

**RICHARDSON CITY COUNCIL  
MONDAY, APRIL 25, 2016  
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, April 25, 2016 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 THE 2016 GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS AND CERTIFICATES OF OBLIGATION SALE**

**C. REVIEW AND DISCUSS A PREVIEW OF THE MAIN STREET/CENTRAL EXPRESSWAY CORRIDOR SOUTH END TOUR**

**D. REVIEW AND DISCUSS 2016 SUMMER CAMP PREVIEW AND STANDARDS OF CARE FOR YOUTH PROGRAMS**

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

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

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

**1. INVOCATION – BOB TOWNSEND**

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

**3. MINUTES OF THE APRIL 11, 2016 AND APRIL 18, 2016 MEETINGS**

**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.*

5. CONSIDER APPOINTMENTS AND REAPPOINTMENTS TO THE NORTH TEXAS MUNICIPAL WATER DISTRICT AND ZONING BOARD OF ADJUSTMENT.

**ACTION ITEMS:**

6. CONSIDER ORDINANCE NO. 4158, APPOINTING CHRIS W. GUMBERT AS THE PRESIDING MUNICIPAL JUDGE AND RAYMOND D. NOAH AND WILLIAM E. GEYER AS THE ASSISTANT MUNICIPAL JUDGES OF THE MUNICIPAL COURT OF RECORD NO. 1 OF THE CITY OF RICHARDSON.
7. CONSIDER ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE AND SALE OF "CITY OF RICHARDSON, TEXAS, GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2016A", INCLUDING THE ADOPTION OF ORDINANCE NO. 4159, AUTHORIZING THE ISSUANCE OF SUCH BONDS AND PROVIDING FOR THE REDEMPTION OF THE OBLIGATIONS BEING REFUNDED.
8. CONSIDER ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE AND SALE OF "CITY OF RICHARDSON, TEXAS, GENERAL OBLIGATION BONDS, TAXABLE SERIES 2016B", INCLUDING THE ADOPTION OF ORDINANCE NO. 4160, AUTHORIZING THE ISSUANCE OF SUCH BONDS.
9. CONSIDER ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE AND SALE OF "CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016", INCLUDING THE ADOPTION OF ORDINANCE NO. 4161, AUTHORIZING THE ISSUANCE OF SUCH CERTIFICATES OF OBLIGATION.

**PUBLIC HEARING ITEM:**

10. PUBLIC HEARING AND CONSIDER ORDINANCE NO. 4162, ADOPTING STANDARDS OF CARE FOR YOUTH PROGRAMS OFFERED BY THE RICHARDSON PARKS AND RECREATION DEPARTMENT.

**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 THE FOLLOWING ORDINANCES:

1. ORDINANCE NO. 4163, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP BY GRANTING A CHANGE IN ZONING TO GRANT A SPECIAL PERMIT WITH CONDITIONS FOR OFF-SITE ACCESSORY PARKING FOR A "MOTOR VEHICLE SALES/LEASING, NEW" USE ON A 4.82-ACRE TRACT ZONED O-M OFFICE, LOCATED ON THE WEST SIDE OF GATEWAY BOULEVARD, BETWEEN MUNICIPAL DRIVE AND OMNI DRIVE, RICHARDSON, TEXAS.
2. ORDINANCE NO. 4164, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP TO GRANT A CHANGE IN ZONING TO GRANT A SPECIAL PERMIT FOR A RESTAURANT WITH DRIVE-THROUGH SERVICE ON A 1.394-ACRE TRACT OF LAND ZONED C-M COMMERCIAL LOCATED AT 1251 E. BELT LINE ROAD, RICHARDSON, TEXAS.

B. CONSIDER THE FOLLOWING RESOLUTIONS:

1. RESOLUTION NO. 16-08, ABANDONING AND VACATING A CONSTRUCTION EASEMENT CONVEYED TO THE CITY OF RICHARDSON IN 1994 TO PROVIDE FOR CONSTRUCTION OF A DETENTION POND GENERALLY LOCATED NORTH OF RENNER ROAD, WEST OF GREENSIDE DRIVE.

2. RESOLUTION NO. 16-09, AUTHORIZING THE TERMINATION OF DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS DATED MARCH 29, 2010, EXECUTED BY GALATYN PROPERTY, LTD. RELATING TO THE DEVELOPMENT OF TRACT 6 AS DESCRIBED IN ORDINANCE NO. 2735-A.
3. RESOLUTION NO. 16-10, AUTHORIZING THE TERMINATION AND RELEASE OF RESERVATIONS, RESTRICTIONS, AND COVENANTS FOR GALATYN PARK II.
4. RESOLUTION NO. 16-11, APPROVING THE ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION AND THE SECOND AMENDED AND RESTATED BYLAWS OF THE RICHARDSON IMPROVEMENT CORPORATION.

C. CONSIDER AWARD OF THE FOLLOWING BIDS:

1. BID #09-16 – WE RECOMMEND THE AWARD TO GHB EQUIPMENT CO. LLC FOR THE REBID OF ARAPAHO ROAD CULVERTS RAILING REPLACEMENTS IN THE AMOUNT OF \$496,556.00.
2. BID #48-16 – WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO INTERCON CONSTRUCTION CO. INC. DBA INTERCON DEMOLITION FOR HAULING OF CONSTRUCTION DEBRIS PURSUANT TO UNIT PRICES.
3. BID #53-16 – WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO TEXAS HIGHWAY PRODUCTS FOR TRAFFIC SIGNAL CONTROLLER HARDWARE PURSUANT TO UNIT PRICES.
4. BID #56-16 – WE REQUEST AUTHORIZATION TO ISSUE A COOPERATIVE ANNUAL REQUIREMENTS CONTRACT TO CASCO INDUSTRIES, INC. FOR FIRE DEPARTMENT BUNKER GEAR THROUGH THE CITY OF NORTH RICHLAND HILLS REQUEST FOR PROPOSAL (“RFP”) #15-017 PURSUANT TO UNIT PRICES.
5. BID #57-16 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO MEDORA CORPORATION FOR THREE (3) SOLAR POWERED POTABLE WATER TANK MIXERS FOR GROUND AND ELEVATED STORAGE TANKS IN THE AMOUNT OF \$138,457.

- D. AUTHORIZE THE CITY MANAGER TO EXECUTE CHANGE ORDER #1 TO DECREASE THE CONTRACT AMOUNT AND ORIGINAL AWARDED AMOUNT OF BID #09-16 TO GHB EQUIPMENT CO. LLC, FOR THE REBID OF ARAPAHO ROAD CULVERTS RAILING REPLACEMENTS IN THE AMOUNT OF (\$34,780.00).

---

• **ADJOURN**

I CERTIFY THE ABOVE AGENDA WAS POSTED ON THE BULLETIN BOARD AT THE CIVIC CENTER/CITY HALL ON FRIDAY, APRIL 22, 2016, BY 5:00 P.M.

\_\_\_\_\_  
AIMEE NEMER, CITY SECRETARY

ACCOMMODATION REQUESTS FOR PERSONS WITH DISABILITIES SHOULD BE MADE AT LEAST 48 HOURS PRIOR TO THE MEETING BY CONTACTING TAYLOR LOUGH, ADA COORDINATOR, VIA PHONE AT 972 744-4208, VIA EMAIL AT ADACoordinator@cor.gov, OR BY APPOINTMENT AT 411 W. ARAPAHO ROAD, RICHARDSON, TEXAS 75080.

PURSUANT TO SECTION 30.06 PENAL CODE (TRESPASS BY HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.

PURSUANT TO SECTION 30.07 PENAL CODE (TRESPASS BY HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY.

FOR THE PURPOSE OF THIS NOTICE "PROPERTY" SHALL MEAN THE RICHARDSON ROOM AND COUNCIL CHAMBERS.



City of Richardson  
City Council Worksession  
Agenda Item Summary



**Worksession Meeting Date:** Monday, April 25, 2016

**Agenda Item:** 2016 GO Refunding and Improvement Bond and Certificate of Obligation Sale

**Staff Resource:** Kent Pfeil, Chief Financial Officer  
Keith Dagen, Director of Finance

**Summary:** Representatives from the City's Financial Advisors (First Southwest Company) and Bond Counsel (Norton Rose Fulbright L.L.P.) will review the city's issuance of: 1) General Obligation Refunding and Improvement Bonds, Series 2016A; 2) Combination Tax and Revenue Certificates of Obligation, Series 2016; and 3) General Obligation Bonds, Taxable Series 2016B.

This Monday's presentation will provide the results of the final pricing.

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

**Action Proposed:** Approval of three separate ordinances related to each of the debt issuances mentioned above.



City of Richardson  
City Council Work Session  
Agenda Item Summary



**Work Session Meeting Date:** Monday, April 25, 2016

**Agenda Item:** Review and discuss a preview of the Main Street/Central Expressway Corridor South End Tour.

**Staff Resource:** Tina Firgens, Planning Projects Manager

**Summary:** Staff will provide a preview of the City Council's upcoming tour of the southern end of the Main Street/Central Expressway Corridor, scheduled for Saturday, April 30, 2016. The purpose of the tour is to re-familiarize City Council with existing land uses and characteristics, as well as the visions crafted for each of the four sub-districts – Gateway Commercial, Trailside, McKamy Spring, and Creative Corporate – in preparation for the creation of new comprehensive development regulations for each of the sub-districts.

The rezoning of the south end of the Main Street/Central Expressway Corridor is the next step in the City's rezoning initiative for implementing the Main Street/Central Expressway Enhancement/Redevelopment Study that City Council received in January 2013.

**Board/Commission Action:** None

**Action Proposed:** Review and Discuss



City of Richardson  
City Council Worksession  
Agenda Item Summary



---

**Worksession Meeting Date:** Monday, April 25, 2016

**Agenda Item:** Review and Discuss 2016 Summer Camp Preview and Standards of Care for Youth Programs

**Staff Resource:** Heidi Scalice, Recreation Coordinator for Summer Camp

**Summary:** City staff will provide an overview of the 2016 Summer Camp Program. This presentation will highlight the award-winning summer program and set the stage for the annual "Standards of Care" ordinance required by the Texas Human Resource Code. The ordinance requires a public hearing on Standards of Care to be conducted by the City Council and is scheduled during the regular City Council Meeting.

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

**Action Proposed:** N/A

---

**MINUTES**  
**RICHARDSON CITY COUNCIL**  
**WORK SESSION AND COUNCIL MEETING**  
**APRIL 11, 2016**

• **Call to Order**

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

Paul Voelker	Mayor
Mark Solomon	Mayor Pro Tem
Bob Townsend	Councilmember
Scott Dunn	Councilmember
Mabel Simpson	Councilmember
Marta Gomez Frey	Councilmember
Steve Mitchell	Councilmember

The following staff members were also present:

Dan Johnson	City Manager
Don Magner	First Assistant City Manager
Kent Pfeil	Chief Financial Officer
Cliff Miller	Assistant City Manager Development Services
Shanna Sims-Bradish	Assistant City Manager Admin/Leisure Services
Aimee Nemer	City Secretary
Taylor Lough	Assistant to the City Manager
Michael Spicer	Director of Development Services
Bill Alsup	Director of Health
Brent Tignor	Chief Building Official

**COUNCIL MEETING – 7:00 PM, COUNCIL CHAMBER**

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

Michael Spicer, Director of Development Services, reviewed Zoning Cases 16-02, 16-05, and 16-06. Brent Tignor, Chief Building Official, reviewed Sign Control Board Cases 16-03 and 16-05.

**B. REVIEW AND DISCUSS THE TRASH BASH**

Bill Alsup, Director of Health, reviewed the upcoming 2016 Trash Bash.

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

**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 28, 2016 AND APRIL 4, 2016 MEETINGS**

### Council Action

Mayor Pro Tem Solomon moved to approve the Minutes as presented. Councilmember Frey seconded the motion. A vote was taken and passed, 7-0.

### **4. VISITORS**

There were no visitors comments submitted.

### **PUBLIC HEARING ITEMS:**

- 5. PUBLIC HEARING, ZONING FILE 16-02: A REQUEST BY TREVOR BRICKMAN, REPRESENTING CENTRE LIVING HOMES, FOR A CHANGE IN ZONING FROM PD PLANNED DEVELOPMENT FOR C-M COMMERCIAL USES TO PD PLANNED DEVELOPMENT TO ACCOMMODATE THE DEVELOPMENT OF A SINGLE-FAMILY NEIGHBORHOOD ON A 2.44-ACRE TRACT OF LAND LOCATED AT THE SOUTHWEST CORNER OF CITYLINE DRIVE AND THE FUTURE EXTENSION OF FOXBORO DRIVE.**

### Public Hearing

After questions to the applicant regarding landscaping, screening from the adjacent commercial property dumpster, underground utilities, and the private road, Councilmember Townsend moved to close the Public Hearing, seconded by Mayor Pro Tem Solomon, and approved unanimously.

### Council Action

Councilmember Mitchell moved to approve the request with the conditions that existing utilities be moved underground, and that the two lots facing the dumpster located on the adjacent retail property are specified in the homeowners association covenant, conditions, and restrictions. Councilmember Simpson seconded the motion. A vote was take and passed, 7-0.

- 6. PUBLIC HEARING, ZONING FILE 16-05: A REQUEST BY JOHN MCFADDIN, ON BEHALF OF COURTESY NISSAN, FOR APPROVAL OF A SPECIAL PERMIT TO ALLOW OFF-SITE ACCESSORY PARKING TO BE LOCATED AT 1701-1801 GATEWAY BOULEVARD, ON THE WEST SIDE OF GATEWAY BOULEVARD BETWEEN MUNICIPAL DRIVE AND OMNI DRIVE. THE PROPERTY IS CURRENTLY ZONED O-M OFFICE.**

### Public Hearing

John McFaddin, representing the applicant, addressed Council and was available to answer questions. Mr. Greg Cannon, Colliers Real Estate Company, spoke in favor of the request. With no further comments, Councilmember Simpson moved to close the Public Hearing, seconded by Councilmember Mitchell, and approved unanimously.

### Council Action

Mayor Pro Tem Solomon moved to approve the request as presented. Councilmember Simpson seconded the motion. A vote was taken and passed, 7-0.

- 7. PUBLIC HEARING, ZONING FILE 16-06: A REQUEST BY LESLIE FORD, REPRESENTING ROGUE ARCHITECTS, FOR APPROVAL OF A SPECIAL PERMIT FOR A RESTAURANT WITH DRIVE-THROUGH SERVICE TO BE**

**LOCATED AT 1251 E. BELT LINE ROAD (NORTH SIDE OF BELT LINE ROAD, WEST OF PLANO ROAD). THE PROPERTY IS CURRENTLY ZONED C-M COMMERCIAL.**

**Public Hearing**

Leslie Ford and Elaine Pickering, representing the applicant, addressed Council and were available to answer questions. With no further comments, Councilmember Frey moved to close the Public Hearing, seconded by Councilmember Dunn, and approved unanimously.

**Council Action**

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

**ACTION ITEM:**

- 8. RECEIVE THE APRIL 6, 2016 SIGN CONTROL BOARD MINUTES AND CONSIDER FINAL APPROVAL OF SCB CASE #16-03, 701 W. SPRING VALLEY RD., A VARIANCE FOR SPRING VALLEY GAS AND MORE AND SCB CASE #16-05, 101 S. COIT RD., A VARIANCE FOR DALRICH SHOPPING CENTER.**

**Council Action**

Councilmember Townsend moved to approve the Sign Control Board Minutes and SCB Case #16-03 and #16-05. Mayor Pro Tem Solomon seconded the motion. A vote was taken and passed, 7-0.

- 9. CONSENT AGENDA:**

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

- 1. ORDINANCE NO. 4156, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP BY GRANTING A CHANGE IN ZONING TO GRANT A SPECIAL PERMIT WITH CONDITIONS FOR A TEMPORARY OPEN AIR MARKET ON A 12.7-ACRE TRACT ZONED C-M COMMERCIAL, LOCATED AT THE SOUTHEAST CORNER OF COIT ROAD AND BELT LINE ROAD, RICHARDSON, TEXAS.**
- 2. ORDINANCE NO. 4157, AMENDING THE CODE OF ORDINANCES, BY AMENDING CHAPTER 2, ARTICLE VII, UPDATING THE RECORDS MANAGEMENT PROGRAM.**

**B. CONSIDER RESOLUTION NO. 16-07, ESTABLISHING FEES AND CHARGES FOR SHERRILL PARK GOLF COURSE.**

**C. AUTHORIZE THE ADVERTISEMENT OF BID #54-16 – REBID OF GRANT DRIVE AND MERRIE CIRCLE WATERLINE. BIDS TO BE RECEIVED BY THURSDAY, APRIL 28, 2016 AT 2:00 P.M.**

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

1. **BID #02-16 – WE RECOMMEND THE AWARD TO KEN-DO CONTRACTING, LP, FOR THE 2015 RESIDENTAL SIDEWALK REPLACEMENT PROGRAM REGION 3 IN THE AMOUNT OF \$276,535.**
2. **BID #52-16 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO SHAW INDUSTRIES, INC. FOR THE COOPERATIVE PURCHASE OF REPLACEMENT CARPETING FOR THE HILL PERFORMANCE HALL AND THE BANK OF AMERICA THEATRE IN THE EISEMANN CENTER THROUGH THE NATIONAL JOINT POWERS ALLIANCE® ("NJPA" ) CONTRACT #022712-SII IN THE AMOUNT OF \$93,423.04.**

**Council Action**

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

**ADJOURNMENT**

With no further business, the meeting was adjourned at 7:54 p.m.

---

MAYOR

ATTEST:

---

CITY SECRETARY

**MINUTES**  
**RICHARDSON CITY COUNCIL**  
**WORK SESSION MEETING**  
**APRIL 18, 2016**

• **Call to Order**

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

Paul Voelker	Mayor
Mark Solomon	Mayor Pro Tem
Bob Townsend	Councilmember
Scott Dunn	Councilmember
Mabel Simpson	Councilmember
Marta Gomez Frey	Councilmember
Steve Mitchell	Councilmember

The following staff members were also present:

Shanna Sims-Bradish	Assistant City Manager Admin/Leisure Services
Cliff Miller	Assistant City Manager Development Services
Kent Pfeil	Chief Financial Officer
Aimee Nemer	City Secretary
Taylor Lough	Assistant to the City Manager
Suzanne Etman	Community Events Manager
Susan Allison	Director of Library Services

Absent (at conference)

Dan Johnson	City Manager
Don Magner	First Assistant City Manager

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

**A. VISITORS**

There were no visitors comments submitted.

**C. PRESENTATION OF PROCLAMATION FOR RECORDS MANAGEMENT MONTH**

Mayor Voelker presented a proclamation to Patti Tschirhart, Records Management Coordinator, and department Records Management Liaisons.

**D. REVIEW AND DISCUSS THE REALTORS AND NEIGHBORHOOD LEADERSHIP WORKSHOPS**

Taylor Lough, Assistant to the City Manager, reviewed the workshop events for Council.

**E. REVIEW AND DISCUSS THE SPRING 2016 COTTONWOOD ART FESTIVAL**

Suzanne Etman, Community Events Manager, reviewed the Cottonwood Art Festival for Council.

**F. REVIEW AND DISCUSS UPDATE ON LIBRARY PROGRAMMING AND TECHNOLOGY INITIATIVES**

Susan Allison, Library Director, provided an update to Council regarding library programming and technology initiatives.

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

Councilmember Frey reported on the Trash Bash with over 1000 registrants and recognized partner First United Methodist Church of Richardson.

Mayor Pro Tem Solomon reported on the numerous pet adoptions from the Animal Shelter in conjunction with Trash Bash. He also reported on the grand opening of Whole Foods and noted that a percentage of their proceeds that day were donated to The Richardson Symphony Orchestra.

Councilmember Mitchell noted that Lake Lavon was only at 83% capacity this time last year and it is now at 100% capacity and actually two feet over.

Mayor Voelker reported that he and members from Fire Station No. 2 attended a 100<sup>th</sup> Birthday celebration for Mr. Lewis Powell.

**ADJOURNMENT**

With no further business, the meeting was adjourned at 6:57 p.m.

\_\_\_\_\_  
MAYOR

ATTEST:

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



City of Richardson  
City Council Meeting  
Agenda Item Summary



---

**Meeting Date:** Monday, April 25, 2016

**Agenda Item:** Consider appointments and reappointments to the North Texas Municipal Water District and Zoning Board of Adjustment.

**Staff Resource:** Dan Johnson, City Manager

**Summary:** The City Council met on March 21, 2016, to discuss appointments to these boards and commissions. This item is set to provide Council the opportunity to take action regarding the various appointments.

**Board/Commission Action:** NA

**Action Proposed:** Take action making appointments to the North Texas Municipal Water District and Zoning Board of Adjustment.

---

**ORDINANCE NO. 4158**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPOINTING A PRESIDING MUNICIPAL JUDGE AND ASSISTANT MUNICIPAL JUDGES OF THE MUNICIPAL COURT OF RECORD NO. 1 OF THE CITY OF RICHARDSON; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Richardson, Texas, previously appointed a Presiding Municipal Judge and Assistant Municipal Judges to the Municipal Court of Record No. 1; and

**WHEREAS**, the Section 7.04 of the Home Rule Charter of the City of Richardson authorizes the City Council to appoint assistant judges of the municipal court; and

**WHEREAS**, the City Council finds that the judges of the Municipal Court of Record No. 1 should be appointed; **NOW, THEREFORE**,

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

**SECTION 1.** That the City Council specifically finds and determines that Chrissi W. Gumbert shall be and is hereby appointed as the Presiding Municipal Judge of the Municipal Court of Record No. 1 of the City of Richardson, and that Raymond D. Noah and William E. Geyer shall be and are hereby appointed as the Assistant Municipal Judges of the Municipal Court of Record No. 1 of the City of Richardson, each to serve a term of office of two (2) years commencing on April 27, 2016, and ending April 27, 2018.

**SECTION 2.** That all provisions of the ordinances of the City of Richardson, Texas, in conflict with the provisions of this Ordinance be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**SECTION 3.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be invalid, void or unconstitutional, the same shall

not affect the validity of the remaining portions of said Ordinance which shall remain in full force and effect.

**SECTION 4.** That an offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the ordinances of the City of Richardson, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 5.** That this Ordinance shall take effect immediately upon 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 25<sup>th</sup> day of April, 2016.

**APPROVED:**

---

**MAYOR**

**APPROVED AS TO FORM:**

**CORRECTLY ENROLLED:**

---

**CITY ATTORNEY**

(PGS:3-31-16:TM 75820)

---

**CITY SECRETARY**

ORDINANCE NO. 4159

AN ORDINANCE authorizing the issuance of "CITY OF RICHARDSON, TEXAS, GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2016A," specifying the terms and features of said bonds; levying a continuing direct annual ad valorem tax for the payment of said bonds; 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 Special Escrow Agreement and a Purchase Agreement, and the approval and distribution of a Preliminary Official Statement and an Official Statement pertaining thereto; and providing an effective date.

WHEREAS, the City Council (the "City Council") of the City of Richardson, Texas (the "City"), has heretofore issued, sold and delivered, and there are currently outstanding obligations to be refunded totaling in principal amount of \$23,155,000 (hereinafter collectively called the "Refunded Obligations"), to wit:

- (1) "City of Richardson, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2006," dated July 1, 2006, maturing February 15 in each of the years 2017 through 2026, inclusive, and aggregating in the principal amount of \$935,000 (the "Series 2006 Refunded Certificates"); and
- (2) "City of Richardson, Texas, General Obligation Refunding and Improvement Bonds, Series 2006," dated July 1, 2006, maturing February 15 in each of the years 2017 through 2026, inclusive, and aggregating in the principal amount of \$16,015,000 (the "Series 2006 Refunded Bonds"); and
- (3) "City of Richardson, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2007," dated April 15, 2007, maturing February 15 in each of the years 2018 through 2027, inclusive, and aggregating in the principal amount of \$3,100,000 (the "Series 2007 Refunded Certificates"); and
- (4) "City of Richardson, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2008," dated April 15, 2008, maturing February 15 in each of the years 2019 through 2028, inclusive, and aggregating in the principal amount of \$3,105,000 (the "Series 2008 Refunded Certificates"); and

WHEREAS, pursuant to the provisions of Texas Government Code, Chapter 1207, as amended, the City Council is authorized to issue refunding bonds and deposit the proceeds of the sale thereof directly with the place of payment for the Refunded Obligations, and such deposit, when made in accordance with said statute, and the ordinances authorizing the issuance of the Refunded Obligations, 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 in order to achieve a gross present value savings of \$\_\_\_\_\_ in debt service payments on such indebtedness, and the refunding will further provide a net present value benefit to the City of \$\_\_\_\_\_; and

WHEREAS, in addition to the bonds to be issued to refund the Refunded Obligations, the City Council further finds and determines that \$3,000,000 in principal amount of general obligation bonds approved and authorized to be issued at an election held on November 3, 2015, should be issued and sold at this time pursuant to Texas Government Code, Chapter 1331, as amended; a summary of the general obligation bonds authorized at said election and at the election held on December 6, 1997, the principal amounts authorized, amounts heretofore issued and being issued pursuant to this ordinance and the ordinance authorizing the "City of Richardson, Texas General Obligation Bonds, Taxable Series 2016B" (the "Series 2016B Bonds") being issued concurrently with the bonds herein authorized and amounts remaining to be issued subsequent hereto being as follows:

<u>Purpose</u>	<u>Date Approved</u>	<u>Principal Amount Approved (\$)</u>	<u>Amounts Previously Issued (\$)</u>	<u>Amounts Being Issued (\$)</u>	<u>*Premium Applied (\$)</u>	<u>Amounts Remaining (\$)</u>
Streets & Drainage	12/06/97	33,428,959	33,425,000	0	0	3,959
Sidewalks & Bridges	12/06/97	7,445,209	7,445,000	0	0	209
Parks & Recreation	12/06/97	17,948,716	14,910,000	0	0	3,038,716
Public Buildings	12/06/97	19,176,435	19,175,000	0	0	1,435
Municipal Public Buildings	11/03/15	67,000,000	0	6,880,000**	_____***	0
Streets & Drainage	11/03/15	38,570,000	0	1,260,000	_____	
Park & Recreational Facilities	11/03/15	7,230,000	0	90,000	_____	
Sidewalks	11/03/15	<u>2,200,000</u>	<u>0</u>	<u>270,000</u>	_____	
		192,999,319	74,955,000	8,500,000		3,044,319

\*Original issue premium in the amount of \$\_\_\_\_\_ which the City has allocated to and applied against the voted authorization referenced in the above table results in a total amount of \$\_\_\_\_\_ allocated to and applied against the voted authorization.

\*\* \$1,380,000 of this amount relates to the bonds herein authorized and \$5,500,000 of this amount relates to the Series 2016B Bonds.

\*\*\* \$\_\_\_\_\_ of this amount relates to the bonds herein authorized and \$\_\_\_\_\_ of this amount relates to the Series 2016B Bonds.

AND WHEREAS, the City Council hereby reserves and retains the right to issue the balance of unissued bonds approved at said elections in one or more installments when, in the judgment of the City Council, funds are needed to accomplish the purposes for which such bonds were voted, and now, therefore,

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

Section 1: Authorization - Designation - Principal Amount - Purpose. General obligation refunding and improvement 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 AND IMPROVEMENT BONDS, SERIES 2016A" (hereinafter referred to as the "Bonds"), for the purpose of providing funds for (1) the discharge and final payment of certain outstanding

obligations of the City (identified in the preamble hereof and referred to as the “Refunded Obligations”); (2) permanent public improvements and public purposes, to wit: (i) constructing, improving, renovating, expanding and equipping municipal public buildings and the acquisition of land therefor, (ii) acquiring, constructing, improving and maintaining streets, thoroughfares, alleyways and sidewalks within the City including related storm drainage improvements, traffic signalization and signage, traffic management equipment, creek erosion, bridge and culvert improvements and utility relocations and the acquisition of land therefor, (iii) acquiring, constructing, improving, expanding, renovating and equipping park and recreation facilities of the City and the acquisition of land therefor and (iv) constructing, improving, extending, repairing sidewalks and related improvements; and (3) to pay the costs of issuance, all in accordance with authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Chapters 1207 and 1331 of the Texas Government Code, as amended.

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 April 15, 2016 (the “Issue 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 principal amounts (the “Stated Maturities”) and bear interest at the rate(s) per annum in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017	\$ _____	_____ %
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		

Bonds shall bear interest on the unpaid principal amounts from the Issue Date at the rate(s) per annum shown above in this Section (calculated on the basis of a 360-day year consisting of twelve 30-day months). Interest on the Bonds shall be payable on February 15 and August 15 in each year until maturity or prior redemption, commencing February 15, 2017.

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 Security Register (defined below) for the Bonds 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 by City staff of Regions Bank, Houston, Texas to serve as Paying Agent/Registrar for the Bonds is hereby confirmed and any prior action taken by the Director of Finance or other City staff in connection with such selection is hereby ratified, 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 Bonds (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 Director of Finance or other authorized representative of the City is authorized to execute and deliver such 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 their Stated Maturities or upon their earlier redemption only upon presentation and surrender 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 Bonds shall be a Saturday, Sunday, 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 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 non-payment of interest on one or more maturities on a scheduled payment date on the Bonds, and for thirty (30) days thereafter, a new record date for such interest payment for such maturity or maturities (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 of the Bonds 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 having Stated Maturities on and after February 15, 2027, 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, 2026 or on any date thereafter at the redemption price of par, together with accrued interest to the redemption date.

(b) Exercise of Redemption Option. At least forty-five (45) days prior to a redemption date (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem Bonds, the principal amount of each Stated Maturity to be redeemed and the date set for the redemption thereof.

(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 by \$5,000 and shall select the Bonds, or principal amounts 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 last 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 to be redeemed, shall become due and payable on the redemption date specified, and the accruing of interest shall cease from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of the Bonds to be redeemed, in whole or in part, by the Holder. If a Bond is subject by its terms to prior redemption and has been called for redemption and notice of redemption has been duly given or waived as herein provided, such Bond (or the principal amount 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 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. If a conditional notice of redemption is given and such prerequisites to the redemption and 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. A Security Register relating to the registration, payment and transfer or exchange of the Bonds 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 Holder of the Bonds issued under and pursuant to the provisions of this Ordinance. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of like kind, of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond 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 Bond (other than the Initial Bond(s) authorized 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 assignee or transferee of the previous Holder, one or more new Bonds of authorized denominations and of like 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) authorized 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 upon any such transfer or exchange shall be delivered at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States Mail, first class postage prepaid, to the Holder and, upon the delivery thereof, the same shall be 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 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 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 on 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 herein relating to the payment, redemption 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 ("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 Representation from the Paying Agent/Registrar to DTC (collectively, 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 decides to discontinue use of the system of book-entry transfers through DTC, 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 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 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 Issue Date shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals, or either of them, 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 or her 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 upon any Bond duly signed 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 total 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, or (ii) as 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 Bonds 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 the 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 thereof. 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 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.

The City may provide (i) for the issuance of one fully registered Bond for each Stated Maturity in the aggregate principal amount of each Stated Maturity and (ii) for the registration of

such Bonds in the name of a securities depository, or the nominee thereof. While the Bond is registered in the name of a securities depository or its nominee, references herein and in the Bonds to the Holder or registered owner of such Bonds shall mean the securities depository or its nominee and shall not mean any other person.

(b) Form of Definitive Bond.

REGISTERED  
NO. R-\_\_\_\_\_

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

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF RICHARDSON, TEXAS  
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND  
SERIES 2016A

Issue Date:	Interest Rate:	Stated Maturity:	CUSIP No.:
April 15, 2016	_____	_____	_____

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"), 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 Issue Date) at the per annum rate of interest specified above computed on the basis of a 360-day year consisting of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, until maturity or prior redemption, commencing February 15, 2017. Principal of this Bond is payable at its Stated Maturity or date of 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 Bonds shall be a Saturday, Sunday, 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 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. All payments of principal of, premium, if any, and interest on this Bond 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 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 (1) the discharge and final payment of certain outstanding obligations of the City (identified in the Ordinance and referred to as the "Refunded Obligations"); (2) permanent public improvements and public purposes, to wit: (i) constructing, improving, renovating, expanding and equipping municipal public buildings and the acquisition of land therefor, (ii) acquiring, constructing, improving and maintaining streets, thoroughfares, alleyways and sidewalks within the City including related storm drainage improvements, traffic signalization and signage, traffic management equipment, creek erosion, bridge and culvert improvements and utility relocations and the acquisition of land therefor, (iii) acquiring, constructing, improving, expanding, renovating and equipping park and recreation facilities of the City and the acquisition of land therefor and (iv) constructing, improving, extending, repairing sidewalks and related improvements; and (3) to pay the costs of issuance, all in accordance with authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1207 and 1331, 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 and after February 15, 2027, 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, 2026, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption and upon thirty (30) days prior written notice being sent by United States Mail, first class postage prepaid, to the Registered Owners of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance. If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof 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.

In the event of a partial redemption of the principal amount of this Bond, payment of the redemption price of such principal amount shall be made to the Registered Owner only upon presentation and surrender of this Bond to the Paying Agent/Registrar at its Designated Payment/Transfer Office, and there shall be issued to the Registered Owner hereof, without charge, 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 hereof. If this Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer this 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 hereof in the event of its redemption in part.

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 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. If a conditional notice of redemption is given and such prerequisites to the redemption and 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.

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 Registered Owner 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 Registered Owners; 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 and not otherwise defined 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 or her 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 its 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 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 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 aforesated. 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 Issue 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 only.

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER (   
OF PUBLIC ACCOUNTS (   
THE STATE OF TEXAS ( REGISTER NO. \_\_\_\_\_ )

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 office of the Paying Agent/Registrar in Birmingham, Alabama, is the Designated Payment/Transfer Office for this Bond.

REGIONS BANK, Houston, Texas,  
as Paying Agent/Registrar

Registered this 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 as follows:

Heading and the first paragraph shall be amended to read as follows:

NO. T-1

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF RICHARDSON, TEXAS  
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND  
SERIES 2016

Issue Date:  
April 15, 2016

Registered Owner: STIFEL, NICOLAUS & COMPANY, INCORPORATED

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

The City of Richardson, Texas (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 hereinabove stated on February 15 in the years and in principal installments in accordance with the following schedule:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL INSTALLMENTS</u>	<u>INTEREST RATE</u>
-----------------------------	-----------------------------------	--------------------------

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

(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 Issue Date) at the per annum rate(s) of interest specified above, computed on the basis of a 360-day year consisting of twelve 30-day months; such interest being payable on February 15 and August 15 in each year until maturity or prior redemption, commencing February 15, 2017. Principal installments of this Bond are payable at its Stated Maturity or on a redemption date to the registered owner hereof by Regions Bank, Houston, Texas (the "Paying Agent/Registrar"), upon presentation and surrender, 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 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 Bonds shall be a Saturday, Sunday, 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 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. 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 redemption at maturity 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 SERIES 2016A GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND FUND" (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, First Assistant City Manager, Chief Financial Officer, 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 of the City, 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 mutilated, 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. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use 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", 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 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 23. 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 affected thereby, 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 shall 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 the Interest and Sinking Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, 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, City Manager, First Assistant City Manager, Chief Financial Officer, 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 Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Bonds Not Hedge Bonds.

(a) At the time the original bonds refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable proceeds of such obligations within three (3) years after such obligations were issued.

(b) 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. The Bonds are a current refunding of the Series 2006 Refunded Certificates and Series 2006 Refunded Bonds (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. The refunding portion of the Bonds hereby issued shall be used in part to refund the Series 2007 Refunded Certificates and the Series 2008 Refunded Certificates (the “Advance Refunded Obligations”), and the Bonds will be issued more than 90 days before the redemption date of the Advance Refunded Obligations. The City represents as follows:

- (1) The Bonds are the first advance refunding of the Advance Refunded Obligations within the meaning of Section 149(d)(3) of the Code.
- (2) The 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.
- (3) The initial temporary period under Section 148(c) of the Code will end: (i) with respect to the proceeds of the refunding portion of the Bonds not later than thirty (30) days after the date of issue of such Bonds; and (ii) with respect to proceeds of the 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 Advance Refunded Obligations will be invested in Nonpurpose Investments having a Yield in excess of the Yield on such Advance Refunded Obligations.
- (5) The Bonds are being issued for the purposes stated in the preamble of this Ordinance. 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 Advance Refunded Obligations 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 – Purchase Agreement Approval - Official Statement Approval. The Bonds authorized by this Ordinance have been and are hereby sold to Stifel, Nicolaus & Company, Incorporated, BOSCO, 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 April 25, 2016 (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 Bonds to said Purchasers is hereby approved and authorized and declared in the best interest of the City. The Mayor is hereby authorized and directed to execute the 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 representations, warranties and agreements of the City contained therein are true and correct in all material respects and shall be honored and performed by the City. The Initial Bond shall be registered in the name of Stifel, Nicolaus & Company, Incorporated or its designee.

Furthermore, the Preliminary Official Statement prepared in connection with the public offering and sale of the Bonds is hereby ratified, confirmed and approved in all respects. The final Official Statement reflecting the terms of the sale (together with changes approved by the Mayor, Mayor Pro Tem, City Manager, First Assistant City Manager, Chief Financial Officer 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 April 25, 2016, 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 Official Statement in the final form and content 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: 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 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, First Assistant City Manager, Chief Financial Officer, 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 Bonds, including certifications as to facts, estimates, circumstances and reasonable expectations pertaining to the use, expenditure and investment of the proceeds of the Bonds, as may be necessary for the approval of the Attorney General, the registration by the Comptroller of Public Accounts and the delivery of the Bonds to the Purchasers, and, together with the City's financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the Purchasers and the initial exchange thereof for definitive Bonds.

Section 17: Special Escrow Agreement Approval - Redemption of Certain Refunded Obligations.

(a) The selection by City staff of Regions Bank (the "Escrow Agent"), to serve as escrow agent is hereby confirmed and any prior action taken by the Director of Finance or other City staff in connection with such selection is hereby ratified. The "Special Escrow Agreement" (the "Escrow Agreement") by and between the City and Regions Bank (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 Escrow 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 Director of Finance or other authorized representative of the City; and such Escrow Agreement as executed by the Director of Finance or other authorized representative of the City shall constitute the Escrow Agreement herein approved.

Furthermore, the Mayor, the City Manager, First Assistant City Manager, Chief Financial Officer and the Director of Finance, any one or more of said officials, in cooperation with the Escrow Agent, are hereby authorized and directed to make the necessary arrangements for the purchase of the federal securities referenced in the Escrow Agreement and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the "SPECIAL CITY OF RICHARDSON, TEXAS, REFUNDING BOND ESCROW FUND" (the "Escrow Fund"), including the execution of the subscription forms for the purchase and issuance of the "United States Treasury Securities State and Local Government Series"; all as contemplated and provided in Texas Government Code, Chapter 1207, as amended, this Ordinance and the Escrow Agreement.

(b) In order to provide for the refunding, discharge and retirement of the Series 2006 Refunded Certificates and the Series 2006 Refunded Bonds, the Series 2006 Refunded Certificates and the Series 2006 Refunded Bonds are hereby called for redemption on June 27, 2016 at the price of par plus accrued interest to the redemption date, and notices of such redemption shall be given in accordance with the applicable provisions of the ordinances which authorized the issuance of the Series 2006 Refunded Certificates and the Series 2006 Refunded Bonds, and Notices of Redemption in substantially the forms attached hereto as **Exhibit D-1** and **Exhibit D-2** are hereby approved.

(c) In order to provide for the refunding, discharge and retirement of the Series 2007 Refunded Certificates, the Series 2007 Refunded Certificates are hereby called for redemption on February 15, 2017, at the price of par plus accrued interest to the redemption date, and notice of such redemption shall be given in accordance with the applicable provisions of the ordinance which authorized the issuance of the Series 2007 Refunded Certificates, and a Notice of Redemption in substantially the form attached hereto as **Exhibit D-3** is hereby approved.

(d) In order to provide for the refunding, discharge and retirement of the Series 2008 Refunded Certificates, the Series 2008 Refunded Certificates are hereby called for redemption on February 15, 2018, at the price of par plus accrued interest to the redemption date, and notice of such redemption shall be given in accordance with the applicable provisions of the ordinance which authorized the issuance of the Series 2008 Refunded Certificates, and a Notice of Redemption in substantially the form attached hereto as **Exhibit D-4** is hereby approved.

Section 18: Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale of the Bonds, excluding the accrued interest received from the Purchasers, and excluding the amount to be deposited with an official depository of the City to finance the permanent public improvements referenced in Section 1 hereof and that amount which is to be used to pay the costs of issuance, shall be deposited with the Escrow Agent for application and disbursement in accordance with the provisions of the Escrow 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 and deposited for the payment of costs of issuance and for the payment of the aforesaid improvements. Any investment earnings realized shall be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund. Accrued interest received from the Purchasers as well as all surplus proceeds of sale of the Bonds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund or, with regard to proceeds, to another fund later established for the payment of any of the Bonds. The premium received associated with the portion of the Bonds relating to improvements described in Section 1 of this Ordinance shall be applied in accordance with the applicable provisions of Texas Government Code, Chapter 1201, as amended.

Additionally, on or immediately prior to the date of the delivery of the Bonds to the Purchasers, 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 maintained for the payment of the Refunded Obligations the sum of \$\_\_\_\_\_ to accomplish the refunding.

Section 19: 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 20: Cancellation. All Bonds surrendered for payment, redemption, 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 21: Legal Opinion. The Purchasers' obligation to accept delivery of the Bonds is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, Bond Counsel to the City, approving the Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds. A true and correct reproduction of said opinion or an executed counterpart thereof shall accompany the global Bonds deposited with DTC, or a reproduction thereof shall be printed on the definitive Bonds in the event the book-entry-only system shall be discontinued.

Section 22: 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 23: 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 2016, financial information and operating data with respect to the City of the general type included under Tables numbered 1 through 6 and 8 through 17 of the Official Statement and (2) within twelve months after the end of each fiscal year ending in or after 2016, and if not provided as part of such financial information and operating data, audited financial statements of the City. Any financial statements so provided shall be prepared in accordance with the accounting principles described in Appendix B of the Official Statement 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 for so long as, but only for so long as, 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) of this Section 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. 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 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 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 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) 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 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, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

Section 25: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, First Assistant City Manager, Chief Financial Officer, 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, First Assistant City Manager, Chief Financial Officer, 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 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 26: Ancillary Bond Contracts. Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, the City Council, pursuant to Texas Government Code, Chapter 1207, as amended, and other applicable law, hereby delegates to the Director of Finance the authority to independently select the counterparty to any agreement with any paying agent/registrant, rating agency, bond insurer, securities depository, escrow agent, open market securities bidding agent, escrow fund winning bidder, verification agent or any other contract that is determined by the Director of Finance, the City's financial advisor, or the City's bond counsel to be necessary or incidental to the issuance of the Bonds as long as each of such contracts has a value of less than the amount referenced in Section 2252.908 of the Texas Government Code (collectively, the "Ancillary Bond Contracts"); and, as necessary, to execute the Ancillary Bond Contracts on behalf and as the act and deed of the City. The City Council has not participated in the selection of any of the business entities which are counterparties to the Ancillary Bond Contracts.

Section 27: 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 28: 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 29: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 30: 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 31: 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 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. This Ordinance shall take effect and be in full force from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028.

*[Remainder of page intentionally left blank]*

PASSED AND ADOPTED, this April 25, 2016.

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**  
**BOND PURCHASE AGREEMENT**

**EXHIBIT C**  
**ESCROW AGREEMENT**

**EXHIBIT D-1**

**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 certificates of obligation of the above series maturing on February 15 in each of the years listed below, and aggregating in the principal amount of \$935,000 have been called for redemption on June 27, 2016 at the redemption price of par and accrued interest to the date of redemption, such certificates being identified as follows:

<u>Year of Maturity</u>	<u>Principal Amount (\$)</u>	<u>CUSIP Number</u>	<u>Year of Maturity</u>	<u>Principal Amount (\$)</u>	<u>CUSIP Number</u>
2017	75,000		2022	95,000	
2018	80,000		2023	100,000	
2019	80,000		2024	105,000	
2020	85,000		2025	110,000	
2021	90,000		2026	115,000	

ALL OF SUCH REFUNDED CERTIFICATES shall become due and payable on June 27, 2016 and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said refunded certificates shall be paid to the registered owners of such certificates only upon presentation and surrender of such certificates to Regions Bank at the following address: Attention: Corporate Trust Operations, 201 Milan Parkway, 2<sup>nd</sup> Floor, Birmingham, Alabama 35211.

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

REGIONS BANK  
1717 St. James Place, Suite 500  
Houston, Texas 77056

**EXHIBIT D-2**

**NOTICE OF REDEMPTION**

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

NOTICE IS HEREBY GIVEN that bonds of the above series maturing on February 15 in each of the years listed below, and aggregating in the principal amount of \$16,015,000 have been called for redemption on June 27, 2016 at the redemption price of par and accrued interest to the date of redemption, such certificates being identified as follows:

<u>Year of Maturity</u>	<u>Principal Amount (\$)</u>	<u>CUSIP Number</u>	<u>Year of Maturity</u>	<u>Principal Amount (\$)</u>	<u>CUSIP Number</u>
2017	1,745,000		2022	1,180,000	
2018	1,840,000		2023	1,240,000	
2019 (5.0%)	1,195,000		2024	1,305,000	
2019 (4.6%)	740,000		2025	1,370,000	
2020	2,035,000		2026	1,440,000	
2021	1,925,000				

ALL OF SUCH REFUNDED BONDS shall become due and payable on June 27, 2016 and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said refunded bonds shall be paid to the registered owners of such bonds only upon presentation and surrender of such bonds to Regions Bank at the following address: Attention: Corporate Trust Operations, 201 Milan Parkway, 2<sup>nd</sup> 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  
1717 St. James Place, Suite 500  
Houston, Texas 77056

**EXHIBIT D-3**

**NOTICE OF REDEMPTION**

**CITY OF RICHARDSON TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION  
SERIES 2007  
Dated April 15, 2007**

NOTICE IS HEREBY GIVEN that certificates of obligation of the above series maturing on February 15 in each of the years listed below, and aggregating in the principal amount of \$3,100,000 have been called for redemption on February 15, 2017 at the redemption price of par and accrued interest to the date of redemption, such certificates being identified as follows:

<u>Year of Maturity</u>	<u>Principal Amount (\$)</u>	<u>CUSIP Number</u>	<u>Year of Maturity</u>	<u>Principal Amount (\$)</u>	<u>CUSIP Number</u>
2018	250,000		2023	315,000	
2019	265,000		2024	330,000	
2020	275,000		2025	345,000	
2021	285,000		2026	360,000	
2022	300,000		2027	375,000	

ALL OF SUCH REFUNDED CERTIFICATES shall become due and payable on February 15, 2017 and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said refunded certificates shall be paid to the registered owners of such certificates only upon presentation and surrender of such certificates to Regions Bank at the following address: Attention: Corporate Trust Operations, 201 Milan Parkway, 2<sup>nd</sup> Floor, Birmingham, Alabama 35211.

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

REGIONS BANK  
1717 St. James Place, Suite 500  
Houston, Texas 77056

**EXHIBIT D-4**

**NOTICE OF REDEMPTION**

**CITY OF RICHARDSON TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION  
SERIES 2008  
Dated April 15, 2008**

NOTICE IS HEREBY GIVEN that certificates of obligation of the above series maturing on February 15 in each of the years listed below, and aggregating in the principal amount of \$3,105,000 have been called for redemption on February 15, 2018 at the redemption price of par and accrued interest to the date of redemption, such certificates being identified as follows:

<u>Year of Maturity</u>	<u>Principal Amount (\$)</u>	<u>CUSIP Number</u>	<u>Year of Maturity</u>	<u>Principal Amount (\$)</u>	<u>CUSIP Number</u>
2019	250,000		2024	315,000	
2020	260,000		2025	330,000	
2021	275,000		2026	345,000	
2022	290,000		2027	360,000	
2023	300,000		2028	380,000	

ALL OF SUCH REFUNDED CERTIFICATES shall become due and payable on February 15, 2018 and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said refunded certificates shall be paid to the registered owners of such certificates only upon presentation and surrender of such certificates to Regions Bank at the following address: Attention: Corporate Trust Operations, 201 Milan Parkway, 2<sup>nd</sup> Floor, Birmingham, Alabama 35211.

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

REGIONS BANK  
1717 St. James Place, Suite 500  
Houston, Texas 77056

ORDINANCE NO. 4160

AN ORDINANCE authorizing the issuance of "CITY OF RICHARDSON, TEXAS, GENERAL OBLIGATION BONDS, TAXABLE SERIES 2016B"; specifying the terms and features of said bonds; levying a continuing direct annual ad valorem tax for the payment of said bonds; 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 and a Purchase Agreement, and the approval and distribution of an Official Statement pertaining thereto; and providing an effective date.

WHEREAS, the City Council of the City of Richardson, Texas (the "City") hereby finds and determines that general obligation bonds in the principal amount of \$5,500,000 approved and authorized to be issued at an election held November 3, 2015 should be issued and sold at this time; a summary of the general obligation bonds authorized at said election, as well as an election held December 6, 1997, the principal amounts authorized, amounts heretofore issued and being issued pursuant to this ordinance and the ordinance authorizing the "City of Richardson, Texas General Obligation Refunding and Improvement Bonds, Series 2016A" (the "Series 2016A Bonds") being issued concurrently with the bonds herein authorized and amounts remaining to be issued subsequent hereto being as follows:

<u>Purpose</u>	<u>Date Approved</u>	<u>Principal Amount Approved (\$)</u>	<u>Amounts Previously Issued (\$)</u>	<u>Amounts Being Issued (\$)</u>	<u><sup>1</sup>Premium Applied (\$)</u>	<u>Amounts Remaining (\$)</u>
Streets & Drainage	12/06/97	33,428,959	33,425,000	0	0	3,959
Sidewalks & Bridges	12/06/97	7,445,209	7,445,000	0	0	209
Parks & Recreation	12/06/97	17,948,716	14,910,000	0	0	3,038,716
Public Buildings	12/06/97	19,176,435	19,175,000	0	0	1,435
Municipal Public Buildings	11/03/15	67,000,000	0	6,880,000 <sup>2</sup>	_____ <sup>3</sup>	0
Streets & Drainage	11/03/15	38,570,000	0	1,260,000 <sup>4</sup>	_____	
Park & Recreational Facilities	11/03/15	7,230,000	0	90,000 <sup>4</sup>	_____	
Sidewalks	11/03/15	<u>2,200,000</u>	<u>0</u>	<u>270,000<sup>4</sup></u>	_____	
		192,999,319	74,955,000	1,620,000	269,574,319	539,148,638

<sup>1</sup> Original issue premium in the amount of \$\_\_\_\_\_ which the City has allocated to and applied against the voted authorization referenced in the above table results in a total amount of \$\_\_\_\_\_ allocated to and applied against the voted authorization.

<sup>2</sup> \$5,500,000 of this amount relates to the bonds herein authorized and \$1,380,000 of this amount relates to the Series 2016A Bonds.

<sup>3</sup> \$\_\_\_\_\_ of this amount relates to the bonds herein authorized and \$\_\_\_\_\_ of this amount relates to the Series 2016A Bonds.

<sup>4</sup> being issued by the Series 2016A Bonds.

AND WHEREAS, the Council hereby reserves and retains the right to issue the balance of unissued bonds approved at said elections in one or more installments when, in the judgment

of the Council, funds are needed to accomplish the purposes for which such bonds were voted; now, therefore,

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

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 BONDS, TAXABLE SERIES 2016B" (hereinafter referred to as the "Bonds"), to provide funds for permanent public improvements and public purposes, to wit: constructing, improving, renovating, expanding and equipping municipal public buildings and the acquisition of land therefor, all in accordance with authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1331, as amended.

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 April 15, 2016 (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 principal amounts (the "Stated Maturities") and bear interest at the rate(s) per annum in accordance with the following schedule:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
2017	\$_____	_____%
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		

The Bonds shall bear interest on the unpaid principal amounts from the Bond Date at the rate(s) per annum shown above (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, 2017, 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 by City staff of Regions Bank, Houston, Texas to serve as Paying Agent/Registrar for the Bonds is hereby confirmed and any prior action taken by the Director of Finance or other City staff in connection with such selection is hereby ratified, 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 Bonds (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 Director of Finance or other authorized representative of the City is authorized to execute and deliver such 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 the earlier 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, 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 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 Bonds having Stated Maturities on and after February 15, 2027, 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, 2026, 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 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 redemption therefor. The decision of the City to exercise its right to redeem Bonds shall be entered in the minutes of the governing body of the City.

(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 Bonds by \$5,000, and shall select the Bonds 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 certain prerequisites to such redemption required by this Ordinance have been met and 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 is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or 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 and every owner 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 Designated Payment/Transfer Office of 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 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, one or more new Bonds shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to be in authorized denominations, of like 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 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 issue or transfer to an assignee of a Holder any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on 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 herein relating to the payment of 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 ("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 Blanket 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 dated of the adoption of this Ordinance 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 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 in 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 Bonds 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 on insured Bonds 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 BOND  
TAXABLE SERIES 2016B

Bond Date: April 15, 2016      Interest Rate: \_\_\_\_\_%      Stated Maturity: February 15, 20\_\_\_\_      CUSIP NO: \_\_\_\_\_

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, 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 from such 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, 2017, until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or upon its 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; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. 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, 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") to provide funds for permanent public improvements and public purposes, to wit: constructing, improving, renovating, expanding and equipping municipal public buildings and the acquisition of land therefor, all in accordance with authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1331, 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 and after February 15, 2027, 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, 2026, 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 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 this Bond (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 this Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest hereon shall cease to accrue from and after the redemption date herefor, 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.

In the event a portion of the principal amount of this 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 this 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 this Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer this 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 hereof in the event of its redemption in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and 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 is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or 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.

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 Registered Owner 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 Registered Owners; 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 and not otherwise defined 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 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.

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 aforesated. 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.



(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 offices of the Paying Agent/Registrar in Birmingham, Alabama is the "Designated Payment/Transfer Office" for this Bond.

REGIONS BANK, Houston, Texas,  
as Paying Agent/Registrar

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

Registration Date:

\_\_\_\_\_

(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 paragraph one shall be amended to read as follows:

NO. T-1

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF RICHARDSON, TEXAS  
GENERAL OBLIGATION BOND  
TAXABLE SERIES 2016B

Bond Date:  
April 15, 2016

Registered Owner: STIFEL, NICOLAUS & COMPANY, INCORPORATED

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 hereinabove stated on February 15 in the years and in principal installments in accordance with the following schedule:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL INSTALLMENTS</u>	<u>INTEREST RATES</u>
-----------------------------	-----------------------------------	---------------------------

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

(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 Delivery 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 until maturity or prior redemption, commencing February 15, 2017, until maturity or prior redemption. Principal installments of this Bond are payable at the year of maturity or on a redemption date to the Registered Owner hereof by Regions Bank, Houston, Texas (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in Birmingham, Alabama (the "Designated Payment/Transfer Office"). 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, 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 redemption at maturity 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 sufficient to provide funds each year to pay the Debt Service Requirements of 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 2016B 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, First Assistant City Manager, Chief Financial Officer, Director of Finance and City Secretary of the City, individually or collectively, 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 principal of and interest on 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 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 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 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, means (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 Section 20 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 affected thereby, 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: Sale of Bonds – Purchase Agreement and Official Statement Approval. The Bonds authorized by this Ordinance are hereby sold by the City to Stifel, Nicolaus & Company, Incorporated, BOSCO, Inc. (A subsidiary of BOK Financial Corporation) and Raymond James & Associates, Inc. (herein collectively referred to as the "Underwriters") in accordance with the Purchase Agreement, dated April 25, 2016 attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes, which terms of sale are declared to be in the best interests of the City. The Mayor 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 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 Underwriter 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, First Assistant City Manager, Chief Financial Officer and Director of Finance, one or more of said officials), shall be and is hereby in all respects approved and the Underwriter are hereby authorized to use and distribute said final Official Statement, dated April 25, 2016, in the reoffering, sale and delivery of the Bonds to the public. The Mayor and City Secretary are further authorized and directed to manually execute and deliver for and on behalf of the City copies of said Official Statement in final form as may be required by the Underwriters, and such final Official Statement in the form and content manually 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 Underwriter.

**SECTION 15: 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 Underwriter.

**SECTION 16: Proceeds of Sale.** The proceeds of sale of the Bonds, excluding amounts to pay costs of issuance, shall be deposited in a construction fund maintained at a City depository. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, and the City's investment policies and guidelines, and any investment earnings realized shall be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund as shall be determined by the City Council. Any surplus proceeds of sale of the Bonds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund.

**SECTION 17: 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 18: Cancellation.** All Bonds surrendered for payment, redemption, 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 19: Legal Opinion. The Underwriter's obligation to accept delivery of the Bonds is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, Bond Counsel for the City, approving the Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds. A true and correct reproduction of said opinion or an executed counterpart thereof shall accompany the global Bonds deposited with DTC or a reproduction thereof shall be printed on the definitive Bonds in the event the book-entry-only system shall be discontinued.

SECTION 20: 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 2016, financial information and operating data with respect to the City of the general type included under Tables numbered 1 through 6 and 8 through 17 of the Official Statement and (2) within twelve months after the end of each fiscal year ending in or after 2016, and if not provided as part of such financial information and operating data, audited financial statements of the City. Any financial statements so provided shall be prepared in accordance with the accounting principles described in Appendix B of the Official Statement 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 21: 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 22: 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 23: 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 24: 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 25: Effect of Headings. The Section headings herein are for convenience of referenced only and shall not affect the construction hereof.

SECTION 26: 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 27: 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 28: 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 29: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, First Assistant City Manager, Chief Financial Officer, 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 Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem, City Manager, First Assistant City Manager, Chief Financial Officer, 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 Bonds 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 30: 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 31: 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 ADOPTED this April 25, 2016.

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**

**BOND PURCHASE AGREEMENT**

ORDINANCE NO. 4161

AN ORDINANCE authorizing the issuance of "CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016"; 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 \$7,400,000 for the purpose of paying contractual obligations to be incurred for (1) constructing, improving, renovating, and equipping park and recreation facilities, fire-fighting facilities and fleet services facilities; (2) improving and extending the City's water and sewer system and (3) acquiring equipment and vehicles for police, fire, streets, traffic and transportation, parks and recreation, municipal library, facility maintenance, animal services, the municipal golf course, water and sewer, and solid waste departments and (4) 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 March 9, 2016 and March 16, 2016, 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 2016" (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 and fleet services facilities; (2) improving and extending the City's water and sewer system and (3) acquiring equipment and vehicles for police, fire, streets, traffic and transportation, parks and recreation, municipal library, facility maintenance, animal services, the municipal golf course, water and sewer, and solid waste departments and (4) 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 April 15, 2016 (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:

<u>Year of Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate(s)</u>
2017	\$_____	_____%
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		

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, 2017, 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 by City staff of Regions Bank, Houston, Texas to serve as Paying Agent/Registrar for the Certificates is hereby confirmed and any prior action taken by the Director of Finance or other City staff in connection with such selection is hereby ratified, 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 Director of Finance or other authorized representative of the City is 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, 2027, 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, 2026 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  
SERIES 2016

Certificate Date: April 15, 2016 Interest Rate: \_\_\_\_\_% Stated Maturity: \_\_\_\_\_ CUSIP No.: \_\_\_\_\_

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, 2017, 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 and fleet services facilities; (2) improving and extending the City's water and sewer system and (3) acquiring equipment and vehicles for police, fire, streets, traffic and transportation, parks and recreation, municipal library, facility maintenance, animal services, the municipal golf course, water and sewer, and solid waste departments and (4) 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, 2027, 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, 2026, 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 aforesated. In case any provision in this Certificate or any application thereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

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

CITY OF RICHARDSON, TEXAS

\_\_\_\_\_  
Mayor

COUNTERSIGNED:

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

(SEAL)

C. Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial 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, Houston, 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:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL INSTALLMENTS</u>	<u>INTEREST RATE</u>
-------------------------	-------------------------------	----------------------

(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, 2017, until maturity or prior redemption. Principal of this Certificate is payable on the Stated Maturity dates, to the Registered Owner hereof by Regions Bank, Houston, 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 2016" 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 2016 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, First Assistant City Manager, Chief Financial Officer, 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 and the Certificates, the Net Revenues of the System are not in any manner pledged to the payment of any debt or obligation of the City or of the System.

SECTION 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, First Assistant City Manager, Chief Financial Officer, 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 Stifel, Nicolaus & Company, Incorporated, BOSCO, Inc. (A Subsidiary of BOK Financial Corporation) and Raymond James & Associates, Inc. (herein referred to as the "Purchasers") in accordance with a Purchase Agreement, dated as of April 25, 2016 (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, First Assistant City Manager, Chief Financial Officer 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 April 25, 2016, 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. 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, First Assistant City Manager, Chief Financial Officer, 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 2016, financial information and operating data with respect to the City of the general type included under Tables numbered 1 through 6 and 8 through 17 of the Official Statement and (2) within twelve months after the end of each fiscal year ending in or after 2016, and if not provided as part of such financial information and operating data, audited financial statements of the City. Any financial statements so provided shall be prepared in accordance with the accounting principles described in Appendix B of the Official Statement 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 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 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, First Assistant City Manager, Chief Financial Officer, 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, First Assistant City Manager, Chief Financial Officer, 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, Bond Counsel to the City, 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 April 25, 2016.

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**

**ORDINANCE NO. 4162**

**AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, ADOPTING STANDARDS OF CARE FOR YOUTH PROGRAMS OFFERED BY THE RICHARDSON PARKS AND RECREATION DEPARTMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Texas Human Resource Code, Section 42.041 (b) (4) establishes requirements to exempt recreational programs operated by municipalities for elementary age (5-13) children from State child care licensing; and

**WHEREAS**, in order to receive exempt status for a youth recreation program, a municipality must adopt standards of care by ordinance after a public hearing for the program, then submit a copy of program standards, a notice of the public hearing for the program and a copy of the ordinance adopting the standards to the State; and

**WHEREAS**, the City Council, after conducting a public hearing and affording a full and fair hearing to all citizens, and in the exercise of legislative discretion, has concluded that the attached standards of care should be approved.

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

**SECTION 1.** That the standards of care for youth programs offered by the Parks and Recreation Department of the City of Richardson, Texas attached hereto as Exhibit “A”, are hereby adopted. As required by Texas Human Resource Code, Section 42.041(b)(14), the Standards adopted by this ordinance include staffing ratios; minimum staff qualifications; minimum facility, health, and safety standards; and mechanisms for monitoring and enforcing the adopted local standards.

**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 if any section, paragraph, clause or provision of this ordinance shall for any reason be held invalid or unenforceable, "the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this ordinance.

**SECTION 4.** That this ordinance shall take effect upon its passage and the publication of the caption, as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Richardson, Texas, on the 25th day of April, 2016.

**APPROVED:**

\_\_\_\_\_  
MAYOR

**CORRECTLY ENROLLED:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CITY ATTORNEY  
(PGS:4-12-16:TM 76407)



- J. Any parent, visitor or staff may register a complaint by calling Richardson Heights Recreation Center at 972-744-7850, Monday through Friday, 8:00 a.m. to 5:00 p.m.

## **II. STAFFING**

### **A. Day Camp Director-Job Descriptions and Essential Job Functions**

#### Essential Job Functions:

1. Assists in the planning, budget reporting, scheduling and implementation of the day camp program.
2. Supervise summer staff that includes Day Camp Leaders and Leaders in Training.
3. Implement lesson plans as needed and assist day camp staff with keeping activities on schedule.
4. Plan and lead activities such as sports, games, arts and crafts, music and field trips.
5. Prepare payroll and maintain budget information.
6. Keep attendance records and camper information forms.
7. Communicate courteously and effectively with the other city employees, citizens and program patrons.
8. Implement appropriate discipline procedures when necessary.
9. Attend mandatory staff training session and conduct staff meetings as required.

#### Qualifications:

1. Must be mature, responsible and able to complete duties with minimal supervision.
2. Must be able to communicate well with the public, and skilled at interacting with children.
3. Must be skilled in supervising children of varying age levels in a group setting.
4. Must have First Aid and CPR certification prior to start of camp.
5. Must have a valid Texas Class C Driver's License.
6. Must complete departmental day camp staff training.
7. Must have previous experience supervising children in a day camp setting.
8. Must have previous experience supervising staff.
9. Must have strong organizational skills and have the ability to adapt easily to change.
10. Must pass city criminal background check prior to hiring.

### **B. Day Camp Leader-Job Descriptions and Essential Job Functions**

#### Essential Job Functions:

1. Supervise programs and activities of the program during all scheduled hours
2. Maintain supply inventory.
3. Effectively follow lesson plans and instructions from Director.
4. Complete incident and accident reports effectively relating to participating patrons.
5. Communicate courteously and effectively with the other city employees, citizens and program patrons.
6. Attend mandatory staff training session and conduct staff meetings as required.

#### Minimum Qualifications:

1. Must be mature, responsible and able to complete duties with minimal supervision.
2. Must be able to communicate well with the public, and skilled at interacting with children.

3. Must have experience working with children and the ability to cope with large groups of children and high noise levels.
  4. Must have First Aid and CPR certification prior to start of camp.
  5. Must be 16 years of age at the time of application.
  6. Must complete departmental day camp staff training.
  7. Must pass city criminal background check prior to hiring.
  8. Knowledge or skills in recreational games, sports, crafts and other activities.
- C. Other Requirements
1. Staff must complete the mandatory training program of at least 25 hours, in addition to planning hours with site staff prior to the start of camp. This training includes a departmental orientation, customer service, behavioral issues and discipline, as well as practical skills on activities for children in games, songs and crafts.
  2. Staff must exhibit competency, good judgment and self-control throughout the duration of the camp.
  3. Staff should relate to the children with courtesy, respect, acceptance and patience.
  4. Staff shall not abuse or neglect children.
- D. Criminal Background Checks: Criminal background checks will be conducted on prospective Day Camp employees.
- E. A prospective employee will be subject to a drug test prior to hiring.
- F. Staffing Ratios: The staff ratio will be 1 staff member per 10 children, ages 5-13 while on site and 1 staff member per 6 children off site.

### **III. FACILITY STANDARDS**

- A. Emergency evacuation and relocation plans will be posted at each facility.
- B. Day Camp Directors and Leaders will inspect sites frequently for any sanitation or safety concerns. Those concerns should be passed on to the Camp Supervisor.
- C. Each camp must have a first aid kit. This shall be checked and stocked on a weekly basis by the onsite Camp Directors. It shall include at the minimum bandages, first aid cream, rubber gloves, Neosporin, alcohol wipes, hot/cold packs, gauze, tweezers, ace bandages and scissors.
- D. In a situation where evacuation is necessary, the first priority of staff is to make sure all participants are in a safe location.
- E. Program sites will be inspected annually by the Fire Marshall. Each Facility Manager is responsible for compliance with Fire Marshall's directives.
- F. The recommended number of fire extinguishers shall be inspected prior to camp and indicate that they are properly charged.

- G. Medication will only be administered with written parental consent. Prescription medications shall be left with staff in their original container, labeled with the child's name, date, directions and physician's name. Medication shall be dispensed only as stated on the bottle, and not past the expiration date.
- H. Non-prescription medicine with the child's name and date on the medication may be brought if in the original container. Non-prescription medication will only be administered with written parental consent.
- I. Each indoor site shall have adequate indoor toilets and lavatories located such that children can use them independently and program staff can supervise as needed. Outdoor sites shall provide portable toilets based on number of children attending each day. Ratio of toilet to children will be 1:17.
- J. All participants must wear appropriate footwear daily. Sandals and flip flops will be allowed only in the pool area.

#### **IV. SERVICE STANDARDS-Day Camp Staff**

This information will be provided to each staff as a part of the day camp manual:

- A. Camp staff shirts, shorts and tennis shoes are to be worn at all times.
- B. City issued employee I.D. should be worn and clearly visible at all times except during swim time.
- C. Camp participants and parents will be treated with respect at all times.
- D. Camp staff will take it upon themselves to resolve complaints. Do not refer a customer to another staff person. If you are unable to resolve the complaint on the spot, take the customer's name and phone number, investigate complaint resolution and then follow up with the customer.
- E. Camp staff will keep parents informed of camp activities. A weekly schedule will be distributed on the Monday of each week and extra copies will be kept with the sign in log daily.
- F. Camp staff will note details of behavior of campers (accomplishments, discipline problems, general activities, etc.) and update parents on a daily basis if there is a problem.
- G. Camp staff will monitor the sign in/out log at all times.
- H. Camp staff will clean rooms after each activity. Floors will be swept/vacuumed, tables and chairs stacked, supplies put away. This is extremely important due to the fact that rooms are used throughout the day by other groups.
- I. Camp staff will spend 100% of their time actively involved with campers and/or parents.

## V. OPERATIONAL ISSUES

- A. Emergency Phone numbers are kept with the Day Camp Director on field trips. Those numbers include fire, police, and ambulance services.
- B. A Day Camp Manual is given to every Day Camp Director and Leader. An additional manual will be located at each site where all staff can have access to the manual, which outlines the following:
  - 1. Discipline Issues
  - 2. City Rules and Regulations
  - 3. Forms that must be filled out
  - 4. Service Standards
  - 5. Game/activity leadership
  - 6. Ways to interact with children
- C. Sign in-sign out sheets will be used every day. Only adults listed on sign-in/out release will be allowed to pick up children. An authorized person must enter the building, present appropriate identification and sign the sheet in order for staff to release the child.
- D. Emergency evacuation and relocation plans will be posted at each facility.
- E. Parents will be notified regarding planned field trips and provided the required release forms.
- F. Enrollment information will be kept and maintained on each child and shall include:
  - 1. Child's name, birth date, home address, home telephone number, physician's phone number and address and phone numbers where parents may be reached during the day.
  - 2. Names and telephone numbers of persons to whom the child can be released.
  - 3. Field trip release form as needed.
  - 4. Liability waiver.
  - 5. Parental consent to administer medication, medical information and release on participant.
- G. Staff shall immediately notify the parent or other person authorized by the parent when the child is injured or has been involved in any situation that placed the child at risk.
- H. Staff shall notify parents or authorized persons of children in the facility when there is an outbreak of a communicable disease in the facility that is required to be reported to the County Department of Health. Staff must notify parents of children in a group when there is an outbreak of lice or other infestation in the group.
- I. Discipline:
  - 1. Discipline and guidance of children will be implemented in a consistent manner based on the Richardson Parks & Recreation Behavior Modification and Re-Enforcement Policy:
    - a. **First Offense** – warning
    - b. **Second Offense** – separation/time out (5 min.)
    - c. **Third Offense** – removal from activity (10 min.)
    - d. **Fourth Offense** – removal from activity and sent to Director (20 min.)
    - e. **Fifth Offense** – severe clause; removal of child from program

2. Under no circumstances will there be cruel or harsh punishment or treatment.
3. Incident reports will be filled out on any disciplinary cases, and information is to be shared with parents when picking up the child or sooner, when extreme cases occur. Continued disciplinary problems will result in the participant being asked to leave the program.
4. A deliberate action of harm to any camper or leader, vandalism, possession of a concealed weapon or controlled substance, emotional outbursts or tantrums, uncooperative attitude or any severe discipline problem disruptive to the program will result in immediate measures to remove the child from camp.

J. Illness or Injury

1. Parents shall be notified in cases of illness or injury.
2. An ill child will not be allowed to participate if the child is suspected of having a temperature and/or accompanied by behavior changes or other signs or symptoms until medical evaluation indicates that the child can be included in the activities. In the event an injury cannot be administered through basic first aid, staff will call 911.
3. When an injury occurs, an incident report shall be filled out immediately. The form shall be filled out completely with the original sent to the Community Events Supervisor's office and a copy kept in the Day Camp files.

**VI. GENERAL GUIDELINES FOR CHILDREN**

As a part of the Day Camp Manual, staff will be given the following information:

- A. Children must stay off of tables, counter tops, ping pong tables, etc.
- B. Children should walk in the building. Running is permitted only in designated areas.
- C. Bouncing and throwing balls is permitted only in the gym.
- D. Active games using equipment that can cause damage to window, shades, lights, and ceilings must be played only in the gym.
- E. Children must show respect for staff and each other.
- F. Children must wear shoes at all times.
- G. Children must be contained and not allowed to filter in with the general public. You must know where each and every child is AT ALL TIMES.

**VII. ACTIVITIES**

- A. Activities for each group will be planned according to the participant age, interest and ability. The activities should be flexible and promote social and educational advancement.
- B. A weekly calendar of activities will be posted for parents the Monday of that week of camp.
- C. When taking field trips, staff will:

1. Count everyone before they leave the program site as well as prior to leaving the field trip site.
2. Carry medical information on each child and necessary medications with them on the trip.
3. Carry a first aid kit.
4. Carry a cell phone for emergency use.
5. Encourage participants to wear camp shirts so that children are easily identified.

#### **VIII. MONITORING AND ENFORCEMENT**

Standards of care established by the City of Richardson will be monitored and enforced by City of Richardson Departments responsible for their respective areas as identified:

- A. Health and safety standards will be monitored and enforced by the City's Police, Fire, Health and Code Enforcement Departments.
- B. Staff and program issues will be monitored and enforced by the Richardson Parks and Recreation Department. The Day Camp Coordinator shall visit each site on a daily basis. Camp Directors are responsible for visually checking the camp activities on a daily basis. When this staff is not available, another full-time staff person is responsible for the daily check.

**ORDINANCE NO. 4163**

**AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF RICHARDSON, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING TO GRANT A SPECIAL PERMIT WITH CONDITIONS FOR OFF-SITE ACCESSORY PARKING FOR A “MOTOR VEHICLE SALES/LEASING, NEW” USE ON A 4.82-ACRE TRACT ZONED O-M OFFICE, LOCATED ON THE WEST SIDE OF GATEWAY BOULEVARD, BETWEEN MUNICIPAL DRIVE AND OMNI DRIVE, RICHARDSON, TEXAS, AND BEING FURTHER DESCRIBED IN EXHIBIT “A”; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO-THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE. (ZONING FILE 16-05).**

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

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

**SECTION 1.** That the Comprehensive Zoning Ordinance and Zoning Map of the City of Richardson, Texas, duly passed by the governing body of the City of Richardson on the 5<sup>th</sup> day of June, 1956, as heretofore amended, so as to grant a change in zoning to grant a special permit with conditions for off-site accessory parking for a “motor vehicle sales/leasing, new” use on a 4.82-acre tract of land zoned O-M Office, located on the west side of Gateway Boulevard, between Municipal Drive and Omni Drive, and being more particularly described in Exhibit “A” attached hereto and made a part hereof for all purposes.

**SECTION 2.** That the Special Permit for off-site accessory parking for a “motor vehicle sales/leasing, new” use is hereby conditionally granted subject to the following special conditions:

1. Off-site accessory parking for a “motor vehicle sales/leasing, new” use, limited to no more than 100 vehicles, shall be allowed and limited to the area shown on the concept plan attached as Exhibit “B” and made a part thereof.
2. Vehicles shall be limited to new motor vehicles which are operable and have no visible damage.
3. Recreational vehicles, motorcycles, boats, recreational trailers, and campers shall not be allowed to be stored on the subject property.

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

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

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

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

**SECTION 7.** That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Richardson, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars

(\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

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

**DULY PASSED** by the City Council of the City of Richardson, Texas, on the 25<sup>th</sup> day of April, 2016.

**APPROVED:**

---

**MAYOR**

**APPROVED AS TO FORM:**

**CORRECTLY ENROLLED:**

---

**CITY ATTORNEY**  
(PGS:4-18-16:TM 76498)

---

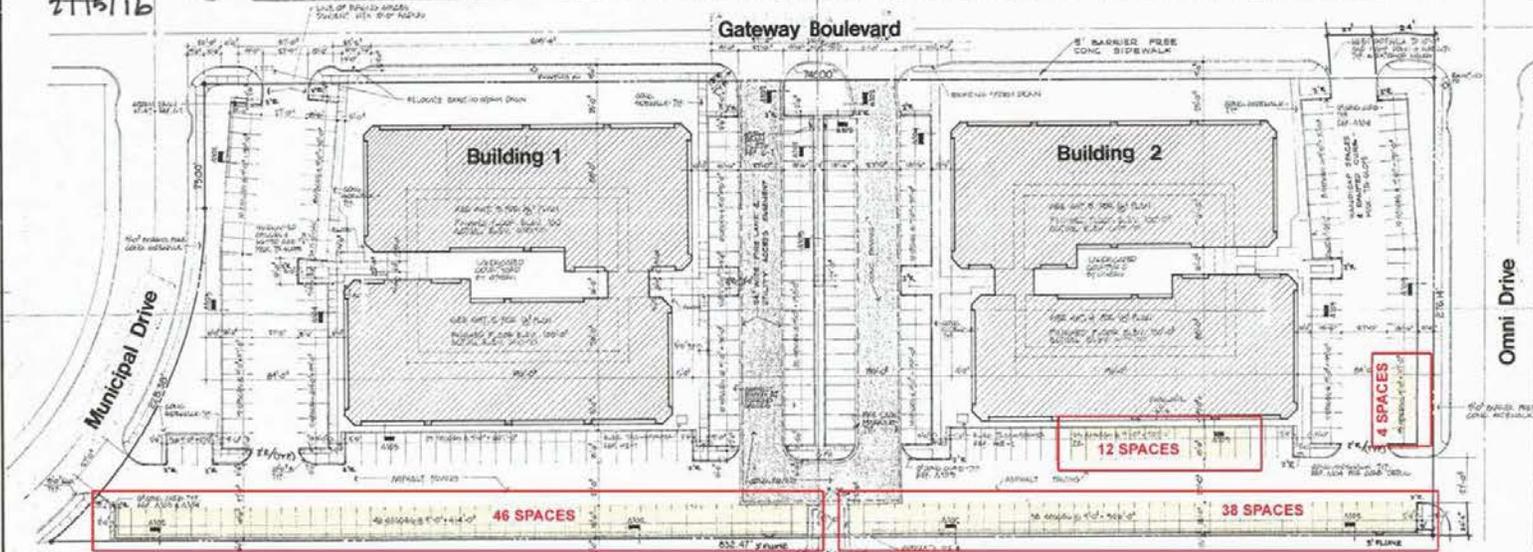
**CITY SECRETARY**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**ZF 16-05**

BEING a 4.82-acre tract of land situated in the William Hughes Survey, Abstract No. 573, Dallas County, Texas; said tract being all of Lot 1, Block B, University Centre, an addition to the City of Richardson, Texas according to the plat recorded in Volume 79117, Page 402 of the Map Records of Dallas County, Texas.

COURTESY NISSAN  
 SPECIAL USE PERMIT  
 ZONING EXHIBIT  
 RICHARDSON, TEXAS  
 JOHN McFADDIN  
 1701 CENTRAL EXPWAY, RICHARDSON, TX 75080  
 972-231-2600  
 2/15/16

# Courtesy Nissan Site



SPECIAL USE PERMIT FOR PARKING SPACE HOUSING

**Site Plan**  
 01 1"=30'

1. ALL ROOF MOUNTED MECH EQUIPMENT IS SCREENED FROM ROW.
2. FOR ALUMINATION NOT SHOWN, REFER TO ARCHITECTURAL AND ELECTRICAL PLANS BY JOHN ABBOTT & ASSOCIATES, INC., CIVIL ENGINEER.
3. DRAINAGE FOR LAUNDRY TO OCCUR AT WORK AREAS OF CONTAINED AREAS. 6" DIA. AND ON OTHER SIDE OF LAUNDRY AS SHOWN ON PLAN. FINISH FLOOR TO BE 1" ABOVE LETTERS OF GRADE. SEE ARCHITECTURAL AND ELECTRICAL PLANS.
4. PROVIDE UNOBTAINED PERMITS BY THE CITY OF RICHARDSON. PERMITS TO BE OBTAINED FROM THE CITY OF RICHARDSON AND THE TEXAS DEPARTMENT OF TRANSPORTATION. PERMITS TO BE OBTAINED FROM THE CITY OF RICHARDSON AND THE TEXAS DEPARTMENT OF TRANSPORTATION.

**Area Calculations**

Bldg.	Gross Area	Public Area	Net Area
1	20,172 sq. ft.	2510 sq. ft.	20,004 sq. ft.
2	20,172 sq. ft.	2510 sq. ft.	20,004 sq. ft.
TOTAL	40,344 sq. ft.	5020 sq. ft.	40,008 sq. ft.

**Provided Parking - 304 spaces**  
**Required Parking - 241 spaces**  
**Spaces for Courtesy Nissan - 100 spaces**

1701-1899 GATEWAY BLVD.

EDI  
 CARE, HONORING CLIENTS  
 UNIVERSITY CENTRE FOR LAKEVIEW PROPERTIES INC.  
 RICHARDSON, TEXAS  
 A1  
 SHEET NUMBER

Exhibit B - Part of Ordinance

**ORDINANCE NO. 4164**

**AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF RICHARDSON, AS HERETOFORE AMENDED, TO GRANT A CHANGE IN ZONING TO GRANT A SPECIAL PERMIT FOR A RESTAURANT WITH DRIVE-THROUGH SERVICE ON A 1.394-ACRE TRACT OF LAND ZONED C-M COMMERCIAL LOCATED AT 1251 E. BELT LINE ROAD, RICHARDSON, TEXAS, AND BEING FURTHER DESCRIBED IN EXHIBIT “A”; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE. (ZONING FILE 16-06).**

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

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

**SECTION 1.** That the Comprehensive Zoning Ordinance and Zoning Map of the City of Richardson, Texas, duly passed by the governing body of the City of Richardson on the 5<sup>th</sup> day of June, 1956, as heretofore amended, be, to grant a change in zoning to grant a Special Permit for a restaurant with drive-through service on a 1.394-acre lot tract of land zoned C-M Commercial located at 1251 E. Belt Line Road, Richardson, Texas, and being more particularly described in Exhibit “A” attached hereto and made a part hereof for all purposes.

**SECTION 2.** That the Special Permit for a restaurant with drive-through service is hereby conditionally granted subject to the following special conditions:

1. A restaurant with drive-through service shall be allowed as defined in the Comprehensive Zoning Ordinance and limited to the area shown on the concept plan attached as Exhibit “B” (“Concept Plan”) and made a part thereof.

2. The restaurant with drive-through service shall be constructed in substantial conformance with the Concept Plan and the building elevations attached as Exhibit "C".

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

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

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

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

**SECTION 7.** That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Richardson, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars

(\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

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

**DULY PASSED** by the City Council of the City of Richardson, Texas, on the 25th day of April, 2016.

**APPROVED:**

---

**MAYOR**

**APPROVED AS TO FORM:**

**CORRECTLY ENROLLED:**

---

**CITY ATTORNEY**  
(PGS:4-14-16:TM 76455)

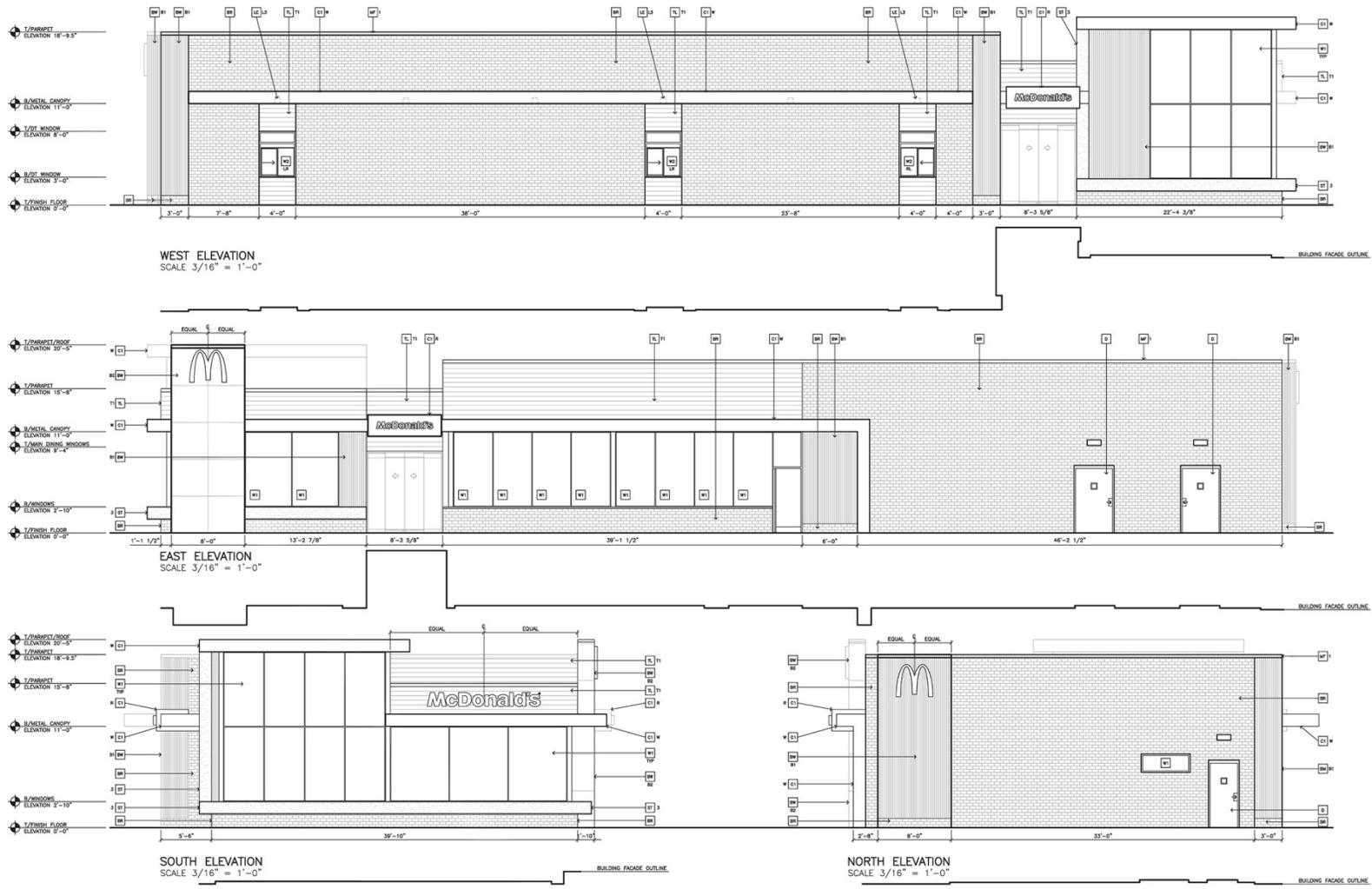
---

**CITY SECRETARY**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**ZF 16-06**

**BEING** a tract of land situated in the E. Barroux Survey, Abstract No. 162, in the City of Richardson, Dallas County, Texas, and being all of Lot 1, Block 1 of McDonald Heights East Revised Addition according to the Plat thereof recorded in Volume 78023, Page 0063, of the Map Records of Dallas County, Texas.





- BW** BRAND WALL
- B1** = 2" x 2" ACACOVA WOOD BATTENS - 2" SPACING ON 3/4" MDO PLYWOOD (STAINED WITH PPG TEAK 730), SHOP FABRICATED PANELS
- B2** = ALPOLIC COMPOSITE PANEL (COLOR: RON RED)
- C1** ALUMINUM CANOPY - BY OTHERS  
SEE ELEVATIONS
- R** = RON RED
- W** = SNOW WHITE

- C6** ALUMINUM UNDERSORE: 94" DEEP x 6" HIGH BY OTHERS SEE ELEVATIONS (COLOR: RON RED)
- D** HOLLOW METAL DOOR & FRAME - PAINT TO MATCH ADJACENT BRICK
- BR** EXTERIOR BRICK  
COLOR: BLACK DIAMOND VELOUR WITH GROUT COLOR TO MATCH
- ST** STUOQUI SILVER NEXT 3 COAT STUCCO SYSTEM WITH SEMI-SMOOTH FINISH, INTEGRAL COLORS  
1 COLOR: BLACK CHARCOAL  
2 COLOR: RON RED  
3 COLOR: SNOW WHITE

- MF** METAL FASCIA - COLOR: BLACK CHARCOAL - TO MATCH BRICK  
1 = PRE-FAB ANCHOR-TITE FASCIA  
2 = PRE-FAB CUSTOM ARCADE FASCIA
- LE** ACCENT LIGHTING - SEE ELECTRICAL  
L1 LED LIGHT:  
L1 = UP AND DOWN FIXTURE  
L2 = DOWN ONLY FIXTURE  
L3 = INTEGRAL CANOPY FIXTURE  
L4 = UP ONLY FIXTURE

- TL** TILE 1:12"x 24" DALTE PLAZA NOVA BLACK SHADOW
  - W1** EXTERIOR WINDOW ASSEMBLY - TEMPERED GLASS, SEE ASSEMBLY NOTES
  - W2** DRIVE-THRU WINDOW BY READY ACCESS 275 SERIES, 36" SERVICE HEIGHT WITH TRANSOM - CONFIRM OPTIONS WITH MDO AREA CONSTRUCTION MANAGER
- SLIDE DIRECTION: RL = RIGHT TO LEFT  
LR = LEFT TO RIGHT

EXHIBIT "C"

THE MATERIAL CALCULATIONS ON THIS SHEET ARE BASED ON THE CONSIDERATION THAT THE TILE AND WOOD ARE INSTALLED OVER BRICK.

WEST ELEVATION		EAST ELEVATION	
	SF CALCULATIONS		SF CALCULATIONS
STUCCO	51	STUCCO	145
BRICK	1666	BRICK	1394
TILE	138	TILE	138
WOOD	167	WOOD	24
GLASS	167	GLASS	423
METAL	34	METAL	352
TOTAL	2195	TOTAL	2280
MASONRY % OF TOTAL	95%	MASONRY % OF TOTAL	84%

SOUTH ELEVATION		NORTH ELEVATION	
	SF CALCULATIONS		SF CALCULATIONS
STUCCO	57	STUCCO	0
BRICK	861	BRICK	816
TILE	131	TILE	0
WOOD	12	WOOD	0
GLASS	464	GLASS	11
METAL	102	METAL	43
TOTAL	869	TOTAL	870
MASONRY % OF TOTAL	86%	MASONRY % OF TOTAL	95%

TOTAL SF OF ALL ELEVATIONS	626	MASONRY % OF TOTAL	87.30%
----------------------------	-----	--------------------	--------

**RESOLUTION NO. 16-08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, ABANDONING AND VACATING A CONSTRUCTION EASEMENT DESCRIBED IN EXHIBIT “A” AND DEPICTED IN EXHIBIT “B”; DIRECTING THE RECORDING OF A CERTIFIED COPY OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Richardson, Texas, acting pursuant to law and upon the request of the purported owner of the underlying fee title of the property described in Exhibit “A”, attached hereto and incorporated herein by reference, is of the opinion and finds that said tracts are not needed for public use and should be abandoned and vacated, and deems it advisable and in the public interest to abandon and quitclaim the hereafter described interests in real property subject to the reservations and conditions of this document;

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

**SECTION 1.** That the City of Richardson hereby abandons, vacates, and quitclaims all right, title, and interest in and to the portions of that certain construction easement described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and made a part hereof for all purposes, the same as if fully copied herein, subject to all existing easement rights of others, if any, whether apparent or non-apparent.

**SECTION 2.** That the City Council by this Resolution does not authorize the abandonment of any other interest other than the City’s interest in the construction easement to the extent described in Exhibit “A” hereto.

**SECTION 3.** That the City Secretary shall file a certified copy of this Resolution in the Official Public Records of Collin County, Texas.

**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 25th day of April, 2016.

**CITY OF RICHARDSON, TEXAS**

---

MAYOR

**ATTEST:**

---

CITY SECRETARY

**APPROVED AS TO FORM:**

---

PETER G. SMITH, CITY ATTORNEY  
(PGS:4-19-16:TM 76521)

**EXHIBIT "A"**

**LEGAL DESCRIPTION**  
0.500 ACRES

**BEING** a tract of land out of the L.M. Marshall Survey, Abstract No. 595 and the F. McCullough Survey, Abstract No. 586 in the City of Richardson, Collin County, Texas, being part of a tract of land described as Exhibit J in deed to the City of Richardson recorded in County Clerk's File NO. 94-0007476 of the Land Records of Collin County, Texas, being part of Lot 6, Block A of Turnpike Commons West Addition, an addition to the City of Richardson according to the plat thereof recorded in Cabinet 2013, Page 314 of the Map Records of Collin County, Texas, being part of Lot 1, Block A of Turnpike Commons West Addition, an addition to the City of Richardson according to the plat thereof recorded in Cabinet 2006, Page 292 of the Map Records of Collin County, Texas, being all of the Construction Easement recorded in in County Clerk's File NO. 94-0007477 of the Land Records of Collin County, Texas and being more particularly described as follows:

**BEGINNING** at a 1/2" iron rod with a Pacheco Koch cap found in the west line said Lot 6 and the east line of a tract of land described as Exhibit C in deed to the City of Richardson recorded in County Clerk's File NO. 94-0007476 of the Land Records of Collin County, Texas from which an X found in the north right-of-way line of Renner Road for the southwest corner of said Lot 6 bears South 35°32'56" West, 288.21 feet;

**THENCE** with the north line of said Exhibit C, the following courses and distances to wit:  
 North 7°36'45" East, a distance of 173.31 feet to a 1/2" iron rod with a Pacheco Koch cap found at the beginning of a tangent curve to the left having a central angle of 54°39'54", a radius of 230.00 feet, a chord bearing and distance of North 19°43'12" West, 211.21 feet;  
 In a northwesterly direction, with said curve to the left, an arc distance of 219.44 feet to a 1/2" iron rod with a Pacheco Koch cap found for corner;  
 North 47°03'09" West, a distance of 54.50 feet to a point for corner;  
 North 53°15'07" West, a distance of 54.89 1/2" iron rod with a Pacheco Koch cap found to a point for corner;  
 North 46°48'29" West, a distance of 56.15 feet to a point at the beginning of a tangent curve to the left having a central angle of 29°36'31", a radius of 400.00 feet, a chord bearing and distance of North 61°36'45" West, 204.41 feet;  
 In a northwesterly direction, with said curve to the left, an arc distance of 206.71 feet to a point for corner;  
 North 76°25'00" West, a distance of 204.57 feet to a point for corner;

**THENCE** the following courses and distances to wit:  
 North 83°37'56" East, a distance of 31.87 feet to a point for corner;  
 South 82°51'46" East, a distance of 54.27 feet to a point for corner;  
 South 77°02'11" East, a distance of 139.48 feet to a point at the beginning of a tangent curve to the right having a central angle of 30°13'40", a radius of 400.00 feet, a chord bearing and distance of South 61°55'21" East, 208.59 feet;  
 In a southeasterly direction, with said curve to the right, an arc distance of 211.03 feet to a point for corner;  
 South 46°48'30" East, a distance of 43.64 feet to a point for corner;  
 South 53°15'08" East, a distance of 54.83 feet to a point for corner;  
 South 47°03'10" East, a distance of 46.40 feet to a point at the beginning of a tangent curve to the right having a central angle of 67°22'29", a radius of 280.00 feet, a chord bearing and distance of South 13°21'57" East, 310.61 feet;  
 In a southeasterly direction, with said curve to the right, an arc distance of 329.25 feet to a point for corner;  
 South 20°19'09" West, a distance of 101.39 feet to the **POINT OF BEGINNING** and containing 0.500 acre of land.

Bearing system Lot 6, Block A of Turnpike Commons West Addition, an addition to the City of Richardson according to the plat thereof recorded in Cabinet 2013, Page 314 of the Map Records of Collin County, Texas

**CONSTRUCTION EASEMENT  
ABANDONMENT**

L.M. MARSHALL SURVEY, ABSTRACT NO. 595  
 F. MCCULLOUGH SURVEY, ABSTRACT NO. 5863  
 CITY OF RICHARDSON  
 COLLIN COUNTY, TEXAS

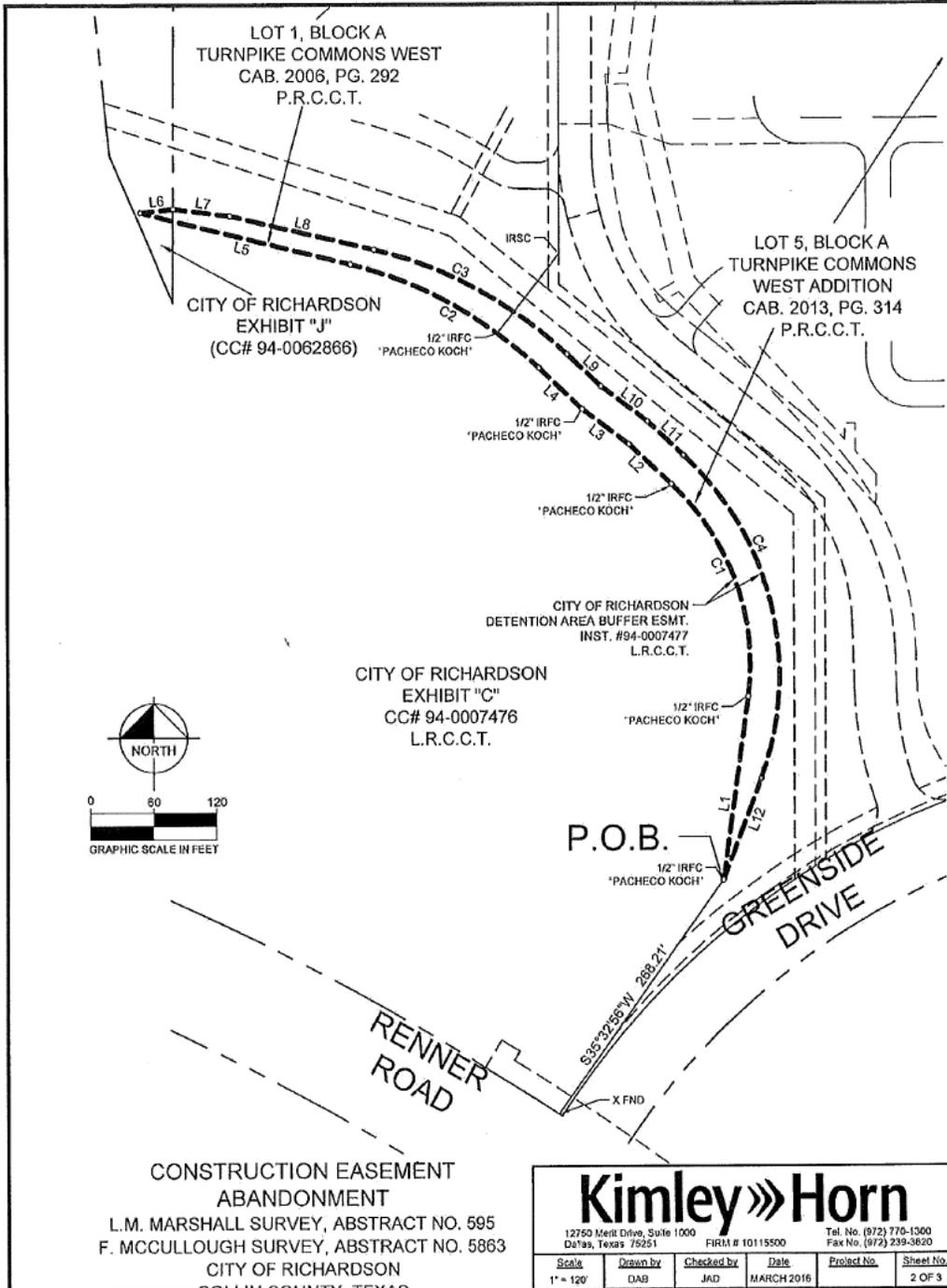
DANA BROWN  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 5336  
 12750 MERIT DRIVE, SUITE 1000  
 DALLAS, TEXAS 75251  
 PH. 972-770-1300  
 dana.brown@kimley-horn.com



<b>Kimley»Horn</b>					
12750 Merit Drive, Suite 1000 Dallas, Texas 75251		FIRM # 10115500		Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DAB	JAD	MARCH 2016		1 OF 3

BROWN, DANA 3/15/2016 3:29 PM K:\DAL\_SURVEY\00000000-RANDALL CONST ESM\TUVG\CONST ESM\T ABANDONMENT.DWG

EXHIBIT "B"



BROWN, DANA 3/15/2016 3:28 PM K:\DRL\_SURVEY\MOORE.DD.RANDALL.CONST.ESMT\DWG\CONST.ESMT.ABANDONMENT.DWG

**EXHIBIT "B"**

LINE TABLE		
NO.	BEARING	LENGTH
L1	N07°36'45"E	173.31'
L2	N47°03'09"W	54.50'
L3	N53°15'07"W	54.89'
L4	N46°48'29"W	56.15'
L5	N76°25'00"W	204.57'
L6	N83°37'56"E	31.87'
L7	S82°51'46"E	54.27'
L8	S77°02'11"E	139.48'
L9	S46°48'30"E	43.64'
L10	S53°15'08"E	54.83'
L11	S47°03'10"E	46.40'
L12	S20°19'09"W	101.39'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	54°39'54"	230.00'	219.44'	N19°43'12"W	211.21'
C2	29°36'31"	400.00'	206.71'	N61°36'45"W	204.41'
C3	30°13'40"	400.00'	211.03'	S61°55'21"E	208.59'
C4	67°22'29"	280.00'	329.25'	S13°21'57"E	310.61'

**CONSTRUCTION EASEMENT  
 ABANDONMENT**  
 L.M. MARSHALL SURVEY, ABSTRACT NO. 595  
 F. MCCULLOUGH SURVEY, ABSTRACT NO. 5863  
 CITY OF RICHARDSON  
 COLLIN COUNTY, TEXAS

		12750 Mont Drive, Suite 1000 Dallas, Texas 75251		FIRM # 10115500		Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
		Scale 1" = 120'	Drawn by DAB	Checked by JAD	Date MARCH 2016	Project No.	Sheet No. 3 OF 3

BROWN, DANA 3/15/2016 3:28 PM K:\DAL\_SURVEY\00000000-RANDALL CONST ESMITDWS\CONST ESMIT ABANDONMENT.DWG

**RESOLUTION NO. 16-09**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, AUTHORIZING THE TERMINATION OF DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS DATED MARCH 29, 2010, EXECUTED BY GALATYN PROPERTY, LTD. RELATING TO THE DEVELOPMENT OF TRACT 6 AS DESCRIBED IN ORDINANCE NO. 2735-A; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on or about March 29, 2010, Galatyn Properties, Ltd. (“Galatyn”) executed that certain Declaration of Covenants, Conditions and Restrictions (the “Declaration”) which is recorded as County Clerk File No. 20100331000305340 in the Real Property Records of Collin County, Texas, and as County Clerk File No. 201000079756 in the Real Property Records of Dallas County, Texas; and

**WHEREAS**, the Declaration created and imposed certain covenants, conditions and restrictions on Galatyn’s real property more particularly described in the Declaration (the “Property”), the Property being the same land described as “Tract 6” in Ordinance No. 2735-A, adopted June 26, 1989; and

**WHEREAS**, a substantial portion of the Property has been conveyed to the City; and

**WHEREAS**, on or about December 8, 2014, the City Council enacted Ordinance No. 4093 which, among other things, enacted land use and development regulations governing the portions of the Property that have not been conveyed to the City or otherwise been developed prior to the effective date of Ordinance No. 4093; and

**WHEREAS**, to avoid confusion with respect to the rights of current and future owners of the portions of the Property not owned by the City regarding the use and development of said real property, and having determined that the enactment of Ordinance No. 4093 makes the restrictions regarding the use and development of the Property set forth in the Declaration unnecessary, the City Council of the City of Richardson, Texas, finds it to be in the public interest to terminate the Declaration.

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

**SECTION 1.** That the Mayor is hereby authorized to execute on behalf of the City such documents as necessary to consent to the termination of the Declaration and the City’s interest stated therein.

**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 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 25<sup>th</sup> day of April, 2016.

CITY OF RICHARDSON, TEXAS

---

MAYOR

ATTEST:

---

CITY SECRETARY

APPROVED AS TO FORM:

---

PETER G. SMITH, CITY ATTORNEY

(kbl:4/7/16:TM76328)

**RESOLUTION NO. 16-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, AUTHORIZING THE TERMINATION AND RELEASE OF RESERVATIONS, RESTRICTIONS, AND COVENANTS FOR GALATYN PARK II; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, that certain *Declaration of Reservations, Restrictions, and Covenants for Galatyn Park II* (the “Original Declaration”) signed on April 24, 1997, and recorded May 5, 1997, in Volume No. 97087, Page 3518, Real Property Records, Dallas County, Texas, and in Volume No. 3904, Page 203, Real Property Records, Collin County, Texas; and

**WHEREAS**, the Original Declaration was amended by that certain *First Amendment to Declaration of Reservations, Restrictions, and Covenants for Galatyn Park II* (“the First Amendment”) dated November 1, 2005, and recorded January 18, 2006, as Document No. 200600018973, Real Property Records, Dallas County, Texas, and January 19, 2006, as Instrument No. 20060119000079140, Real Property Records, Collin County, Texas (the Original Declaration and First Amendment hereafter referred to collectively as “the Declaration”); and

**WHEREAS**, the Declaration imposes certain covenants, restrictions, and conditions on the use and development of the property located within the City of Richardson generally bounded by Lookout Drive, Glenville Road, Galatyn Parkway, and the DART rail right of way (“the Property”); and

**WHEREAS**, the City became an owner of a portion of the Property after the execution and recording of the Original Declaration; and

**WHEREAS**, owners of other portions of the Property have called a meeting of all of the owners of various portion of the Property for the purpose of seeking a vote of the required number of owners to terminate the Declaration; and

**WHEREAS**, having determined that the enactment of various land use regulations governing the use and development of the Property adequately serves the public purpose and makes any requirement the City may have imposed in the past relating to the adoption of the Declaration, if any, no longer necessary, and further finding it desirable that the City-owned portion of the Property not be burdened by the Declaration, the City Council of the City of Richardson, Texas, finds it to be in the public interest to terminate the Declaration.

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

**SECTION 1.** That the City Manager is hereby authorized to take such action and to execute such documents on behalf of the City as necessary to consent to the termination of the Declaration and the City’s interest stated therein.

**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 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 25<sup>th</sup> day of April, 2016.

CITY OF RICHARDSON, TEXAS

---

MAYOR

ATTEST:

---

CITY SECRETARY

**RESOLUTION NO. 16-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPROVING THE ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION AND THE SECOND AMENDED AND RESTATED BYLAWS OF THE RICHARDSON IMPROVEMENT CORPORATION; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Richardson, Texas, has been presented with the proposed Articles of Amendment to the Articles of Incorporation and the Second Amended and Restated Bylaws of the Richardson Improvement Corporation, attached hereto as Exhibits “A” and “B,” respectively; and

**WHEREAS**, the Board of Directors of the Richardson Improvement Corporation has recommended the City Council adopt the Articles of Amendment to the Articles of Incorporation and the Second Amended and Restated Bylaws of the Richardson Improvement Corporation;

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

**SECTION 1.** That the Articles of Amendment to the Articles of Incorporation and the Second Amended and Restated Bylaws of the Richardson Improvement Corporation, copies of which are attached hereto as Exhibits “A” and “B,” respectively, be, and the same are hereby, approved.

**SECTION 2.** That the City Manager is hereby authorized to take any and all necessary action to file the Articles of Amendment to the Articles of Incorporation.

**SECTION 3.** 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 4.** 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 5.** 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 25th day of April, 2016.

**CITY OF RICHARDSON, TEXAS**

\_\_\_\_\_  
MAYOR

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
PETER G. SMITH, CITY ATTORNEY  
(PGS:4-12-16:TM 72789)



## MEMO

**DATE:** April 20, 2016  
**TO:** Keith Dagen – Director of Finance  
**FROM:** Todd Gastorf – Purchasing Manager *TJG*  
**SUBJECT:** Award of Bid #09-16 for the Rebid of Arapaho Road Culverts Railing Replacements to GHB Equipment Co. LLC in the amount of \$496,556

**Proposed Date of Award: April 25, 2016**

I concur with the recommendation of Steve Spanos – Director of Engineering, and request permission to award a contract to the low bidder, GHB Equipment Co. LLC for the above referenced construction in the amount of \$496,556, as outlined in the attached memo.

As stated in the attached memo, the original bid amount exceeded the project budget. Capital Projects is requesting approval of a change order to reduce the contract by \$34,780 for a total project cost of \$461,776.

Funding is provided from Neighborhood Vitality GO Bonds, Drainage Utility, 2012 and 2014 C.O.'s.

The bid was advertised in *The Dallas Morning News* on November 2 & 9, 2015 and posted on Bidsync. A total of 304 electronic solicitations were distributed and 21 vendors viewed the bid. A pre-bid conference was held on November 10, 2015 and 1 responsive bid was received.

Concur:

  
Keith Dagen

ATTACHMENTS



## MEMO

TO: Dan Johnson, City Manager  
THROUGH: Cliff Miller, Assistant City Manager *CM*  
FROM: Steve Spanos, P.E., Director of Engineering *SS*  
SUBJECT: Award of Bid No. 09-16 for the Rebid of Arapaho Road Culverts Railing Replacements to GHB Equipment Co. LLC  
DATE: April 15, 2016

### **ACTION REQUESTED:**

Council to consider award of Bid No. 09-16 to GHB Equipment Co. LLC, for the Rebid of Arapaho Road Culverts Railing Replacements in the amount of \$496,556.00.

### **BACKGROUND INFORMATION:**

On November 23, 2015 the Capital Projects Department opened bids for the subject project. The attached bid tabulation certifies the lowest base bid was submitted by GHB Equipment Co. LLC, in the amount of \$496,556.00. Staff has reviewed GHB Equipment Co. LLC company financials, bonding, insurance and references, and found them to be acceptable, therefore we recommend awarding the Arapaho Road Culverts Railing Replacements to GHB Equipment Co. LLC.

This project consists of a new decorative bridge railing on Arapaho Road at West Fork Branch, Cottonwood Creek and Nantucket Branch west of Floyd Road. Additional work includes removal of existing metal handrail, sidewalk paving, street paving, riprap, culvert headwall, wingwall, retaining wall, and debris/sediment removal from creek channels.

The one bid received for this project exceeded the project budget. Staff worked with the contractor to make minor modifications in the project scope resulting in a \$34,780.00 savings. Staff recommends the award of the base bid and approval of a change order to reduce the contract by \$34,780.00. The change order reduces the riprap quantities, and modifies the mobilization, traffic control, and Stormwater Pollution Prevention Plan project cost.

### **FUNDING:**

Funding is provided from Neighborhood Vitality GO Bonds, Drainage Utility, 2012 and 2014 C.O.'s.

### **SCHEDULE:**

The Capital Projects Department plans for this project to begin construction May 2016 and be completed by August 2016.

cc: Henry Drexel, P.E., Senior Project Engineer *HD*

## REBID OF ARAPAHO ROAD CULVERT RAILING REPLACEMENT

BID # 09-16

				GHB Equip Co LLC	
ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	AMOUNT
1	Removal of concrete sidewalk	2,286	SF	\$7.00	\$16,002.00
2	Removal of storm sewer pipe	6	LF	\$200.00	\$1,200.00
3	Removal of storm sewer inlet	1	EA	\$1,000.00	\$1,000.00
4	Removal of concrete street paving	57	SY	\$70.00	\$3,990.00
5	Removal of storm sewer inlet top	2	EA	\$1,000.00	\$2,000.00
6	Removal of concrete riprap	119	SY	\$40.00	\$4,760.00
7	Removal of concrete culvert	661	SF	\$20.00	\$13,220.00
8	Removal of concrete retaining wall stem	61	SF	\$100.00	\$6,100.00
9	Removal of masonry block retaining wall	15	LF	\$100.00	\$1,500.00
10	Removal of steel pedestrian railing at culvert & sidewalk	360	LF	\$60.00	\$21,600.00
11	Removal of timber fencing and gate	20	LF	\$20.00	\$400.00
12	Removal of vegetation, debris, & accumulated sediment	0.18	AC	\$200,000.00	\$36,000.00
13	Excavate existing tree stump and root ball	1	EA	\$2,000.00	\$2,000.00
14	Top Soil	261	SY	\$7.00	\$1,827.00
15	Bermuda sodding	261	SY	\$7.00	\$1,827.00
16	Slope Stabilization	300	SY	\$30.00	\$9,000.00
17	Construct 4" sidewalk	3,064	SF	\$5.00	\$15,320.00
18	Construct 8" street paving	52	SY	\$220.00	\$11,440.00
19	Construct 24" concrete curb & gutter	4	LF	\$60.00	\$240.00
20	Construct asphaltic overlay	42	SY	\$225.00	\$9,450.00
21	Construct 10 foot inlet top	2	EA	\$5,000.00	\$10,000.00
22	Construct 10 foot curb inlet	1	EA	\$3,000.00	\$3,000.00
23	Construct steel railing (base plate mounted)	320	LF	\$220.00	\$70,400.00
24	Construct steel railing (direct embedment)	76	LF	\$250.00	\$19,000.00
25	Construct rail pilaster	19	EA	\$2,000.00	\$38,000.00
26	Construct rail cap	337	LF	\$180.00	\$60,660.00
27	Construct retaining/rail support wall	14.7	CY	\$0.00	\$0.00
28	Construct retaining/rail support wall on drilled shaft foundation	6.4	CY	\$1,500.00	\$9,600.00
29	Construct reinforced concrete drilled shafts	39	VF	\$300.00	\$11,700.00
30	Construct riprap	136	SY	\$120.00	\$16,320.00
31	Construct timber fencing	10	LF	\$100.00	\$1,000.00
32	SWPPP	1	LS	\$7,000.00	\$7,000.00
33	Traffic control	1	LS	\$17,000.00	\$17,000.00
34	Project signage	4	EA	\$1,000.00	\$4,000.00
35	Mobilization	1	LS	\$50,000.00	\$50,000.00
36	Construction contingency	1	LS	\$20,000.00	\$20,000.00
<b>TOTAL BASE BID</b>					<b>\$496,556.00</b>
<b>CONTRACTOR'S BID</b>					<b>\$496,556.00</b>

ENGINEERS ESTIMATE:

**\$380,000**

CERTIFIED BY:

  
Steve Spanos, P.E., Director of Engineering



# MEMO

**DATE:** April 20, 2016  
**TO:** Keith Dagen – Director of Finance  
**FROM:** Todd Gastorf – Purchasing Manager *TG*  
**SUBJECT:** Award of Bid #48-16 for an Annual Requirements Contract for Hauling of Construction Debris to Intercon Construction Co. Inc. dba Intercon Demolition pursuant to unit prices

**Proposed Date of Award: April 25, 2016**

On February 8, 2016, the Richardson City Council awarded authorization to issue an annual requirements contract for hauling of construction debris. Following the award, the selected vendor was unable to meet all of the insurance requirements outlined in the bid specifications; therefore, city staff ended all contract negotiations with the vendor and rebid the contract as Bid #48-16.

I concur with the recommendation of Darryl Fourte – Director of Public Services, and request permission to issue an annual requirements contract for hauling of construction debris to Intercon Construction Co. Inc. dba Intercon Demolition pursuant to unit prices as follows:

Cost Per Load, if Loaded by Vendor	\$235/load on wheel loader
Cost Per Load, if Loaded by City	\$225/load on wheel loader

The award of this contract was based on best value criteria as provided in the Texas Local Government Code Chapter 252.043. The criteria included cost of service (50%), safety record (15%), references (25%), and efficiency of equipment (10%). Only one bid was received from Intercon Construction Co. Inc. dba Intercon Demolition, who is currently performing these services for the city.

The term of the contract is for one (1) year with options to renew for up to four (4) additional one-year periods, if exercised and mutually agreed upon by both parties. Pricing for these services is based on a unit cost per load. The award of this contract allows the city to use hauling services as the requirements and needs of the city arise on an annual basis and during any subsequent renewal period(s). Since the city is not obligated to pay for or use a minimum or maximum amount of services, payment will be rendered pursuant to the per load rates bid.

Award of Bid #48-16  
Page 2

We estimate annual expenditures to be approximately \$125,000 and funding is available in account 511-5610-503-4535.

The bid was advertised in *The Dallas Morning News* on March 15 & 22, 2016 and posted on Bidsync. A total of 980 electronic solicitations were distributed and 24 vendors viewed the bid. A pre-bid conference was held on March 23, 2016 and 1 bid was received.

Concur:

  
\_\_\_\_\_  
Keith Dagen

ATTACHMENTS



## MEMO

TO: Todd Gastorf, Purchasing Supervisor

FROM: Darryl Fourte, Director of Public Services *DBF*

DATE: 4/6/2016

SUBJECT: Award Recommendation, Bid 48-16

The Public Services Department evaluation committee used the criteria specified in Bid 48-16, which is listed below, to score one bidder: Intercon Construction Co Inc. Our decision to recommend Intercon Construction Co Inc. was made using best value evaluation by the committee.

Intercon Construction Co Inc unit price is \$235.00 per load if they load the material with a wheel loader. Intercon Construction Co Inc offers a unit price of \$225.00 per load (a discount of \$10.00) if the City loads the material.

Cost of Service - 50%  
Safety Record - 15%  
References - 25%  
Efficiency of Equipment - 10%

The annual cost for these services is heavily dependent on the number of main breaks experienced and water/sewer main replacements planned. Therefore, annual costs cannot be determined exactly. However we estimated the costs to be \$125,000 per year. Funding will come from the account listed below.

511-5610-503-4535

Cc: Don Magner, First Assistant City Manager  
Hunter Stephens, Assistant Director of Public Services  
Travis Switzer, Assistant Director of Public Services

BID TABULATION - **BEST VALUE**  
 ANNUAL REQUIREMENTS CONTRACT FOR  
 HAULING OF CONSTRUCTION DEBRIS

				Intercon Construction Co. Inc. dba Intercon Demolition							
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>Wheel Loader (28,000 lbs rated capacity):</b>											
1a	Base Cost Per Load (28 mi/load)	1	load	235.000	\$235.00		\$0.00		\$0.00		\$0.00
2a	Cost Adjustment for Higher Travel Distance	1	mi	8.400	\$8.40		\$0.00		\$0.00		\$0.00
3a	Underweight Adjustment	1	ea	0.000	\$0.00		\$0.00		\$0.00		\$0.00
4a	Base Cost Per Load (City Load on Truck)	1	load	225.000	\$225.00		\$0.00		\$0.00		\$0.00
<b>Excavator (28,000 lbs rated capacity):</b>											
1b	Base Cost Per Load (28 mi/load)	1	load	255.000	\$255.00		\$0.00		\$0.00		\$0.00
2b	Cost Adjustment for Higher Travel Distance	1	mi	9.110	\$9.11		\$0.00		\$0.00		\$0.00
3b	Underweight Adjustment	1	ea	0.000	\$0.00		\$0.00		\$0.00		\$0.00
4b	Base Cost Per Load (City Load on Truck)	1	load	245.000	\$245.00		\$0.00		\$0.00		\$0.00
<b>Wood Grinder (40,000 lbs rated capacity):</b>											
1c	Base Cost Per Load (28 mi/load)	1	load	650.000	\$650.00		\$0.00		\$0.00		\$0.00
2c	Cost Adjustment for Higher Travel Distance	1	mi	9.110	\$9.11		\$0.00		\$0.00		\$0.00
3c	Underweight Adjustment	1	ea	0.000	\$0.00		\$0.00		\$0.00		\$0.00
4c	Base Cost Per Load (City Load on Truck)	1	load	650.000	\$650.00		\$0.00		\$0.00		\$0.00
<b>TOTAL GROSS PRICE</b>											
<b>CASH DISCOUNT</b>											
<b>TOTAL NET PRICE</b>											
<b>DELIVERY</b>					As needed		As needed		As needed		As needed
<b>F.O.B</b>					Destination		Destination		Destination		Destination



## MEMO

**DATE:** April 20, 2016  
**TO:** Keith Dagen – Director of Finance  
**FROM:** Todd Gastorf – Purchasing Manager *TJG*  
**SUBJECT:** Award of Bid #53-16 for an Annual Requirements Contract for Traffic Signal Controller Hardware to Texas Highway Products pursuant to unit prices

**Proposed Date of Award: April 25, 2016**

I concur with the recommendation of Dave Carter – Assistant Director of Development Services, Traffic and Transportation, and request permission to issue an annual requirements contract for traffic signal controller hardware to Texas Highway Products pursuant to the attached unit prices.

Three bids were received. Texas Highway Products was the only bidder to meet the specifications. The remaining bidders submitted pricing for controller hardware that is not compatible with the city's existing software, and in both instances the controller software proposed as a replacement does not meet the minimum needs of the city.

The term of the contract is for three (3) years with options to renew for up to four (4) additional one-year periods, if exercised and mutually agreed upon by both parties. The award of this contract allows the city to replace its existing traffic signal controllers as the requirements and needs of the city arise during the initial three-year term and during any subsequent renewal period(s). Since the city is not obligated to pay for a minimum or maximum number of traffic signal controllers, payment will be rendered pursuant to the unit prices specified.

We estimate expenditures to be \$550,000 during the initial three-year term of the contract for full replacement of existing traffic signal controllers. We estimate annual expenditures to be \$25,000 for each one-year renewal period, if exercised. Funding is provided from GO Bonds.

The bid was advertised in *The Dallas Morning News* on March 30, and April 6, 2016 and posted on Bidsync. A total of 445 electronic solicitations were distributed and 17 vendors viewed the bid. A pre-bid conference was held on April 7, 2016 and 3 bids were received.

Concur:

  
Keith Dagen

ATTACHMENTS



## MEMO

TO: Todd Gastorf, Purchasing Supervisor

FROM: Dave Carter, P.E., PTOE *Dave A Carter*  
Asst. Director of Development Services – Traffic and Transportation

DATE: April 20, 2016

SUBJECT: Annual Contract for Traffic Signal Controller Hardware – Bid #53-16

Traffic Operations recommends awarding the annual requirements contract for Traffic Signal Controller Hardware, Bid #53-16, to the lowest responsible bidder, Texas Highway Products. It is recommended that this be awarded as a three (3) year contract with four (4) additional one-year renewal options after the initial three (3) year term.

Expenditures are estimated to be \$550,000.00 in the first three (3) years, for full replacement of existing traffic signal controllers. Expenditures are estimated to be \$25,000 annually for each optional one-year renewal term for new signals and controllers with non-warranted damage. Funding is provided from GO Bonds.

Thank You,  
Dave Carter, P.E., PTOE  
Assistant Director of Development Services – Traffic and Transportation  
City of Richardson  
(972) 744-4325

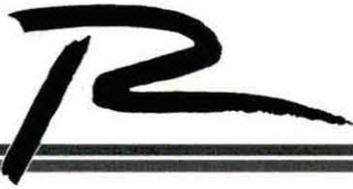
Cc: Robert Saylor  
Mark Titus  
Delisa Norman

BID TABULATION  
 ANNUAL REQUIREMENTS CONTRACT FOR  
 TRAFFIC SIGNAL CONTROLLER HARDWARE

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	TEXAS HIGHWAY PRODUCTS		PEEK TRAFFIC CORPORATION		TRAFFICWARE GROUP, INC.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	NEMA TS2 TYPE 1 Controller (No Software)	1	ea	1831.0000	\$1,831.00				
2	NEMA TS2 TYPE 2 Controller (No Software)	1	ea	2327.0000	\$2,327.00	**Non-responsive		**Non-responsive	
3	NEMA TS2 TYPE 1 Contr. w/ Color Display (No Software)	1	ea	3057.0000	\$3,057.00				
4	NEMA TS2 TYPE 2 Contr. w/ Color Display (No Software)	130	ea	3290.0000	\$427,700.00				
5	NEMA TS2 TYPE 1 Contr. w/ Color Display and Color MaxTime Software	1	ea	3245.0000	\$3,245.00				
6	NEMA TS2 TYPE 2 Contr. w/ Color Display and Color MaxTime Software	1	ea	3490.0000	\$3,490.00				
7	NEMA TS2 TYPE 1 (Lite) Contr. equal to Item 16	1	ea	1665.0000	\$1,665.00				
8	NEMA TS2 TYPE 2 (Lite) Contr. equal to Item 14; 2B; 3D; 4AN; and -8 Base	1	ea	2165.0000	\$2,165.00				
9	TYPE 2070-LC Contr. Unit, includes TYPE 2070 Unit Chassis, TYPE 2070-1C CPU Module, 2070-2A Field IO Module, 2070-3D Front Panel Assembly and 2070-4A Power Supply	1	ea	2340.0000	\$2,340.00				
10	TYPE 2070-LC-USB Contr. Unit with 3D USB Front Panel Assembly	1	ea	2650.0000	\$2,650.00				
11	TYPE 2070-LCS Contr. Unit, includes TYPE 2070 Unit Chassis, TYPE 2070-1C CPU Module, 2070-2B Field IO Module, 2070-3D Front Panel Assembly, 2070-4Z Power Supply	1	ea	1873.0000	\$1,873.00				
12	TYPE 2070-LCS-USB Contr. Unit with 3D USB Front Panel Assembly	1	ea	1873.0000	\$1,873.00				
13	TYPE 2070-NIC Contr. Unit, includes TYPE 2070 Unit Chassis, TYPE 2070-1C CPU Module, 2070-2B Field IO Module, 2070-3D Front Panel Assembly, 2070-4AN Power Module and 2070-8 NEMA Module	1	ea	3100.0000	\$3,100.00				
14	TYPE 2070-NIC-USB Contr. Unit with 3D USB Front Panel Assembly	1	ea	3100.0000	\$3,100.00				
15	Type 2070-N2C Contr. Unit, includes Type 2070 Unit Chassis, Type 2070-1C CPU Module, Type 2070-2N Field I/O Module, Type 2070-3D Front Panel Assembly, and Type 2070-4AN Power Supply Module	1	ea	2773.0000	\$2,773.00				
16	TYPE 2070-N2C-USB Contr. Unit with 3D USB Front Panel Assembly	1	ea	2773.0000	\$2,773.00				
17	Type 2070 Unit Chassis	1	ea	288.0000	\$288.00				
18	Type 2070-1C CPU Module	1	ea	798.0000	\$798.00				
19	Type 2070-2A Field I/O Module	1	ea	650.0000	\$650.00				
20	Type 2070-2B Field I/O Module	1	ea	238.0000	\$238.00				

BID TABULATION  
 ANNUAL REQUIREMENTS CONTRACT FOR  
 TRAFFIC SIGNAL CONTROLLER HARDWARE

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	TEXAS HIGHWAY PRODUCTS		PEEK TRAFFIC CORPORATION		TRAFFICWARE GROUP, INC.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
21	Type 2070-2N Field I/O Module	1	ea	487.0000	\$487.00				
22	Type 2070-3D Front Panel Assembly	1	ea	350.0000	\$350.00	**Non-responsive		**Non-responsive	
23	Type 2070-3D-USB Front Panel Assembly	1	ea	375.0000	\$375.00				
24	Type 2070-4A Power Supply	1	ea	438.0000	\$438.00				
25	Type 2070-4AN Power Supply	1	ea	438.0000	\$438.00				
26	Type 2070-8 NEMA Module	1	ea	1065.0000	\$1,065.00				
27	Type 2070-6B Communications Module	1	ea		No Bid				
28	Type 2070-7A Communications Module	1	ea	175.0000	\$175.00				
29	GPS Time/Serial Module, including antenna and software	1	ea	410.0000	\$410.00				
30	Catalog Price Discount	1	pct	5.0000	5%				
	<b>TOTAL GROSS PRICE</b>				<b>\$471,674.00</b>				
	<b>CASH DISCOUNT</b>								
	<b>TOTAL NET PRICE</b>								
	<b>DELIVERY</b>				<b>60-90 days ARO</b>		<b>As needed</b>		<b>As needed</b>
	<b>F.O.B</b>				<b>Destination</b>		<b>Destination</b>		<b>Destination</b>



## MEMO

**DATE:** April 20, 2016

**TO:** Keith Dagen – Director of Finance

**FROM:** Todd Gastorf – Purchasing Manager *TG*

**SUBJECT:** Award of Bid #56-16 for a cooperative Annual Requirements Contract for Fire Department Bunker Gear to Casco Industries, Inc. through the City of North Richland Hills Request for Proposal (“RFP”) #15-017 pursuant to unit prices

**Proposed Date of Award: April 25, 2016**

I concur with the recommendation of Ed Hotz – Assistant Fire Chief-Administration, and request permission to issue an annual requirements contract for Fire Department bunker gear to Casco Industries, Inc. pursuant to the attached unit prices.

The City of North Richland Hills competitively bid an annual requirements contract for the above referenced goods on RFP #15-017. The initial contract was awarded on September 11, 2015 for a term of one (1) year with options to renew for up to four (4) additional one-year periods.

The award of this contract allows the city to purchase the bunker gear as the requirements and needs of the city arise on an annual basis and during any subsequent renewal period(s). Since the city is not obligated to pay for a minimum or maximum amount of bunker gear, payment will be rendered pursuant to the unit prices specified.

The City of Richardson and the City of North Richland Hills have an existing interlocal agreement for cooperative purchasing, which grants us the authority to cooperatively purchase goods and services as provided by Texas Government Code Chapter 791.025 and Texas Local Government Code Chapter 271.102. This interlocal agreement renews annually unless terminated by either party with thirty (30) days written notice.

Concur:

  
Keith Dagen

ATTACHMENTS

## Inter-Office Memorandum

**Date:** April 5, 2016  
**To:** Julie Ann Bagnall, Purchasing Buyer  
**From:** Ed Hotz, Assistant Fire Chief Administration  
**Subject:** Purchase of Personal Protective Equipment

We are recommending the purchase of personal protective equipment (gloves, helmets, bunker coats and pants, hoods, and boots) from Casco Industries via an interlocal agreement with the City of North Richland Hills bid # 15-017 for an amount not to exceed \$105,000.

Funding will come from account number 011 1410 522 6111.



Friday, September 11, 2015

CASCO INDUSTRIES, INC.  
1517 W. N. CARRIER PKWY  
SUITE 118  
GRAND PRAIRIE, TX 75050

REF RFP 15-017 Fire Fighting Clothes/Bunker Gear

It is my pleasure to inform you that the City of North Richland Hills has awarded your company the contract related to the solicitation referenced above. All required documentation such as insurance, bonds or contracts associated with this solicitation will need to be received by our office before a Purchase Order is issued or work commences. Please contact the Purchasing Department if you have any questions.

The department contact for this contract is:

Eddy Wood  
(817) 266-2120

Thank you for participating in this process and we look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eva Ramirez", is written over a light blue circular stamp.

Eva Ramirez  
Buyer

**Labeling and User Information:**

Each hood is clearly labeled to identify material contents, NFPA acceptance, UL Classification, Date of Manufacture, and Care Instructions. Included with each hood is a complete users information guide.

**Meets or Exceeds Industry Standards**

UL classified to meet or exceed NFPA 1971 - Current Edition; Compliant with CAL-OSHA, Sections 3406 and 3410(d) and OSHA Rule 29 CFR, Part 1910, 269. Compliant with NFPA 70E Current Edition and meets performance specifications of ASTM-F-1506. ARC Rating: 23.3 - Hazard / Risk Category: 2.

1. Face opening is circular and measures between 4.6" to 5.6" in diameter.
2. Length of hood below face opening approx. 12".
3. Length of hood at side from top to bottom approx. 17".
4. Length of hood at front and back from top to bottom approx. 19½".
5. Length of hood at front top to bottom approx. 20".

All proposals must include specific pricing for each component and style

Pants	GXT 43253-F	\$ 987.94 OR 45% OFF LIST
Coat	GXT 33253-F	\$ 1330.14 OR 45% OFF LIST
Any itemized option for PPE or Equipment		\$ 30% OFF LIST
Helmet A	CAIRNS 1010 DELUXE	\$ 292.57 OR 35% OFF LIST
Helmet B	CAIRNS 1044 DELUXE	\$ 268.37 OR 35% OFF LIST
Helmet C	PROXIMITY BONNET SKWOD	\$ 549.60 OR 35% OFF LIST
Gloves	TT PT8 TITAN	\$ 70.00 EA.
Hood	PG1 3049298	\$ 28.00 EA.
Suspenders	GXT 800621	\$ 29.29 EA.
BOOT:	1201400 SUPREME	\$ 331.70 OR 38% OFF LIST.

**Proposal grading:**

Initially all proposals will be evaluated to ensure that they meet the RFP. All proposals that meet the RFP shall be prepared to provide an onsite demonstration of their product. After the demonstrations are complete we may require a test set of PPE to be provided at no charge for evaluation purposes.

The grading criteria for the proposal are as follows:

	Low 1	2	3	4	High 5	%
<b>Price point</b>						10
<b>Vendor past performance</b>						15
<b>Ability to meet the needs of this contract</b>						10
<b>Ability to provide PPE in a timely manner</b>						5
<b>User evaluation</b>						60



# MEMO

**DATE:** April 20, 2016  
**TO:** Keith Dagen – Director of Finance  
**FROM:** Todd Gastorf – Purchasing Manager *TGS*  
**SUBJECT:** Award of Bid #57-16 for three (3) solar powered potable water tank mixers for ground and elevated storage tanks to Medora Corporation in the amount of \$138,457

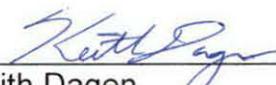
**Proposed Date of Award: April 25, 2016**

I concur with the recommendation of Hunter Stephens – Assistant Director of Public Services, Streets/Utilities, and request permission to issue a purchase order to Medora Corporation for three (3) solar powered potable water tank mixers with a one (1) year BeeKeeper service agreement for Eastside pump station north ground storage tank, Westside pump station north ground storage tank, and Lockwood elevated storage tank in the amount of \$138,457, as per the attached quote.

Medora Corporation is the exclusive manufacturer of the Model SB500PWcv18, Model SB1250PWcv18, and Model SB5000PWv18 solar mixers, which encompasses 13 or more patents with 50+ patent claims, plus additional patents pending and they are the sole licensee of the technology. These patents qualify Medora Corporation as a sole source supplier exempt from competitive bidding for said devices as allowed by Texas Local Government Code Chapter 252.022(a)(7)(A).

Funding is provided by 2016 W&S C.O. account 550-5710-585-7431, Project #WS1611.

Concur:

  
Keith Dagen

ATTACHMENTS



## MEMO

To: Todd Gastorf, Purchasing Manager  
From: Hunter Stephens, Assistant Director of Public Services – Streets/Utilities #5  
Date: April 19, 2016  
Subject: Approval to purchase Solar Powered Potable Water Tank Mixers

### ACTION REQUESTED

Council to consider award of a contract to Medora Corporation to provide three (3) potable water tank mixers with a one (1) year BeeKeeper service agreement. Eastside pump station north ground storage tank, Lockwood elevated storage tank, and Westside pump station north ground storage tank would receive solar powered mixers with approval.

### BACKGROUND INFORMATION

As part of the City of Richardson's ongoing Water Quality Management Plan and third phase of tank mixer installations, we are requesting approval to purchase three (3) solar powered tank mixers. These mixers will provide circulation for distribution system water in storage tanks to prevent stratification of water and improve water quality within the storage tanks. The addition of these mixers will allow uniform circulation throughout the storage tank and aid in overall distribution system water quality.

SolarBee Mixing System technology is only available from Medora Corporation and is the sole source for this type of equipment. The proposed mixers are solar powered and meet the needs of our facilities with providing a complete mixing package with a robust warranty for the equipment. All equipment has a 25-year design life, high reliability, and minimal service requirements.

Other solutions such as Pulsair Mixers (using air to mix) and Tideflex Mixing Systems (infrastructure modifications) were originally considered but did not meet our needs.

### FUNDING

Funding Source is 2016 W&S C.O. project #WS1611 – 2016 Water Tower Mixers  
Account #550-5710-585-7431 for \$138,457.00

### SCHEDULE

The expected delivery and installation date is June 2016.

Cc: Don Magner, First Assistant City Manager  
Darryl Fourte, Director of Public Services  
Travis Switzer, Assistant Director of Public Services



**Medora Corporation**  
3225 Highway 22 • Dickinson, ND 58601  
Tel: (701) 225-4495 • www.MedoraCo.com



## **Quotation: Potable Water Circulation Equipment for the Lockwood, West Side North and East Side North Tanks**

**Date:** February 10, 2016

**Project #:** 6537-B

**To:** Brad Due  
City of Richardson  
Bradley.Due@cor.gov • 972-744-4493

**From:** Harrison "Joe" Neat, Medora Corporation Regional Manager, Austin, TX  
harrison.neat@medoraco.com • 701-225-4495

Melisa L. Olheiser, Medora Corporation Sales Engineering Dept., Dickinson, ND  
melisa.olheiser@medoraco.com • 866-437-8076

Dear Brad,

Thank you for requesting this quotation. We are very pleased to work with you and the City of Richardson to provide high quality potable water circulation equipment at an economical price. This project fits our capabilities well, and we will do everything possible to ensure your project flows smoothly and meets your goals and expectations. Please contact us with any questions.

Best Regards,

SolarBee / GridBee Team

# PROJECT DESCRIPTION

## 1. Tank Name (s) & Location

Lockwood Tank is located at 524 Lockwood Dr. (GPS: 32.952095, -96.737239 )

West Side North is located at 107 N Cottonwood Dr., (GPS: 32.952655, -96.767779)

East Side North Tank is located at 3303 Apollo Rd., Garland TX(GPS: 32.952561, -96.678943)

## 2. Tank Description(s)

Lockwood Tank: Welded-steel, elevated storage tank, volume 0.5 MG height 40', diameter 54'.

West Side North Tank: Concrete, ground storage tank, volume 3 MG, height 15', diameter 185'.

East Side North Tank: Concrete, ground storage tank, volume 8.5 MG, height 18', diameter 299'.

## 3. Project Objectives

The objective is to provide thorough mixing of the tank or reservoir to reduce nitrification, water age, stagnation, stratification, and short circuiting. Thorough mixing not only improves water quality, it also allows for representative sampling of the tank water, and disinfectant boosting if ever needed. To stop nitrification in the tank, the mixer must have the capability to mix all the way down to within 1 inch of the floor of the tank, at the lowest point on the floor, and must be equipped for boosting disinfectant to stop nitrification events.

## 4. Medora Co. Recommendation/System Design for this Installation

For the Solar-powered option we recommend the installation of three (3) SolarBee solar-powered mixers, which consists of one (1) SB500PWc v18 mixer to be placed into the Lockwood Tank, one (1) SB1250PWc v18 to be placed into the West Side North tank and one (1) SB5000PW v18 mixer to be placed into the East Side North Tank.

Note Minimum hatch requirements, with unobstructed clearance, for mixer installations are as follows:

- 18-inch Diameter for SB500PWc v18 Mixers

- 24-inch diameter for SB1250PWc v18 Mixers

- 36-inch by 36-inch SB5000PW v18 Mixers

**Performance Guarantee:** These mixers will completely mix the subject tank. In continuous operation, (1) at least once per 24 hours all water temperatures within the tank shall converge to within 0.8 degrees C, and (2) at least once per 72 hours all chlorine concentrations within the tank shall converge to within 0.18 mg/l.

## PRICING

### 5. Equipment Cost - For Equipment and Option Details, See Attached Documents

#### SB Series Solar Mixers

Quantity	Equipment Description	Cost Each	Equipment Total
1	SB500PWc v18 Solar Mixer for the Lockwood Tank	\$20,035	\$20,035
1	SB1250PWc v18 Solar Mixer for the West Side North	\$27,860	\$27,860
1	SB5000PW v18 Solar Mixer for East Side North Tank	\$49,680	\$49,680
Equipment Subtotal:			\$97,575
<i>Applicable Taxes:</i>			<i>-to be determined -</i>
Factory Delivery, Installation and Startup:			\$41,672
Multiple Unit Installation Discount:			\$4,167
<b>Equipment, Delivery, and Placement Total:</b>			<b>\$135,080</b>

## POTABLE WATER OPTIONS

Options for SB Series Solar Mixers		
SCADA outputs (standard on SolarBee v18 units only)	<i>All SB v18 models come standard with a SCADA brain-board with six outputs. GF models require the addition of a brain-board. (For on-site communication options, please contact our SCADA Engineering Department.)</i>	Please request option list
LED RPM Indicator	<i>Recommended when SCADA is not available. An electronic pulsing monitor is added to the digital controller and a flashing green LED beacon is located outside of the tank. The LED indicates the SolarBee impeller rotational speed, and the beacon can be directionally targeted for ground level viewing.</i>	\$985 per mixer
Beekeeper Service Program	The Beekeeper is a program that utilizes Factory Crews to service and maintain proprietary designed equipment.	See Attached.
Options for all Mixers		
Portable Disinfectant Boost System	<i>Consider when occasional on-site boosting is desired. Portable Disinfectant Boost System (designed to be installed in the back of a pickup), safe, durable chemical transfer system to boost disinfectant in potable water reservoirs. Boosting rate up to 4 gpm, one system can treat multiple tanks, approximate dimensions: 20" W x 52" L x 20" H. Air compressor (4 cfm @ 60 psi) is required to operate the air-powered diaphragm pump; air compressor not included. FOB Dickinson ND. Brochure available upon request.</i>	\$8,720

# TERMS

## 6. General Provisions

**A. Equipment Purchase, Not a Construction Project:** This equipment is portable, and can be easily relocated or removed entirely from the premises at any time. It does not become an integral part of any building or other structure, or part of "real estate." Therefore, to purchase it, the City should use the same procedure as for purchasing other portable equipment, such as a forklift, a drill press, or an office desk. Medora reserves the right not to accept an order if the purchase is incorrectly characterized as a "construction" project." Medora has not found any State or other jurisdiction where construction or contractor statutes apply to portable equipment that is sold by a factory, with on-site final assembly and placement performed by factory personnel.

**B. Assumptions:** This quotation may be based on worksheets, calculations or other information that has been provided by the City. The City should bring to Medora's attention any discrepancies, errors in data, or false assumption that Medora may have made while preparing this quotation.

**C. Expiration:** This quotation expires in 90 days, or on the date of any new quotation for this project, whichever is sooner.

**D. Delivery Time:** Delivery is scheduled at time of order, and is usually between 4 and 8 weeks.

**E. Payment Terms:** For a federal, state, or local government purchaser with a good credit rating, full payment is due in US dollars 30 days after invoice date, which is generally the date when the goods leave the Medora factory. For a non-government purchaser, full payment must be made by credit card or cashier's check before the goods leave the Medora factory though, in some cases, based on availability of a payment bonding or a bank Letter of Credit, 30 day credit terms may be extended upon special request by the purchaser. If there are any issues with these payment terms, please do not rely on this quotation until the issues have been resolved with Medora.

**F. Add for Taxes and Any Governmental Fees:** Except as indicated above, no taxes, tariffs or other governmental fees are included in the quote shown above, nor are there any costs added for special insurance coverage the customer may require. It is the customer's responsibility to pay all local, state, and federal taxes, including, sales and use taxes, business privilege taxes, and fees of all types relating to this sale, whether they are imposed on either Medora or the customer, or whether these taxes and fees are learned about after the customer orders the equipment. The customer's purchase order should indicate any taxes or fees due on equipment and/or services, and whether the customer will pay them directly to the governing body or include the tax payment with the purchase for Medora to submit them to the governing body.

**G. Add for Special Insurance Requirements:** Medora Corporation maintains adequate liability and workman's compensation insurance to generally comply with its requirements for doing business in all fifty U.S. states, and will provide at no charge certificates of insurance when requested. However, if additional insurance or endorsements beyond the company's standard policy are required by the customer, then the costs of those additional provisions and/or endorsements will be invoiced to the customer after the costs become known.

**H. Add for Special Training, Safety, Signage, or Other Requirements:** Medora has a very strong safety training program for its employees. If any special training classes for Medora personnel are required by the customer, please notify Medora well in advance. The cost of this training will be added to this quotation or invoiced to the customer separately. The same applies to any other special requirements the customer may have, including providing of project signage or any other requirement.

**I. Safe and Accessible Tank Condition Required.** This quotation is based on the best information made available to us by the above date. If this equipment is ordered, Medora's engineering and installation team will need detail information and photographs to plan the installation. If the detail information changes the installation scope significantly, Medora reserves the right to withdraw or alter this quotation, even if the equipment has already been ordered. To avoid surprises, the City should supply detailed tank information and photos as soon as possible. To ensure the safety of Medora's installation crews, it is the City's responsibility to make sure that all antennas (radio, cell phone, other) located at or near the tank site are inactivated during the installation and/or service of this equipment.

**J. Customer to Follow Medora's Maintenance and Safety Guidelines:** The customer agrees to follow proper maintenance, operating, and safety instructions regarding the equipment as contained in the safety manual that accompanies the equipment or is sent to the customer's address.

**K. Regulatory Compliance.** The customer must comply with all applicable Federal and State governmental regulations. It is the customer's sole responsibility to inquire about governmental regulations and ensure that GridBee and SolarBee equipment is deployed and maintained so as to remain in compliance with these regulations and guidelines, and to hold Medora harmless from any liability caused by non-compliance with these regulations and guidelines.

**L. Warranty.** Medora Corporation has the best parts and labor warranties that we are aware of in the industry. The details of the Warranty which applies to this project are either attached to this document or are available at:

<http://potablewater.medoraco.com/potablewater/product-information>

## 7. To Accept This Quotation

**To order the equipment**, please issue a purchase order to Medora Corporation, 3225 Hwy. 22, Dickinson, ND 58601. The purchase order can be mailed to the address above, faxed to 866-662-5052, or emailed to the home office at [orderprocessing@medoraco.com](mailto:orderprocessing@medoraco.com). The purchase order should refer to the date of this quotation, and will be assumed to include this entire quotation by reference.

If purchase orders are not utilized, please sign and date below, provide billing information, and fax to 866-662-5052 or email to [orderprocessing@medoraco.com](mailto:orderprocessing@medoraco.com).

Signing below acknowledges acceptance of this quotation.

Proposal Date: February 10, 2016

Project #: 6537-B

Solar Mixers with Factory Delivery, Installation and Startup

Additional Equipment Options Chosen: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## BeeKeeper Service Program

**Main Office & Service Center Information:**

3225 Highway 22  
Dickinson, ND 58601  
Toll Free: (866) 437-8076 Phone: (701) 225-4495  
Fax: (701) 225-0002

**Date:** February 22, 2016

**Project #:** 6537-B

**Customer:** City of Richardson

**Customer Information:**

Brad Due  
City of Richardson  
Bradley.Due@cor.gov

**Quote Is Valid Until:**

May 31, 2016
--------------

**BeeKeeper Pricing Options** (costs cover all units listed on page 2):

		Price per Year
OPTION 1	Equipment Under Warranty - Years 1 and 2:	\$3,377.00
OPTION 2	Equipment out of Warranty - Years 3,4,5:	\$8,104.79

**Acceptance Of BeeKeeper Service Program**

*To accept this Service Program, please fill out below information and either:*

*a) Fax to 701-225-0002, b) Scan and email to customerservice@medoraco.com, or c) Mail using address above.*

\_\_\_\_\_ *Option 1 or 2*

\_\_\_\_\_ *Purchase Order Number (if applicable)*

\_\_\_\_\_ *Authorized Signature*

\_\_\_\_\_ *Date*

**Unit(s) & Location(s) Covered Under BeeKeeper Service Program:**

	Number	SolarBee Model	Location
1	1	SB500PWc	Lockwood Tank 524 Lockwood Dr. (GPS: 32.952095, -96.737239 )
2	1	SB1250PWc	West Side North 107 N Cottonwood Dr. (GPS: 32.952655, -96.767779)
3	1	SB5000PW	East Side North 3303 Apollo Rd, Garland TX (GPS: 32.952561, -96.678943)
4			

## **BeeKeeper Terms & Conditions:**

### **1. Universal Damage Repair**

All structural repairs and replacement parts needed from damage incurred for any reason including acts of nature, accidents and vandalism are covered.

### **2. Electronics Hardware, Software, & Firmware Upgrades**

Upgrades to hardware, software, and firmware are included as they become available. The heart of the superb SolarBee is the large low-rpm digital brushless high-torque motor, PV modules, battery system, and computerized power management system (including brain board, logic board, self-diagnostics, motor controller, charge controller, data logger, GPS receiver, & communication outputs). Medora Corporation has invested millions of dollars to develop these computerized controls and continually improve them for increased machine performance, self-diagnostics, self-repair, and reliability.

### **3. Access To On-Staff Water Quality Experts**

Our water quality experts are available for data analysis and application troubleshooting if a need arises. Medora Corporation obtained water quality data and customer water quality data will be analyzed including expert review and free conference calls to discuss water quality issues. Medora Corporation employs many experts in the water quality field including specialized areas such as limnology, hydrology, toxicology, wastewater, oceanography, biology, hydrology, and engineering. Degrees range from B.S. to M.S. to PhD's.

### **4. Periodic Maintenance Throughout The Year**

The power system, impeller, intake, structural components, and the electronic systems are inspected. The solar modules and flow dish are adjusted and cleaned. In all, a complete inspection is performed for mechanical, structural, and electronic items. All necessary or advisable machine repairs and/or upgrades are also made.

### **5. Rapid Onsite Response For Critical Application & Operational Service Issues**

If service issues arise, the customer may be asked to perform a basic machine inspection and discuss results with our Customer Service Department. In some cases, the customer may be asked to make minor repairs or perform minor service (i.e., cleaning the solar panels, changing a fuse, installing other minor parts). If replacement parts are needed, the factory will ship them out at no additional cost. For more serious application and service issues, Medora Corporation will dispatch a crew to resolve the issues onsite.

### **6. Removal, Storage and Re-Installation of Potable Water Units.**

If a potable water unit needs to be removed for tank maintenance, Medora Corporation offers removal, storage and re-installation at a flat rate of \$5,000. The unit must be covered under the program at the time of removal and re-installation.

### **7. The Importance Of Having A Service Program**

If a SolarBee machine is not covered under a BeeKeeper Service Program before the standard warranty expires or if a BeeKeeper Service Program is allowed to lapse, machine inspection and repair at standard rates and/or a higher initial BeeKeeper Service Program cost may be required in order to enroll / re-enroll.

### **8. Currency**

All prices are shown in U.S. Dollars and all payments must be made in U.S. Dollars.

### **9. Payment Terms**

The start date for a BeeKeeper Service Program is the first of the month following notification of acceptance or at a time designated by the Customer (always on the first of a month). Invoices are issued within 30 days of the start date with payment due 30 days from invoice date. Currency is in U.S. Dollars.

### **10. Add For Taxes & Governmental Fees**

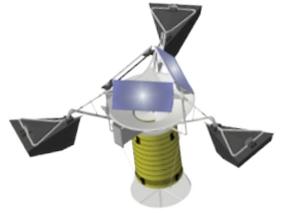
Unless otherwise indicated, no taxes, tariffs, or other governmental fees are included in the costs shown above. Taxes and fees of all types relating to this sale being imposed on Medora Corporation or the customer are the customer's responsibility to pay whether they are learned of before or after the customer orders this program. These include but are not limited to: all local, state, and federal taxes including sales and use taxes, and business privilege taxes. The customer's purchase order should indicate any taxes or fees due on equipment and/or services. The Customer will distinguish whether they will pay any fees / taxes directly to the governing body or to Medora Corporation for Medora Corporation to submit to the governing body.

### **11. Liability**

The BeeKeeper Service Program covers only the cost to repair and maintain the actual Medora Corporation equipment. There is no responsibility or liability undertaken by Medora Corporation, for any other damages whatsoever, whether to other property or to a person(s). The owner should consider a general liability coverage for other possible damages.

### SolarBee Solar-Powered Mixers and Circulators

All new and factory-refurbished SolarBee equipment is warranted to be free of defective parts, materials, and workmanship for a period of two years from the date of installation. In addition, the SolarBee brushless motor is warranted for a period of ten years from the date of installation. A manufacturer's warranty exceeding this SolarBee warranty, such as photovoltaic modules (solar panels), which currently have a manufacturer's 25-year performance warranty, will be honored. See below for general warranty terms and conditions, and Limitation of Liability.\*\*



### GridBee AP Air-Powered Mixers and Circulators

GridBee AP air-powered mixers and circulators are warranted to be free of defective parts, materials, and workmanship for a period of two years from the date of installation. GridBee air blowers or compressors are "buyout" items for Medora, and as such are covered by the actual manufacturer's warranty against defects in material and workmanship for one year from the date of purchase. See below for general warranty terms and conditions, and Limitation of Liability.\*\*



### GridBee GF (Grid Flotation) Mixers and Circulators

GridBee GF mixers and circulators are warranted to be free of defective parts, materials, and workmanship for a period of two years from the date of installation. In addition, the GridBee brushless motor is warranted for a period of ten years from the date of installation. See below for general warranty terms and conditions, and Limitation of Liability.\*\*



### GridBee GS (Grid Submersible) Mixers

GridBee GS mixers and control boxes are warranted to be free of defective parts, materials, and workmanship for a period of five years from the date of purchase. See below for general warranty terms and conditions, and Limitation of Liability.\*\*



### GridBee THM Removal Systems

GridBee Floating Spray Nozzle THM Removal Systems are warranted to be free of defective parts, materials, and workmanship for a period of two years from the date of purchase. The optional blower systems and control panels are covered by a manufacturer's warranty of one year from date of purchase. See below for general warranty terms and conditions, and Limitation of Liability.\*\*





---

### **General Warranty Terms and Conditions** (applies to all products)

This warranty is valid only for equipment used in accordance with the owner's manual and any initial and ongoing factory recommendations. This warranty is limited to the repair or replacement of defective components, at Medora Corporation's discretion. The warranty also includes labor in addition to parts if the factory's service crews performed the original on-site installation. Where labor is part of the warranty, in lieu of sending a factory service crew to the site for minor repairs, Medora Corporation may choose to send the replacement parts to the owner postage-paid and, in some cases, may pay the owner a reasonable labor allowance to install the parts. There is no liability of any consequential damages of any type, or for items that wear out from normal use.

---

### **\*\* Limitation of Liability** (applies to all products)

- Many of the employees at Medora Corporation have extensive scientific and practical knowledge relating to solving water quality problems. From time to time, they may offer solicited or unsolicited advice, ideas, judgment or opinions on how to deal with certain situations, none of which offers a guarantee of future events. Due to the many factors, complexity and uncertainty involved in solving water problems, all purchasers agree to release Medora Corporation and its affiliates, employees and agents from and against any and all claims, liabilities, costs and expenses which such purchaser may incur or become subject to related to or arising out of any services or products furnished by Medora Corporation to said purchaser, except to the extent that any claim, liability or expense results from the gross negligence or intentional misconduct of the seller as determined in a final judgment by a court of competent jurisdiction.
- In no event will Medora Corporation or its affiliates be liable for any damages caused by failure of buyer to perform buyer's responsibilities or for following or not following any Medora Corporation advice.
- In no event will Medora Corporation or its affiliates be liable for any lost profits or use or other punitive, special, exemplary, consequential, incidental or indirect damages, however caused, on any theory of liability, whether or not Medora Corporation has been advised of such damages, or reasonably could have foreseen the possibility of such damages, or for any claim against buyer by another party.
- Except as stated above, Medora Corporation and its affiliates expressly disclaim any and all express or implied conditions, representations, and warranties on products furnished hereunder, including without limitation all implied warranties of merchantability or fitness for a particular purpose.
- Please consult your state law regarding this warranty as certain states may have legal provisions affecting the scope of this warranty.

---

*Locally Represented By:*

**Medora Corporation**

3225 Hwy 22 • Dickinson, ND 58601  
Ph +1 866 437 8076 • [www.medoraco.com](http://www.medoraco.com)  
Warranty\_20150520 • © 2015 Medora Corporation



Medora Corporation

Main Office and Service Center
Medora Corporation • 3225 Hwy 22 • Dickinson, ND • 58601
+1 (701) 225-4495 • Fax (701) 225-0002 • www.medoraco.com

April 19, 2016

City of Richardson
Public Services Department
Todd Gastorf, Purchasing Manager
411 W. Arapaho Rd
Richardson, TX 75081

Dear Todd,

This letter is to certify that the SolarBee Models SB500PWc v18, SB1250PWc v18 and SB5000PW v18 high-flow, potable water mixing equipment, which the City of Richardson is considering purchasing, is available only through Medora Corporation of Dickinson, North Dakota.

Medora Corporation the exclusive manufacturer of this equipment, which encompasses 13 or more patents with 50+ patent claims, plus some additional patents pending and the sole licensee of this technology. A list of granted patents are available at:
http://www.medoraco.com/about.

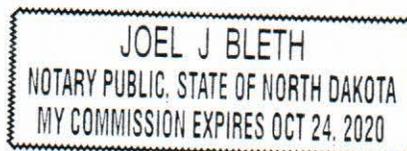
- In addition, the machines come with a warranty far longer than any other in the industry:
a. 2-yr machine warranty, that covers parts and labor w/optional extended warranty
b. v18 machines: 10-yr motor warranty (proprietary brushless motor exclusive to Medora Corporation)
c. 25-yr solar panel performance warranty
d. Factory Installation crews trained for: at heights, over water and confined Spaces.

The purchase price presented for this equipment is the same price charged to all U.S. agencies and other organizations, after allowing for small differences in delivery and installation charges based on quantity and mileage differences between projects.

Sincerely,

Handwritten signature of Willard Tormaschy

Willard Tormaschy
Corporate Secretary



(Notary Seal)

The above individual signed this letter in my presence on April 19, 2016.
Attested to by Joel J Bleth, Notary Public, Stark County, State of North Dakota.



# MEMO

**DATE:** April 20, 2016  
**TO:** Keith Dagen – Director of Finance  
**FROM:** Todd Gastorf – Purchasing Manager *TG*  
**SUBJECT:** Change Order to decrease the original awarded amount of Bid #09-16 to GHB Equipment Co. LLC for the Rebid of Arapaho Road Culverts Railing Replacements in the amount of \$34,780

**Proposed Date of Approval: April 25, 2016**

I concur with the recommendation of Steve Spanos – Director of Engineering, and request permission to decrease the above referenced bid award in the amount of \$34,780, as outlined in the attached memo.

Texas Local Government Code Chapter 271.060 allows for change orders to contracts if plans or specifications are necessary after or during the performance of the contract to decrease or increase the quantity of work to be performed or of materials, equipment or supplies to be furnished. The contract may not be increased by more than 25% of the original contract amount.

GHB Equipment Co. LLC has also approved the requested deduction in work.

Concur:

Approved:

*Keith Dagen*  
\_\_\_\_\_  
Keith Dagen

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

ATTACHMENTS



# MEMO

TO: Dan Johnson, City Manager  
THROUGH: Cliff Miller, Assistant City Manager *cm*  
FROM: Steve Spanos, P.E., Director of Engineering *SS*  
SUBJECT: Change Order to Decrease award amount of Bid No. 09-16 for the Rebid of Arapaho Road Culverts Railing Replacements to GHB Equipment Co. LLC  
DATE: April 15, 2016

## ACTION REQUESTED:

City Council authorizing the City Manager to execute a Change Order to decrease the contract amount to GHB Equipment Co. LLC, for the Rebid of Arapaho Road Culverts Railing Replacements.

## BACKGROUND INFORMATION:

City Council authorizing the City Manager to execute a Change Order to decrease the contract to GHB Equipment Co. LLC for the Rebid of Arapaho Road Culverts Railing Replacements.

Award	\$496,556.00
<u>Change Order #1</u>	<u>(\$34,780.00)</u>
<b>Total Authorized Contract Amount</b>	<b>\$461,776.00</b>

This deductive change order reduces the riprap quantities, and modifies the mobilization, traffic control, and Stormwater Pollution Prevention Plan project cost. The contractor GHB Equipment Co. LLC, has agreed to the change order.

cc: Henry Drexel, P.E., Senior Project Engineer *HD*

