identifiable place
- give a fun or emotional backdrop
- draw people to the area
- make people excited to return

- create a “vibe/presence” that visitors will remember
- create an “IDENTITY”
- bring industry and the arts together, enhancing the lives of all who live here – quality of life
- build pride in the community

***Ideas***

- Light the water tower at Central Expressway at Main Street and at Campbell.
- Partner with Fossil (Central Expressway and Spring Valley) on an entryway marker into Richardson.
- Campbell Road on the west is another important gateway, especially for cyclists.
- Like works that are technology-based and changing, all along Central Expressway.
- Like works like Ned Kahn – ever-changing, reflects community, everyone sees something different, invites individual contemplation, encourages you to sit and stay
- Use theme of “wildflower” to bridge nature and technology.

## BREAKOUT #2 – ART + IDEAS

Participants broke into six groups to develop a vision and brainstorm ideas for public art in Richardson related to the following approaches.

- Environment
- Technology
- History
- Time
- Identity
- Placemaking

What follows are the recorded notes from each breakout.

**Environment**

***Vision***

Public Art & Environment in Richardson will…

- harness natural resources in an artistic expression
- encourage environmental protection
- connect citizens and Richardson’s natural beauty
- reflect topography
- appreciate green spaces, light, sound, water & wind
- participate in nature
- be rejuvenating

**Technology**

***Vision***

Art and Technology in Richardson will...

- Be interactive
- Appeal to youth
- Incorporate sight and sound aspects tactile / multi-sensory
- Be unique
- Be captivating
- Be unforgettable
- Be where art meets innovation
- Never stay put or be static/ mobile
- Reactive to the latest trends / adapt
- Highly accessible
- Intellectual and whimsical
- Be sustainable
- Be our identity
- Be exciting
- Night Parks

***Ideas***

- Visually arresting, high-tech art in unexpected places
- Develop aps to find art, interact with art
- Biennial high-tech art festival / connect to industry
- Re-brand telecom corridor as innovation corridor
- DART is an ideal location
- Civic complex is important location
- UTD is an important location
- Audience: 1) people who live and work in Richardson, 2) people visiting, 3) people passing through

**History**

*Vision*

Public Art & History will celebrate and define identity through:

- Honoring tech – past and present
- Recognize commitment to education and culture
- Honoring contribution old timers and newcomers- incorporating all cultures

*Ideas*

- Telling our history to the world in art, perhaps w/a museum of history of Richardson coupled w/art gallery – museum as well as a giant bandshell (in Breckinridge Park?) for outdoor performances and non-profit use.
- Some kind of art that remembers the Indians, the train, interurban and Miss Belle's house, windmills, and pigs of own farms.
- Interactive water feature in Prairie Creek Park.

**Placemaking**

*Vision*

Placemaking art will:

- Be iconic and represent Richardson's history
- Reflect Richardson's many cultures that come together (Downtown Richardson)
- Provide opportunities for families to enjoy
- Reflect the identity of the community and natural beauty of the area
- Citywide icon (i.e. bike racks, lamp posts) making a functional item artistic

*Ideas*

- Breckenridge Park – Play elements w/nature theme
- Neighborhood Parks – building on unique elements of the neighborhood
- Central Trail
- Cottonwood Park – Permanent art/ entry way/ pavilion
- Bike racks
- Keep art in mind for city projects
- Arapaho, near City Hall Library is an opportunity
- Like the natural map idea
- Home of Collins/TI – tying together the past and the present

**Identity**

***Vision***

To create culturally cohesive works that embody iconic qualities of distinction, continuity, unity, and historical narrative that are scalable to varied environments.

***Keywords***

- Iconic
- Distinctive
- Repeatable
- Story Telling
- Continuity Around Town
- “Green”
- Scalable
- Relatable
- Unity
- City…Neighborhoods…Location

**Temporary**

***Vision***

Temporary Art will…

- Appeal to Richardson’s spirit of innovation
- Maintain people’s interest and drive further interest in public art
- Create opportunities and experiences for long-term civic memory
- Attract people to Richardson

> Temporary public art in Richardson will encourage diverse, interactive participation by enhancing living and Richardson and bringing people to Richardson.

> Temporary public art in Richardson will be an easy, low-cost way to create and establish an art community and identity

> Temporary art should be placed in many different locations in the city and not necessarily in the same locations. Creates a reason for people to come into Richardson to eat, shop, etc. who otherwise would not come in.

## EXIT QUESTIONNAIRE

Participants were invited to fill out a questionnaire at the end of the workshop in order to be certain that everyone had the opportunity to participate as well as share additional thoughts. This form asked five questions:

1. Why do you think it is important for the City of Richardson to support public art?

2. What are you looking forward to most about public art in Richardson?

3. What was the most exciting idea you heard this evening?

4. What image of a public art project from today's presentation will stay with you?

5. Please share any questions, suggestions or concerns you might have about public art in Richardson that weren't addressed at today's workshop.

The responses to these questions are below.

**1. Why do you think it is important for the City of Richardson to support public art?**

- It gives us an identity (reason to live, come to Richardson)
- Public art is a tangible means by which residents and visitors are encouraged to identify place with a specific work of art.
- It takes our long history of support and interest in the arts (in City & RISD) and extends it to our outdoor public spaces.
- We are a unique city – want everyone to know.
- Richardson has an active cultural life full of diversity as well as new traditions that the community leaders want to develop and therefore raise the quality of life for everyone.
- All Great cities celebrate the arts.
- City of Richardson needs to develop more walk way for pedestrians so that people can mingle, visit and enjoy the public arts.
- Quality of Life.
- To help Richardson create its own identity and to encourage the community to explore the entire city.
- An Integrated part of an educated and sophisticated community.
- It enriches us personally and the community.
- Without art, we lose our history.
- A sense of community pride and community history.
- It's also important for Richardson to require business developers to include large scale public art in their projects.
- Enrich people's lives every day with art; Make city statement supporting city art.
- Art defines our humanity and feeds our senses.

- Provide access; create identity (shared by the diverse residency).
- Quality of life.
- Because art is important and has lasting effects and impacts our lives.
- To maintain a strong sense of community identity via artistic reference points.
- Says what the City represents and that the community has a stake in the arts.
- All great cities must involve themselves in the arts.
- The people of Richardson deserve great art.
- It is a barometer to the concerns and culture of the community.
- Because Richardson is growing so rapidly and becoming more "urban" so the public art is necessary to keep our community "beautiful".
- Celebration – Civic & community
- I think it is always important to have art because it shows sense of pride in the community.
- We need a permanent identity to set us apart from being just "North Dallas" and pass through city.
- Provides cultural sensitivity and enjoyment to the community.
- Why not?
- It's a universal language that will transcend generations.

**2. What are you looking forward to most about public art in Richardson?**

- Ability to interact with the art
- Being an artist that gets to participate in the creation of Public Art in Richardson.
- Adding some visual interest to our community.
- I love art – visual.
- Continued exploration of ideas and ideas have been pulled together.
- Creating places – "Meet by the ..."
- Any public arts in good.
- Creating arts community with City.
- Interactive works
- Just finally doing it!
- More sculptures – lighting – murals-water fountains – ponds, etc.
- Sense of identity.
- The pride of showing out-of-town guests and visiting family who used to live here the City art.
- I'm looking forward to more outdoor art around Eisemann as setting for outdoor street artists.
- Being with art every day – living in art.

- Seeing interesting works.
- Integrating the creation of art; public art as a means of fostering dialogue, discussions, exchanges about art (forms).
- All of it!
- Being able to participate and possibly contribute as a Richardson artist
- To give the City an identity… a "vibe".
- Just to see what comes out of everyone's ideas.
- Seeing it become a reality.
- Including the community and making a statement that is bold.
- Looking forward to seeing how public art will evolve in the future.
- Community participation, neighborhood accessibility, family involvement
- Park and Recreation; Downtown, etc.; Neighborhoods.
- It is something that our city gives to the present and future.
- A true reflection of the thoughts of the citizens.
- Iconic arts and small functional items as art.
- The finished products and the comments!

**3. What was the most exciting idea you heard this evening?**

- Art that exists on the trail bike racks that look like art (multipurpose amenities).
- Creating public art that connects people; Enhancing bike trails, connections between the east/west opposite sides of H-75, etc.
- Using solar power to add light to art.
- Richardson will actually fund and facilitate art around the city!
- An agreement among participants for a feature creating identity telling our story while becoming self-sustaining.
- My fave is still the sparkle dog! :)
- Too many.
- Temporary art.
- So many options!
- Uniqueness and people working together; lighting under expressway overpass.
- Lighting the underpasses.
- That there is a movement for Richardson public art.
- The photos of other public art projects were most interesting.
- Build museum as piece of art… Build large "art history" museum incorporating local history, gallery space for art shows, and entertainment space for nonprofits; Bandshell or inside venues.
- Decorating under overpasses.
- High Tech / Art Festival

- That public art and an arts space may actually become a reality for Richardson!
- Creating “night parks” - Parks for people to gather with lots of night lights and night life.
- That Richardson is considering public art.
- Using billboard spaces for temporary installations.
- I would like to hear a plan to promote the art and artists in this area through the public art displayed
- All was exciting to me!
- Develop natural resources in and artistic, sustaining, educational way.
- Art that improves the neighborhoods.
- That Richardson is Finally doing something about public art.
- Lights under bridges, art on parking garages.
- Incorporating art into the community.

**4. What image of a public art project from today’s presentation will stay with you?**

- Spirit Tree > place where people can leave thoughts but degrades over time.
- I enjoyed it all and had seen most of it before. There’s other great public art that could have been shown for inspiration.
- Fixture on Lake or pond that generates soft sounds.
- Create the identity of the City icon accessible and cohesive.
- “Light Bright” idea; Hands on parking structure; *Also idea of each business park doing something cooperative with bike parks (= City “Icon”).
- Stone turtle and the wooden bridge – wonderful ways to enhance parks!; We need more inter-active features throughout our parks and trails.
- Giant dog and literature signs.
- Artistic benches at bus stops; Unique tree in pond.
- The Cardinal.
- Solar flowers, Austin, TX.
- High tech giant lit sculptures.
- Wall of parking garage with discs that wave in wind.
- Innovative use of art on parking garages.
- The interactive plaza with the squares.
- The projection onto buildings; the wind sculpture.
- Building with changeable art.
- Wind and solar powered kinetic art.
- Physically interactive artwork.
- Artist designed solar collector; interactive mural environmental art; lots of those images!

- Dog; Dog park; Spiral walkway.
- Statue of the dog in the park; Art designs.
- The innovation in lights on library (and Walter Cronkite) and the core sample.
- The environmental art.
- Lighting effects.

**5. Please share any questions, suggestions or concerns you might have about public art in Richardson that weren't addressed at today's workshop?**

- Like idea of having perhaps changing art space for public art to celebrate kids/residents. Like idea of using environment (sun, wind, etc.) to make art interesting and engaging. Important to involve kids (permanent art/ temporary art), residents (permanent art/temporary art).
- Create a welcome tree that is the center of an annual celebration to welcome newcomers to Richardson. Newcomer who are individuals, groups, businesses, etc. Perhaps in a large park using a large tree that becomes designated as the "Welcome Tree".
- This is not the end of this is it?
- Weren't addressed: cost – funding.
- Be sure to involve people of vision at the decision making level.
- Would be exciting to have 10-12 interactive works that are defined by a theme. These would be spread throughout the entire city, like a scavenger hunt. Could be promoted that way as well. This would encourage our community to become more engaged and would define Richardson's identity.
- Some representation of the Richardson history Indians around our creeks (spring). The railroad that brought Richardson to be… More public spaces.
- Where is the money coming from? We Sr. citizens cannot afford more taxes. I'd like a place like Dealy - Royal & Hillcrest use to. To see art made and sold.
- Looking at the other groups ideas, I love that the wide range of idea's include many of my own.
- There was no mention of any one centralized museum of art. Richardson sorely needs one! A permanent collection as well as traveling expositions.
- What will it cost? Who and how will this be funded… long term?
- Why not hold "contests" for ideas for specific locations in Richardson either from artists who would like to compete to do the project or just from the general public.
- Where are the funds coming from? Public or private sector? Suggestion: Have better images or better projection conditions. Too many of the images were poor quality and lost impact as a result.
- I would like there to be a focus on "area" artists. Also that the art chosen is more than a decorative statement.
- Great job!

- Challenge business to sponsor public art works on-site?
- How do you select your artist?
- I would love to be able to have a continuing part of this planning, especially since other topics interested me.
- The workshop collectively addressed these considerations. I'd rather go with that than my individual ideas. Very happy with outcome.
- Please have presenters use better photos for examples. Very poor...

CITY OF RICHARDSON

TO: Dan Johnson - City Manager

THRU: Kent Pfeil - Director of Finance

FROM: Pam Kirkland - Purchasing Manager

SUBJECT: Bid Initiation Request 52-15

DATE: March 16, 2015

Request Council approval to initiate bid for the following:

2010 Bond Program Street Rehabilitation (Old Campbell Road)

| | |
|---|---|
| Proposed Council approval date: | March 23, 2015 |
| Proposed advertising dates: | March 30, 2015 & April 6, 2015 |
| Proposed bid due date: | Tuesday, April 14, 2015 – 2:00 p.m. |
| Proposed bid opening date: | Tuesday, April 14, 2015 – 2:30 p.m. |
| Engineer's estimated total cost: | $300,000 |
| Account: | #378-8702-585-7524 Project #SD1402 |

Pam Kirkland

Pam Kirkland, CPPO, CPPB
Purchasing Manager

Kent Pfeil

Kent Pfeil
Director of Finance

3-15-15
Date

Approved: _____
Dan Johnson
City Manager

_____
Date

# MEMO

TO: Dan Johnson, City Manager

THROUGH: Cliff Miller, Assistant City Manager

FROM: Steve Spanos, P.E., Director of Engineering

SUBJECT: Permission to Advertise 2010 Bond Program Street Rehabilitation (Old Campbell Road) - Bid #52-15

DATE: March 13, 2015

***ACTION REQUESTED:***
Authorization to advertise Bid No. 52-15 and approval of plans and contract documents for the 2010 Bond Program Street Rehabilitation (Old Campbell Road). Bids to be received until Tuesday, April 14, 2015 at 2:00 p.m. and read aloud 30 minutes later.

***BACKGROUND INFORMATION:***
This project consists of reconstructing 710 feet of Old Campbell Road near Nantucket Drive. A segment of the existing concrete pavement will be reconstruction to include on-street parallel parking areas. The section of existing asphalt will be reconstructed with the new concrete section. The proposed improvements for this project also includes storm sewer pipes and inlets; new proposed driveways; sidewalks; and barrier-free ramps.

***FUNDING:***
Funding is provided from 2010 G.O. Bonds.

***SCHEDULE:***
The Capital Projects Department plans for this project to begin construction May 2015 and be completed by August 2015.

Cc: Henry Drexel, P.E., Senior Project Engineer

**NOTICE TO CONTRACTORS**
**CITY OF RICHARDSON**

# *OLD CAMPBELL ROAD*
**BID # 52-15**

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 **Tuesday, April 14, 2015 at 2:00 pm** 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 consists of reconstructing 710 feet of Old Campbell Road near Nantucket Drive. A segment of the existing concrete pavement will be reconstruction to include on-street parallel parking areas. The section of existing asphalt will be reconstructed with the new concrete section. The proposed improvements for this project also includes storm sewer pipes and inlets; new proposed driveways; sidewalks; and barrier-free ramps.

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

One set of 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, March 31, 2015** upon a **NON-REFUNDABLE FEE OF Fifty Dollars** ($50.00) per set, payable to the City of Richardson, accompanied by the contractor's name, address, phone number, email address and FAX number. Maximum of two sets of plans per contractor.

A voluntary pre-bid conference will be held **Wednesday, April 8, 2015 at 10:00 am in the Capital Projects Conference Room 206, Richardson Civic Center/City Hall.**

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

**Accommodation requests for persons with disabilities should be made by contacting Susan Mattison, ADA Coordinator, via phone at 972-744-0908, via email at adacoordinator@cor.gov, or by appointment at 1621 E. Lookout Drive, Richardson, TX 75082.**

**PROJECT SCHEDULE**

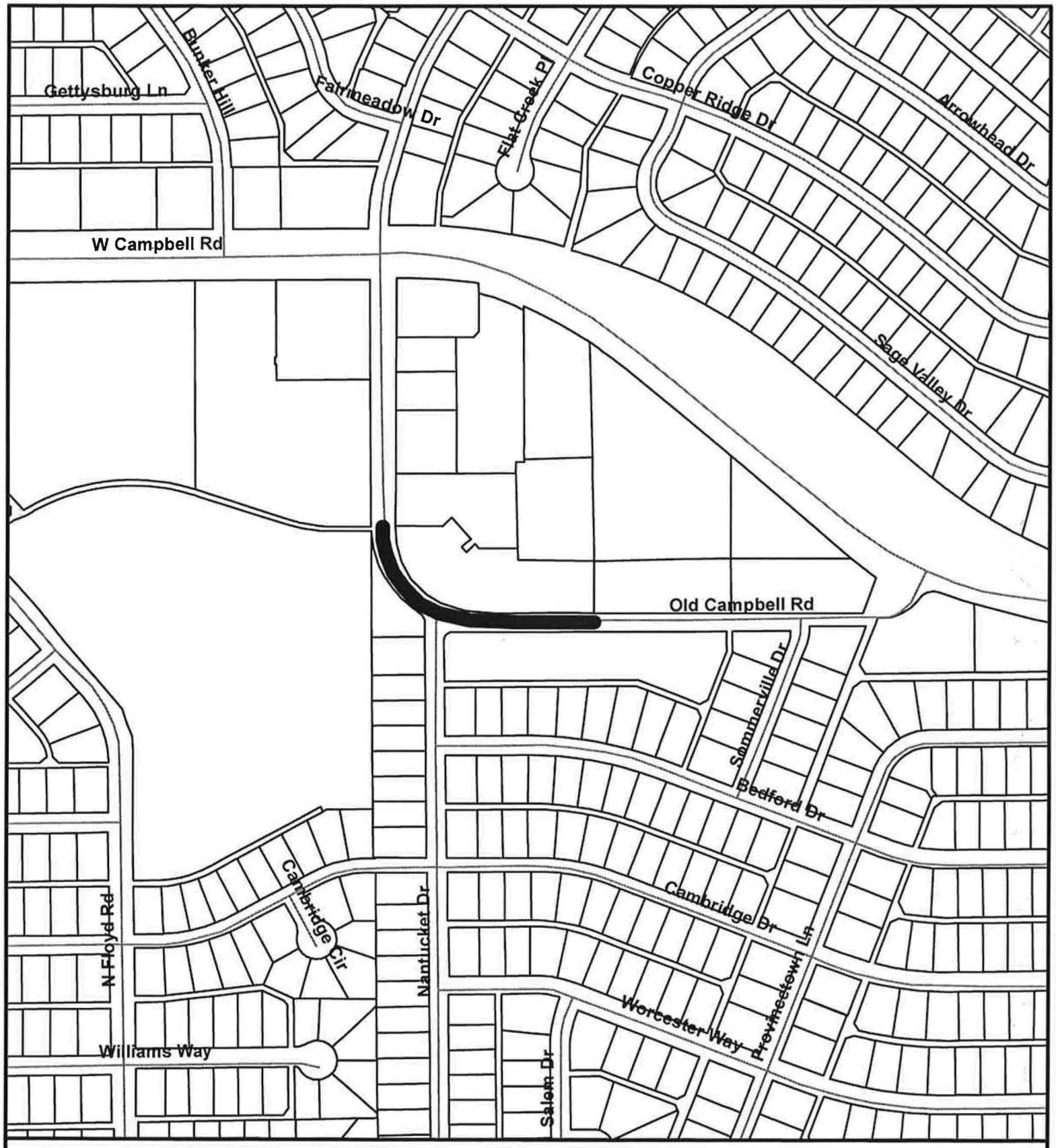
**2010 BOND PR0GRAM STREET REHABILITATION**

**(OLD CAMPBELL ROAD)**

**BID No. 52-15**

| | |
|---|---|
| Agenda Paperwork to Advertise | Friday, March 13, 2015 |
| Council Authorization to Advertise | Monday, March 23, 2015 |
| Advertise in Dallas Morning News | Monday, March 30, 2015 |
| Advertise in Dallas Morning News | Monday, April 6, 2015 |
| Plans/Specs Available for Contractors | Tuesday, March 31, 2015 |
| Pre Bid Meeting (10:00 am Room 206) | Wednesday, April 8, 2015 |
| Bids Received & Opened (by 2:00 open 2:30 pm Room 206) | Tuesday, April 14, 2015 |
| Agenda Paperwork to Award Contract | Friday, April 17, 2015 |
| Council to Award Contract | Monday, April 27, 2015 |
| Pre-Construction Meeting | ~ May 2015 |
| Project Start | ~ May 2015 |
| Project Completed 90 Calendar Days | ~ August 2015 |

*Project Manager: Henry Drexel*
*Engineers Estimate: $300,000*
*Funding: Account #378-8702-585-7524 Project #SD1402*




***Old Campbell Road***

***March 2015***

N

# MEMO

**DATE:** **March 16, 2015**

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

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

**SUBJECT:** **Award of Bid #53-15 for the cooperative purchase of (2) Ford F-350 Crewcab Super-Duty Trucks for the Fire Department to Sam Pack's Five Star Ford through the State of Texas Contract #071-072-AT2014 in the amount of $79,270**

**Proposed Date of Award: March 23, 2015**

I concur with the recommendations of Ernest Ramos - Fleet & Materials Manager and Curtis Poovey – Battalion Chief and request permission to issue a purchase order to Sam Pack's Five Star Ford for (2) Ford F-350 Crewcab Super-Duty trucks in the amount of $79,270 as per the attached quotation.

The above referenced vehicles have been bid through the State of Texas Procurement and Support Services Contract #071-072, as per the attached quotations. The City of Richardson participates in the State Cooperative Purchasing Program through our existing interlocal agreement for cooperative purchasing pursuant to Texas Government Code, Chapter 791.025 and Texas Local Government Code, Subchapter F, Section 271.102, which automatically renew annually unless either party gives prior notice of termination.

Funding is available in account 235-1410-581-7421, Project #FD1510 and #FD1511 for this expenditure.

Concur:

Kent Pfeil

Kent Pfeil

ATTACHMENTS

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

# MEMO

DATE: March 16, 2015

TO: Pam Kirkland, Purchasing Manager

FROM: Ernie Ramos, Fleet & Materials Manager E.R

RE: Capital Equipment Purchase, FD1510, FD1511, via State of Texas Contract # 071-072, contract expires 8/31/15

I have reviewed the existing contract referenced above and recommend purchasing two (2) Ford F-350 Crewcab Super-duty Trucks for an amount of $39,635 totaling $79,270. I received and approved the quote with options listed from Sam Pack's Five Star Ford.

The funding for the purchase is funded from account # 235-1410-581-7421, Project # FD1510 and FD1511. The contact at Sam Pack's Five Star Ford is Mr. Alan Rosner, and he can be reached at (888) 835-3389, or E-mail: alanr@spford.com, or Fax: (972) 245-5278. Please order the trucks as specified on the attached quote provided.

Attachment/s: State of Texas Quote (1-page)
State of Texas Contract, 866D (2-pages)

CC: Curtis Poovey, Battalion Chief
Robert Younger, Battalion Chief
Alan Palomba, Fire Chief
Kent Pfeil, Director of Finance

# MEMO

DATE: March 16, 2015

TO: Pam Kirkland, Purchasing Manager

FROM: Alan Palomba, Fire Chief AP

RE: Capital Equipment Purchase, FD1510, FD1511, via State of Texas Contract # 071-072, contract expires 8/31/15

I recommend purchasing two (2) Ford F-350 Crewcab Super-duty Trucks for an amount of $39,635 totaling $79,270. Fleet Services received and approved the quote with options listed from Sam Pack's Five Star Ford.

The funding for the purchase is funded from account # 235-1410-581-7421, Project # FD1510 and FD1511. The contact at Sam Pack's Five Star Ford is Mr. Alan Rosner, and he can be reached at (888) 835-3389, or E-mail: alanr@spford.com, or Fax: (972) 245-5278. Please order the trucks as specified on the quote provided by Fleet Services.

CC: Curtis Poovey, Battalion Chief
Robert Younger, Battalion Chief
Ernie Ramos, Fleet & Materials Manager
Kent Pfeil, Director of Finance

*Sam Pack's Five Star Ford*
*1635 S. IH 35E Carrollton Texas, 75006*
*(888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278 - bidtx@spford.com*

# CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

**Cars and Light Trucks**

**Team Members -- Kevin Moore - Ruben Santana - Grace Torres - Jorge Guerra - Alan Rosner**

**Contract Name:State of Texas 071-072-AT 2014 - Texas Smartbuy Contract**

**End User:** City of Richardson **Sam Pack's Rep:** Alan Rosner

**Contact:** Ernie Ramos **Date:** 1/30/2015

**Contact TN/Email** ernest.ramos@cor.gov Phone # 972.744.4421

**Product Description:** 2015 Ford Super Duty Pickup Exterior Color / Interior **Red - Vermillion**

**A. Bid Series:** **866D - Ending in W3B with equipment** **Base Price:** **$ 28,514.00**

**B. Published Options (Itemize Each Below)**

| Code | Description | Bid Price | Code | Description | Bid Price |
|---|---|---|---|---|---|
| | Automatic | Included | | | |
| | Air Conditioning | Included | | | |
| | Power Group | Included | | | |
| | Speed Control | Included | | | |
| | Diesel Engine | Included | | | |
| | Long Bed | Included | | | |
| | 3rd Key with Remote | Included | | | |
| | Skid Plates | Included | | | |
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| | | | | | |
| | | | | **Total of B. - Published Options** | **$ -** |

**C. Ford Factory Published Options**

| Code | Description | Bid Price | Code | Description | Bid Price |
|---|---|---|---|---|---|
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| | | | | **Total of C. - Dealer Published Options** | **$ -** |

**D. Fleet Quote**

| Code | Description | Bid Price | Code | Description | Bid Price |
|---|---|---|---|---|---|
| | Four Wheel Drive | $ 3,415.00 | | XLT Interior upgrade package | $795.00 |
| | XLT Trim Level | $4,015.00 | | F250 to F-350 | $1,285.00 |
| | Delete Carpet | -$50.00 | | ***Delete Diesel Engine*** | ***-$6,829.00*** |
| | Spray Liner | $450.00 | | ***6.2L Gasoline Engine*** | |
| | ARE DCU lid | $2,950.00 | | | |
| | Winch | $1,375.00 | | | |
| | Bull Nose Front Bumper | $1,150.00 | | | |
| | Rear Bumper Replacement | $725.00 | | | |
| | Cast Machine Alloy Wheels | $855.00 | | | |
| | Upfitter Switches | $125.00 | | | |
| | Dual Alternators | $380.00 | | | |
| | Rear View Camera | $480.00 | | | |

**All Vehicles ordered are about 90-120 days ARO** **Total of D. - Off Menu Options** **$ 11,121.00**

| | | | |
|---|---|---|---|
| F. | **Delivery Charges** | **0 Miles @ $2.45/mile** | **$ -** |
| G. | **Option Discounts** | | **$ -** |
| H. | **Total of A + B + C + D + E = F** | | **$ 39,635.00** |
| I. | **Floor Plan Assistance** | | **$0.00** |
| J. | **Lot Insurance Coverages** | | **$0.00** |
| K. | **Quantity Ordered** 2 | X F = | **$ 79,270.00** |
| L. | **Administrative Fee** | | **$ -** |
| M. | **Non-Equip Charges & Credits** | | |
| N. | **TOTAL PURCHASE PRICE INCLUDING ADMIN FEE** | | **$79,270.00** |

Ernie Ramos 3/11/15

# MEMO

**DATE:** **March 16, 2015**

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

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

**SUBJECT:** **Award of Bid #54-15 for the cooperative purchase of a Front Loader Body for the Solid Waste Department to McNeilus Companies/McNeilus Truck & Manufacturing in the amount of $102,479 through the Texas Local Government Statewide Purchasing Cooperative Buyboard Contract #425-13**

**Proposed Date of Award: March 23, 2015**

I concur with the recommendation of Travis Switzer – Assistant Director of Public Services, and Ernest Ramos – Fleet & Materials Manager to issue a purchase order for a front loader body to McNeilus Companies/McNeilus Truck & Manufacturing, as outlined in the attached quotation, for a total expenditure of $102,479.

The above referenced refuse body has been competitively bid through the Texas Local Government Statewide Purchasing Cooperative (Buyboard) Contract #425-13. The City of Richardson is a member of the Texas Local Government Statewide Purchasing Cooperative through our existing interlocal agreement for cooperative purchasing pursuant to Texas Government Code, Chapter 791.025 and Texas Local Government Code, Subchapter F, Section 271.102. This agreement automatically renews annually unless either party gives prior notice of termination.

Funding is available in account 598-2050-581-7421, Project #CS1501 for this expenditure.

Concur:

Kent Pfeil

ATTACHMENTS

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

# MEMO

DATE: March 16, 2015

TO: Pam Kirkland, Purchasing Manager

FROM; Ernie Ramos, Fleet & Materials Manager

RE: Capital Equipment Purchase, CS1501, Front Loader Body via TASB Buyboard Contract 425-13

I have reviewed the existing contract referenced above and recommend purchasing a McNeilus Atlantic Series 40-yard Front Loader Body from McNeilus Companies/McNeilus Truck & Manufacturing for an amount of $102,479. I have reviewed and approved the quote with options listed from McNeilus Companies/ McNeilus Truck & Manufacturing.

The funding for this purchase is funded from account # 598-2050-581-7421, Project # CS1501. The contact at McNeilus Companies is Mr. Hunter Moore and he can be reached at (972) 225-2313, or E-mail: hmoore@mcneilusco.com, Fax: (972) 225-7077. Please order the body with options as specified on the quote.

Attachment/s: Buyboard quote (1-page)
Buyboard Contract (3-pages)
Buyboard Vendor Contract Information (1-page)

CC: Travis Switzer, Assistant Director of Public Services
Darryl Fourte, Director of Public Services
Kent Pfeil, Director of Finance

# MEMO

To: Pam Kirkland, Purchasing Manager

From: Ryan Delzell, Solid Waste Operations Superintendent RD

Date: 3/17/2015

Re: McNeilus Frontloader Purchase CS1501

The Solid Waste Division of the Public Services Department concurs with the recommendation of Ernie Ramos, Fleet & Materials Manager, to purchase a frontloader body from McNeilus Companies in the amount of $102,479 using account 598-2050-581-7421.

**BuyBoard** **McNeilus Truck Manufacturing - Dallas**

*The following detials shall be provided with any BuyBoad purchase order (Fax Purchase Order to {800}211-5454*

| | | | |
|---|---|---|---|
| | | Prepared By: | **Hunter Moore** |
| **BuyBoard Vendor:** | **McNeilus Truck & Manufacturing** | Vendor Phone: | (214) 846-6739 |
| **[Address P.O. to:]** | **1101 I-45 South** | Vendor Fax: | (972)225-7077 |
| | **Hutchins TX 75141** | Vendor Toll Free | |
| | | Date Prepared | 12/29/2014 |
| **Government Agency:** | **City of Richardson** | **Gov. Agency** | Same |
| **[Ship to:]** | **1266 Columbia Dr.** | **[Bill to:]** | Same |
| | **Richardson, TX 75083** | | |
| **Contacts Name:** | **Ernie Ramos** | Gov. Agn. Phone No: 972-744-4421 | G. A. Fax No: 972-744-5812 |
| Product Description: | **McNeilus 40yd Front Loader** | | |

I: **BuyBoard Contrac** 425-13 Price List: 19 Base Price **$ 89,068.00**

II: Base Bid Options (Itemize Below)

| | | | | | |
|---|---|---|---|---|---|
| * | Add Top Spot Mirror | $ 150.00 | * | Low Hyd Light | $199 |
| * | Center Stop Light | $ 205.00 | * | Camera System 4 Cameras | $ 1,727.00 |
| * | Fender Lights | $ 276.00 | * | Hopper Lights | |
| * | 20lb. Fire ext. | $ 518.00 | * | Vulcan Axle Scale | $ 3,332.00 |
| * | 5lb Fire ext. | $ 101.00 | * | | |
| * | Safety triangles | $ 67.00 | * | | |
| * | Service Lift | $ 3,108.00 | * | | |
| * | Smart Lights | $ 810.00 | * | | |
| | **Subtotal** | **$ 5,235.00** | | **Subtotal** | **$ 5,258.00** |

Contract List Price Total **$ 10,493.00**

III: Subtotal of I + II => **BuyBoard Contract Price:** $ 99,561.00

IV: Non-Base Options (Itemize below) NON-BASE = #DIV/0! %

| | | | | | |
|---|---|---|---|---|---|
| * | Buy board fee | $ 400.00 | | | $ - |
| * | Freight | $ 2,518.00 | | | $ - |
| * | | $ - | | | $ - |
| * | | $ - | | Admin | |
| | **Subtotal** | **$ 2,918.00** | | **Subtotal** | **$ -** |

V Unpublished Options added to Contract Price (Subtotal of Co. 1 & Col 2) **$ 2,918.00**

VI Total **IV + VI** **$ 102,479.00**

VII **Quantity Ordered** Units: 1 x "E" **$ 102,479.00**

VIII Trade-in or other Credit(s) $ -

IX **TOTAL PURCHASE PRICE INCLUDING VII + VIII** $ 102,479.00

**Contract effective dates: 12/29/14 to 12/28/2017**

E.R.

**Fax all Purchase Orders to BuyBoard at (800) 211-5454**