

**RICHARDSON CITY COUNCIL**  
**MARCH 26, 2012**  
**7:30 P.M.**  
**CIVIC CENTER/CITY HALL, 411 W. ARAPAHO, RICHARDSON, TX**

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- 1. INVOCATION – MARK SOLOMON**
  - 2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – MARK SOLOMON**
  - 3. MINUTES OF THE MARCH 12, 2012 WORK SESSION AND REGULAR MEETING**
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4. VISITORS. (THE CITY COUNCIL INVITES CITIZENS TO ADDRESS THE COUNCIL ON ANY TOPIC NOT ALREADY SCHEDULED FOR PUBLIC HEARING. PRIOR TO THE MEETING, PLEASE COMPLETE A “CITY COUNCIL APPEARANCE CARD” AND PRESENT IT TO THE CITY SECRETARY. THE TIME LIMIT IS FIVE MINUTES PER SPEAKER.)
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**ACTION ITEMS:**

5. CONSIDER ORDINANCE NO. 3859, AUTHORIZING THE ISSUANCE OF “CITY OF RICHARDSON, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012 AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

ACTION TAKEN:

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6. CONSIDER ORDINANCE NO. 3860, AUTHORIZING THE ISSUANCE OF “CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2012A (TAXABLE) AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

ACTION TAKEN:

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7. CONSIDER ORDINANCE NO. 3861, AUTHORIZING THE ISSUANCE OF “CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2012B (TAX EXEMPT) AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

ACTION TAKEN:

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**PUBLIC HEARING ITEMS:**

8. PUBLIC HEARING, ZONING FILE 12-01: A REQUEST BY JAMES POEN, REPRESENTING RICHARDSON SAW AND LAWNMOWER FOR APPROVAL OF MAJOR MODIFICATIONS OF THE WEST SPRING VALLEY PD PLANNED DEVELOPMENT STANDARDS RELATED TO IMPROVEMENTS TO AN EXISTING NON-CONFORMING 7,933-SQUARE FOOT BUILDING AND RELATED SITE IMPROVEMENTS FOR PROPERTY LOCATED AT 804 S CENTRAL EXPRESSWAY. THE PROPERTY IS CURRENTLY ZONED PD PLANNED DEVELOPMENT (WEST SPRING VALLEY PD).

ACTION TAKEN:

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ALL ITEMS LISTED UNDER ITEM 9 OF THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSIONS OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND WILL BE CONSIDERED SEPARATELY:

9. CONSENT AGENDA:

- A. CONSIDER ORDINANCE NO. 3858, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP TO GRANT A CHANGE IN ZONING FOR A 4.71-ACRE TRACT FROM C-M COMMERCIAL WITH SPECIAL CONDITIONS TO I-M(1) INDUSTRIAL WITH SPECIAL CONDITIONS, FOR A 3.49-ACRE TRACT BEING A PORTION OF THE 4.71 ACRE TRACT, AND A CHANGE FROM C-M COMMERCIAL WITH SPECIAL CONDITIONS TO C-M COMMERCIAL FOR A 1.22-ACRE TRACT, BEING A PORTION OF THE 4.71 ACRE TRACT, AND TO GRANT A SPECIAL PERMIT FOR A SELF-SERVICE WAREHOUSE WITH SPECIAL CONDITIONS ON SAID 3.49-ACRE TRACT OF LAND.
- B. CONSIDER ADVERTISEMENT OF BID #37-12 – DEMOLITION OF THE FORMER 36-UNIT APARTMENT COMPLEX KNOWN AS THE WILLOWS. BIDS TO BE RECEIVED BY TUESDAY, APRIL 17, 2012 AT 3:00 P.M.
- C. CONSIDER AWARD OF THE FOLLOWING BIDS:
  1. BID #23-12 – WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO BIG CITY CRUSHED CONCRETE FOR AGGREGATE FLEX BASE MATERIAL PURSUANT TO UNIT PRICES.
  2. BID #31-12 – WE RECOMMEND THE AWARD TO JIM BOWMAN CONSTRUCTION COMPANY FOR THE 2010 ALLEY PAVING PHASE 1 & SEWER IMPROVEMENTS PROJECT AT PINECREST, WATEKA, MEADOWVIEW AND ODESSA IN THE AMOUNT OF \$410,708.83.
  3. BID #40-12 – WE REQUEST AUTHORIZATION TO ISSUE A COOPERATIVE PURCHASE ORDER TO SYNETRA, INC., FOR ADDITIONAL EMC DISK STORAGE THROUGH THE DEPARTMENT OF INFORMATION RESOURCES CONTRACT #DIR-SDD-1418 IN THE AMOUNT OF \$65,312.50.

THE RICHARDSON CITY COUNCIL WILL MEET AT 5:30 P.M. ON MONDAY, MARCH 26, 2012, IN THE RICHARDSON ROOM OF THE CIVIC CENTER/CITY HALL, 411 W. ARAPAHO, RICHARDSON, TEXAS. 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. THIS BUILDING IS WHEELCHAIR ACCESSIBLE. ANY REQUESTS FOR SIGN INTERPRETIVE SERVICES MUST BE MADE 48 HOURS AHEAD OF THE MEETING. TO MAKE ARRANGEMENTS, CALL 972-744-4000 VIA TDD OR CALL 1-800-735-2989 TO REACH 972-744-4000.

WORK SESSION – 6:00 P.M.:

- Call to Order
- A. Review and Discuss Items Listed on the City Council Meeting Agenda
- B. Review and Discuss the Series 2012 Bond Sale Review
- C. Review and Discuss City Hall/Civic Center Facility and Operation Improvements

D. Review and Discuss the Best Practices for Dog Parks and Skate Parks

E. Report on Items of Community Interest

EXECUTIVE SESSION

- In compliance with Section 551.087 of the Texas Government Code, Council will convene into a closed session to discuss the following:
  - Deliberation Regarding Economic Development Negotiations
    - Commercial Development – Lookout Dr./Glenville Dr. Area
- Council will reconvene into open session, and take action, if any, on matters discussed in executive session.

I CERTIFY THE ABOVE AGENDA WAS POSTED ON THE BULLETIN BOARD AT THE CIVIC CENTER/CITY HALL ON FRIDAY, MARCH 23, 2012, BY 5:00 P.M.

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CITY SECRETARY

**MINUTES OF A WORK SESSION OF THE CITY COUNCIL**  
**March 12, 2012**  
**City of Richardson, Texas**

A Work Session of the City Council was convened at 6:00 p.m., Monday, March 12, 2012 with a quorum of said Council present, to-wit:

Bob Townsend	Mayor
Laura Maczka	Mayor Pro Tem
Mark Solomon	Council member
Scott Dunn	Council member
Kendal Hartley	Council member
Steve Mitchell	Council member
Amir Omar	Council member

City staff present:

Bill Keffler	City Manager
Dan Johnson	Deputy City Manager
Michelle Thames (absent)	Assistant City Manager Administrative Services
David Morgan (absent)	Assistant City Manager Community Services
Cliff Miller	Assistant City Manager Development Services
Samantha Woodmancy	Management Analyst
Pamela Schmidt	City Secretary
Don Magner	Director of Community Services
Michael Spicer	Director of Development Services
Michael Massey	Director of Parks & Recreation
Briana Estrello	Parks & Recreation Intern

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- **Call to Order** – Mayor Townsend called the meeting to order at 6:01 p.m.

**A. Review and Discuss Items Listed on the City Council Meeting Agenda**

Mr. Keffler advised that the applicant for ZF 12-02 was previously before the Council regarding the same property with a similar request in December 2011 and asked Michael Spicer, Director of Development Services, to brief the Council.

Mr. Spicer explained that the Council denied the earlier request without prejudice. He stated the principal difference between the two applications is that the applicant eliminated the outdoor vehicle storage component. He reviewed ZF 12-02 stating that the subject property is about 4.7 acres in area and stating that the industrial zoning was being requested for a portion of the total property consisting of approximately 3.5 acres. The balance of the site would remain commercial zoning. The request limits to the Industrial zoning uses allowed to indoor self storage and commercial zoning uses. He talked about the possibility of an expansion on the site with additional landscaping. Required parking with the expansion is 28 spaces and there are over 100 spaces currently available. Mr. Spicer also advised that the permit was limited to 20 years. He advised that the Plan Commission recommended approval with a vote of 5-2; he stated there was one letter in opposition to the request and one speaker in favor of the request. In response to Mr. Mitchell, he explained the types of uses that could occur with Industrial zoning rights and underscored that the zoning requested was limited to indoor self storage. Mr. Omar asked about the process for renewal and Mr. Spicer explained that at the conclusion of the 20 year period, the applicant would be required to submit an application for a 5-year renewal

of the special permit, which would be heard by the Plan Commission and the City Council when requested. Discussion was held with regard to review of special permits. In response to Mr. Dunn, Mr. Spicer stated the applicant understands that the Council could deny any renewal and the City would not be liable financially. He also responded to Mr. Mitchell explaining that the Council can call up a special permit or any zoning at any time with good reason and further stated that economic development could be considered a health, safety or welfare under certain circumstances.

Mr. Keffler asked Don Magner to review Ordinance 3857 amending various code enforcement items. Mr. Magner highlighted the sections being changed and explained the purpose of the changes. Discussion was held pertaining to the timeframe for registering a garage sale and no change was made.

Mr. Magner reviewed SCB Case #12-04, request by CF Office Venture Ltd 2 for a 95 ft variance to the required 250 ft distance requirement between a monument sign and an additional multiple-use monument sign at the property located at 2600 N Central Expressway. He explained that the proposed placement of the signs is necessary to allow adequate visibility of signs to identify subject property. He provided photos of the proposed signs and sign placement. He reported that the Sign Control Board unanimously approved the request at the March 7, 2012 meeting. In response to Mr. Solomon, Mr. Magner stated neither included lights. Mayor Townsend asked about the time frame for recommendations to amend the Sign Ordinance and Mr. Magner replied that recommendations should be before Council shortly after May.

### **B. Review and Discuss the Willows Apartment Complex and Dangerous Building Considerations**

Mr. Keffler advised Council that an item is on the Regular Meeting agenda for to allow action to be taken if the Council feels it is warranted determining that the Willows Apartment Complex is a dangerous building. He asked Mr. Magner to brief the Council.

Mr. Magner stated the complex is located at the corner of Bowser and Frances Way constructed in 1964 and is a two-story complex consisting of 35 units. He provided photos of the complex illustrating the elevations. He stated that the building has been completely secured but it has been the subject of graffiti and break-ins. He provided the following history of action on the property.

- July 2009 – Failed Annual Apartment Inspection
- April 2010 – Building and Standards Commission Hearing
- July 2010 – Revoked Certificate of Occupancy
- August 2010 – Relocated remaining residents
- September 2010 – Filed Civil Lawsuit in Dallas County District Court
- April 2011 – Filed Motion for Default Judgment
- May 2011 – Default Judgment Awarded
- January 2012 – City takes ownership of property

Mr. Magner noted that the owner abandoned the property sometime around mid-June 2011 and was completely unresponsive, leaving it to the City to address the needs of the remaining tenants. He talked about the significant notification requirements that the Court had to undertake in the circumstances including requiring the Attorney General of California to serve papers on the owner. He provided a list of violations according to the sections of City Codes

and advised that significant levels of asbestos contamination was discovered, which would require additional precautions during demolition. He stated that due to the significant structural, utility, property standards, health and environmental violations at the property, Staff recommends that the Council declare that 116 S. Bowser Road, including all buildings and structures, is a dangerous structure as defined to Section 271.0461 of the Texas Local Government. Mr. Keffler underscored the seriousness of the condition of the complex and noted that action by the Council during the Regular Meeting is a legislative/judicial element that is required in order to move forward with removal of the building.

Mr. Solomon asked about the timeframe for demolition and Mr. Magner replied that authorization to bid the demolition project would be before the Council in late March, followed by award in mid May and demolition around the first of June 2012.

### **C. Review and Discuss Proposed Trail Rules and Guidelines**

Mr. Keffler introduced Briana Estrello, intern who previously worked in the City Manager's office and is now interning in the Parks & Recreation Department. He advised that she would be graduating in May from UT Dallas from the Masters Program in school of Economic, Political, and Policy Sciences and noted her work on the proposed trail rules and guidelines. He asked Michael Massey, Director of Parks & Recreation, to brief the Council.

Mr. Massey began the presentation noting the heavy involvement of Ms. Estrello with the proposal and specifically noted her presentation of the item to the Parks Commission on January 10, 2012. He explained the need for rules and guidelines for the trails is to maximize the trail experience while keeping mind respect for park property and the safety of trail users. He stated they are based on a combination of City ordinances and park rules. He provided comparative information from eight neighboring cities and illustrated various trail sign examples. The proposal included rules regarding pets, safe speed, curfew hours, trash receptacles, bicyclists yielding row and prohibiting vehicles, alcohol, firearms and equestrian riding. The guidelines consist of trail courtesy and safety tips such as looking ahead and behind before turning around on a trail and listening for others, and he stated the information would be web based. He defined and explained the difference between multi-use trails, soft surface trails, single track trails, walking trails, and bikeways. He stated there are currently 31.9 miles of multi use trails and 5.1 soft surface trails in Richardson and 18.6 miles of multi use trails planned for the future. He advised that some adjustments of ordinances would be required at a future meeting.

Mr. Dunn asked about the expansion of bike lanes and Mr. Massey stated that the Staff of the Parks Department and Traffic Division works closely on bike lanes. Mr. Omar asked about the inclusion of alcohol use, curfew, and firearm use. Mr. Massey responded that the items are listed as unlawful acts in the Parks Ordinance and the intent is to have the trail rules be the same as current Parks rules. He noted that the City's trails are not all on park property and the license agreements, Park rules would transfer to trails. Mr. Omar voiced concern about a curfew on use of the trail because DART riders may need to use the trails after 10:30 p.m. Mr. Massey explained that the curfew is also a tool for the police people who may be congregating or loitering in the parks. Mr. Omar suggested a rule that prohibits congregating or loitering rather than use of the trail. Ms. Maczka agreed with the re-enforcement of existing rules and laws, particularly regarding alcohol. Mr. Mitchell asked for clarification regarding curfew hours and Mr. Solomon asked about DART riders. Mr. Keffler replied that he would let the Council know when the next renewal would be and felt that the train stopped running around 1:00 a.m. on weekends. Mayor Townsend agreed that more review was needed on the topic of curfew hours, particularly with regard to the different types of trails. Ms. Estrello stated that many of the

trails are not lighted so safety was another reason for the curfew hours. Mr. Solomon stated the general concept was very good due to the safety concept and talked about the importance of implementing rules because many of the trails are not within public parks. Mr. Omar suggested the rules prohibit loitering or congregating rather than set curfew hours. Mr. Mitchell agreed with Ms. Maczka and Mayor Townsend with regard to identifying the trails that address transportation more so than recreation and suggested reviewing cost for lighting the trails. Mr. Keffler stated staff would return with revised language.

Mayor Townsend recessed the Work Session at 7:26 p.m. and reconvened the Work Session at 8:59 p.m.

#### **D. Review and Discuss the 2011 – 2013 City Council Near Term Action Items**

Mr. Keffler stated the item was on the agenda in response to the Council's desire for a quarterly review of the Near Term Action Items. He stated that Staff was available to answer questions and receive the Council's feedback. Discussion was held on various items and whether or not the items should be listed as "complete" at the end of the discussion on the item. Council gave direction for a future work session discussion item to review the following items:

- Meeting process
- International and young professional items
- Golf professional contract
- Review and redefine outstanding near term action items

#### **E. Report on Items of Community Interest**

On the prompting of Mr. Omar, Ms. Maczka announced that her 14 year old son, Blake, competed at the State swim meet in The Woodlands setting a new State record in the 1,000 free swim ranking him as the fastest in that race in the US, and he proceeded to earn two more gold medals. She also reported that she and Mayor Townsend had the opportunity to participate in the bond rating meetings last week and stressed that the briefing book tells every aspect of the City of Richardson underscoring the value of the continuity of the management of Richardson. Mayor Townsend agreed and stated it was very obvious that the rating agencies really like Richardson. Mr. Mitchell noted that the rating agencies also do their own research prior to holding the rating meetings. Ms. Maczka noted that they look at more than just the financial condition of the city.

#### **EXECUTIVE SESSION**

- In compliance with Section 551.074 of the Texas Government Code, Council convened into a closed session at 9:55 p.m. to discuss the following:
  - Personnel
    - City Manager
- Council reconvened into open session at 10:22 p.m. to take action, if any, on matters discussed in executive session.

**ACTION TAKEN:** Mr. Mitchell moved to approve the presented employment compensation agreement between the City of Richardson and Dan Johnson as City Manager beginning June 1, 2012 and authorize the mayor to execute the agreement and any periodic

amendments thereto on behalf of the City; second by Mr. Dunn and the motion was approved with a unanimous vote.

Mayor Townsend adjourned the meeting at 10:23 p.m.

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MAYOR

ATTEST:

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CITY SECRETARY

**MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL**  
**March 12, 2012**  
**City of Richardson, Texas**

A Regular Meeting of the City Council was held at 7:30 p.m., Monday, March 12, 2012 with a quorum of said Council present, to-wit:

Bob Townsend	Mayor
Laura Maczka	Mayor Pro Tem
Mark Solomon	Council member
Scott Dunn	Council member
Kendal Hartley	Council member
Steve Mitchell	Council member
Amir Omar	Council member

City staff present:

Bill Keffler	City Manager
Dan Johnson	Deputy City Manager
Michelle Thames (absent)	Assistant City Manager Administrative Services
David Morgan (absent)	Assistant City Manager Community Services
Cliff Miller	Assistant City Manager Development Services
Samantha Woodmancy	Management Analyst
Pamela Schmidt	City Secretary
Don Magner	Director of Community Services
Michael Spicer	Director of Development Services

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**1. INVOCATION – AMIR OMAR**

**2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – AMIR OMAR**

Mayor Townsend changed the Order of the Agenda to hear the Visitors Item prior to considering the Minutes.

**4. VISITORS.** *(The City Council invites citizens to address the Council on any topic not already scheduled for Public Hearing. Prior to the meeting, please complete a "City Council Appearance Card" and present it to the City Secretary. The time limit is five minutes per speaker.)*

Congressman Sam Johnson addressed the Council recognizing Bill Keffler for his 35 years of service to the City of Richardson. He read the words recorded in the Congressional Record and presented a portfolio with the reading and a US Flag flown over the US Capitol.

Mayor Townsend recessed the meeting at 7:35 p.m. and reconvened the meeting at 7:50 p.m.

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**3. MINUTES OF THE FEBRUARY 27, 2012 MEETING**

ACTION TAKEN: Mr. Omar moved approval of the minutes as presented; second by Mr. Hartley and the motion was approved with a unanimous vote.

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**PUBLIC HEARING ITEMS:**

**5. PUBLIC HEARING, ZONING FILE 12-02: A REQUEST BY HOWARD L. LAWSON, REPRESENTING THE LAWSON CO., FOR A CHANGE IN ZONING FROM C-M COMMERCIAL WITH SPECIAL CONDITIONS TO C-M COMMERCIAL WITH SPECIAL CONDITIONS AND I-M(1) INDUSTRIAL WITH A SPECIAL PERMIT FOR AN INDOOR SELF-SERVICE WAREHOUSE WITH SPECIAL CONDITIONS FOR A PORTION OF 528 W. ARAPAHO ROAD (NORTH SIDE OF ARAPAHO ROAD, WEST OF CUSTER ROAD).**

Mr. Keffler advised that the applicant was before the Council in December 2011 with a similar request that was denied without prejudice. He stated the current request has been modified since the first request. He reported that the Plan Commission heard the request at its February 21, 2012 meeting and voted 5-2 to recommend approval with conditions. He asked Michael Spicer, Director of Development Services, to brief the Council.

Mr. Spicer stated the request pertained to a 4.7 acre tract and he used an aerial map to describe the adjoining uses. He explained that industrial zoning is requested for the 3.5 acre portion of the site to provide for indoor self storage. The request limits the industrial zoning to indoor self storage and commercial zoning district uses. He stated that because the existing building is located less than 60 feet from an adjoining residential zoning district, it is a non-conforming structure, which means it cannot be expanded. The request acknowledges the condition and asks for a variance to provide for the future expansion of the building. The building currently accommodates 423 units. No exterior improvements are proposed and there is a surplus of parking spaces. The site includes 8% landscaping, which exceeds the 7% required. The request is for a 20-year permit with two consecutive 5-year renewal options. He described a possible expansion, which would include a slight expansion of the landscaping. He reported that sufficient parking spaces were available on the site. No outdoor storage would be allowed and he explained that because the property does not have street frontage, it cannot be platted as a single lot. He provided photos of the subject property and surrounding area. He advised that the City Plan Commission recommended approval with a 5-2 vote with conditions. He stated staff received written opposition from a property owner within 200 ft of the request and heard one speaker in favor of the request at the Plan Commission hearing.

Mr. Mitchell asked about the use that would be allowed once the special permit expired. Mr. Spicer stated the ordinance would be structured such that the conditions placed on the permit would preclude the use of the property for anything other than the indoor self storage or any other use that would be allowed in the commercial zoning district. He further explained that the use would remain valid regardless of the owner unless the Council chooses to attach it to the business. Mr. Keffler clarified that the applicant has requested I-M zoning because that is the only zoning district that allows for self-storage. In response to Ms. Maczka, Mr. Spicer advised that if the business transfers to another business, the business would still be required to meet the ordinance as written. He also explained that expansion would require review by the City Plan Commission for development approval.

Mayor Townsend opened the public hearing and invited the applicant to present the request.

Bill Dahlstrom, 901 Main Street, Dallas, stated that the applicant understood the concerns voiced by Council in December and is why the current application includes a 20-year time factor and eliminated outside storage. He also felt the restriction to the C-M uses was also important as noted by Staff. He stated the applicant understands that if redevelopment has not occurred prior to the 20 year time frame, the applicant would be required to apply for a renewal of the permit. He noted the request also asks for a variance to allow for an expansion in the future.

He felt the use is a benign use that does not require a lot of traffic and is a good use for the property. He requested approval of the application.

Mayor Townsend opened the floor for questions to the applicant. Mr. Mitchell asked if there would be any changes to the façade of the building and asked about signage. Mr. Dahlstrom stated there would be no changes and there would be minimal signage.

Mayor Townsend opened the floor for speakers.

Richards Ramey, 707 E. Arapaho, representing Legacy Texas Bank, stated the bank is providing a 25 year structure on the financing and understands that the SUP could be revoked in 20 years. He stated there are six owners of the property and three have purchased property within the last year and are very aware of the redevelopment hopes for the property. He stated that other uses have been brought to the bank for consideration and he felt this is the best use that has been presented.

David Baty, 201 Mistletoe, on behalf of Northrich Baptist Church, stated the church was in favor of the application even with the outdoor storage and felt it would be a good use of property since it has been vacant 3 years. He felt it would be beneficial to have the property utilized.

Leslie W. Blum, 440 Marilu Street, Richardson, stated that she lives a few streets north of Arapaho and Custer. She felt self-storage was not appropriate next to residential zoning. She stated that Northrich homeowners expect the Council to protect the neighborhood and felt other industrial areas would be more appropriate. She asked the Council to consider people oriented, long term use and felt self-storage does not consider the long term ramifications for redevelopment of the area. She voiced concern about increased traffic and crime, and asked the Council to deny the request. In response to Mr. Mitchell about the building remaining vacant, Ms. Blum stated she would rather have a vacant building with a potential for a better long term option.

Mr. Dahlstrom stated the use is characterized in the staff report as a benign use. From a visual or aesthetic perspective, there would be no change to the site. He stated the facility would generate far less traffic than a 65,000 sq. ft. commercial or retail use. He did not think that crime would be an issue noting there would be 16 security cameras on the building monitoring the site.

Mr. Solomon moved to close the public hearing; second by Ms. Maczka and the motion was approved with a unanimous vote.

Mayor Townsend opened the floor for discussion by the Council. Mr. Omar stated that one of the things that allows for redevelopment is viable businesses. He stated that one of the things that must be considered is the amount of vacant retail space. He stated his biggest concern was weather or not there would be opportunity to do something in the future with the property and felt the 20-year restriction on the permit allows the Council the opportunity to do something different when it is appropriate. He suggested adding continual 5-year terms because future Councils many not know the history of the zoning.

Mr. Mitchell felt self-storage would not be part of the vision for the area. He was concerned that the business was a short term fix for a long term issue. He hoped it would not take 20 years to redevelop the area. He voiced concern about the message sent to the development community about Richardson if approved and voiced concern that self-storage would go into other vacant

properties. He felt it is not an acceptable use for the site and felt it was too close to a residential neighborhood as well as retail, and he would not support the request.

Ms. Maczka agreed with the points made on both sides of the request. She stated, in general, she does not support the use adjacent to a neighborhood. She stated that she is concerned that something less desirable would open and did garner some comfort with the time restriction. She felt that the study would not be completed in the near future. She stated she would feel more comfortable with a condition that this be tied to the applicant rather than the property.

Mr. Dunn also agreed with opinions voiced and underscored that redevelopment would occur many, many years after the study is completed. He felt that the storage facility would provide for some activity and liked that it would include security cameras. He would prefer that approval be tied to the applicant.

Mr. Solomon asked the applicant if there was a concern with the additional stipulation. Howard Lawson, 7411 Hines Place, Dallas, asked for clarification and Ms. Maczka stated a new owner would have to come back to Council for a new special permit. Mr. Dahlstrom felt there are safeguards within the application and spoke opposed to the added condition. He felt in this particular case, the stipulation could cause problems with refinancing or bringing in different partners. He also stated that they look forward to participating in the future study.

Mr. Dunn stated he did not understand that tying the zoning to the applicant meant it could not be sold and would prefer that it be tied to the current applicant until the business is established.

Mr. Mitchell stated he was opposed to a stipulation that ties the zoning to the applicant.

Ms. Maczka stated she did not disagree with Mr. Mitchell.

Mr. Omar noted that the next two study areas have been identified and it would be some time before the following study area is identified. He believed that the concern of the business changing hands is moot because of the time restriction on the property and felt the application was the best that could be requested.

Mayor Townsend stated there is a self storage business across the street from his home and it has been a good neighbor. He asked the applicant to add more landscaping to improve the property.

**ACTION TAKEN:** Mr. Omar moved approval of ZF 12-02 with the addition of 5 year terms to extend into perpetuity; second by Mr. Hartley. Discussion was held regarding the additional 5 year terms. Mr. Omar withdrew the motion and moved approval of ZF 12-02 as presented; second by Mr. Hartley and the motion was approved with a 5-2 vote with Mr. Mitchell and Ms. Maczka voting in opposition.

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**ACTION ITEMS:**

**6. WILLOWS APARTMENT COMPLEX AND DANGEROUS BUILDING CONSIDERATIONS AND TAKE ACTION DECLARING THAT THE WILLOWS APARTMENTS COMPLEX IS A DANGEROUS STRUCTURE.**

Mr. Keffler that Staff began taking action on the item before the Council in July 2009 at which time the complex failed its inspection. He noted the item continued forward with Building &

Standards Commission action in April 2010. Action by Council would make the determination that the complex is a dangerous structure.

Mr. Magner referred to the briefing provided to Council during the earlier Work Session detailing the structural, property standards, utility, health, nuisance and environmental violations currently outstanding at 116 S. Bowser Road or the apartment complex formerly known as The Willows. He submitted a copy of the briefing, which includes the enforcement history, the inventory of violations and photos of violations.

**ACTION TAKEN:** Mr. Solomon moved that the City Council find that the property located at 116 S. Bowser Road, including all buildings and structures is a dangerous structure as defined by Section 271.0461 of the Texas Local Gov't Code; second by Mr. Mitchell and the motion was approved with a unanimous vote.

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ALL ITEMS LISTED UNDER ITEM 7 OF THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSIONS OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND WILL BE CONSIDERED SEPARATELY:

**7. CONSENT AGENDA:**

**ACTION TAKEN:** Mr. Solomon moved approval of the Consent Agenda as printed; second by Mr. Hartley and the motion was approved with a unanimous vote.

A. Approve the following Ordinances:

1. Ordinance No. 3856, amending the Comprehensive Zoning Ordinance and Zoning Map of the City of Richardson, as heretofore amended, so as to grant a change in zoning from I-M(1) Industrial and I-FP(2) Industrial to PD Planned Development for I-M(1) Industrial and I-FP(2) Industrial with special conditions.
2. Ordinance No. 3857, amending the Code of Ordinances by amending Chapter 6, by amending Section 6-345(a) regarding the appeal of a decision of the Building and Standards Commission; by amending Section 6-367 to add Subsection (53) regarding structural standards for food preparation areas; by amending Chapter 13, by amending Section; 13-157 regarding garage/occasional sales, by amending the definition of Open Storage in Section 13-161, by amending Section 13-162(a) regarding Open Storage requirements; by amending Chapter 14, by amending Section 14-2 Enumeration of Nuisances to add Subsection (13) regarding the parking of certain vehicles, and by amending the definition of Junked Vehicle in Section 14-61.

B. Approve Resolution No. 12-03, establishing an administrative fee for the expenses related to the City causing the work to be done to keep property free from weeds, rubbish, brush and any other objectionable, unsightly or unsanitary matter of whatever nature as authorized by the Code of Ordinances.

C. Approve Advertisement of Bid #35-12 – HVAC Improvements at the Richardson Communications Building. Bids to be received by Thursday, March 29, 2012 at 2:00 P.M.

D. Award of the following bids:

1. Bid #25-12 – award to Camino Construction, LP, for the Street Rehabilitation Phase III project (Melrose/Meadow View Court) in the amount of \$1,618,477.
2. Bid #27-12 – award to Ark Contracting for the Hunt Branch Sanitary Sewer & 200 West Shore Drive erosion control in the amount of \$231,885.
3. Bid #34-12 – authorization to issue Co-op Purchase Orders to Sam Pack’s Five Star Ford for the Co-op Purchase of various trucks for Parks & Recreation (\$134,480.04), Animal Services (\$18,515.74), Water & Sewer Operations (\$20,577.71), and Emergency Management (\$26,036.82) through the State of Texas Procurement and Support Services Contracts #071-A1 and #072-A1.
4. Bid #36-12 – authorization to issue a Cooperative Annual Requirements contract to APAC Texas, Inc. for Hot Mix Asphaltic Concrete through the City of Garland Bid 2733-12 pursuant to unit price of \$60/ton.

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**8. RECEIVE THE SIGN CONTROL BOARD MINUTES OF THE MARCH 7, 2012, MEETING.**

ACTION TAKEN: Mr. Solomon moved acceptance of the Sign Board minutes as presented; second by Mr. Dunn and the motion was approved with a unanimous vote.

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Mayor Townsend advised that Council would reconvene in Work Session in the Richardson Room and it would be followed by an Executive Session as posted. He adjourned the meeting at 8:50 p.m.

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MAYOR

ATTEST:

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CITY SECRETARY



City of Richardson  
City Council Meeting  
Agenda Item Summary



**Meeting Date:**

Monday, March 26, 2012

**Agenda Item:**

Visitors *(The City Council invites citizens to address the Council on any topic not already scheduled for public hearing.)*

**Staff Resource:**

Pamela Schmidt, City Secretary

**Summary:**

Members of the public are welcome to address the City Council on any topic not already scheduled for public hearing. Speaker Appearance Cards should be submitted to the City Secretary prior to the meeting. Speakers are limited to 5 minutes and should avoid personal attacks, accusations, and characterizations.

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 resolution.

**Board/Commission Action:**

N/A

**Action Proposed:**

Receive comments by visitors.

ORDINANCE NO. 3859

AN ORDINANCE authorizing the issuance of “CITY OF RICHARDSON, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012”; specifying the terms and features of said bonds; levying a continuing direct annual ad valorem tax for the payment of said bonds; providing for the redemption of certain outstanding obligations of the City; and resolving other matters incident and related to the issuance, sale, payment and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement, a Purchase Agreement and a Special Escrow Agreement and the approval and distribution of an Official Statement; and providing an effective date.

WHEREAS, the City Council of the City of Richardson, Texas (the “City”) has heretofore issued, sold, and delivered, and there is currently outstanding obligations totaling in original principal amount \$15,950,000 of the following issues or series (hereinafter collectively referred to as the “Refunded Obligations”), to wit:

(1) City of Richardson, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2002, dated September 1, 2002, scheduled to mature on February 15 in each of the years 2013 through 2022, inclusive, and aggregating in the principal amount of \$8,775,000 (the “Series 2002 Refunded Certificates”);

(2) City of Richardson, Texas, General Obligation Refunding and Improvement Bonds, Series 2002, dated September 1, 2002, scheduled to mature on February 15 in each of the years 2013 through 2022, inclusive, and aggregating in the principal amount of \$3,110,000 (the “Series 2002 Refunded Bonds”);

(3) City of Richardson, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2003, dated April 1, 2003, being a portion of such certificates scheduled to mature on February 15 in each of the years 2014 through 2023, inclusive, and aggregating in the principal amount of \$1,810,000 (the “Series 2003 Refunded Certificates”), and further described as follows:

<u>Year of Maturity</u>	<u>Principal Amount Outstanding</u>	<u>Principal Amount Being Refunded</u>
2014	\$ 285,000	\$ 150,000
2015	295,000	155,000
2016	305,000	160,000
2017	320,000	165,000
2018	335,000	175,000
2019	350,000	185,000
2020	365,000	190,000
2021	385,000	200,000
2022	400,000	210,000
2023	420,000	220,000

(4) City of Richardson, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2004, dated April 15, 2004, scheduled to mature on February 15 in each of the years 2015 through 2022 and 2024 and aggregating in the principal amount of \$8,775,000 (the “Series 2004 Refunded Certificates”); and

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

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

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. General obligation bonds of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$\_\_\_\_\_ to be designated and bear the title “CITY OF RICHARDSON, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012” (hereinafter referred to as the “Bonds”), for the purpose of providing funds for the discharge and final payment of certain outstanding obligations of the City (identified in the preamble hereof and referred to as the “Refunded Obligations”) and to pay costs of issuance, in accordance with the Constitution and laws of the State of Texas, including Chapter 1207.

SECTION 2: Fully Registered Obligations - Bond Date - Authorized Denominations- Stated Maturities - Interest Rates. The Bonds shall be issued as fully registered obligations only, shall be dated March 15, 2012 (the “Bond Date”), shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, and shall become due and payable on February 15 in each of the years and in the principal amounts (the “Stated Maturities”) and bear interest at the rate(s) per annum in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate(s)</u>
2013	\$_____	%
2014	_____	%
2015	_____	%
2016	_____	%
2017	_____	%
2018	_____	%
2019	_____	%
2020	_____	%
2021	_____	%
2022	_____	%

2023	_____	%
2024	_____	%

The Bonds shall bear interest on the unpaid principal amounts from the Bond Date at the rate(s) per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on February 15 and August 15 in each year, commencing February 15, 2013, until maturity or prior redemption.

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

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

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

Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

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

#### SECTION 4: Redemption.

(a) Optional Redemption. The Bonds having Stated Maturities on and after February 15, 2023, 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, 2022, or on any date thereafter, at the redemption price of par plus accrued interest to the date of redemption.

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

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

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

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying

Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Bond is subject by its terms to prior redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Bond (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys sufficient for the payment of such Bond (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

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

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each Holder of the Bonds issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Bond (other than the Initial Bond(s) referenced in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

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

All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class, postage prepaid to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to

pay, and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

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

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

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

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

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

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

SECTION 7: Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Bond Date shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

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

SECTION 8: Initial Bond(s). The Bonds herein authorized shall be initially issued either (i) as a single fully registered bond in the aggregate principal amount stated in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered bonds, being one bond for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond(s) shall be the Bond(s) submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond(s) delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Bonds, or any maturities thereof, are purchased with insurance and any reproduction of an

opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Bonds as evidenced by their execution. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

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

(b) Form of Definitive Bond.

REGISTERED  
NO. \_\_\_\_\_

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

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF RICHARDSON, TEXAS  
GENERAL OBLIGATION REFUNDING BOND  
SERIES 2012

Bond Date:                      Interest Rate:                      Stated Maturity                      CUSIP NO:  
March 15, 2012                      \_\_\_\_\_%                      February 15, 20\_\_\_\_                      \_\_\_\_\_

Registered Owner:

Principal Amount:

The City of Richardson (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Dallas and Collin, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner named above, or the registered assigns thereof (the "Registered Owner"), on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the Bond Date) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2013, until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or upon prior redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying

Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$\_\_\_\_\_ (herein referred to as the “Bonds”) for the purpose of providing funds for the discharge and final payment of certain outstanding obligations of the City, and to pay costs of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1207, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the “Ordinance”).

The Bonds having Stated Maturities on and after February 15, 2023, may be redeemed prior to maturity, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2022, or on any date thereafter, at the redemption price of par plus accrued interest to the date of redemption.

At least thirty (30) days prior to the date fixed for any redemption of Bonds, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Bond to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Bond (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

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

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

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity or redemption, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

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

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity, or upon its prior redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as 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 Bond Date.

CITY OF RICHARDSON, TEXAS

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Mayor

COUNTERSIGNED:

---

City Secretary

(SEAL)

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

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

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

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

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

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

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

The designated office of the Paying Agent/Registrar in Hoover, Alabama is the “Designated Payment/Transfer Office” for this Bond.

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

Registration date:

\_\_\_\_\_

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

(e) Form of Assignment.

ASSIGNMENT

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

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

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

DATED:

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

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

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

Heading and first paragraph shall read as follows:

REGISTERED  
NO. T-1

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

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF RICHARDSON, TEXAS  
GENERAL OBLIGATION REFUNDING BOND  
SERIES 2012

Bond Date: March 15, 2012

Registered Owner:

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

The City of Richardson (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Dallas and Collin, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner named above, or the registered assigns thereof (the "Registered Owner"), the Principal Amount hereinabove stated on February 15 in each of the years and in principal installments in accordance with the following schedule:

<u>STATED MATURITY</u>	<u>PRINCIPAL INSTALLMENTS</u>	<u>INTEREST RATE</u>
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(Information to be inserted from schedule in Section 2 hereof).

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid Principal Amount hereof from the Bond Date at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2013, until maturity or prior redemption. Principal installments of this Bond are payable on the Stated Maturity dates or on a redemption date to the registered owner hereof by Regions Bank, Dallas, Texas (the "Paying Agent/Registrar"), upon its presentation and surrender at its designated offices, initially in Hoover, Alabama, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

**SECTION 10: Levy of Taxes.** To provide for the payment of the "Debt Service Requirements" of the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their payment at maturity or redemption or a sinking fund of 2% (whichever amount is the greater), there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the Debt Service Requirements of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; separate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Bonds shall be kept and maintained by the City at all times while the Bonds are Outstanding, and the taxes collected for the payment of the Debt Service Requirements on the Bonds shall be deposited to the credit of a "Special 2012 Bond Account" (the "Interest and Sinking Fund") maintained on the records of the City and deposited in a special fund maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

The Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, Director of Finance and City Secretary of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

**SECTION 11: Mutilated - Destroyed - Lost and Stolen Bonds.** In case any Bond shall be mutilated, destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond, or in lieu of and in substitution for such destroyed, lost or stolen Bond, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, destroyed, lost or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

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

**SECTION 12: Satisfaction of Obligation of City.** If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has

been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

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

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

SECTION 13: Ordinance a Contract - Amendments - Outstanding Bonds. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section and in Section 29 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the

aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

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

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

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

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

**SECTION 14: Covenants to Maintain Tax-Exempt Status.**

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

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

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

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

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

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

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

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

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

proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

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

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

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

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

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

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax

purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

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

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

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

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

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

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

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of its general fund, other appropriate fund, or, if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments

made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

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

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Deputy City Manager and Director of Finance, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

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

(l) Current Refunding of the Series 2002 Refunded Certificates and the Series 2002 Refunded Bonds. The Bonds are a current refunding of the Series 2002 Refunded Certificates and the Series 2002 Refunded Bonds (collectively, the "Currently Refunded Obligations") in that the Currently Refunded Obligations are to be paid and redeemed in full within 90 days of the delivery date of the Bonds.

(m) Qualified Advance Refunding of the Series 2003 Refunded Certificates and Series 2004 Refunded Certificates. The Bonds are issued in part to refund the portion of the Series 2003 Refunded Certificates eligible to be advanced refunded and to refund all of the Series 2004 Refunded Certificates (collectively, the "Eligible Advance Refunded Obligations"), and the

Bonds will be issued more than 90 days before the redemption of the Eligible Advance Refunded Obligations. The City represents as follows:

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

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

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

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

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

**SECTION 15: Sale of Bonds - Official Statement Approval.** The Bonds authorized by this Ordinance are hereby sold by the City to Stifel, Nicolaus & Company, Incorporated, BOSC, Inc. and Morgan Keegan & Company, Inc. (herein referred to as the “Purchasers”) in accordance with the Purchase Agreement, dated March 26, 2012 (the “Purchase Agreement”), attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes. The Mayor or Mayor Pro Tem is hereby authorized and directed to execute said Purchase Agreement for and on behalf of the City and as the act and deed of this City Council, and in regard to the approval and execution of the Purchase Agreement, the City Council hereby finds, determines and declares that the terms of the sale are in the best interests of the City and the representations, warranties and agreements of the City contained in the Purchase Agreement are true and correct in all material respects and shall be honored and performed by the City.

Furthermore, the use of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Bonds is hereby ratified, confirmed and

approved in all respects. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, Director of Finance or City Secretary, any one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute said final Official Statement, dated March 26, 2012, in the reoffering, sale and delivery of the Bonds to the public. The Mayor and City Secretary are further authorized to execute and deliver for and on behalf of the City copies of said Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content executed by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Purchasers.

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

Furthermore, the Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, Director of Finance and City Secretary of the City, individually or jointly, in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed securities referenced in the Agreement and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchaser for deposit to the credit of the “SPECIAL 2012 CITY OF RICHARDSON, TEXAS, REFUNDING BOND ESCROW FUND” (the “Escrow Fund”); all as contemplated and provided in Chapter 1207, this Ordinance and the Agreement.

SECTION 17: Control and Custody of Bonds. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

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

SECTION 19: Redemption of Refunded Obligations.

(a) The Series 2002 Refunded Certificates shall be redeemed and the same are hereby called for redemption on May 29, 2012, at the price of par plus accrued interest to the date of redemption. The City Secretary is hereby authorized and directed to file a copy of this Ordinance, together with a suggested form of notice of redemption to be sent to certificateholders, with U.S. Bank National Association, Dallas, Texas (successor paying agent/registrar to Wachovia Bank, National Association, Houston, Texas), in accordance with the redemption provisions applicable to such certificates of obligation; such suggested form of notice of redemption being attached hereto as **Exhibit D-1** and incorporated herein by reference as a part of this Ordinance for all purposes.

(b) The Series 2002 Refunded Bonds shall be redeemed and the same are hereby called for redemption on May 29, 2012, at the price of par plus accrued interest to the date of redemption. The City Secretary is hereby authorized and directed to file a copy of this Ordinance, together with a suggested form of notice of redemption to be sent to certificateholders, with U.S. Bank National Association, Dallas, Texas (successor paying agent/registrar to Wachovia Bank, National Association, Houston, Texas), in accordance with the redemption provisions applicable to such certificates of obligation; such suggested form of notice of redemption being attached hereto as **Exhibit D-2** and incorporated herein by reference as a part of this Ordinance for all purposes.

(c) The Series 2003 Refunded Certificates shall be redeemed and the same are hereby called for redemption on February 15, 2013, at the price of par plus accrued interest to the date of redemption. The City Secretary is hereby authorized and directed to file a copy of this Ordinance, together with a suggested form of notice of redemption to be sent to certificateholders, with U.S. Bank National Association, Dallas, Texas (successor paying agent/registrar to Wachovia Bank, National Association, Houston, Texas), in accordance with the redemption provisions applicable to such certificates of obligation; such suggested form of notice of redemption being attached hereto as **Exhibit D-3** and incorporated herein by reference as a part of this Ordinance for all purposes.

(d) The Series 2004 Refunded Certificates shall be redeemed and the same are hereby called for redemption on February 15, 2014, at the price of par plus accrued interest to the date of redemption. The City Secretary is hereby authorized and directed to file a copy of this Ordinance, together with a suggested form of notice of redemption to be sent to certificateholders, U.S. Bank National Association, Dallas, Texas (successor paying agent/registrar to Wachovia Bank, National Association, Houston, Texas), in accordance with the redemption provisions applicable to such certificates of obligation; such suggested form of notice of redemption being attached hereto as **Exhibit D-4** and incorporated herein by reference as a part of this Ordinance for all purposes.

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

decision to redeem such Refunded Obligations on the dates and in the manner herein provided and in accordance with the ordinances authorizing the issuance of such Refunded Obligations and this Ordinance.

SECTION 20: Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

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

SECTION 21: Cancellation. All Bonds surrendered for payment, transfer, exchange or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the City.

SECTION 22: Legal Opinion. The obligation of the Purchasers to accept delivery of the Bonds is subject to being furnished a final legal opinion of Fulbright & Jaworski L.L.P. approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Bonds. A true and correct reproduction of said opinion is hereby authorized to be printed on or attached to the definitive Bonds or an executed counterpart thereof shall accompany the global Bonds deposited with DTC.

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

SECTION 24: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 25: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 26: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

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

SECTION 28: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 29: Continuing Disclosure Undertaking.

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

“MSRB” means the Municipal Securities Rulemaking Board.

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

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning in or after 2012, financial information and operating data with respect to the City of the general type included in the final Official Statement, being the information described in **Exhibit E** hereto, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in **Exhibit E** hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

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

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

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

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

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

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

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

(e) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except

that the City in any event will give the notice required by subsection (c) hereof of any Bond calls and defeasance that cause the City to be no longer such an “obligated person.”

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

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

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

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

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

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

SECTION 30: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 31: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, Director of Finance and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, Director of Finance or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 32: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 33: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 34: Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

[Remainder of page left blank intentionally.]

PASSED AND APPROVED, this the 26<sup>th</sup> day of March, 2012.

CITY OF RICHARDSON, TEXAS

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Mayor

ATTEST:

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City Secretary

(City Seal)

APPROVED AS TO FORM:

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Robert D. Dransfield, Bond Counsel

**EXHIBIT A**

**PAYING AGENT/REGISTRAR AGREEMENT**

## PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of March 26, 2012 (this "Agreement"), by and between Regions Bank, Dallas, Texas, a banking corporation duly organized and existing under the laws of the State of Alabama and authorized to do business in the State of Texas, or its successors (the "Bank") and the City of Richardson, Texas (the "Issuer"),

### RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "CITY OF RICHARDSON, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012" (the "Securities"), dated March 15, 2012, such Securities scheduled to be delivered to the initial purchasers thereof on or about April 26, 2012; and

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

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

NOW, THEREFORE, it is mutually agreed as follows:

### ARTICLE ONE

#### APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

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

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

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

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of

the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

## ARTICLE TWO DEFINITIONS

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

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

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

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

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

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

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

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

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated

officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

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

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

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

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

### ARTICLE THREE PAYING AGENT

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

Regions Bank  
250 Riverchase Parkway East, 5<sup>th</sup> Floor  
Hoover, Alabama 35244  
Attention: Corporate Trust Operations

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

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

## ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank represents and warrants its office in Dallas, Texas will at all times have immediate access to the Security Register by electronic or other means and will be capable at all times of producing a hard copy of the Security Register at its Dallas office for use by the Issuer. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE FIVE THE BANK

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

Section 5.02 Reliance on Documents, Etc.

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

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

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

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE SIX MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

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

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

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

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

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

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

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

*[Remainder of page left blank intentionally.]*

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

REGIONS BANK

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

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

Address: 1111 W. Mockingbird Lane, Suite 1200  
Dallas, Texas 75247

Attest:

\_\_\_\_\_

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

CITY OF RICHARDSON, TEXAS,

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

Bob Townsend, Mayor

Address: 411 W. Arapaho Road  
Richardson, TX 75080-5442

Attest:

\_\_\_\_\_

Pamela Schmidt, City Secretary

**ANNEX A**



## **Paying Agent and Registrar Services for**

City of Richardson, Texas  
General Obligation Refunding Bonds,  
Series 2012

### **Schedule of Fees**

Acceptance Fee:        Waived

Annual PAR Fee:       \$500    Annually in Advance

Fees are payable at the closing of this transaction. Thereafter, fees and any expenses will be billed on the anniversary date of the closing.

The above-mentioned fees are basic charges and do not include out-of-pocket expenses, which will be billed in addition to the regular charges as required. Out-of-pocket expenses shall include, but are not limited to: telephone tolls, stationery, travel and postage expenses.

Charges for performing extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule will be determined by appraisal in amounts commensurate with the service to be provided. Counsel fees, if ever retained as a result of default or other extraordinary occurrence on behalf of the bondholders or Regions will be billed at cost. Quote does not include legal fees for trustee counsel opinions.

Services not included in this Fee Schedule, but deemed necessary or desirable by you, may be subject to additional charges based on a mutually agreed upon fee schedule.

Our proposal is subject in all aspects to Region's review and acceptance of the final financing documents, which set forth our duties and responsibilities.

By:    /s/ Mark Dault  
      Mark Dault  
      Vice President

Date:    March 14, 2012

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

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

**EXHIBIT D-1**

**NOTICE OF REDEMPTION**

**CITY OF RICHARDSON, TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION  
SERIES 2002  
Dated September 1, 2002**

NOTICE IS HEREBY GIVEN that the certificates of obligation of the above series maturing on and after February 15, 2013, and aggregating in the principal amount of \$8,775,000, have been called for redemption on May 29, 2012 at the redemption price of par and accrued interest to the date of redemption, such certificates of obligation being identified as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>CUSIP Number</u>
2013	\$ 715,000	
2014	750,000	
2015	780,000	
2016	815,000	
2017	850,000	
2018	885,000	
2019	925,000	
2020	970,000	
2021	1,015,000	
2022	1,070,000	

ALL SUCH CERTIFICATES OF OBLIGATION shall become due and payable on May 29, 2012, and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said certificates of obligation shall be paid to the registered owners of the certificates of obligation only upon presentation and surrender thereof to U.S. Bank National Association, Dallas, Texas (successor paying agent/registrar to Wachovia Bank, National Association, Houston, Texas) at its designated office at the following address: Attention: Bond Operations, 60 Livingston Avenue, First Floor, St. Paul, Minnesota 55107.

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

**U.S. BANK NATIONAL ASSOCIATION**  
as Paying Agent/Registrar  
Address: 14241 Dallas Parkway, Suite 490  
Dallas, Texas 75254

**EXHIBIT D-2**

**NOTICE OF REDEMPTION**

**CITY OF RICHARDSON, TEXAS  
GENERAL OBLIGATION REFUNDING BONDS  
SERIES 2002**

Dated September 1, 2002

NOTICE IS HEREBY GIVEN that the bonds of the above series maturing on and after February 15, 2013, and aggregating in the principal amount of \$3,110,000, have been called for redemption on May 29, 2012 at the redemption price of par and accrued interest to the date of redemption, such bonds being identified as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>CUSIP Number</u>
2013	\$ 255,000	
2014	265,000	
2015	275,000	
2016	285,000	
2017	300,000	
2018	315,000	
2019	330,000	
2020	345,000	
2021	360,000	
2022	380,000	

ALL SUCH BONDS shall become due and payable on May 29, 2012, and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said bonds shall be paid to the registered owners of the bonds only upon presentation and surrender thereof to U.S. Bank National Association, Dallas, Texas (successor paying agent/registrar to Wachovia Bank, National Association, Houston, Texas) at its designated office at the following address: Attention: Bond Operations, 60 Livingston Avenue, First Floor, St. Paul, Minnesota 55107.

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

U.S. BANK NATIONAL ASSOCIATION  
as Paying Agent/Registrar  
Address: 14241 Dallas Parkway, Suite 490  
Dallas, Texas 75254

### EXHIBIT D-3

#### NOTICE OF REDEMPTION

CITY OF RICHARDSON, TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION  
SERIES 2003

Dated April 1, 2003

NOTICE IS HEREBY GIVEN that the certificates of obligation of the above series maturing on and after February 15, 2014, and aggregating in the principal amount of \$1,810,000, have been called for redemption on February 15, 2013 at the redemption price of par and accrued interest to the date of redemption, such certificates of obligation being identified as follows:

<u>Year of Maturity</u>	<u>Principal Amount Outstanding</u>	<u>Principal Amount Redeemed</u>	<u>CUSIP Number</u>
2014	\$ 285,000	\$ 150,000	
2015	295,000	155,000	
2016	305,000	160,000	
2017	320,000	165,000	
2018	335,000	175,000	
2019	350,000	185,000	
2020	365,000	190,000	
2021	385,000	200,000	
2022	400,000	210,000	
2023	420,000	220,000	

ALL SUCH CERTIFICATES OF OBLIGATION shall become due and payable on February 15, 2013, and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said certificates of obligation shall be paid to the registered owners of the certificates of obligation only upon presentation and surrender thereof to U.S. Bank National Association, Dallas, Texas (successor paying agent/registrar to Wachovia Bank, National Association, Houston, Texas) at its designated office at the following address: Attention: Bond Operations, 60 Livingston Avenue, First Floor, St. Paul, Minnesota 55107.

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

U.S. BANK NATIONAL ASSOCIATION  
as Paying Agent/Registrar  
Address: 14241 Dallas Parkway, Suite 490  
Dallas, Texas 75254

**EXHIBIT D-4**

NOTICE OF REDEMPTION

CITY OF RICHARDSON, TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION  
SERIES 2004  
Dated April 15, 2004

NOTICE IS HEREBY GIVEN that the certificates of obligation of the above series maturing on and after February 15, 2015, and aggregating in the principal amount of \$2,255,000, have been called for redemption on February 15, 2014 at the redemption price of par and accrued interest to the date of redemption, such certificates of obligation being identified as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>CUSIP Number</u>
2015	\$ 185,000	
2016	190,000	
2017	200,000	
2018	210,000	
2019	220,000	
2020	230,000	
****	*****	
2022	490,000	
****	*****	
2024	530,000	

ALL SUCH CERTIFICATES OF OBLIGATION shall become due and payable on February 15, 2014, and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said certificates of obligation shall be paid to the registered owners of the certificates of obligation only upon presentation and surrender thereof to U.S. Bank National Association, Dallas, Texas (successor paying agent/registrar to Wachovia Bank, National Association, Houston, Texas) at its designated office at the following address: Attention: Bond Operations, 60 Livingston Avenue, First Floor, St. Paul, Minnesota 55107.

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

U.S. BANK NATIONAL ASSOCIATION  
as Paying Agent/Registrar  
Address: 14241 Dallas Parkway, Suite 490  
Dallas, Texas 75254

## **EXHIBIT E**

### **DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

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

#### **Annual Financial Information and Operating Data**

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

1. Financial information of the general type included in the Official Statement as Appendix B for the most recently concluded fiscal year.
2. The information included in Tables 1 through 6 and 8 through 17 of the Official Statement.

#### **Accounting Principles**

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

ORDINANCE NO. 3860

AN ORDINANCE authorizing the issuance of “CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2012A”; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues from the operation of the City’s Waterworks and Sewer System; prescribing the terms and details of such Certificates and resolving other matters incident and related to the issuance, sale, security, payment and delivery of said Certificates, including the approval and execution of a Paying Agent/Registrar Agreement and a Purchase Agreement, 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 \$7,280,000 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 City Hall, (2) providing equipment and vehicles for community services, information technology, police, fire, streets, facility services, traffic and transportation, parks and recreation, municipal library, citizen’s information services, animal control and solid waste departments and the City’s golf course, (3) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage, traffic signalization and medians incidental thereto and the acquisition of land and rights-of-way therefor, (4) demolishing dangerous structures and (5) professional services rendered in connection therewith, has been duly published in *The Dallas Morning News*, a newspaper hereby found and determined to be of general circulation in the City of Richardson, Texas, on February 15, 2012 and February 22, 2012, the date of the first publication of such notice being not less than thirty-one (31) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

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

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

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

SECTION 1. Authorization – Designation – Principal Amount – Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$\_\_\_\_\_ to be designated and bear the title “CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2012A” (the “Certificates”), for the purpose of paying contractual

obligations to be incurred for (1) demolishing dangerous structures and (2) professional services rendered in connection therewith; and, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2. Fully Registered Obligations – Authorized Denominations – Stated Maturities – Date. The Certificates are issuable in fully registered form only; shall be dated March 15, 2012 (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</u>
2013	\$ _____	
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		

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, 2013, until maturity.

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

The selection and appointment of Regions Bank, Dallas, Texas to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed, and the City agrees and covenants to cause to be kept and maintained by the Paying Agent/Registrar books and records for the registration, payment and transfer of the Certificates (the “Security Register”), all as provided herein, in accordance with the terms and provisions of a “Paying Agent/Registrar Agreement” substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and City may prescribe; and the Mayor and City Secretary are authorized to execute and deliver such Agreement in connection with the delivery

of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturities only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices initially in Hoover, 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. The Certificates are not subject to redemption prior to maturity.

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.

**SECTION 6. Book-Entry-Only Transfers and Transactions.** Notwithstanding the provisions contained herein relating to the payment and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with

the requirements and procedures identified in the current DTC Operational Arrangements memorandum as amended, the Blanket Issuer Letter of Representations, by and between the City and DTC, and the Letter of Representations from the Paying Agent/Registrar to DTC (collectively, the “Depository Agreement”).

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

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

**SECTION 7. Execution – Registration.** The Certificates shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers and the seal of the City on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Certificate Date shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals executing the same shall cease to be such officer at the time of delivery of the Certificates to the initial purchaser(s) and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201 of the Texas Government Code, as amended.

No definitive Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate a certificate of registration substantially in the form provided in Section 9D, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and such manually executed certificate upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

No Initial Certificate shall be entitled to any right or benefit under this Ordinance or be valid or obligatory for any purpose unless there appears on such Initial Certificate a certificate of registration substantially in the form provided in Section 9C, manually executed by the Comptroller of Public Accounts of the State of Texas, or the duly authorized agent of said Comptroller.

SECTION 8. Initial Certificate(s). The Certificates herein authorized shall be initially issued as a single fully registered certificate in the aggregate principal amount shown in Section 1 hereof, with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, (hereinafter called the “Initial Certificate”) and the Initial Certificate shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate shall be the Certificate submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9. Forms.

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

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

B. Form of Definitive Certificate.

REGISTERED  
NO. \_\_\_\_\_

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

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF RICHARDSON, TEXAS  
COMBINATION TAX AND REVENUE

CERTIFICATE OF OBLIGATION  
TAXABLE SERIES 2012A

Certificate Date:                      Interest Rate:                      Stated Maturity:                      CUSIP No.:  
March 15, 2012                      \_\_\_\_\_%                      \_\_\_\_\_                      \_\_\_\_\_

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

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

The City of Richardson (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Dallas and Collin, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above (the "Registered Owner"), or the registered assigns thereof, the Principal Amount stated above, on the Stated Maturity date specified above (without right of prior redemption) and to pay interest (computed on the basis of a 360-day year consisting of twelve 30-day months) on the unpaid Principal Amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the 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, 2013, until maturity. Principal of this Certificate is payable at its Stated Maturity 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) demolishing dangerous structures and (2) professional services rendered in connection therewith, under and in strict conformity with

the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the governing body of the City (herein referred to as the "Ordinance").

The Certificates are not subject to redemption prior to maturity.

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.



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

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

(without right of prior redemption) and to pay interest (computed on the basis of a 360-day year consisting of twelve 30-day months) on the unpaid Principal Amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the 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, 2013, until maturity. Principal of this Certificate are payable on the Stated Maturity dates to the Registered Owner hereof by Regions Bank, Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender at its designated offices, initially in Hoover, Alabama, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office). Interest is payable to the Registered Owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the Registered Owner recorded in the Security Register on the Record Date or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday or a day when banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10. Definitions. That for purposes of this Ordinance and for clarity with respect to the issuance of the Certificates, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appear herein without qualifying language, are defined to mean as follows:

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

(b) The term "Certificates" shall mean the "CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2012A" authorized by this Ordinance.

(c) The term "Certificate Fund" shall mean the special Fund created and established under the provisions of Section 11 of this Ordinance.

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

(e) The term “Fiscal Year” shall mean the annual financial accounting period used with respect to the operations of the System now ending on September 30th of each year; provided, however, the City Council may change, by ordinance duly passed, such annual financial accounting period to end on another date if such change is found and determined to be necessary for budgetary or other fiscal purposes.

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

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

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

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

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

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

(2) those Certificates deemed to be duly paid by the City in accordance with the provisions of Section 24 hereof by the irrevocable deposit with the Paying Agent/Registrar, or an authorized escrow agent, of money or Government Securities, or both, in the amount necessary to fully pay the principal of, premium, if any, and interest thereon to maturity; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 28 hereof.

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

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

**SECTION 11. Certificate Fund.** That, for the purpose of paying the interest on and to provide a sinking fund for the payment and retirement of the Certificates, there shall be and is hereby created a special fund to be designated “SPECIAL TAXABLE 2012A CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND” (the “Certificate Fund”), which shall be kept and maintained at a City depository bank, and moneys deposited in the Certificate Fund shall be used for no other purpose. The Mayor, City Manager, Director of Finance and City Secretary, either or any combination of them, are hereby authorized and directed to cause to be transferred to the Paying Agent for the Certificates, from funds on deposit in the Certificate Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Certificates as the same accrues or matures; such transfers of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent for the Certificates at the close of business on the last business day next preceding each interest and/or principal payment date for the Certificates.

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

SECTION 12. Tax Levy. That to provide for the payment of the "Debt Service Requirements" on the Certificates, being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied, within the limitations prescribed by law, for the current year and each succeeding year thereafter while said Certificates or any interest thereon shall remain Outstanding, a sufficient tax on each one hundred dollars' valuation of taxable property in said City, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be deposited into the Certificate Fund. This governing body hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

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

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

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

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

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

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

SECTION 13. Limited Pledge of Net Revenues. The City hereby covenants and agrees that subject to the prior lien on and pledge of the Net Revenues to the payment and security of the Prior Lien Obligations, the Net Revenues (within the limitation of a total amount of one thousand dollars (\$1,000) during the time the Certificates or interest thereon remain outstanding and unpaid) are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates, and the pledge of Net Revenues herein made for the payment of the Certificates shall constitute a lien on the Net Revenues until such time as the City shall pay all of such \$1,000, after which time the pledge shall cease, all in accordance with the terms and provisions hereof and be valid and binding without any physical delivery thereof or further act by the City.

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

SECTION 14. System Fund. The City hereby covenants and agrees that all Gross Revenues (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of Prior Lien Obligations) shall be deposited from day to day as collected into a “City of Richardson Waterworks and Sewer System Fund” (hereinafter called “System Fund”) which Fund shall be kept and maintained at an official depository bank of the City. All moneys deposited in the System Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown, to wit:

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

Second. To the payment of the amounts required to be deposited in the special Funds created and established for the payment,

security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Prior Lien Obligations; and

Third. To the payment of the amounts required to be deposited in the special funds and accounts (including the Certificate Fund) created and established for the payment of the Certificates and Additional Certificates.

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

SECTION 15. Deposits to Certificate Fund. The City hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Net Revenues in the System Fund, an amount not to exceed \$1,000.

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

SECTION 16. Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17. Maintenance of System - Insurance. While the Certificates remain Outstanding, the City covenants and agrees to maintain and operate the System with all possible efficiency and to maintain casualty and other insurance on the properties of the System and its operations of a kind and in such amounts customarily carried by municipal corporations in the State of Texas engaged in a similar type business; and that it will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Texas.

SECTION 18. Rates and Charges. The City hereby covenants and agrees that rates and charges for services provided by the System will be established and maintained, on the basis of all available information and experience and with due allowance for contingencies, that are reasonably expected to provide Gross Revenues to pay:

- (a) Operating and Maintenance Expenses of the System;

(b) the interest on and principal of Prior Lien Obligations and the amounts required to be deposited into any special Funds created and established for the payment and security of the Prior Lien Obligations;

(c) the amounts required to be deposited in the special Funds or Accounts (such as the Certificate Fund) created for the payment of the Certificates and Additional Certificates;

(d) any other legally incurred indebtedness payable from the revenues of the System and/or secured by a lien on the System or the revenues thereof.

SECTION 19. Records and Accounts – Annual Audit. The City further covenants and agrees that while any Certificates remain Outstanding, it will keep and maintain accurate and complete records and accounts pertaining to the ownership, operation and maintenance of the System. The Holders of the Certificates or any duly authorized agent or agents of such Holders shall have the right to inspect the System and all properties comprising the same. The City further agrees that following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants.

SECTION 20. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the Holder of any of the Certificates shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

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

SECTION 21. Special Covenants. The City hereby further covenants as follows:

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

(b) Other than for the payment of the outstanding Prior Lien Obligations, the Certificates and the “City of Richardson, Texas Combination Tax and Revenue Certificates of Obligation, Series 2012B” proposed to be issued concurrently with the Certificates, the Net Revenues of the System are not in any manner pledged to the payment of any debt or obligation of the City or of the System.

SECTION 22. Issuance of Prior Lien Obligations and Additional Certificates. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount.

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

SECTION 23. Subordinate to Prior Lien Obligations, Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders or owners of the Prior Lien Obligations. Notwithstanding the above, any change or modification affecting the application of revenues derived from the operation of the System shall not impair the obligation of contract with respect to the pledge of revenues herein made for the payment and security of the Certificates.

SECTION 24. Satisfaction of Obligations of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied and the lien on and pledge of the Net Revenues of the System under this Ordinance and all covenants, agreements and other obligations of the City to the Holders shall thereupon cease, terminate and be discharged and satisfied.

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

will be made under this Section and no use will be made of any such deposit which would cause the Certificates to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

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

SECTION 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. Reserved.

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. and Morgan Keegan & Company, Inc. (herein collectively referred to as the “Purchasers”) in accordance with the Purchase Agreement dated March 26, 2012 (the “Purchase Agreement”), attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes. 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 terms of the sale are in the best interests of the City and 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.

Furthermore, the use of the Preliminary Official Statement prepared in connection with the public offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects. The final Official Statement being a modification and amendment of the Preliminary Official Statement and reflecting the terms of the sale (together with changes approved by the Mayor, Mayor Pro Tem, City Manager or Director of Finance, any one or more of said officials), shall be and is hereby approved as to form and content, and the Purchasers are hereby authorized to use and distribute said final Official Statement dated March 26, 2012, 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. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in any authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts, and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Accrued interest received from the Purchasers as well as any investment earnings remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund. [The premium received from the Purchasers in the amount of \$\_\_\_\_\_ shall be used to \_\_\_\_\_]. Any surplus proceeds of sale may be deposited to the Certificate Fund or to another fund created for the payment of any Certificates.

**SECTION 32. Control and Custody of Certificates.** The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing of the Certificates, and shall take and have charge and control of the Initial Certificate pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

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

SECTION 33. Continuing Disclosure Undertaking.

(a) Definitions.

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

“MSRB” means the Municipal Securities Rulemaking Board.

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

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports.

The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning in or after 2012, financial information and operating data with respect to the City of the general type described in **Exhibit C** hereto, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in **Exhibit C** hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

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

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

(c) Notice of Certain Events.

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

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-

TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;

7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

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

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

(d) Filings with the MSRB.

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

(e) Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the

Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) of this Section of any Certificate calls and defeasance that cause the City to be no longer such an “obligated person.”

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

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

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

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

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

would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 34. Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, Director of Finance, and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance, sale and delivery of the Certificates. In addition, prior to the delivery of the Certificates, the Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, Director of Finance, City Secretary or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document, or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 35. Bond Counsel's Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Fulbright & Jaworski L.L.P., Attorneys, Dallas, Texas, approving such Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Certificates. A true and correct reproduction of said opinion or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the Certificates.

SECTION 36. CUSIP Numbers. That CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof, and neither the City nor attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 37. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions is intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 38. Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 39. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 40. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 41. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 42. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 43. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 44. Public Meeting. It is officially found, determined and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 45. Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage and it is accordingly so ordained.

[Remainder of page intentionally left blank]

PASSED AND ADOPTED, this March 26, 2012.

CITY OF RICHARDSON, TEXAS

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Mayor

ATTEST:

---

City Secretary

APPROVED AS TO FORM:

(City Seal)

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Robert D. Dransfield, Bond Counsel

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

## PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of March 26, 2012 (this "Agreement"), by and between Regions Bank, Dallas, Texas, a banking corporation duly organized and existing under the laws of the State of Alabama and authorized to do business in the State of Texas, or its successors (the "Bank") and the City of Richardson, Texas (the "Issuer"),

### RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2012A" (the "Securities"), dated March 15, 2012, such Securities scheduled to be delivered to the initial purchasers thereof on or about April 26, 2012; and

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

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

NOW, THEREFORE, it is mutually agreed as follows:

### ARTICLE ONE

#### APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

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

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

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

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

## ARTICLE TWO DEFINITIONS

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

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

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

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

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

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

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

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

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust

Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

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

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

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

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

### ARTICLE THREE PAYING AGENT

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

Regions Bank  
250 Riverchase Parkway East, 5<sup>th</sup> Floor  
Hoover, Alabama 35244  
Attention: Corporate Trust Operations

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

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

## ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank represents and warrants its office in Dallas, Texas will at all times have immediate access to the Security Register by electronic or other means and will be capable at all times of producing a hard copy of the Security Register at its Dallas office for use by the Issuer. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE FIVE THE BANK

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

Section 5.02 Reliance on Documents, Etc.

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

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

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

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE SIX MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

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

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

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

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

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

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

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

*[Remainder of page left blank intentionally.]*

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

REGIONS BANK

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

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

Address: 1111 W. Mockingbird Lane, Suite 1200  
Dallas, Texas 75247

Attest:

\_\_\_\_\_

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

CITY OF RICHARDSON, TEXAS,

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

Bob Townsend, Mayor

Address: 411 W. Arapaho Road  
Richardson, TX 75080-5442

Attest:

\_\_\_\_\_

Pamela Schmidt, City Secretary

## ANNEX A



## **Paying Agent and Registrar Services for**

City of Richardson, Texas  
Combination Tax & Revenue Certificates of Obligation,  
Taxable Series 2012A

### **Schedule of Fees**

Acceptance Fee:        Waived

Annual PAR Fee:       \$500    Annually in Advance

Fees are payable at the closing of this transaction. Thereafter, fees and any expenses will be billed on the anniversary date of the closing.

The above-mentioned fees are basic charges and do not include out-of-pocket expenses, which will be billed in addition to the regular charges as required. Out-of-pocket expenses shall include, but are not limited to: telephone tolls, stationery, travel and postage expenses.

Charges for performing extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule will be determined by appraisal in amounts commensurate with the service to be provided. Counsel fees, if ever retained as a result of default or other extraordinary occurrence on behalf of the bondholders or Regions will be billed at cost. Quote does not include legal fees for trustee counsel opinions.

Services not included in this Fee Schedule, but deemed necessary or desirable by you, may be subject to additional charges based on a mutually agreed upon fee schedule.

Our proposal is subject in all aspects to Region's review and acceptance of the final financing documents, which set forth our duties and responsibilities.

By:    /s/ Mark Dault  
      Mark Dault  
      Vice President

Date:    March 14, 2012

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

## **EXHIBIT C**

### **DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

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

#### **Annual Financial Statements and Operating Data**

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

1. The financial information of the general type included in Appendix A to the Official Statement for the most recently concluded fiscal year.
2. The information included under Tables numbered 1 through 6 and 8 through 17 of the Official Statement.

#### **Accounting Principles**

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

ORDINANCE NO. 3861

AN ORDINANCE authorizing the issuance of “CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2012B”; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues from the operation of the City’s Waterworks and Sewer System; prescribing the terms and details of such Certificates and resolving other matters incident and related to the issuance, sale, security, payment and delivery of said Certificates, including the approval and execution of a Paying Agent/Registrar Agreement and a Purchase Agreement, 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 \$7,280,000 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 City Hall, (2) providing equipment and vehicles for community services, information technology, police, fire, streets, facility services, traffic and transportation, parks and recreation, municipal library, citizen’s information services, animal control and solid waste departments and the City’s golf course, (3) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage, traffic signalization and medians incidental thereto and the acquisition of land and rights-of-way therefor, (4) demolishing dangerous structures and (5) professional services rendered in connection therewith, has been duly published in *The Dallas Morning News*, a newspaper hereby found and determined to be of general circulation in the City of Richardson, Texas, on February 15, 2012 and February 22, 2012, 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 2012B” (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 City Hall, (2) providing equipment and vehicles for community services, information technology, police, fire, streets, facility services, traffic and transportation, parks and recreation, municipal library, citizen’s information services, animal control and solid waste departments and the City’s golf course, (3) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage, traffic signalization and medians incidental thereto and the acquisition of land and rights-of-way therefor 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 March 15, 2012 (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</u>
2013	\$ _____	
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		

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, 2013, until maturity or prior redemption.

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

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

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturities, or on a date of earlier redemption thereof, only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices initially in Hoover, 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, 2023, 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, 2022 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 45 days of the date fixed for 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, redemption 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 2012B

Certificate Date:                      Interest Rate:                      Stated Maturity:                      CUSIP No.:  
March 15, 2012                      \_\_\_\_\_%                      \_\_\_\_\_                      \_\_\_\_\_

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

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

The City of Richardson (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Dallas and Collin, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above (the "Registered Owner"), or the registered assigns thereof, the Principal Amount stated above, on the Stated Maturity date specified above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest (computed on the basis of a 360-day year consisting of twelve 30-day months) on the unpaid Principal Amount hereof from the interest

payment date next preceding the “Registration Date” of this Certificate appearing below (unless this Certificate bears a “Registration Date” as of an interest payment date, in which case it shall bear interest from such date, or unless the “Registration Date” of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the 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, 2013, until maturity or prior redemption. Principal of this Certificate 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. 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 City Hall, (2) providing equipment and vehicles for community services, information technology, police, fire, streets, facility services, traffic and transportation, parks and recreation, municipal library, citizen’s information services, animal control and solid waste departments and the City’s golf course, (3) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, signage, traffic signalization and medians incidental thereto and the acquisition of land and rights-of-way therefor 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, 2023, 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, 2022, 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 Certificates to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance. If this Certificate (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 Certificate (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 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 or its date of 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 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 Hoover, Alabama is the Designated Payment/Transfer Office for this Certificate.

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

Registration Date:

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

- E. Form of Assignment.

ASSIGNMENT

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

\_\_\_\_\_  
(Social Security or other identifying number: \_\_\_\_\_)

\_\_\_\_\_) the within Certificate and all rights thereunder, and  
hereby irrevocably constitutes and appoints \_\_\_\_\_

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

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

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

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

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

- (i) immediately under the name of the certificate the headings “Interest Rate”, “Stated Maturity”, and “CUSIP No.” shall be omitted;
- (ii) paragraph one shall read as follows:

The City of Richardson (hereinafter referred to as the “City”), a body corporate and municipal corporation in the Counties of Dallas and Collin, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above (the “Registered Owner”), or the registered assigns thereof, on February 15 in each of the years and in principal installments and bearing interest at per annum rates in accordance with the following schedule:

<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 paid upon prior redemption) and to pay interest (computed on the basis of a 360-day year consisting of twelve 30-day months) on the unpaid Principal Amount hereof from the interest payment date next preceding the “Registration Date” of this Certificate appearing below (unless this Certificate bears a “Registration Date” as of an interest payment date, in which case it shall bear interest from such date, or unless the “Registration Date” of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the 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, 2013, until maturity or prior redemption. Principal of this Certificate are payable on the Stated Maturity dates, or on a redemption date, to the Registered Owner hereof by Regions Bank, Dallas, Texas (the “Paying Agent/Registrar”), upon presentation and surrender at its designated offices, initially in Hoover, 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 2012B” 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 2012B CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND” (the “Certificate Fund”), which shall be kept and maintained at a City depository bank, and moneys deposited in the Certificate Fund shall be used for no other purpose. The Mayor, City Manager, Director of Finance and City Secretary, either or any combination of them, are hereby authorized and directed to cause to be transferred to the Paying Agent for the Certificates, from funds on deposit in the Certificate Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Certificates as the same accrues or matures; such transfers of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent for the Certificates at the close of business on the last business day next preceding each interest and/or principal payment date for the Certificates.

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

SECTION 12. Tax Levy. That to provide for the payment of the “Debt Service Requirements” on the Certificates, being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied, within the limitations prescribed by law, for the current year and each succeeding year thereafter while said Certificates or any interest thereon shall remain Outstanding, a sufficient tax on each one hundred dollars’ valuation of taxable property in said City, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be deposited into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

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

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

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

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

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

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

**SECTION 13. Limited Pledge of Net Revenues.** The City hereby covenants and agrees that subject to the prior lien on and pledge of the Net Revenues to the payment and security of the Prior Lien Obligations, the Net Revenues (within the limitation of a total amount of one thousand dollars (\$1,000) during the time the Certificates or interest thereon remain outstanding and unpaid) are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates, and the pledge of Net Revenues herein made for the payment of the Certificates shall constitute a lien on the Net Revenues until such time as the City shall pay all of such \$1,000, after which time the pledge shall cease, all in accordance with the terms and provisions hereof and be valid and binding without any physical delivery thereof or further act by the City.

Chapter 1208 of the Texas Government Code, as amended, applies to the issuance of the Certificates and the pledge of the revenues granted by the City under this Section of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding and unpaid such that the pledge of the revenues granted by the City under this Section of this Ordinance is to be subject to the filing

requirements of Chapter 9 of the Texas Business & Commerce Code, as amended, then in order to preserve to the Holders of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9 of the Texas Business & Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14. System Fund. The City hereby covenants and agrees that all Gross Revenues (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of Prior Lien Obligations) shall be deposited from day to day as collected into a “City of Richardson Waterworks and Sewer System Fund” (hereinafter called “System Fund”) which Fund shall be kept and maintained at an official depository bank of the City. All moneys deposited in the System Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown, to wit:

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

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

Third. To the payment of the amounts required to be deposited in the special funds and accounts (including the Certificate Fund) created and established for the payment of the Certificates and Additional Certificates.

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

SECTION 15. Deposits to Certificate Fund. The City hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Net Revenues in the System Fund, an amount not to exceed \$1,000.

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

SECTION 16. Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17. Maintenance of System - Insurance. While the Certificates remain Outstanding, the City covenants and agrees to maintain and operate the System with all possible efficiency and to maintain casualty and other insurance on the properties of the System and its operations of a kind and in such amounts customarily carried by municipal corporations in the State of Texas engaged in a similar type business; and that it will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Texas.

SECTION 18. Rates and Charges. The City hereby covenants and agrees that rates and charges for services provided by the System will be established and maintained, on the basis of all available information and experience and with due allowance for contingencies, that are reasonably expected to provide Gross Revenues to pay:

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

SECTION 19. Records and Accounts – Annual Audit. The City further covenants and agrees that while any Certificates remain Outstanding, it will keep and maintain accurate and complete records and accounts pertaining to the ownership, operation and maintenance of the System. The Holders of the Certificates or any duly authorized agent or agents of such Holders shall have the right to inspect the System and all properties comprising the same. The City further agrees that following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants.

SECTION 20. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the Holder of any of the Certificates shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

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

SECTION 21. Special Covenants. The City hereby further covenants as follows:

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

(b) Other than for the payment of the outstanding Prior Lien Obligations, the Certificates and the “City of Richardson, Texas, Combination Tax and Revenue Certificates of Obligation, Taxable Series 2012A” proposed to be issued concurrently with the Certificates, the Net Revenues of the System are not in any manner pledged to the payment of any debt or obligation of the City or of the System.

SECTION 22. Issuance of Prior Lien Obligations and Additional Certificates. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount.

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

SECTION 23. Subordinate to Prior Lien Obligations, Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders or owners of the Prior Lien Obligations. Notwithstanding the above, any change or modification affecting the application of revenues derived from the operation of the System shall not impair the obligation of contract with respect to the pledge of revenues herein made for the payment and security of the Certificates.

SECTION 24. Satisfaction of Obligations of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied and the lien on and pledge of the Net Revenues of the System under this Ordinance and all covenants, agreements and other obligations of the City to the Holders shall thereupon cease, terminate and be discharged and satisfied.

Certificates, or any principal amounts thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or 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 Certificates, 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 reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use will be made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

The City reserves the option, to be exercised at the time of the defeasance of the Certificates, to call for redemption, at an earlier date, those Certificates which have been defeased to their maturity date, if the City (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call such Certificates for redemption; and, (ii) gives notice of the reservation of that right to the owners of such Certificates immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices relating to such Certificates that the City authorizes.

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

SECTION 28. Mutilated, Destroyed, Lost and Stolen Certificates. In case any Certificate shall be mutilated, destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost or stolen Certificates.

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

SECTION 29. Covenants to Maintain Tax-Exempt Status.

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

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

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

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

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

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

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

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

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

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

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the Holder thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

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

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

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

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

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

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

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

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

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

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

proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

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

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3) and, if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

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

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

SECTION 30. Sale of the Certificates – Execution of Purchase Agreement – Approval of Official Statement. The Certificates authorized by this Ordinance have been and are hereby sold

to Stifel, Nicolaus & Company, Incorporated, BOSC, Inc. and Morgan Keegan & Company, Inc. (herein collectively referred to as the “Purchasers”) in accordance with the Purchase Agreement dated March 26, 2012 (the “Purchase Agreement”), attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes. 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 terms of the sale are in the best interests of the City and 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.

Furthermore, the use of the Preliminary Official Statement prepared in connection with the public offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects. The final Official Statement being a modification and amendment of the Preliminary Official Statement and reflecting the terms of the sale (together with changes approved by the Mayor, Mayor Pro Tem, City Manager or Director of Finance, any one or more of said officials), shall be and is hereby approved as to form and content, and the Purchasers are hereby authorized to use and distribute said final Official Statement dated March 26, 2012, 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. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in any authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts, and the City’s investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Accrued interest received from the Purchasers as well as any investment earnings remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund. [The premium received from the Purchasers in the amount of \$\_\_\_\_\_ shall be used to \_\_\_\_\_]. Any surplus proceeds of sale may be deposited to the Certificate Fund or to another fund created for the payment of any Certificates.

SECTION 32. Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing of the Certificates, and shall take and have charge and control of the Initial Certificate pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Furthermore, the Mayor, City Manager, Director of Finance and City Secretary, any one or more of said officials, are hereby authorized and directed to furnish and execute such

documents and certifications relating to the City and the issuance of the Certificates, including a certification as to facts, estimates, circumstances and reasonable expectations pertaining to the use and expenditure and investment of the proceeds of the Certificates as may be necessary for the approval of the Attorney General, registration by the Comptroller of Public Accounts and delivery of the Certificates to the purchasers thereof and, together with the City's financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for printing of definitive Certificates and the delivery of the Initial Certificates to the initial purchaser(s) and the exchange thereof for definitive Certificates.

### SECTION 33. Continuing Disclosure Undertaking.

#### (a) Definitions.

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

“MSRB” means the Municipal Securities Rulemaking Board.

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

“SEC” means the United States Securities and Exchange Commission.

#### (b) Annual Reports.

The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning in or after 2012, financial information and operating data with respect to the City of the general type described in **Exhibit C** hereto, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in **Exhibit C** hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

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

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

#### (c) Notice of Certain Events.

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

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

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

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

(d) Filings with the MSRB.

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

(e) Limitations, Disclaimers, and Amendments.

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

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

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

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

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

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations

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

SECTION 34. Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, Director of Finance, and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance, sale and delivery of the Certificates. In addition, prior to the delivery of the Certificates, the Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, Director of Finance, City Secretary or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document, or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 35. Bond Counsel's Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Fulbright & Jaworski L.L.P., Attorneys, Dallas, Texas, approving such Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Certificates. A true and correct reproduction of said opinion or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the Certificates.

SECTION 36. CUSIP Numbers. That CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality

thereof, and neither the City nor attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 37. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions is intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 38. Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 39. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 40. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 41. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 42. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 43. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 44. Public Meeting. It is officially found, determined and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 45. Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage and it is accordingly so ordained.

[Remainder of page intentionally left blank]

PASSED AND ADOPTED, this March 26, 2012.

CITY OF RICHARDSON, TEXAS

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Mayor

ATTEST:

---

City Secretary

APPROVED AS TO FORM:

(City Seal)

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Robert D. Dransfield, Bond Counsel

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

## PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of March 26, 2012 (this "Agreement"), by and between Regions Bank, Dallas, Texas, a banking corporation duly organized and existing under the laws of the State of Alabama and authorized to do business in the State of Texas, or its successors (the "Bank") and the City of Richardson, Texas (the "Issuer"),

### RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2012B" (the "Securities"), dated March 15, 2012, such Securities scheduled to be delivered to the initial purchasers thereof on or about April 26, 2012; and

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

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

NOW, THEREFORE, it is mutually agreed as follows:

### ARTICLE ONE

#### APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

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

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

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

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of

the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

## ARTICLE TWO DEFINITIONS

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

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

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

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

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

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

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

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

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated

officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

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

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

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

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

### ARTICLE THREE PAYING AGENT

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

Regions Bank  
250 Riverchase Parkway East, 5<sup>th</sup> Floor  
Hoover, Alabama 35244  
Attention: Corporate Trust Operations

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

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

## ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank represents and warrants its office in Dallas, Texas will at all times have immediate access to the Security Register by electronic or other means and will be capable at all times of producing a hard copy of the Security Register at its Dallas office for use by the Issuer. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE FIVE THE BANK

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

Section 5.02 Reliance on Documents, Etc.

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

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

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

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE SIX MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

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

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

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

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

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

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

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

*[Remainder of page left blank intentionally.]*

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

REGIONS BANK

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

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

Address: 1111 W. Mockingbird Lane, Suite 1200  
Dallas, Texas 75247

Attest:

\_\_\_\_\_

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

CITY OF RICHARDSON, TEXAS,

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

Bob Townsend, Mayor

Address: 411 W. Arapaho Road  
Richardson, TX 75080-5442

Attest:

\_\_\_\_\_

Pamela Schmidt, City Secretary

## ANNEX A



**Paying Agent and Registrar Services for**

**City of Richardson, Texas  
Combination Tax & Revenue Certificates of Obligation,  
Series 2012B**

**Schedule of Fees**

Acceptance Fee:      Waived

Annual PAR Fee:      \$500    Annually in Advance

Fees are payable at the closing of this transaction. Thereafter, fees and any expenses will be billed on the anniversary date of the closing.

The above-mentioned fees are basic charges and do not include out-of-pocket expenses, which will be billed in addition to the regular charges as required. Out-of-pocket expenses shall include, but are not limited to: telephone tolls, stationery, travel and postage expenses.

Charges for performing extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule will be determined by appraisal in amounts commensurate with the service to be provided. Counsel fees, if ever retained as a result of default or other extraordinary occurrence on behalf of the bondholders or Regions will be billed at cost. Quote does not include legal fees for trustee counsel opinions.

Services not included in this Fee Schedule, but deemed necessary or desirable by you, may be subject to additional charges based on a mutually agreed upon fee schedule.

Our proposal is subject in all aspects to Region's review and acceptance of the final financing documents, which set forth our duties and responsibilities.

By:    /s/ Mark Dault  
      Mark Dault  
      Vice President

Date:    March 14, 2012

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

## **EXHIBIT C**

### **DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

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

#### **Annual Financial Statements and Operating Data**

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

1. The financial information of the general type included in Appendix B to the Official Statement for the most recently concluded fiscal year.
2. The information included under Tables numbered 1 through 6 and 8 through 17 of the Official Statement.

#### **Accounting Principles**

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



# MEMO

**DATE:** March 22, 2012  
**TO:** Honorable Mayor and City Council  
**FROM:** Michael Spicer, Director of Development Services *MS*  
**SUBJECT:** Zoning File 12-01 – Richardson Saw & Lawnmower – Major Modification

## REQUEST

James Poen, representing Richardson Saw & Lawnmower, is requesting approval of “Major Modifications” to the development standards of the West Spring Valley PD for building and site improvements related to an existing non-conforming 7,933-square foot building. The 0.66-acre site is located on the west side of Central Expressway, north of Spring Valley Road, at 804 S. Central Expressway.

## BACKGROUND

The proposed use of the property meets the definition of a “hardware store” and is therefore an allowed use in the West Spring Valley PD district; however, the structure and its site elements are considered non-conforming.

The applicant’s proposed building and site modifications are not considered maintenance/repair items or identified “Minor Modifications” as provided for in the PD, and are therefore considered “Major Modifications”. In accordance with the PD, a “Major Modification” includes changes to the development standards that are expressly identified as a “major modification” or any other modification that is not identified as a “Minor Modification”.

The proposed modifications are detailed in the staff report and include the following:

- The addition of a roll up door on the north side of the building and steel protection bollards at two (2) roll up door locations.
- The removal of existing windows and doors on the north side of the building which will be filled with brick to match the exterior.
- Painting existing walls and mansards on the north and east elevations to match the west and south elevations.
- Removing existing asphalt paving and replace with concrete paving.
- Removing the wooden dumpster screen and replacing it with a 7-foot tall CMU screening wall.
- Removing e existing light fixtures from the roof.
- Adding new fluorescent strip light fixtures to the existing soffit

As conditioned, the proposed “major modifications” only apply to the items being requested and will not be applicable to future additions or to future redevelopment of the site.

No public comments were received on this request.

## PLAN COMMISSION RECOMMENDATION

On March 6, 2012, the City Plan Commission voted 7-0 to recommend approval of the request, subject to the removal of the proposed modification request related to the installation of new fluorescent strip light fixtures.

## ATTACHMENTS

Special Conditions	Oblique Aerials Looking South and East
CC Public Hearing Notice	Zoning Exhibit (Exhibit “B”)
City Plan Commission Minutes 03-06-2012	Site Photos (Exhibits C-1 through C-3)
Staff Report	Applicant’s Statement
Zoning Map	Notice of Public Hearing
Aerial Map	Notification List

## **SPECIAL CONDITIONS ZF 12-01**

1. The following Major Modifications shall only apply to the items below, which are depicted and enumerated as Numbers 1 through 8 on Exhibit “B”:
  - a. Addition of an 8-foot wide by 10-foot tall roll up door to the north elevation.
  - b. Installation of steel protection bollards in front of the roll up doors on the north and west elevations of the building.
  - c. Removal of existing windows on the north elevation of the building. The opening shall be back-filled with brick, and said brick shall be painted to match the building elevations.
  - d. Painting of the existing exterior wall & mansard roof on the north and east building elevations to match the remainder of the building elevations.
  - e. Replacement of the existing asphalt paving with concrete paving in accordance with City Design Standards for paving of parking areas.
  - f. Replacement of the existing wooden dumpster screening fence with a minimum 7-foot tall CMU dumpster screening wall with steel gates, which shall be constructed in accordance with the City’s Dumpster Screening Design Standards.
  - g. Removal of the existing door on the north elevation. The opening shall be back-filled with brick, and said brick shall be painted to match the building elevations.
  - h. Removal of the existing light fixtures mounted on top of the northwest and southwest corner of the building.

**City of Richardson  
Public Hearing Notice**

The Richardson City Council will conduct a public hearing at 7:30 p.m. on Monday, March 26, 2012, in the Council Chambers, Richardson Civic Center/City Hall, 411 W. Arapaho Road, to consider the following request.

**Zoning File 12-01**

Request by James Poen, representing Richardson Saw and Lawnmower for approval of major modifications of the West Spring Valley PD Planned Development Standards related to improvements to an existing non-conforming 7,933 square foot building and related site improvements for property located at 804 S Central Expressway, currently zoned PD Planned Development (West Spring Valley PD).

If you wish your opinion to be part of the record but are unable to attend, send a written reply prior to the hearing date to City Council, City of Richardson, P.O. Box 830309, Richardson, Texas 75083.

CITY OF RICHARDSON  
Pamela Schmidt, City Secretary

**EXCERPT  
CITY OF RICHARDSON  
CITY PLAN COMMISSION MINUTES – March 6, 2012**

**PUBLIC HEARING**

**Zoning File 12-01:** Consider and take necessary action on a request by James Poen, representing Richardson Saw and Lawnmower for approval of major modifications of the West Spring Valley PD Planned Development Standards related to improvements to an existing non-conforming 7,933 square foot building and related site improvements for property located at 804 S. Central Expressway. The property is currently zoned PD Planned Development.

Mr. Shacklett reported the applicant was requesting Major Modifications to the West Spring Valley PD Planned Development District (WSV PD) for a 7,933 square foot vacant building that was recently purchased by the owners of Richardson Saw and Lawnmower to allow for expansion of their current business that is located directly south of the building in question.

Mr. Shacklett noted that since the property was in the WSV PD there were strict regulations as to how a property could be developed, and if the development of the property did not meet those regulations, the property owner had the right to request a Major Modification. He added that the applicant was requesting nine Major Modifications to the site which included:

1. Addition of an 8-foot roll up door on the north side of the building
2. Addition of steel bollards adjacent to the roll up doors for security
3. Removal of the existing windows on the north side of the building and replace with brick
4. Paint exterior walls and mansards on north and east elevations to match the west and south elevations
5. Remove existing asphalt paving and replace with new concrete paving
6. Remove existing wood dumpster screen and replace with 7-foot CMU screening wall
7. Remove existing door on north side of building and infill with brick and paint
8. Remove existing roof-mounted light fixtures at the northwest and southwest corner of the building
9. Add new fluorescent strip light fixtures to existing soffit

Mr. Shacklett concluded his presentation by stating that if the Commission and City Council approved the requested modifications, a list of the modifications, along with Exhibit B, would be attached to the ordinance.

Commissioner Bouvier asked how many requests for modifications had been received since the passage of the WSV PD ordinance. He also wanted to know if the current request was approved, would the applicant be required to make the modifications.

Mr. Shacklett replied the current application was the first, and Mr. Chavez said the applicant would be allowed to make the modifications, but not required to make them.

With no further questions for staff, Vice Chair Hammond opened the public hearing.

Mr. James Poen, representing Richardson Saw and Lawnmower, 3012 Spring Branch Drive, Richardson, Texas, stated he had purchased the building because it was located next to their current business and explained the requested modifications would replace damaged and decaying windows and doors, in addition to painting and updating some of the light fixtures.

Commissioner DePuy thanked the applicant for being a good corporate citizen and complimented him on the proposed modifications.

Commissioner Bright asked what activities would be taking place inside the new building.

Mr. Poen replied there would be some retail, but their goal was to make the area more aesthetically pleasing and reduce the traffic around their business and the adjoining businesses by moving some of the products and repairs into the new building. He added that they also wanted to remove the existing asphalt and replace it with concrete so the parking lot could better hold the weight of the semi-trucks delivering products at the new building.

Vice Chair Hammond asked if the applicant would continue to use the existing building.

Mr. Poen replied that the existing building would be the main retail and service center.

No other comments were made in favor or opposition and Vice Chair Hammond closed the public hearing.

Commissioner Hand said he felt replacing the existing lighting with the same product was not in keeping with the spirit of the ordinance and suggested the applicant go with a compact fluorescent or a different type of surface mounted lighting for the building.

**Motion:** Commissioner DePuy made a motion to recommend approval of ZF 12-01 with the inclusion of the listed special conditions; second by Commissioner Frederick.

Commissioner Hand asked to revisit special condition 1(i) regarding fluorescent lights and remove it from the motion.

Commissioner DePuy said she was not opposed to the suggestion, but wanted to check with the applicant to see if some other types of lighting could be used on the building.

Mr. Poen said he could add recess lights in lieu of the strip fluorescent fixtures, but was worried it might not meet the WSV standards. He also wanted to know if the Commission would like to see lighting that was less obtrusive.

Mr. Shacklett replied that if the applicant wanted to use something different, they could use lighting that conformed with the PD regulations such as LED, incandescent, metal Halide or halogen lighting.

Mr. Hand replied that a product that was recessed and matched what was on the applicant's current building would be acceptable.

Mr. Poen felt recessed lighting would work well, but wanted the Commission to know that would increase the number of lights to approximately every 4 feet.

Commissioner Hand acknowledged that he was asking for more lighting and read from the staff report “The Major Modification was required because the district did not allow fluorescent lighting, except for fluorescent bulbs in standard light sockets...” and assumed that included recessed and soffit lighting.

Mr. Shacklett replied that Mr. Hand’s assumption was correct.

Mr. Poen stated that it was his intention to remove the outdated electrical system and replace it with an updated version and he would be amiable to whatever the Commission preferred to see.

Commissioner DePuy said she would amend the motion to remove item 1(i) from the special conditions. Commissioner Frederick concurred with the amendment.

Commissioner Maxwell pointed out that staff’s comments stated “...the proposed modifications would not be applicable to future additions or to future redevelopment of the site”, but that statement was not included in the motion. He wanted to know if it was already covered in other City ordinances.

Mr. Shacklett replied that item 1 of the special conditions referred to an attached site plan that would govern the changes allowed to the building.

With no further comments, Vice Chair Hammond called for the vote. The motion passed 7-0.



## Staff Report

**TO:** City Council  
**THROUGH:** Michael Spicer, Director of Development Services **MS**  
**FROM:** Sam Chavez, Assistant Director – Development Services **SC**  
**DATE:** March 22, 2012  
**RE:** **Zoning File 12-01:** Richardson Saw & Lawnmower – Major Modification

### REQUEST:

Approval of major modifications to the development standards of the West Spring Valley Planned Development District for building and site improvements related to an existing non-conforming 7,933-square foot building and 0.66-acre site located at 804 S. Central Expressway; north of Spring Valley Road, on the west side of Central Expressway.

### APPLICANT/PROPERTY OWNER:

James Poen – Richardson Saw & Lawnmower/James Poen – JBZ Asset Management, L.P.

### ADJACENT ROADWAYS:

**Central Expressway:** Freeway/Turnpike; 250,000 vehicles per day on all lanes, northbound and southbound, south of Campbell Road (2010).

### SURROUNDING LAND USE AND ZONING:

**North:** Retail/Commercial; PD Planned Development (West Spring Valley PD)  
**South:** Retail/Commercial; PD Planned Development (West Spring Valley PD)  
**East:** Retail/Commercial; PD Planned Development (West Spring Valley PD)  
**West:** Office; PD Planned Development (West Spring Valley PD)

### FUTURE LAND USE PLAN:

*The site is located in the West Spring Valley Corridor PD, which was approved in June 2011. The District was adopted as part of the West Spring Valley Corridor Reinvestment Strategy and established a pedestrian-oriented district with an infrastructure of streets and buildings that are flexible in terms of use to attract ongoing reinvestment.*

### Future Land Uses of Surrounding Area:

North: Enhancement/Redevelopment  
South: Enhancement/Redevelopment  
East: Enhancement/Redevelopment

West: Enhancement/Redevelopment

**EXISTING ZONING:**

PD Planned Development (Ordinance No. 3839).

**TRAFFIC/ INFRASTRUCTURE IMPACTS:**

The proposed improvements will not have an impact on the surrounding roadway system or the existing utilities in the area.

**STAFF COMMENTS:**

**Background:**

The 7,933-square foot building was previously occupied by Four Seasons Sunroom and was purchased by the owner of Richardson Saw & Lawnmower in 2011. The current Richardson Saw & Lawnmower facility is located directly south of the subject site and can no longer support its growing business; therefore, they will be expanding their business on the subject site. The new facility will accommodate additional retail and office activities and no changes are proposed to building's footprint.

The proposed use for the subject property meets the definition of a "hardware store" as defined in the Comprehensive Zoning Ordinance. The subject property is located within Area B of the West Spring Valley Planned Development District (the District) which allows hardware stores that do not exceed 10,000 square feet per building by right.

Although the subject hardware store is allowed by right, the applicant is proposing to make several changes to the building's exterior and site that require approval of Major Modifications as defined in the District. In accordance with the District, a Major Modification may be approved by the City Council after recommendation from the Commission. A Major Modification includes changes to the District that are expressly identified as a major modification or any other modification that is not identified as a Minor Modification within the District.

The structure and its site elements are considered non-conforming; therefore, changes to the site and structure are prohibited unless the site is being brought into full compliance with the PD. Maintenance and repair of non-conforming site elements and structures are allowed, but since the applicant is proposing to make changes to site elements and the structure that are not considered maintenance or repair items, the approval of the following major modifications is required.

**Proposed Major Modifications:**

Overall, the applicant is requesting nine (9) major modifications for the subject property. Exhibit "B" reflects the proposed list and the location of where each change will occur. The following describes the proposed modifications and reasons for the request:

1. **Add an 8-foot roll up door on the north side of the building** – The addition of the roll up door accommodates the movement of merchandise in and out of the building.
2. **Add steel protection bollards at two (2) locations (north and west sides of the building) as indicated on Exhibit "B"** – The applicant is proposing to install the steel

3. **Remove the existing windows on the north side of the building and replace with brick** – The applicant feels the windows present security issues to the building due to their current state of disrepair and proposes to remove them and infill with brick as well as painting the brick to match the rest of the building.
4. **Paint existing exterior walls and mansards (north and east elevations) to match the west and south elevations** – The District allows repainting of structures if they were painted prior to the adoption of District’s development standards but only for maintenance or repair purposes. The previous owner started to paint the building in 2011, but never completed the building’s north and east elevations; therefore, they are not allowed to be painted and are required to remain in their natural brick finish. The applicant desires to finish painting the subject elevations to match the remainder of the building for aesthetic purposes.
5. **Remove existing asphalt paving and replace with new concrete paving** – The applicant is proposing to replace failing asphalt paving in three (3) areas on the site as depicted on Exhibit “B”. The City requested the applicant replace the asphalt with concrete at the southeast corner of the property. The applicant has agreed to do this as part of the other proposed site improvements.
6. **Remove the existing wooden dumpster screen with a new 7-foot tall CMU screening wall** – The applicant desires to replace the wooden screen with a masonry screening wall to comply with the City’s dumpster screening standards. A Major Modification is required since this is not considered maintenance or repair.
7. **Remove the existing door on the north side of the building and infill with brick** – The applicant is proposing to remove the existing door for security purposes. The area will be filled with brick and painted to match the remainder of the building.
8. **Remove existing light fixtures** – The applicant proposes to remove two (2) roof-mounted lights at the northwest and southwest corners of the building. He states the removal is for aesthetic purposes and because the lights provide no benefit for the business.
9. **Add new fluorescent strip light fixtures to the existing soffit** – The applicant is proposing to add ten (10) fluorescent light fixtures to provide an increased level of security and to meet today’s energy efficiency standards. The Major Modification is required because the District does not allow fluorescent lighting (except for fluorescent bulbs in standard light sockets) to be used for exterior lighting. **The City Plan Commission removed this condition as part of their approval recommendation.**

Should the Commission recommend approval of the applicant’s request, the proposed major modifications as conditioned below, will only apply to the items being requested as enumerated on Exhibit B. In addition, the proposed modifications will not be applicable to future additions or to future redevelopment of the site. At the time of redevelopment, the site would be required

to fully comply with the District standards or seek additional Major Modifications as permitted in the District.

**Correspondence:** As of this date, no correspondence has been received.

**Motion:** On March 6, 2012, the City Plan Commission recommended approval on a vote of 7-0 subject to the following special conditions. They recommended approval with the condition that item #9 listed above be removed.

Should the CPC recommend approval of the applicant's request as presented, the motion should include the following special conditions:

- 1) The following Major Modifications shall only apply to the items below, which are depicted and enumerated as Numbers 1 through 8 on Exhibit "B";
  - (a) Addition of an 8-foot wide by 10-foot tall roll up door to the north elevation.
  - (b) Installation of steel protection bollards in front of the roll up doors on the north and west elevations of the building.
  - (c) Removal of existing windows on the north elevation of the building. The opening shall be back-filled with brick, and said brick shall be painted to match the building elevations.
  - (d) Painting of the existing exterior wall & mansard roof on the north and east building elevations to match the remainder of the building elevations.
  - (e) Replacement of the existing asphalt paving with concrete paving in accordance with City Design Standards for paving of parking areas.
  - (f) Replacement of the existing wooden dumpster screening fence with a minimum 7-foot tall CMU dumpster screening wall with steel gates, which shall be constructed in accordance with the City's Dumpster Screening Design Standards.
  - (g) Removal of the existing door on the north elevation. The opening shall be back-filled with brick, and said brick shall be painted to match the building elevations.
  - (h) Removal of the existing light fixtures mounted on top of the northwest and southwest corner of the building.

# ZF 12-01

2537-A  
R-1100-M

S Floyd Rd

66-A

2264-A

3294-A

Central Exp y

3839  
PD

3487

2815-A  
2999-A  
SPL  
C-M

1030-A

**SUBJECT PROPERTY  
FOR ZONE CHANGE**

2815-A  
SPL  
C-M

2062-A

## ZF 12-01 Zoning Map

Updated By: belleg, Date: January 24, 2011  
File: D:\Mapping\Cases\Z\2012\ZF1201\ZF1201 zoning.mxd

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.





**ZF 1201**

**SUBJECT PROPERTY  
FOR ZONE CHANGE**

### ZF 1201 Aerial Map

Updated By: be lesg Date: January 24, 2012  
File: DS\Mapping\Cases\Z\2012\ZF1201\ZF1201\_ortho.mxd

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.





Refer to Exhibit B for  
Reference to  
Numbered Modifications

S Central Expy  
Frontage Road

Existing Richardson  
Saw & Lawnmower

Floyd Rd

Oblique Aerial Looking South



Refer to Exhibit B for  
Reference to  
Numbered Modifications

Floyd Rd

S Central Expy  
Frontage Road

5

8

2

9

8

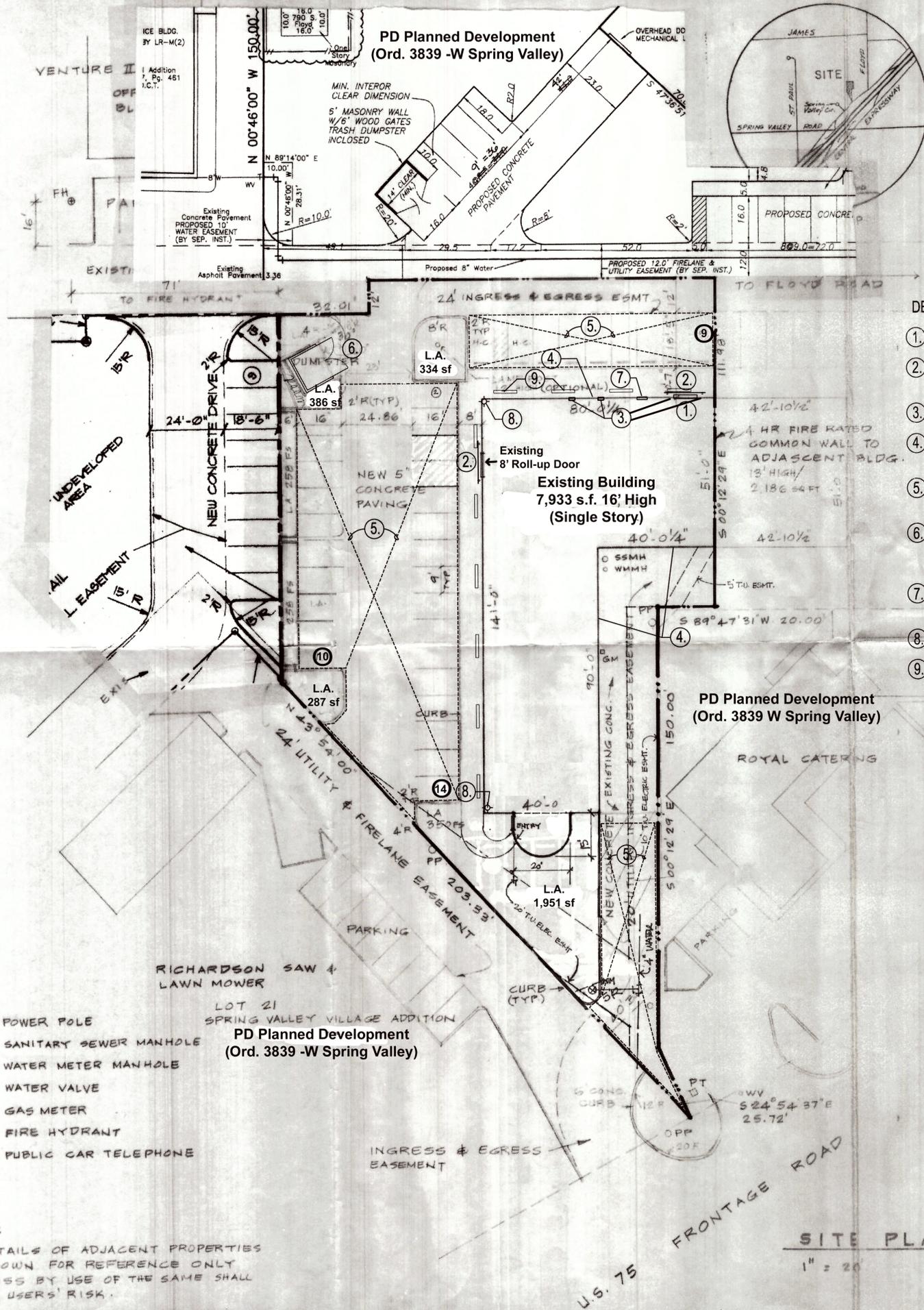
5

6

5

Existing Richardson  
Saw & Lawnmower

Oblique Aerial Looking East



DECEMBER 2011 SCOPE OF WORK

- ①. ADD 8'-0" ROLL UP DOOR.
- ②. ADD STEEL POSITIVE DRIVE THRU BOLLARD. 2 LOCATIONS.
- ③. REMOVE EXISTING WINDOWS, INFILL WITH BRICK.
- ④. PAINT EXISTING WALLS AND MANSARDS TO MATCH WALL ON WEST & SOUTH ELEVATIONS
- ⑤. REMOVE EXISTING ASPHALT PAVING AND REPLACE WITH NEW CONCRETE PAVING.
- ⑥. REMOVE EXISTING WOOD DUMPSTER SCREEN AND REPLACE WITH NEW 7'-0" TALL CMU WALL, W/ STEEL GATES. (Per City Standards)
- ⑦. REMOVE EXISTING DOOR, IN FILL WITH BRICK AND PAINT TO MATCH ADJACENT WALL.
- ⑧. REMOVE LIGHT FIXTURE. (2 LOCATIONS)
- ⑨. ADD NEW FLUORESCENT STRIP LIGHT FIXTURES TO EXISTING SOFFIT. 10 TOTAL FIXTURES.

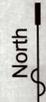
D. OWNER : James Poen, Principal  
 Richardson Saw & Lawnmower  
 802 South Central Expwy  
 Richardson, Texas 75080  
 Phone 972-235-2086

- LEGEND.
- PP POWER POLE
  - SSMH SANITARY SEWER MANHOLE
  - WMMH WATER METER MANHOLE
  - WV WATER VALVE
  - GM GAS METER
  - FH FIRE HYDRANT
  - PT PUBLIC CAR TELEPHONE

NOTE:  
 THE DETAILS OF ADJACENT PROPERTIES ARE SHOWN FOR REFERENCE ONLY. ANY LOSS BY USE OF THE SAME SHALL BE AT USERS' RISK.

Exhibit B - Part of Ordinance  
 ZONING EXHIBIT  
 ZF 12-01

SITE PLAN  
 1" = 20'

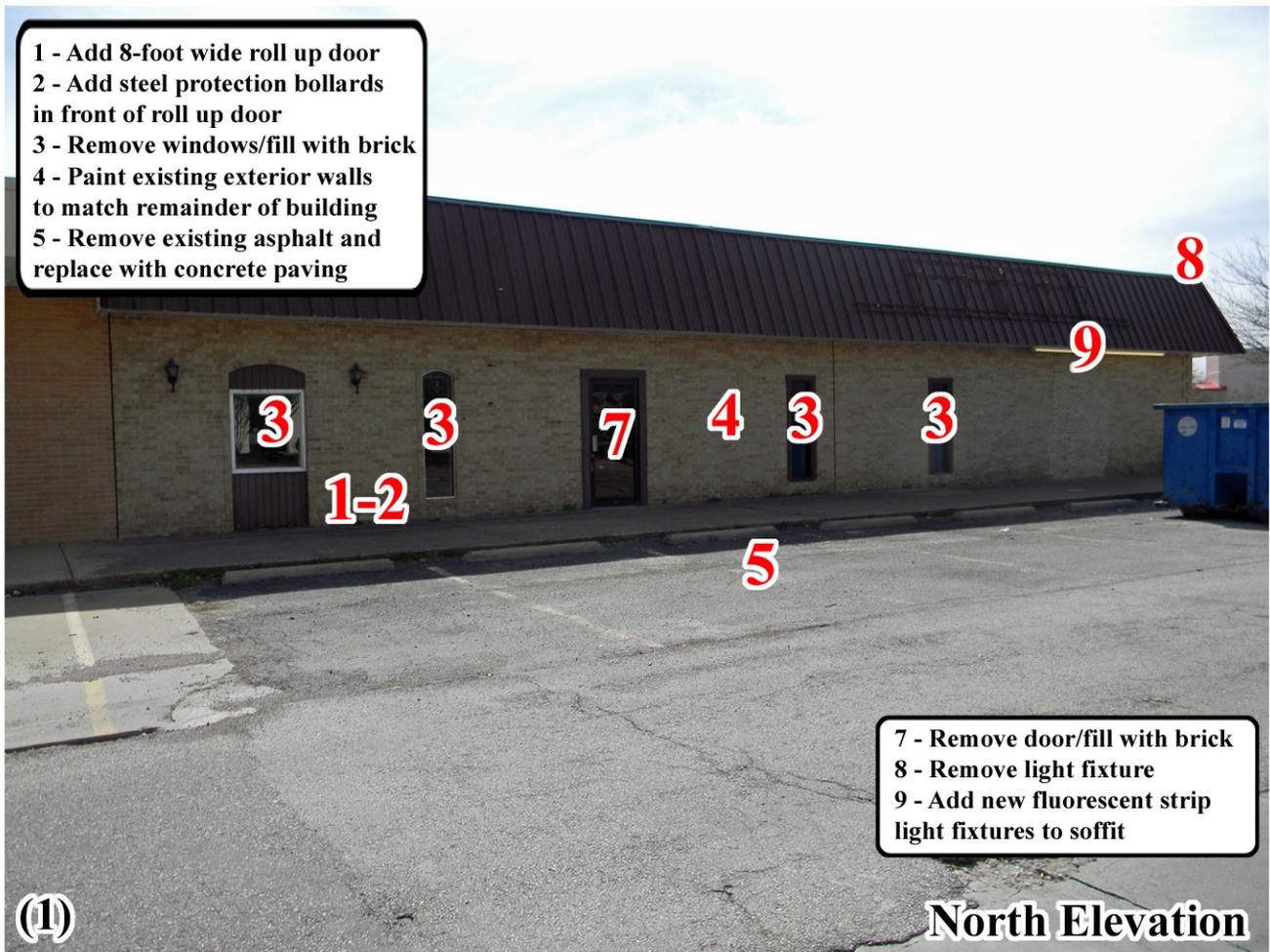


Service Department for:  
**RICHARDSON SAW & LAWNMOWER**  
 LOT 2 BLOCK A SPRING VALLEY VILLAGE ADDITION  
 RICHARDSON, TX 75080

DATE:	Feb. 24, 2012
01/03/2012	GENERAL
SHEET	S.1

804 S. Central

- 1 - Add 8-foot wide roll up door
- 2 - Add steel protection bollards in front of roll up door
- 3 - Remove windows/fill with brick
- 4 - Paint existing exterior walls to match remainder of building
- 5 - Remove existing asphalt and replace with concrete paving



- 7 - Remove door/fill with brick
- 8 - Remove light fixture
- 9 - Add new fluorescent strip light fixtures to soffit

(1)

**North Elevation**

**804 S Central Expy - February 2012**

- 2 - Add steel protection bollards in front of roll up door
- 5 - Remove existing asphalt and replace with concrete paving
- 8 - Remove light fixture
- 9 - Add new fluorescent strip light fixtures to soffit



(2)

**West Elevation**



6 - Remove existing wood screen and replace with 7-foot tall CMU screen wall with steel gates

6

(3)

Existing Dumpster Screen

804 S Central Expy - February 2012



9 - Add new fluorescent strip light fixtures to soffit

9

(4)

Lighting to be Replaced

Exhibit C-2



4 - Paint existing exterior walls to match remainder of building

(5)

Southeast Elevations

804 S Central Expy - February 2012



4 - Paint existing exterior walls to match remainder of building  
5 - Remove existing asphalt and replace with concrete paving

(6)

Looking North at South Elevation and Failing Driveway



January 16, 2012

City of Richardson Development Services Department  
411 W. Arapaho Road, Room 204  
Richardson, Texas 75080

RE: 804 S. Central Expressway Suite 804 Richardson, Texas 75080  
(Richardson Saw & Lawnmower) request for major modification in the West Spring Valley PD

To Whom It May Concern,

Please let this letter reflect the items that Richardson Saw & Lawnmower would like to get approved on our building located @ the above referenced address as listed below.

1. Add 8'0" wide x 10'0" tall roll up overhead door to North elevation of building.
2. Add steel protection bollards at (2) locations as indicated on drawing.
3. Close existing window & infill with new brick & paint to match existing.
4. Paint existing exterior walls & mansards to match walls on West & South elevations.
5. Remove existing asphalt parking lots in (3) areas with new concrete as indicated on drawing.
6. Remove existing wooden dumpster screen & replace with new CMU walls & steel gates painted to match building concept.
7. Close existing door & infill with new brick & paint to match existing.
8. Remove light fixtures. (Two locations)
9. Add new fluorescent strip fixtures to existing soffit. (10 Total Fixtures)

\*Roof is in progress of being replaced because it is beyond repair after inspection was done.

If you have any questions or need further information, please call me at 972-235-2086.

Thank you.

James Poen  
Richardson Saw & Lawnmower



# Notice of Public Hearing

## City Plan Commission • Richardson, Texas

An application has been received by the City of Richardson for a:

### MAJOR MODIFICATION

**File No./Name:** ZF 12-01 / Richardson Saw & Lawnmower  
**Property Owner:** James Poen / JBZ Asset Management L.P.  
**Applicant:** James Poen / Richardson Saw & Lawnmower  
**Location:** 804 S. Central Expressway (See map on reverse side)  
**Current Zoning:** PD Planned Development (West Spring Valley PD)  
**Request:** Major modifications of the West Spring Valley PD Planned Development Standards related to improvements to an existing non-conforming, 7,933-square foot building and related site improvements for property located at 804 S Central Expressway. The property is currently zoned PD Planned Development (West Spring Valley PD).

The City Plan Commission will consider this request at a public hearing on:

**TUESDAY, MARCH 6, 2012**  
**7:00 p.m.**  
**City Council Chambers**  
**Richardson City Hall, 411 W. Arapaho Road**  
**Richardson, Texas**

*This notice has been sent to all owners of real property within 200 feet of the request; as such ownership appears on the last approved city tax roll.*

**Process for Public Input:** A maximum of 15 minutes will be allocated to the applicant and to those in favor of the request for purposes of addressing the City Plan Commission. A maximum of 15 minutes will also be allocated to those in opposition to the request. Time required to respond to questions by the City Plan Commission is excluded from each 15 minute period.

Persons who are unable to attend, but would like their views to be made a part of the public record, may send signed, written comments, referencing the file number above, prior to the date of the hearing to: Dept. of Development Services, PO Box 830309, Richardson, TX 75083.

*The City Plan Commission may recommend approval of the request as presented, recommend approval with additional conditions or recommend denial. Final approval of this application requires action by the City Council.*

**Agenda:** The City Plan Commission agenda for this meeting will be posted on the City of Richardson website the Saturday before the public hearing. For a copy of the agenda, please go to: <http://www.cor.net/DevelopmentServices.aspx?id=13682>.

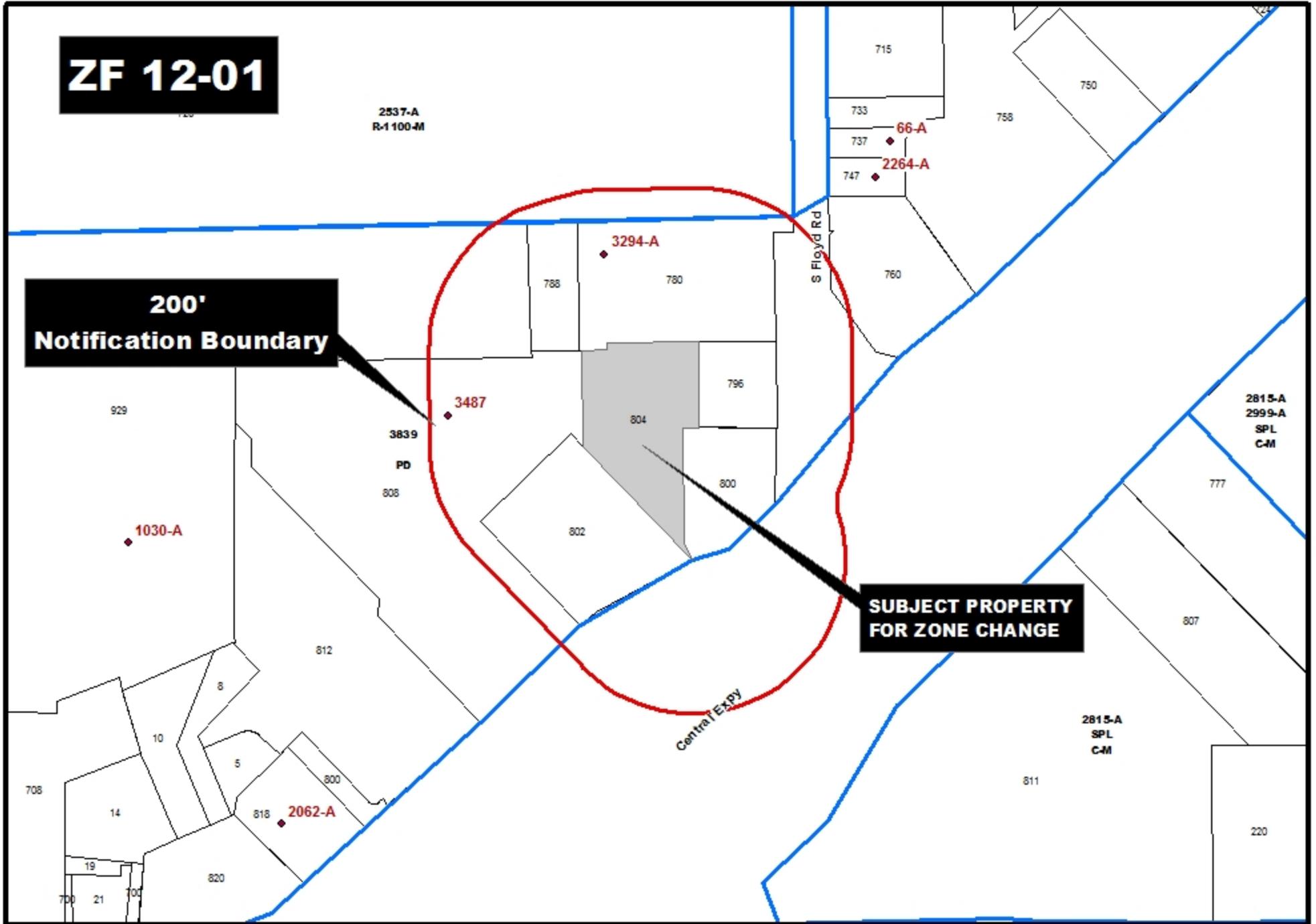
For additional information, please contact the Dept. of Development Services at 972-744-4240 and reference Zoning File number ZF 12-01.

Date Posted and Mailed: 02/24/12

# ZF 12-01

2537-A  
R-1100-M

**200'  
Notification Boundary**



**SUBJECT PROPERTY  
FOR ZONE CHANGE**

## ZF 12-01 Notification Map

Updated By: belleg, Date: January 24, 2012  
File: D:\Mapping\Cases\Z\2012\ZF1201\ZF1201 notification.mxd

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



ST PAUL THE APOSTLE  
CATHOLIC CHURCH  
3915 LEMMON AVE  
DALLAS, TX 75219-3735

760 10233 CE LTD  
% LOUIS H LEBOWITZ  
4311 W LOVERS LN # 200  
DALLAS, TX 75209-2803

BARGER JOHN EDWARD  
780 S FLOYD RD  
RICHARDSON, TX 75080-7403

POEN RONALD W & ANGELA  
802 S CENTRAL EXPY  
RICHARDSON, TX 75080-7413

CENTRE SQUARE  
JOINT VENTURE  
1225 DUBLIN RD  
COLUMBUS, OH 43215-1024

ZAVERI IMTIAZ A  
796 S FLOYD RD  
RICHARDSON, TX 75080-7403

JBZ ASSET MANAGEMENT LP  
810 S CENTRAL EXPY  
RICHARDSON, TX 75080-7416

SERVICE KING PAINT & BODY  
808 S CENTRAL EXPY  
RICHARDSON, TX 75080-7413

NOWAK JAMES E & CHERYL J  
2406 CLUB CREEK BLVD  
GARLAND, TX 75043-1467

**JAMES POEN  
JBZ ASSET MANAGEMENT, L.P.  
788 S FLOYD ROAD  
RICHARDSON, TX 75080**

**JAMES POEN  
RICHARDSON SAW & LAWNMOWER  
788 S FLOYD ROAD  
RICHARDSON, TX 75080**

**ZF 12-01  
Notification List**

**ORDINANCE NO. 3858**

**AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF RICHARDSON, AS HERETOFORE AMENDED, SO AS TO GRANT A CHANGE IN ZONING FOR A 4.71-ACRE TRACT FROM C-M COMMERCIAL WITH SPECIAL CONDITIONS TO I-M(1) INDUSTRIAL WITH SPECIAL CONDITIONS, FOR A 3.49-ACRE TRACT BEING A PORTION OF THE 4.71 ACRE TRACT DESCRIBED IN EXHIBIT “A-1”, AND A CHANGE FROM C-M COMMERCIAL WITH SPECIAL CONDITIONS TO C-M COMMERCIAL FOR A 1.22-ACRE TRACT, BEING A PORTION OF THE 4.71 ACRE TRACT DESCRIBED IN EXHIBIT “A-2”, AND TO GRANT A SPECIAL PERMIT FOR A SELF-SERVICE WAREHOUSE WITH SPECIAL CONDITIONS ON SAID 3.49-ACRE TRACT OF LAND, BEING FURTHER DESCRIBED IN EXHIBITS “A-1” AND “A-2”; 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 (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE. (ZONING FILE 12-02).**

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

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

**SECTION 1.** That the Comprehensive Zoning Ordinance and Zoning Map of the City of Richardson, Texas, duly passed by the governing body of the City of Richardson on the 5<sup>th</sup> day of June, 1956, as heretofore amended, be, and the same is hereby amended so as to grant a change in zoning for a 4.71-acre tract from C-M Commercial with special conditions to I-M(1) Industrial with special conditions, for a 3.49-acre tract being a portion of the 4.71 acre tract described in Exhibit “A-1” and a change from C-M Commercial with special conditions to C-M Commercial, for a 1.22-acre tract being a portion of the 4.71 acre tract described in Exhibit “A-2”, and to grant a Special Permit for a self-service warehouse with special conditions on the

3.49-acre tract of land, all tracts being further described in Exhibits “A-1” and “A-2” attached hereto and made a part hereof for all purposes.

**SECTION 2.** That the change in zoning and Special Permit for a self-service warehouse for the 3.49 acre tract, being a portion of the 4.71 acre tract, are hereby granted subject to the following special conditions:

1. The 3.49-acre tract of land, described on Exhibit A-1, shall be zoned to the I-M(1) Industrial District with a Special Permit for a self-service warehouse and shall be developed and used in accordance with the zoning regulations for the C-M Commercial District, subject to the following special conditions:
  - a. The self-service warehouse shall be constructed in substantial conformance with the Concept Plan attached as Exhibit “B”, and which is hereby approved.
  - b. Unless renewed as provided herein, the Special Permit and any approved site plan or Concept Plan is conditionally granted for a term of twenty (20) years from the date of passage of this ordinance and shall automatically terminate when the time limit expires. The Special Permit may be renewed for two (2) additional time periods of five (5) years each upon submittal of a new application by the property owner or representative in compliance with the procedure for a change in zoning district classification at least 180 days prior to the date of the termination of the current special permit time period.
  - c. The minimum setback along the north property line for the 65,000 square foot existing building, as depicted on the Concept Plan, shall be twenty (20) feet.
  - d. All outdoor storage and display is prohibited.
  - e. Outdoor wall mounted lighting shall be limited to wall sconces with shields, mounted at a maximum height of eight (8) feet.
  - f. The use of the property shall be restricted to a self-service warehouse in conformance with the Concept Plan and uses allowed in the C-M Commercial District.
2. The balance of the 4.71-acre tract of land (1.22 acres) shall be zoned to the C-M Commercial District and shall be developed and used in accordance with the zoning regulations for the C-M Commercial District.

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

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

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

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

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

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

**DULY PASSED** by the City Council of the City of Richardson, Texas, on the 26th day of March, 2012.

**APPROVED:**

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**MAYOR**

**APPROVED AS TO FORM:**

**CORRECTLY ENROLLED:**

---

**CITY ATTORNEY**  
(PGS:3-21-12:TM 54633)

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**CITY SECRETARY**

**EXHIBIT "A-1"**  
**LEGAL DESCRIPTION**  
**ZF 12-02**

BEING A PART OF LOT 2B, OF NORTHRICH VILLAGE NUMBER 2 ADDITION, AN ADDITION TO THE CITY OF RICHARDSON, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN COUNTY CLERK'S FILE NO. 201000329149, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN "X" FOUND FOR CORNER AT THE NORTHWEST CORNER OF SAID LOT 2B;

THENCE NORTH 90°00'00" EAST ALONG A NORTH LINE OF SAID LOT 2B, A DISTANCE OF 503.89 FEET TO A POINT FOR CORNER AT AN ANGLE POINT THEREIN, FROM WHICH A 1/2" IRON ROD FOUND FOR REFERENCE BEARS SOUTH 26°50'53" EAST, A DISTANCE OF 0.48 FEET;

THENCE SOUTH 56°29'00" EAST CONTINUING ALONG A NORTH LINE OF SAID LOT 2B, A DISTANCE OF 79.05 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE NORTH 90°00'00" EAST CONTINUING ALONG A NORTH LINE OF SAID LOT 2B, A DISTANCE OF 40.00 FEET TO A 1/2" IRON ROD FOUND FOR CORNER AT THE NORTHEAST CORNER THEREOF;

THENCE SOUTH 00°00'00" EAST ALONG THE EAST LINE OF SAID LOT 2B, A DISTANCE OF 295.92 FEET TO AN "X" SET FOR CORNER AT THE SOUTHEAST CORNER THEREOF;

THENCE SOUTH 90°00'00" WEST ALONG A SOUTH LINE OF SAID LOT 2B, A DISTANCE OF 60.94 FEET TO AN "X" FOUND FOR CORNER;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 30.65 FEET TO AN "X" SET FOR CORNER;

THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 115.33 FEET TO AN "X" SET FOR CORNER;

THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 16.46 FEET TO AN "X" SET FOR CORNER;

THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 224.28 FEET TO A POINT FOR CORNER;

THENCE NORTH 43°35'00" WEST, A DISTANCE OF 54.04 FEET TO AN "X" FOUND FOR CORNER AT THE SOUTHEAST CORNER OF LOT 3, NORTHRICH VILLAGE NO. 2, AN ADDITION TO THE CITY OF RICHARDSON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 94079, PAGE 757, MAP RECORDS OF DALLAS COUNTY, TEXAS;

THENCE NORTH 00°00'00" WEST ALONG A WEST LINE OF SAID LOT 2B AND THE EAST LINE OF SAID LOT 3, A DISTANCE OF 201.74 FEET TO A 1/2" IRON ROD FOUND FOR CORNER AT THE NORTHEAST CORNER THEREOF;

THENCE SOUTH 90°00'00" WEST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 172.00 FEET TO A POINT FOR CORNER AT THE NORTHWEST CORNER THEREOF;

THENCE NORTH 00°00'00" WEST ALONG THE MOST NORTHERN WEST LINE OF SAID LOT 2B, A DISTANCE OF 84.50 FEET TO THE PLACE OF BEGINNING AND CONTAINING 152,040 SQUARE FEET OR 3.490 ACRES OF LAND

**EXHIBIT "A-2"**  
**LEGAL DESCRIPTION**  
**ZF 12-02**

BEING PART OF LOT 2B, OF NORTHRICH VILLAGE NUMBER 2 ADDITION, AN ADDITION TO THE CITY OF RICHARDSON, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN COUNTY CLERK'S FILE NO. 201000329149, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN "X" FOUND FOR CORNER AT THE SOUTHWEST CORNER OF LOT 3, OF NORTHRICH VILLAGE NO. 2, AN ADDITION TO THE CITY OF RICHARDSON, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 94079, PAGE 757, MAP RECORDS OF DALLAS COUNTY, TEXAS;

THENCE NORTH 00°00'00" WEST ALONG THE MOST SOUTHERN WEST LINE OF SAID LOT 2B, A DISTANCE OF 73.36 FEET TO AN "X" FOUND FOR CORNER;

THENCE NORTH 90°00'00" EAST ALONG THE MOST EASTERN SOUTH LINE OF SAID LOT 3, A DISTANCE OF 148.15 FEET TO AN "X" FOUND FOR CORNER AT THE SOUTHEAST CORNER THEREOF;

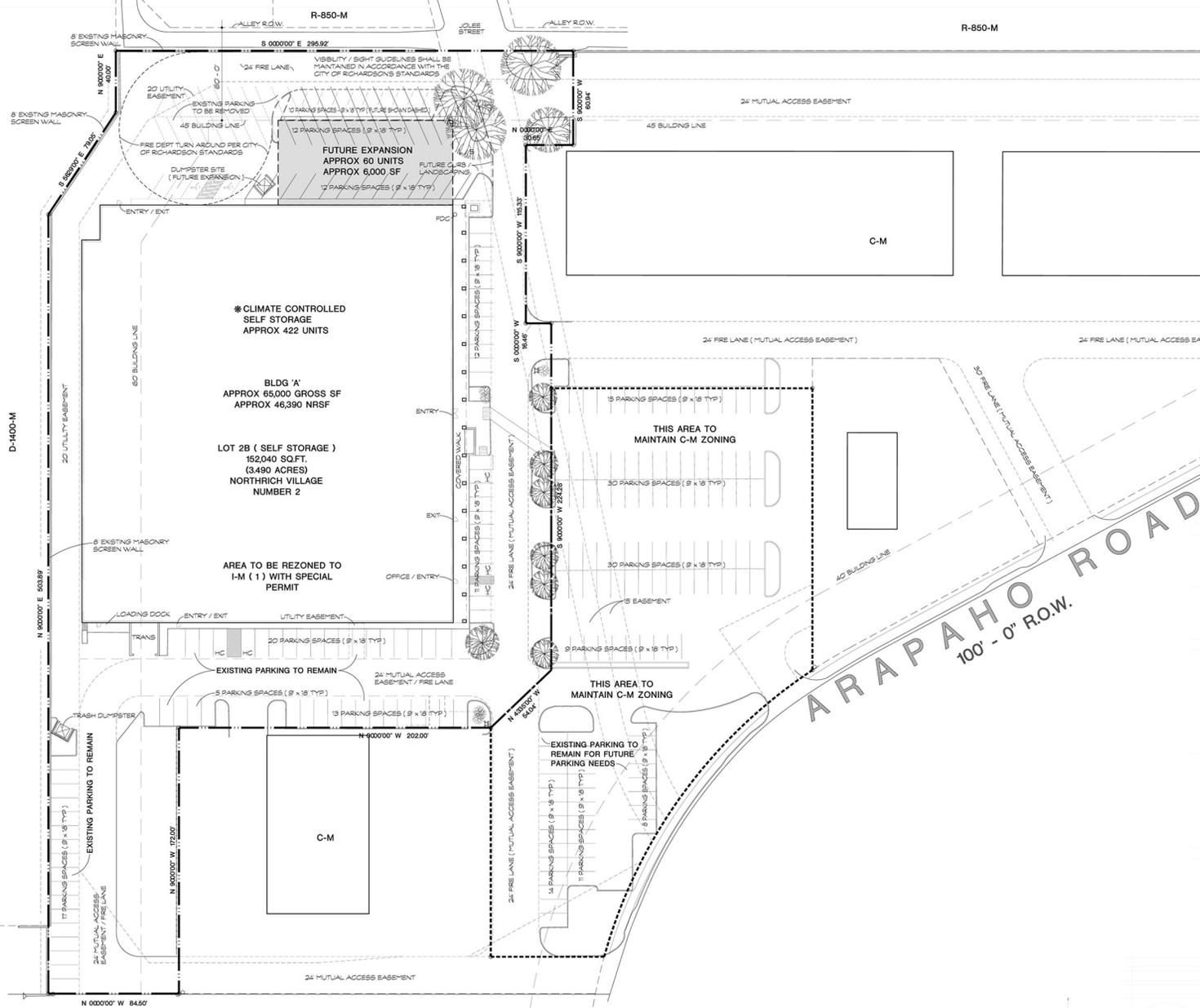
THENCE SOUTH 43°35'00" EAST, A DISTANCE OF 54.04 FEET TO A POINT FOR CORNER;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 182.28 FEET TO A 1/2" IRON ROD FOUND FOR CORNER AT THE A NORTHWEST CORNER OF LOT 4A OF SAID NORTHRICH VILLAGE NUMBER 2 ADDITION;

THENCE SOUTH 00°00'00" WEST ALONG THE MOST SOUTHERN EAST LINE OF SAID LOT 2B, A DISTANCE OF 168.98 FEET TO AN "X" FOUND FOR CORNER AT THE MOST SOUTHERN SOUTHEAST CORNER THEREOF;

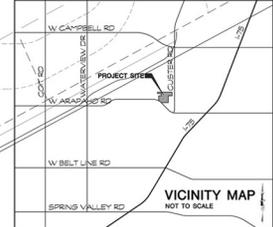
THENCE SOUTH 90°00'00" WEST ALONG THE MOST SOUTHERN LINE OF SAID LOT 2B, A DISTANCE OF 182.28 FEET TO A 1/2" IRON ROD FOUND FOR CORNER AT THE MOST SOUTHERN SOUTHWEST CORNER THEREOF AND BEING IN THE NORTHEAST RIGHT-OF-WAY LINE OF ARAPAHO ROAD (100' RIGHT-OF-WAY), SAID POINT ALSO BEING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 326.57 FEET, A CENTRAL ANGLE OF 41°05'21", AND A CHORD WHICH BEARS NORTH 53°59'19" WEST, A DISTANCE OF 229.21 FEET;

THENCE IN A NORTHWESTERLY DIRECTION ALONG THE CURVING NORTHEAST RIGHT-OF-WAY LINE OF SAID ARAPAHO ROAD, AN ARC DISTANCE OF 234.20 FEET TO THE PLACE OF BEGINNING AND CONTAINING 52,973 SQUARE FEET OR 1.216 ACRES OF LAND



**SITE INFORMATION**

- AREAS TO BE LANDSCAPED
- EXISTING TREE TO REMAIN
- EXISTING ORNAMENTAL TREE / SHRUB TO REMAIN
- NEW TREES



**LOT RECAPITULATION**

LOT	TOTAL LOT AREA	PORTION TO BE REZONED
LOT 2B	204,980 SF / 4.71 AC	152,040 SF / 3.49 AC

**LANDSCAPING AT LOT 2B**

	EXISTING	PROPOSED
EXISTING LANDSCAPING	18,860 SF / 204,980 SF = 0.2% (EXISTING TO REMAIN)	
FUTURE LANDSCAPING	18,110 SF / 204,980 SF = 0.8% (FUTURE EXPANSION)	

**LOT 2B ( SELF STORAGE ) - BUILDING RECAPITULATION**

	EXISTING	PROPOSED
INTERIOR CLIMATE CONTROLLED - SELF STORAGE ( OFFICE + 800 SF )		422 UNITS
PROPOSED NET RENTABLE SF	48,390 NRSF	482 UNITS
WITH FUTURE EXPANSION	52,390 NRSF	482 UNITS

**SITE INFORMATION - LOT 2B ( SELF STORAGE )**

	EXISTING	PROPOSED	FUTURE EXPANSION
ZONING:	C - M	LM (1) W/ SF FOR SELF-STOR W/H	LM (1) W/ SF FOR SELF-STOR W/H
FAR:	65,000 / 152,040 = 0.43 : 1	71,000 / 152,040 = 0.47 : 1	71,000 / 152,040 = 0.47 : 1
BLDG HT:	MAX 1 - STORY / 25' - 0"	MAX 1 - STORY / 25' - 0"	MAX 1 - STORY / 25' - 0"
SETBACKS:	FRONT: 40' ALONG ARAPAHO	FRONT: 40' ALONG ARAPAHO	FRONT: 40' ALONG ARAPAHO
	EAST + 60' (TO INCLUDE ALLEY R.O.W.)	EAST + 60' (TO INCLUDE ALLEY R.O.W.)	EAST + 60' (TO INCLUDE ALLEY R.O.W.)
	REAR + 20'	REAR + 20'	REAR + 20'

\*VAR TO ALLOW REAR OF BLDG W/ IN 80' OPEN SPACE / SCREENING REQ ADJ TO RES DISTRICTS

**PARKING RECAP: LOT 2B ( SELF STORAGE )**

	REQUIRED
PARKING RATIO:	1 PER 20 UNITS + 1 / 250 SF FOR OFFICE ( 800 SF )
PARKING CALC - REQUIRED:	422 UNITS / 20 + 2 + 4 ( OFFICE ) = 28 SPACES
PARKING PROVIDED:	112 SPACES ( EXISTING TO REMAIN )
PARKING CALC - FUTURE EXP:	482 UNITS / 20 + 2 + 4 ( OFFICE ) = 28 SPACES
PARKING PROVIDED - FUTURE EXP:	88 SPACES ( FUTURE EXPANSION )

**CITY SIGNATURE BLOCK**

**Exhibit B - Part of Ordinance**  
ZF 12-02 ZONING EXHIBIT - CONCEPTUAL PLAN - 2-13-2012

PROJECT NO: 201202  
 DESIGNER: W.A. WALKER ARCHITECTS  
 DATE: 02/13/2012  
 UPDATED: 02/13/2012  
 REVISION: 02/13/2012  
 BOARD: 02/13/2012

THE ADDITIONS AND ALTERATIONS TO:  
**NORTHRICH ARAPAHO REDEVELOPMENT**  
 6300 W. ARAPAHO ROAD  
 RICHARDSON, TEXAS  
**FOR: MR. HOWARD LAWSON**  
 CITY MANAGER, CITY OF RICHARDSON, TEXAS  
 PHONE (972) 687-3608 FAX (972) 687-6868

**HKI ARCHITECTS**  
 PAUL OLIVER ARCHITECTS, INC. - FULLY LICENSED ARCHITECTS  
 10000 W. ARAPAHO ROAD, SUITE 100, RICHARDSON, TEXAS 75081  
 PHONE (972) 687-3608 FAX (972) 687-6868

SHEET NUMBER  
**A1**  
1 OF 1

**A ZONING EXHIBIT - CONCEPT PLAN - CITY OF RICHARDSON, TEXAS**  
1:30 = 1"



THIS DOCUMENT IS RELEASED FOR PRELIMINARY REVIEW ONLY AND IS NOT TO BE USED FOR BIDDING, PERMIT OR FOR CONSTRUCTION PURPOSES.

CITY OF RICHARDSON

TO: Bill Keffler - City Manager  
THRU: Kent Pfeil - Director of Finance  
FROM: Pam Kirkland - Purchasing Manager  
SUBJECT: Bid Initiation Request # 37-12  
DATE: March 20, 2012

Request Council approval to initiate bids for the following:

Demolition of the Former 36-Unit Apartment Complex known as the Willows

Proposed Council approval date: March 26, 2012  
Proposed advertising dates: March 28, 2012 & April 4, 2012  
Proposed bid due date: Tuesday, April 17, 2012 – 3:00 p.m.  
Proposed bid opening date: Tuesday, April 17, 2012 – 3:30 p.m.  
Engineer's estimated total cost: \$216,860  
Account: 2012 CO Bonds



Pam Kirkland, CPPO, CPPB  
Purchasing Manager



Kent Pfeil  
Director of Finance



Date

Approved: \_\_\_\_\_  
Bill Keffler  
City Manager

\_\_\_\_\_ Date



# MEMO

TO: Bill Keffler, City Manager  
THROUGH: David Morgan, Assistant City Manager   
FROM: Don Wagner, Director of Community Services   
SUBJECT: Permission to Advertise Bid #37-12  
Demolition of the Former 36-Unit Apartment Complex Known as the  
Willows  
DATE: March 16, 2012

## BACKGROUND INFORMATION:

This project consists of pre-demolition asbestos abatement and demolition of the former apartment complex located at 116 S. Bowser, including complete demolition of the structure, foundation elements, pavement, removal of all debris and other miscellaneous appurtenances.

## FUNDING:

Funding is provided from 2012 CO Bonds.

## SCHEDULE:

Community Services plans to begin construction June 2012 and be completed by August 2012.

Cc: Stephanie Pennington, Senior Building Inspector  
Office\Agenda\Executive\Adv\DemolitionTheWillows

 3/16/12

**NOTICE TO CONTRACTORS  
CITY OF RICHARDSON**

**Demolition of the Former 36-Unit Apartment  
Complex Known as the Willows**

**BID #37-12**

Sealed Bids addressed to the Purchasing Manager, of the City of Richardson, Texas, will be received at the Office of the City Purchasing Department, Suite 101, City Hall, 411 West Arapaho Road, Richardson, Texas, until **Tuesday at 3:00 p.m. on April 17, 2012**, and will be opened and read aloud in the **Capital Projects Conference Room 206**, 30 minutes later that same day, for furnishing all labor, materials, tools and equipment, and performing all work required including all appurtenances for this project:

**Pre-demolition asbestos abatement and demolition of the former apartment complex located at 116 S. Bowser, including complete demolition of the structure, foundation elements, pavement, removal of all debris and other miscellaneous appurtenances.**

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

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

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

**A maximum of Sixty (60) calendar days will be allowed for construction.**

One set of plans, specifications and Bid documents may be secured from the Office of the City Engineer, Capital Projects Department in Room 204, of the Richardson Civic Center/City Hall, 411 West Arapaho Road, Richardson, Texas, **beginning at 12:00 p.m. on Tuesday, March 27, 2012** upon receipt of a **NON-REFUNDABLE FEE OF Fifty Dollars (\$50.00)** per set, payable to the City of Richardson, accompanied by the contractor's name, address, phone number, email address and FAX number.

A voluntary pre-bid conference will be held **Tuesday, April 10, 2012 at 10:00 am in the Capital Projects Conference Room 206, Richardson Civic Center/City Hall. A site visit will follow.**

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

**PROPOSED PROJECT SCHEDULE**  
**Demolition of the Former 36-Unit Apartment**  
**Complex Known as the Willows**  
**Bid #37-12**

Agenda Paperwork to Advertise	Friday, March 16, 2012
Council Authorization to Advertise	Monday, March 26, 2012
Plans/Specs Available for Contractors	Tuesday, March 27, 2012
Advertise in Dallas Morning News	Wednesday, March 28, 2012
Advertise in Dallas Morning News	Wednesday, April 4, 2012
Pre Bid Meeting (10:00 am Room 206)	Tuesday, April 10, 2012
Bids Received/Opened (@ 3:00 open @ 3:30 Room 206)	Tuesday, April 17, 2012
Agenda Paperwork to Award Contract	Friday, May 4, 2012
Council to Award Contract	Monday, May 14, 2012
Pre-Construction Meeting	Tuesday, May 29, 2012
Project Start	~ Mid June 2012
Project 60 Calendar Days	~ Mid August 2012

*Project Manager: Don Magner*  
*Engineer's Estimate: \$216,860*  
*Funding is provided from 2012 CO Bonds*



**DEMOLITION OF THE FORMER 36-UNIT APARTMENT  
COMPLEX KNOWN AS THE WILLOWS  
SPRING 2012**



**CITY OF  
RICHARDSON  
TEXAS**





# MEMO

**DATE:** March 19, 2012  
**TO:** Kent Pfeil – Director of Finance  
**FROM:** Pam Kirkland – Purchasing Manager *Pam*  
**SUBJECT:** Award of Bid #23-12 for an annual requirements contract for aggregate flex base material to Big City Crushed Concrete pursuant to unit prices

**Proposed Date of Award: March 26, 2012**

I concur with the recommendation of Ron Tower – Street Superintendent, and request permission to issue an annual requirements contract for aggregate flex base material to Big City Crushed Concrete pursuant to unit prices bid, as per the attached tabulation.

The term of the contract is twelve (12) months with options for four (4) additional twelve (12) month renewal periods, if agreeable by both parties. The award of this contract allows the city to use the aggregate flex base 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 aggregate flex base, payment will be rendered pursuant to the unit prices bid.

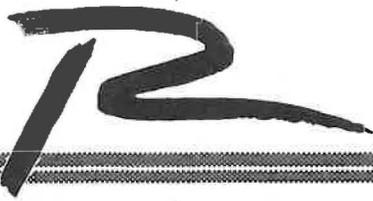
A total of \$55,000 is available in various accounts for current anticipated annual expenditures by the Street Department. A prebid conference was held on February 29, 2012 and no vendors chose to attend. Seven hundred and one bidders were electronically notified of the bid; eleven viewed the bid; and two responsive bids were received.

Concur:

  
Kent Pfeil

Attachments

Xc: Bill Keffler  
Dan Johnson  
Michelle Thames  
David Morgan  
Cliff Miller



# MEMO

TO: Pam Kirkland, Purchasing Manager  
FROM: Ron Tower, Street Supervisor *RT*  
SUBJECT: Aggregate Flex Base  
DATE: March 9, 2012

The Public Services Department, Street and Water Divisions has reviewed the bids received and recommends award of Bid Number 23-12 Annual Contract for Aggregate Flex Base, to Big City Crushed Concrete. A amount of \$55,000 is available in various accounts for current anticipated annual expenditures. Please advise if additional information is needed.

cc: Bill Martian, Assistant Purchasing Manager  
Jerry Ortega, Director Public Services  
Travis Switzer, Asst. Director Public Services  
Charles Vessel, Superintend Streets  
Richard Boston, Water Utilities Manager  
Al Wittenback, East-side Supervisor Streets

BID TABULATION- ANNUAL CONTRACT FOR AGGREGATE FLEX BASE MATERIAL

				Big City Crushed Concrete		Tim Beaty Builders					
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Aggregate Flex Base Delivered	3000	ea	11.000	\$33,000.00	15.000	\$45,000.00				
2	Aggregate Flex Base Picked Up	3000	ea	7.000	\$21,000.00	No	Bid				
3	Additional Costs	1	ea	0.000	\$0.00	No	Bid				
<b>TOTAL GROSS PRICE</b>											



# MEMO

**DATE:** March 19, 2012

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

**FROM:** Pam Kirkland – Purchasing Manager 

**SUBJECT:** Award of Bid #31-12 for the 2010 Alley Paving Phase I & Sewer Improvements Project at Pinecrest, Wateka, Meadowview, and Odessa to Jim Bowman Construction Company in the amount of \$410,708.83

**Proposed Date of Award: March 26, 2012**

I concur with the recommendation of Steve Spanos – Director of Engineering, and request permission to award a contract to the low bidder, Jim Bowman Construction Company, for the above referenced construction in the amount of \$410,708.83, as outlined in the attached memo.

Funding is provided from 2010 GO Bonds in account 378-8702-585-7524, SD1001 and Water/Sewer CO 545-5710-585-7524, WS0917.

The bid was advertised in *The Dallas Morning News* on February 15, 2011 and February 22, 2012 and was posted on Bidsync.com. A prebid conference was held on February 23, 2012 and six bids were solicited and six bids were received.

Concur:

  
Kent Pfeil

Attachments

Xc: Bill Keffler  
Dan Johnson  
Michelle Thames  
David Morgan  
Cliff Miller



## MEMO

TO: Bill Keffler, City Manager

THROUGH: Cliff Miller, Assistant City Manager *cam*

FROM: Steve Spanos, P.E., Director of Engineering *SS*

SUBJECT: Award Bid #31-12 to Jim Bowman Construction Co., for the 2010 Alley Paving Phase I & Sewer Improvements at Pinecrest, Wateka, Meadowview and Odessa

DATE: March 16, 2012

### **ACTION REQUESTED:**

Council to consider award of Bid #31-12 to Jim Bowman Construction Co., for the 2010 Alley Paving Phase I & Sewer Improvements at Pinecrest, Wateka, Meadowview and Odessa) in the amount of \$410,708.83.

### **BACKGROUND INFORMATION:**

On March 8, 2012, Capital Projects Department opened bids for the subject project. The attached bid tabulation certifies that the apparent low bidder is Jim Bowman Construction Co.

References and financials are not required at this time since Jim Bowman Construction Co., is currently under contract with the city.

The 2010 Alley Paving Phase I & Sewer Improvements Project at Pinecrest, Wateka, Meadowview and Odessa consists of the removal of the existing concrete pavement and installation of reinforced alley pavement, 8" PVC sanitary sewer main and RCP storm drain with related sidewalk, integral concrete curb, grading, sodding and other miscellaneous appurtenances.

### **FUNDING:**

Funding is provided from 2010 GO Bonds #378-8702-585-7524 SD1001 and Water/Sewer CO #545-5710-585-7524 WS0917.

### **SCHEDULE:**

Capital Projects Department plans to begin construction for this project May 2012 and completed by August 2012.

Cc: Brad Bernhard, P.E., Project Engineer  
Office\Agenda\Executive\Award\Alley Sewer Pinecrest Wateka Meadowview Odessa

**2010 Alley Paving Phase I & Sewer Improvements Project at Pinecrest, Wateka, Meadowview and Odessa**

BID # 31-12

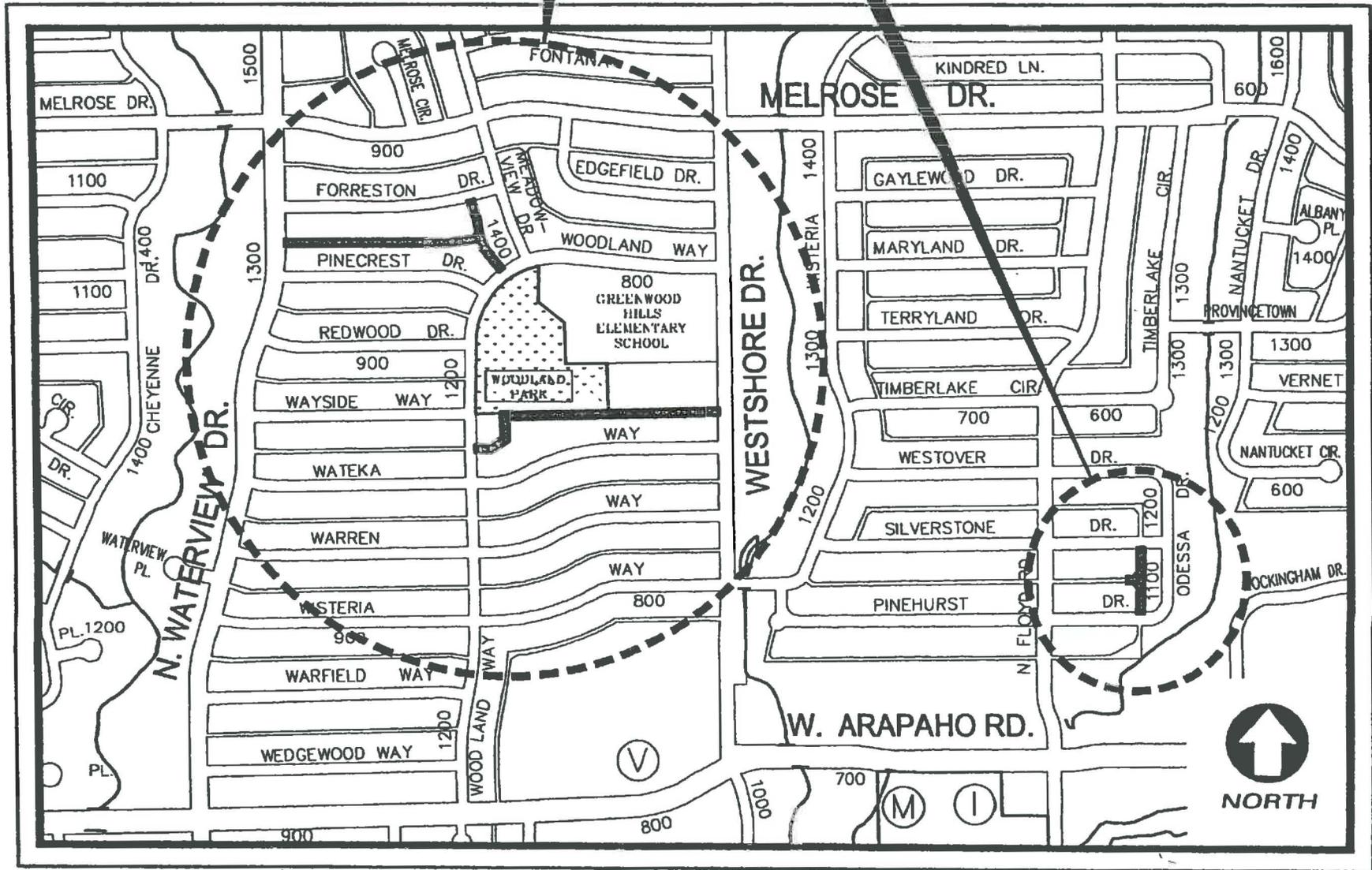
Bid Opening: March 8, 2012

ITEM NO.	DESCRIPTION	EST QTY	UNIT	JIM BOWMAN CONSTRUCTION CO., LP.		ESTRADA CONCRETE CO., LLC		TEXAS STANDARD CONSTRUCTION		RKM UTILITY SERVICES, INC.		CAMINO CONSTRUCTION		METRO-PLEX UNDERGROUND, LP		AVERAGE	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	R.O.W. Preparation / Mobilization	1	LS	\$36,370.00	\$36,370.00	\$32,000.00	\$32,000.00	\$30,000.00	\$30,000.00	\$10,000.00	\$10,000.00	\$18,280.00	\$18,280.00	\$23,800.00	\$23,800.00	\$25,075.00	\$25,075.00
2	Unclassified Excavation	699	CY	\$19.80	\$13,840.20	\$8.00	\$5,592.00	\$18.00	\$12,582.00	\$13.00	\$9,087.00	\$17.00	\$11,883.00	\$29.00	\$20,271.00	\$17.47	\$12,209.20
3	Class "C" Reinforced Concrete Alley Pavement	3,451	SY	\$41.40	\$142,871.40	\$36.00	\$124,236.00	\$43.00	\$148,393.00	\$47.50	\$163,922.50	\$43.00	\$148,393.00	\$46.55	\$160,644.05	\$42.91	\$148,076.66
4	Class "C" Reinforced Concrete Curb	1,081	LF	\$2.50	\$2,702.50	\$2.00	\$2,162.00	\$4.00	\$4,324.00	\$8.00	\$8,648.00	\$3.00	\$3,243.00	\$4.75	\$5,134.75	\$4.04	\$4,369.04
5	Class "A" 5" Reinforced Concrete Driveway	81	SY	\$41.10	\$3,329.10	\$36.00	\$2,916.00	\$55.00	\$4,455.00	\$35.00	\$2,835.00	\$43.00	\$3,483.00	\$46.55	\$3,770.55	\$42.78	\$3,464.78
6	4" Class "A" Reinforced Concrete Sidewalk	162	SF	\$6.00	\$972.00	\$36.00	\$5,832.00	\$4.50	\$729.00	\$6.00	\$972.00	\$7.00	\$1,134.00	\$6.65	\$1,077.30	\$11.03	\$1,786.05
7	Remove & Dispose of Existing Pavement	2,779	SY	\$5.50	\$15,284.50	\$9.00	\$25,011.00	\$7.50	\$20,842.50	\$15.50	\$43,074.50	\$11.00	\$30,569.00	\$6.30	\$17,507.70	\$9.13	\$25,381.53
8	Cement Treated Base (Contingency)	50	CY	\$20.00	\$1,000.00	\$50.00	\$2,500.00	\$250.00	\$12,500.00	\$80.00	\$4,000.00	\$58.00	\$2,900.00	\$66.50	\$3,325.00	\$87.42	\$4,370.83
9	Full Depth Concrete Sawcut	637	LF	\$1.25	\$796.25	\$1.00	\$637.00	\$3.50	\$2,229.50	\$3.00	\$1,911.00	\$3.00	\$1,911.00	\$4.75	\$3,025.75	\$2.75	\$1,751.75
10	Dowel to Existing Concrete Pavement	354	LF	\$3.00	\$1,062.00	\$5.00	\$1,770.00	\$6.00	\$2,124.00	\$8.00	\$2,832.00	\$5.00	\$1,770.00	\$14.25	\$5,044.50	\$6.88	\$2,433.75
11	Remove and Replace Exist. Cinder Block Pad	1	EA	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$725.00	\$725.00	\$200.00	\$200.00	\$334.00	\$334.00	\$726.50	\$726.50
12	Remove and Replace Exist. Brick Curbing in R.O.W.	75	LF	\$6.00	\$450.00	\$20.00	\$1,500.00	\$30.00	\$2,250.00	\$14.00	\$1,050.00	\$10.00	\$750.00	\$3.35	\$251.25	\$13.89	\$1,041.88
13	Remove and Reset Existing Privacy Fence	640	LF	\$15.00	\$9,600.00	\$10.00	\$6,400.00	\$12.00	\$7,680.00	\$16.00	\$10,240.00	\$33.00	\$21,120.00	\$12.35	\$7,904.00	\$16.39	\$10,490.67
14	Remove and Reset Existing Privacy Fence Gate	4	EA	\$465.00	\$1,860.00	\$500.00	\$2,000.00	\$350.00	\$1,400.00	\$625.00	\$2,500.00	\$330.00	\$1,320.00	\$190.00	\$760.00	\$410.00	\$1,640.00
15	Adjust Existing SS Manhole Lid	1	EA	\$145.00	\$145.00	\$700.00	\$700.00	\$375.00	\$375.00	\$400.00	\$400.00	\$300.00	\$300.00	\$285.00	\$285.00	\$367.50	\$367.50
16	Adjust Existing Main Line Cleanout	6	EA	\$126.00	\$756.00	\$200.00	\$1,200.00	\$250.00	\$1,500.00	\$150.00	\$900.00	\$100.00	\$600.00	\$190.00	\$1,140.00	\$169.33	\$1,016.00
17	Remove and replace Exist. Concrete Pad	1	LS	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$1,250.00	\$1,250.00	\$700.00	\$700.00	\$300.00	\$300.00	\$235.00	\$235.00	\$705.83	\$705.83
18	Remove and replace Exist. Concrete Ties	1	LS	\$850.00	\$850.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$750.00	\$750.00	\$300.00	\$300.00	\$235.00	\$235.00	\$605.83	\$605.83
19	Remove and replace Exist. Brick Steps	1	LS	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$650.00	\$650.00	\$750.00	\$750.00	\$300.00	\$300.00	\$330.00	\$330.00	\$630.00	\$630.00
20	Provide Tree Protection for ornamental/small trees	1	LS	\$1.00	\$1.00	\$500.00	\$500.00	\$500.00	\$500.00	\$600.00	\$600.00	\$750.00	\$750.00	\$1,900.00	\$1,900.00	\$708.50	\$708.50
21	Remove and dispose of exist. san. Sewer manhole	4	EA	\$497.96	\$1,991.84	\$1,225.00	\$4,900.00	\$300.00	\$1,200.00	\$750.00	\$3,000.00	\$400.00	\$1,600.00	\$705.00	\$2,820.00	\$646.33	\$2,585.31
22	Install 8" PVC Sanitary Sewer	1,186	LF	\$28.36	\$33,634.96	\$59.00	\$69,974.00	\$45.00	\$53,370.00	\$75.00	\$88,950.00	\$69.00	\$81,834.00	\$71.25	\$84,502.50	\$57.94	\$68,710.91
23	Standard 4'-0" Dia. Eccentric S.S. Manhole	5	EA	\$3,452.00	\$17,260.00	\$3,480.00	\$17,400.00	\$3,400.00	\$17,000.00	\$2,000.00	\$10,000.00	\$4,000.00	\$20,000.00	\$1,800.00	\$9,000.00	\$3,022.00	\$15,110.00
24	Standard 4'-0" Dia. S.S. Drop Manhole	1	EA	\$3,345.00	\$3,345.00	\$4,125.00	\$4,125.00	\$3,100.00	\$3,100.00	\$2,650.00	\$2,650.00	\$4,500.00	\$4,500.00	\$2,565.00	\$2,565.00	\$3,380.83	\$3,380.83
25	Standard S.S. Cleanout	1	EA	\$557.85	\$557.85	\$550.00	\$550.00	\$700.00	\$700.00	\$700.00	\$700.00	\$800.00	\$800.00	\$665.00	\$665.00	\$620.48	\$620.48
26	8" PVC Sanitary Sewer Main Repair	2	EA	\$904.19	\$1,808.38	\$1,000.00	\$2,000.00	\$700.00	\$1,400.00	\$1,200.00	\$2,400.00	\$400.00	\$800.00	\$1,800.00	\$3,600.00	\$1,000.70	\$2,001.40
27	Standard San. Sewer Residential Double Cleanout	46	EA	\$545.00	\$25,070.00	\$555.00	\$25,530.00	\$750.00	\$34,500.00	\$100.00	\$4,600.00	\$850.00	\$39,100.00	\$855.00	\$39,330.00	\$609.17	\$28,021.67
28	Construction Barricading/Signing/Traffic Control	1	LS	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$7,500.00	\$7,500.00	\$4,200.00	\$4,200.00	\$3,000.00	\$3,000.00	\$1,425.00	\$1,425.00	\$3,354.17	\$3,354.17
29	Erosion Protection Control	1	LS	\$2,300.00	\$2,300.00	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00	\$3,325.00	\$3,325.00	\$2,387.50	\$2,387.50
30	Bermuda or St. Augustine Block Sod	8,270	SF	\$0.65	\$5,375.50	\$0.80	\$6,616.00	\$0.20	\$1,654.00	\$0.40	\$3,308.00	\$0.60	\$4,962.00	\$0.95	\$7,856.50	\$0.60	\$4,962.00
31	Project Signs	5	LS	\$400.00	\$2,000.00	\$800.00	\$4,000.00	\$300.00	\$1,500.00	\$325.00	\$1,625.00	\$500.00	\$2,500.00	\$475.00	\$2,375.00	\$466.67	\$2,333.33
32	Trench Safety Plan	1	LS	\$630.00	\$630.00	\$325.00	\$325.00	\$700.00	\$700.00	\$1,000.00	\$1,000.00	\$850.00	\$850.00	\$485.00	\$485.00	\$665.00	\$665.00
33	Trench Safety System	1,186	LF	\$2.50	\$2,965.00	\$4.50	\$5,337.00	\$3.00	\$3,558.00	\$0.50	\$593.00	\$1.00	\$1,186.00	\$0.95	\$1,126.70	\$2.08	\$2,460.95
34	Repair sewer main rupture/leak w/full circle clamp	4	EA	\$690.00	\$2,760.00	\$675.00	\$2,700.00	\$1,250.00	\$5,000.00	\$500.00	\$2,000.00	\$400.00	\$1,600.00	\$1,800.00	\$7,200.00	\$885.83	\$3,543.33
35	Standard Triple Grate Inlet Modified w/throat in back	1	EA	\$4,500.00	\$4,500.00	\$3,600.00	\$3,600.00	\$4,250.00	\$4,250.00	\$4,225.00	\$4,225.00	\$5,400.00	\$5,400.00	\$4,300.00	\$4,300.00	\$4,379.17	\$4,379.17
36	24" Class III RCP Storm Sewer	300	LF	\$51.70	\$15,510.00	\$84.00	\$25,200.00	\$50.00	\$15,000.00	\$85.00	\$25,500.00	\$100.00	\$30,000.00	\$106.50	\$31,950.00	\$79.53	\$23,860.00
37	Type B Storm Manhole	1	EA	\$3,620.00	\$3,620.00	\$3,175.00	\$3,175.00	\$3,500.00	\$3,500.00	\$4,175.00	\$4,175.00	\$4,800.00	\$4,800.00	\$4,950.00	\$4,950.00	\$4,036.67	\$4,036.67
38	Asph. Pavement removal and replacementw/storm mh	13	SY	\$62.75	\$815.75	\$98.00	\$1,274.00	\$40.00	\$520.00	\$115.00	\$1,495.00	\$50.00	\$650.00	\$80.00	\$1,040.00	\$74.29	\$965.79
39	Fire Hydrant Assembly and 8x6 TS&V	1	EA	\$7,060.00	\$7,060.00	\$7,315.00	\$7,315.00	\$4,200.00	\$4,200.00	\$5,575.00	\$5,575.00	\$6,400.00	\$6,400.00	\$4,275.00	\$4,275.00	\$5,804.17	\$5,804.17
40	Class "C" Reinforced Concrete Street Pavement	30	SY	\$49.50	\$1,485.00	\$100.00	\$3,000.00	\$70.00	\$2,100.00	\$65.00	\$1,950.00	\$44.00	\$1,320.00	\$45.60	\$1,368.00	\$62.35	\$1,870.50
41	Remove and salvage exist. fire hydrant	1	EA	\$375.00	\$375.00	\$475.00	\$475.00	\$275.00	\$275.00	\$400.00	\$400.00	\$260.00	\$260.00	\$600.00	\$600.00	\$397.50	\$397.50
42	Abandon Exist. 6" SS in place	1,174	LF	\$1.90	\$2,230.60	\$1.50	\$1,761.00	\$3.00	\$3,522.00	\$1.00	\$1,174.00	\$1.30	\$1,526.20	\$4.75	\$5,576.50	\$2.24	\$2,631.72
43	Reconnect exist. san. Sew. Services to new main	4	EA	\$208.50	\$834.00	\$500.00	\$2,000.00	\$250.00	\$1,000.00	\$325.00	\$1,300.00	\$630.00	\$2,520.00	\$925.00	\$3,700.00	\$473.08	\$1,892.33
44	Repair sewer main rupture/leak w/fittings and pipe	4	EA	\$625.00	\$2,500.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$250.00	\$1,000.00	\$400.00	\$1,600.00	\$1,710.00	\$6,840.00	\$830.83	\$3,323.33
45	Repair sewer lateral rupture/leak	4	EA	\$570.00	\$2,280.00	\$450.00	\$1,800.00	\$250.00	\$1,000.00	\$200.00	\$800.00	\$400.00	\$1,600.00	\$1,710.00	\$6,840.00	\$596.67	\$2,386.67
46	Connection to Existing 15" SS	1	EA	\$720.00	\$720.00	\$875.00	\$875.00	\$2,000.00	\$2,000.00	\$600.00	\$600.00	\$650.00	\$650.00	\$700.00	\$700.00	\$924.17	\$924.17
47	Connection to Existing Manhole	1	EA	\$1,050.00	\$1,050.00	\$985.00	\$985.00	\$900.00	\$900.00	\$1,400.00	\$1,400.00	\$600.00	\$600.00	\$1,140.00	\$1,140.00	\$1,012.50	\$1,012.50
48	Reconnect exist. san. Sew. Services to repaired main	2	EA	\$270.00	\$540.00	\$475.00	\$950.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$630.00	\$1,260.00	\$950.00	\$1,900.00	\$554.17	\$1,108.33
49	Construction Contingency	1	LS	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
<b>TOTAL BASE BID</b>					\$410,708.83		\$451,323.00		\$463,233.00		\$472,467.00		\$503,324.20		\$528,430.05		\$471,581.01
<b>CONTRACTOR'S BID</b>																	

**ENGINEERS ESTIMATE FOR BASE BID:**  
\$480,000

CERTIFIED BY:   
Steve Spanos, P.E., Director of Engineering

**PROJECT LOCATION**



**VICINITY MAP (NOT TO SCALE)**



# MEMO

**DATE:** March 20, 2012  
**TO:** Kent Pfeil – Director of Finance  
**FROM:** Pam Kirkland – Purchasing Manager   
**SUBJECT:** Award of Bid #40-12 for the cooperative purchase of additional EMC disk storage to Synetra, Inc. in the amount of \$65,312.50 through the Department of Information Resources Contract #DIR-SDD-1418

**Proposed Date of Award: March 26, 2012**

I concur with the recommendation of Steve Graves - Chief Information Officer and formally request permission to purchase EMC disk arrays with Synetra, Inc., in the amount of \$65,312.50, as outlined in Mr. Graves attached memo.

Synetra, Inc. was awarded Contract #DIR-SDD-1418 through the State of Texas Department of Information Resources. The City of Richardson participates in this program through our existing interlocal agreement for cooperative purchasing pursuant to Texas Government Code, Chapter 791.025 and Texas Local Government Code, Subchapter F, Section 271.102. This agreement automatically renews annually unless either party gives prior notice of termination.

Funding is provided in accounts 011-0540-514-4324 and 511-5120-502-6194.

Concur:



Kent Pfeil

## ATTACHMENTS

Xc: Bill Keffler  
Dan Johnson  
Michelle Thames  
David Morgan  
Cliff Miller



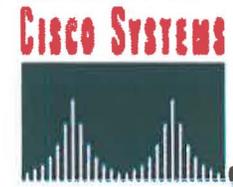
**DATE:** March 26, 2012  
**TO:** Pam Kirkland, Purchasing Manager  
**FROM:** Steve Graves, Chief Information Officer  
**SUBJECT:** Additional EMC Disk Storage

*SGraves*

**Network Equipment:**

The City of Richardson IT Department currently uses EMC disk arrays to store critical information. This request is to increase our storage for data backup, Public Safety video and GIS map information.

We will be purchasing our new EMS disk array enclosures and SATA disk drives from Synetra, the Texas DIR vendor of choice using the Texas DIR contract DIR-SDD-1418. The purchase price is \$65,312.50. Funding is provided using account numbers 011-0540-514-43.24 and 511-5120-502-61.94.



Date: **3/8/2012**  
 Customer: **City of Richardson**  
 Customer Contact: **Steve Graves**  
 Customer Telephone: **972-744-4041**  
 Customer Email Address: [steve.graves@cor.gov](mailto:steve.graves@cor.gov)  
 Customer Fax Number:  
 Sales Person: **Jeff Ramey**

Quote Number: **3102012**

DIR SDD 1418

Model Number	Model Description	Qty	Unit List	Discount	Extended Price
CX4-4PDAE	4G DAE FACTORY OR FIELD INSTALL	2	5900.00	45	\$6,490.00
CX-SA07-020U	2TB 7200RPM 520BPS SATA	30	3565.00	45	\$58,822.50
<b>Total Extended Net Price:</b>					<b>\$65,312.50</b>

**Terms and Conditions**

- 1> Quotation Valid For 60 Days.
- 2> All Prices are in US Dollars.
- 3> Prices do not include taxes. Customer shall be responsible for any applicable taxes.
- 4> Please forward tax-exempt certificate as appropriate.

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City of Richardson  
City Council Work Session  
Agenda Item Summary



**Work Session Meeting Date:** Monday, March 26, 2012

**Agenda Item:** Review and Discuss Item Listed on the City Council Meeting Agenda

**Staff Resource:** Bill Keffler, City Manager

**Summary:** The City Council will have an opportunity to preview and discuss with City Staff the agenda items that will be voted on at the City Council Meeting immediately following the Work Session.

**Board/Commission Action:** Various, if applicable.

**Action Proposed:** No action will be taken.



City of Richardson  
City Council Worksession  
Agenda Item Summary



**Worksession Meeting Date:** Monday, April 26, 2012

**Agenda Item:** 2012 Bond Sale

**Staff Resource:** Dan Johnson, Deputy City Manager  
Kent Pfeil, Director of Finance

**Summary:** Representatives from the City's Financial Advisors (First Southwest Company) and Bond Counsel (Fulbright and Jaworski L.L.P.) will review the city's issuance of: 1) Combination Tax and Revenue Certificates of Obligation, Taxable Series 2012A; 2) Combination Tax and Revenue Certificates of Obligation, Tax Exempt Series 2012B; and 3) General Obligation Refunding Bonds, Series 2012.

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 Worksession  
Agenda Item Summary



**Worksession Meeting Date:** Monday, March 26, 2012

**Agenda Item:** Review and Discuss possible City Hall/Civic Center Facility and Operation Improvements

**Staff Resource:** Michelle Thames, Assistant City Manager

**Summary:** In the City Council's 2011-2013 Near Term Action Items the City Council identified an interest in evaluating potential City Hall/Civic Center facility and operation improvements to enhance the customer/resident experience. City Staff will review the items previously identified by the City Council, share some additional ideas generated by City Staff and discuss the next steps in proceeding with potential improvements.

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

**Action Proposed:** Review and Discuss possible City Hall/Civic Center Facility and Operation Improvements



City of Richardson  
City Council Worksession  
Agenda Item Summary



**Worksession Meeting Date:** Monday, March 26, 2012

**Agenda Item:** Review and Discuss Best Practices for Dog Parks and Skate Parks

**Staff Resource:** Michael Massey, Director of Parks and Recreation

**Summary:** City staff will overview the best practices for developing a dog park and skate park based on successful facilities in the area as well as latest trends. Evaluating the development of a dog park and skate park is part of the City Council's Near-Term Action Items, and is also included in the 2010 Parks, Recreation, and Open Space Master Plan.

**Board/Commission Action:** NA

**Action Proposed:** No action will be taken.



City of Richardson  
City Council Work Session  
Agenda Item Summary



**Work Session Meeting Date:** Monday, March 26, 2012

**Agenda Item:** Items of Community Interest

**Staff Resource:** Bill Keffler, City Manager

**Summary:** 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 of Richardson 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 the posting of the agenda.

**Board/Commission Action:** NA

**Action Proposed:** No action will be taken.



City of Richardson  
City Council Meeting  
Agenda Item Summary



**Meeting Date:** Monday, March 26, 2012

**Agenda Item:** Executive Session

**Staff Resource:** Bill Keffler, City Manager

**Summary:** The Council will convene into a closed session in compliance with Texas Government Code Section 551.087 – Deliberation regarding Economic Development Negotiations pertaining to commercial development in the Lookout Drive/Glenville Drive area.

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

**Action Proposed:** Council will reconvene into open session to take any action, if any, on matters discussed in Executive Session.