

RICHARDSON CITY COUNCIL
MARCH 25, 2013
7:30 P.M.
CIVIC CENTER/CITY HALL, 411 W. ARAPAHO, RICHARDSON, TX

1. **INVOCATION – STEVE MITCHELL**
 2. **PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – STEVE MITCHELL**
 3. **MINUTES OF THE MARCH 11, 2013 (BOARDS AND COMMISSIONS APPOINTMENTS), MARCH 11, 2013 AND MARCH 18, 2013 MEETINGS**
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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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5. PRESENTATION OF PROCLAMATIONS TO RECOGNIZE THE VOLUNTEER WORK OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS AND THE FIRST UNITED METHODIST CHURCH YOUNG ADULT GROUP.

ACTION TAKEN:

6. CONSIDER APPOINTMENTS AND/OR REAPPOINTMENTS TO THE ANIMAL SERVICES ADVISORY COMMISSION, ARTS COMMISSION, LIBRARY BOARD, ZONING BOARD OF ADJUSTMENT/BUILDING & STANDARDS COMMISSION, AND TAX INCREMENT FINANCE ZONE #1, #2, AND #3 BOARDS OF DIRECTORS.

ACTION TAKEN:

ACTION ITEMS:

7. CONSIDER ORDINANCE NO. 4002, AUTHORIZING THE ISSUANCE OF CITY OF RICHARDSON, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013 AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

ACTION TAKEN:

8. CONSIDER ORDINANCE NO. 4003, AUTHORIZING THE ISSUANCE OF CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2013 AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

ACTION TAKEN:

PUBLIC HEARING ITEMS:

9. PUBLIC HEARING, ZONING FILE 13-04 AND CONSIDER ADOPTION OF ORDINANCE NO. 4004, AMENDING ORDINANCE NO. 3839, WEST SPRING VALLEY CORRIDOR PLANNED DEVELOPMENT DISTRICT, BY AMENDING SECTION VIII, SUBSECTION B.1.b.i. (MIXED USE, COMMERCIAL AND LIVE/WORK BUILDING TYPES) BY REVISING THE MAXIMUM AREA ALLOWED FOR SIGNAGE ON GROUND FLOOR FACADES TO NO MORE THAN 20% OF THE TOTAL AREA OF THE GROUND FLOOR FACADE OR 200 SQUARE FEET, WHICHEVER IS LESS.

ACTION TAKEN:

ALL ITEMS LISTED UNDER ITEM 10 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:

10. CONSENT AGENDA:

A. CONSIDER AWARD OF THE FOLLOWING BIDS:

1. BID #32-13 – WE RECOMMEND THE AWARD TO SINGH GOLF, LLC, FOR THE HEIGHTS PARK IRRIGATION CONVERSION IN THE AMOUNT OF \$143,600.
2. BID #35-13 – WE RECOMMEND THE AWARD TO HERITAGE ONE ROOFING, INC., FOR THE PARK SHELTER ROOF REPLACEMENT IN THE AMOUNT OF \$96,091.63.
3. BID #36-13 – WE RECOMMEND THE AWARD TO COOPER GENERAL CONTRACTOR FOR THE BRECKINRIDGE BALLPARK ENTRY GATE IN THE AMOUNT OF \$73,510.
4. BID #38-13 – WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO ITS PLUS, INC., FOR VIDEO IMAGING VEHICLE DETECTION SYSTEMS PURSUANT TO UNIT PRICES.

- B. CONSIDER REJECTION OF BID #22-13 – WE RECOMMEND REJECTING ALL BIDS FOR THE DATA CABLE INSTALLATION AT THE FIRE TRAINING CENTER AND HEIGHTS RECREATION CENTER.
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THE RICHARDSON CITY COUNCIL WILL MEET AT 5:30 P.M. ON MONDAY, MARCH 25, 2013, 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) 744-4100 OR (972) 744-4001.

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 2013 Bond Sale Review
- C. Review and Discuss the Mosquito Abatement Program
- D. Review and Discuss the Richland Park/Richland Oaks Wall Enhancement Project
- 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 – Renner Rd./Custer Rd. and Collins Blvd./Richardson Dr. Areas
- 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 22, 2013, BY 5:00 P.M.

CITY SECRETARY

MINUTES
RICHARDSON CITY COUNCIL
MEETING
MARCH 11, 2013 AT 5:00 PM

1. Call to Order

Mayor Townsend called the meeting to order at 5:07 p.m. with the following Council members present:

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

Absent:

Amir Omar	Councilmember
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The following staff members were also present:

Dan Johnson	City Manager
Shanna Sims-Bradish	Assistant City Manager Admin/Leisure Services
Aimee Nemer	City Secretary

2. Consider appointments and/or reappointments to the Animal Services Advisory Commission, Arts Commission, Library Board, TIF Board #1, TIF Board #2, and TIF Board #3.

Council discussed the reappointments for each board and requested that an action item be placed on the next agenda. No action was taken.

3. ADJOURNMENT

With no further business, the meeting was adjourned at 5:10 p.m.

MAYOR

ATTEST:

CITY SECRETARY

MINUTES
RICHARDSON CITY COUNCIL
WORK SESSION AND MEETING
MARCH 11, 2013

WORK SESSION – 6:00 P.M.:

- **Call to Order**

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

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

The following staff members were also present:

Dan Johnson	City Manager
David Morgan	Deputy City Manager
Cliff Miller	Assistant City Manager Development Services
Don Magner	Assistant City Manager Community Services
Shanna Sims-Bradish	Assistant City Manager Admin/Leisure Services
Samantha Woodmancy	Management Analyst
Aimee Nemer	City Secretary
Michael Spicer	Director of Development Services
Dave Carter	Assistant Director of Development Services
Mick Massey	Director of Parks and Recreation

Consultants:

Andy Rittler, Director of Corporate Affairs - LBJ Infrastructure Group LLC

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

There was no discussion on Agenda Items.

B. Review and Discuss the LBJ Express Project

Andy Rittler, Director of Corporate Affairs – LBJ Infrastructure Group, LLC, gave a presentation on the status of the LBJ construction project.

C. Review and Discuss the US 75 Corridor Study

Assistant City Manager Cliff Miller and Dave Carter, Assistant Director of Development Services, presented information on the US 75 Corridor Study.

D. Review and Discuss the Construction of the New Heights Recreation Center and Heights Family Aquatic Center.

Mick Massey, Director of Parks and Recreation, presented Council a construction update on the destruction of the old Heights Recreation Center, the construction of the new Heights Recreation Center, and the Heights Family Aquatic Center.

E. Report on Items of Community Interest

Councilmember Dunn reported on the Richardson and Pearce High School 5k on March 2 stating there were 812 runners including Mayor Pro Tem Maczka. He thanked Ms. Maczka, Councilmember Solomon, and Councilmember Hartley for their donations and support.

Councilmember Solomon gave Councilmember Dunn kudos for the race and offered congratulations to the Berkner Rams for making it to the Final Four. Mr. Solomon also noted that his family was recently blessed with twin grandchildren.

Councilmember Omar announced that he was recently admitted to Texas A&M.

Mayor Pro Tem Maczka read a letter of thanks from the City of Richardson Gymnastics Team sending appreciation for the new gymnastics facility.

ADJOURN FROM WORK SESSION AND CONVENE MEETING

After Item B, the Work Session was recessed at 7:29 and the Regular Meeting was convened at 7:32 p.m.

- 1. INVOCATION – KENDAL HARTLEY**
- 2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – KENDAL HARTLEY**
- 3. MINUTES OF THE FEBRUARY 18, 2013 AND FEBRUARY 25, 2013 MEETINGS**

Council Action

Councilmember Dunn noted a correction to the February 18 Minutes stating that the reference to Item D should be Item C. Councilmember Omar moved to approve the Minutes as amended. Councilmember Hartley seconded the motion. A vote was taken and passed, 7-0.

4. VISITORS

Mr. Luke Lukas addressed Council in opposition to the Rental Ordinance. He also requested a formal process for citizens to ask Council to review any ordinances. Mr. Lukas requested that his written statement be submitted for the record which is attached as Exhibit "A".

Ms. Diane Lauder addressed Council with concerns about the safety of the golf course fencing. She distributed pictures and displayed a piece of the fence. Ms. Lauder requested a definite date for repairs and/or replacement of the fence.

Dan Johnson, City Manager, responded to Ms. Lauder's concerns assuring her that the City is evaluating the fencing and going through the process of bids and quotes.

5. CONSENT AGENDA:

ALL ITEMS LISTED UNDER ITEM 5 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:

A. CONSIDER RESOLUTION NO. 13-10, APPROVING THE TERMS AND CONDITIONS OF THE ADVANCE FUNDING AGREEMENT FOR THE TRAIL INFRASTRUCTURE/ INTERSECTION IMPROVEMENTS PROJECT, BY AND BETWEEN THE CITY OF RICHARDSON, TEXAS, AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION; AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER.

B. CONSIDER AWARD OF THE FOLLOWING BIDS:

- 1. BID #25-13 – WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO A NEW DEAL IRRIGATION COMPANY FOR LABOR TO INSTALL IRRIGATION SYSTEMS FOR THE PARKS DEPARTMENT PURSUANT TO UNIT PRICES.**
- 2. BID #26-13 – WE RECOMMEND THE AWARD TO MUNIZ CONSTRUCTION, INC., FOR THE 2010 ALLEY RECONSTRUCTION PHASE II WITH SANITARY SEWER REPLACEMENT (GREENLEAF/RIDGEDALE/LOCKWOOD) IN THE AMOUNT OF \$733,369.**
- 3. BID #29-13 – WE RECOMMEND THE AWARD TO DALLAS BACKUP, INC. DBA ONSTAGE SYSTEMS FOR THE STAGES, LIGHTING, SOUND, BACKLINE, MISCELLANEOUS STRUCTURES & STAGE PERSONNEL FOR CITY FESTIVALS IN THE AMOUNT OF \$172,972.**
- 4. BID #31-13 – WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO ENVIROTEK USA, LLC AND REAL ESTATE RESTORATION FOR GRAFFITI REMOVAL, WALL WASHING & PAINTING FOR COMMUNITY SERVICES PURSUANT TO UNIT PRICES.**

Council Action

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

ADJOURN FROM REGULAR MEETING AND RECONVENE WORK SESSION

The meeting was adjourned at 7:47 and the Work Session was reconvened at 7:53 p.m. with a continuation of discussion on Item C, which is noted above. The Work Session was adjourned at 8:26 p.m.

EXECUTIVE SESSION

Council convened into Executive Session at 8:30 p.m.

- In compliance with Section 551.074 of the Texas Government Code, Council will convene into a closed session to discuss the following:
 - Personnel

- Boards and Commissions
 - Zoning Board of Adjustment/Building & Standards Commission
- Council will reconvene into open session, and take action, if any, on matters discussed in executive session.

Council Action

Council reconvened into Regular Session at 8:49 p.m. There was no action taken as a result of the Executive Session.

ADJOURNMENT

With no further business, the meeting was adjourned at 8:50 p.m.

ATTEST:

MAYOR

CITY SECRETARY

Exhibit "A"

Good Evening Council members, madam secretary

For the record:

My name is Luke Lukas

I live at 2200 Windsor Dr here in Richardson.

A little back ground. I've worked for the same company for 32 years and lived in Richardson for over 22 years. You can say I've experienced first hand the rise and fall of the telecom corridor and survived.

I don't believe it is right for the city to require citizen A to open citizen B's home for inspections, especially if Citizen B, an ordinary tenant of a residential rental property, does not want an inspection. If Citizen B denies access to the inspectors, Citizen A is taken too court for failing to allow the inspection of citizen B's home.

This is how the rental registration and inspection program is working right now.

Also:

I believe it is Un American for the city to host on their website the 'Report a Possible Rental' button on the rental map web page and also publish the address of every residential rental in Richardson for the world to see.

As a landlord I am outraged that our city might be putting the health and safety of our tenant at risk by publishing their address and specifying that it is a rental property.

Everyone knows that rental properties may not have the best security measures available. Insurance companies and real estate professionals should be outraged that a city has gone to these extremes to disclose rental properties in Richardson.

I'd like to formally request the procedure, to get a city council review of any ordinance that an ordinary citizen believes is unconstitutional.

I'll yield back my time for discussion.

MINUTES
RICHARDSON CITY COUNCIL
WORK SESSION MEETING
MARCH 18, 2013

WORK SESSION – 6:00 P.M.:

• **Call to Order**

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

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

The following staff members were also present:

Dan Johnson	City Manager
David Morgan	Deputy City Manager
Cliff Miller	Assistant City Manager Development Services
Don Magner	Assistant City Manager Community Services
Shanna Sims-Bradish	Assistant City Manager Admin/Leisure Services
Samantha Woodmancy	Management Analyst
Aimee Nemer	City Secretary
Bill Alsup	Director of Health
Mistie Gardner	Emergency Management Coordinator
Lindsay Turman	Community Services Manager

Environmental Advisory Commission:

Rick Wilder	Chair of Environmental Advisory Commission
Jan Skinner	Vice Chair of EAC
Nancy Crowe	EAC Board Member
Christine Halicki	EAC Board Member
Aaron Santos	EAC Board Member
Charles Summers	EAC Board Member
Andrew Laska	EAC Board Member

A. Visitors

There were no comments submitted.

B. Presentation of Proclamation for American Red Cross Month

Mistie Gardner, Emergency Management Coordinator, introduced American Red Cross volunteers, Lynn Rice and George D’Hemecourt, both also Richardson residents. Ms. Gardner explained how the organization assists the City in a variety of ways, from helping with displaced families after a fire, to helping coordinate victims of natural disasters. Mayor Townsend presented the proclamation and thanked the volunteers for their service.

C. Joint Meeting of the City Council and Environmental Advisory Commission to Review and Discuss the Trash Bash, 2012 Year In Review, and 2013 Work Plan Review

Assistant City Manager, Don Magner and Director of Health, Bill Alsup, reviewed this item for Council. Mr. Magner reviewed the City's Environmental Mission, the establishment of the Environmental Advisory Commission, and the Energy Efficiency and Conservation Block Grants. He also updated Council and the Commission on environmental programs, education, and outreach. Mr. Alsup reviewed the history of the Trash Bash and the new programs for Trash Bash 2013. Mr. Magner reviewed the 2013 Work Plan which includes possible water conservation plan enhancements, a review of the City's Solid Waste Study, review of the International Codes, review of the City's Energy Management Plan, energy conservation opportunities, and continue with education and outreach to raise awareness about environmental initiatives.

Council and EAC Commissioners discussed goal setting and establishing a Master Environmental Plan. Council requested the Commission to establish their goals and priorities and submit them to Council.

D. Review and Discuss the Volunteer Assistance Program

Lindsay Turman, Community Services Manager, gave a presentation on the City's Volunteer Assistance Program noting that the program was revamped in 2000 and since then, has helped more than 725 residents make improvements to their home that would have otherwise not been possible. She reviewed the completed projects, eligibility, and recognized 2012-2013 partners. Ms. Turman also informed Council of the April – Month of Volunteerism events.

E. Report on Items of Community Interest

Councilmember Solomon recognized U.S Congressman Sam Johnson and the "40 Years of Freedom" event which celebrated Mr. Johnson's 40 years of freedom since being released as a Prisoner of War for 7 years. Mr. Solomon offered appreciation to Mr. Johnson for his military service and his continued service to the community.

ADJOURNMENT

With no further business, the meeting was adjourned at 8:01p.m.

MAYOR

ATTEST:

CITY SECRETARY



City of Richardson
City Council Meeting
Agenda Item Summary



Meeting Date: Monday, March 25, 2013

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

Staff Resource: Aimee Nemer, 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.

WHEREAS: Volunteers come from every age group and walk of life, yet they share a common conviction: that by giving of themselves, they can bridge the divide between strangers, create stronger families, and build better communities, and therefore help foster a culture of service, citizenship, and responsibility; and

WHEREAS: The dedicated citizen volunteers of The Church of Jesus Christ of Latter-Day Saints contributed many volunteer hours beautifying west side Richardson neighborhoods, which proves daily, as George Bernard Shaw reminds us, “I am of the opinion that my life belongs to the community . . . and as long as I live, it is my privilege to do for it whatever I can.”; and

WHEREAS: The Church of Jesus Christ of Latter-Day Saints volunteers are to be commended for enthusiastically completing two major projects, that included such tasks as painting, yard maintenance, waste disposal and tree trimming for their community – their neighbors – their newly found friends, providing a “value-added” level of support to City staff and their fellow citizens.

NOW, THEREFORE, I, Bob Townsend, Mayor of the City of Richardson, Texas, do hereby recognize:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS VOLUNTEERS

in the City of Richardson, Texas, for their commitment to service and encourage all citizens to promote the spirit of volunteerism in our families and communities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City to be affixed on this 25th day of March 2013.

WHEREAS: Volunteering one's time and resources has traditionally been, and continues to be, and fundamental to the heart of our country and is essential to its spirit and vitality. Volunteerism is vital, fulfilling, and enriching to the participants as well as to the recipients of the service and should be encouraged for the benefits to all and the community as a whole; and

WHEREAS: For the past year, the Young Adult Group of First United Methodist Church has answered the call to service, finding opportunities to make a difference in the lives of those around them through countless volunteer hours, completing four leading projects, including yard maintenance, tree trimming, and exterior upkeep, proving what Martin Luther King Jr. once said: "Everybody can be great. Because anybody can serve. . . . You only need a heart full of grace. A soul generated by love."; and

WHEREAS: The City of Richardson wishes to recognize the Young Adult Group of the First United Methodist Church for their great efforts toward developing a sense of community spirit through their service.

NOW, THEREFORE, I, Bob Townsend, Mayor of the City of Richardson, Texas, do hereby recognize the:

**FIRST UNITED METHODIST CHURCH
YOUNG ADULT GROUP VOLUNTEERS**

in the City of Richardson, for their commitment to service and encourage the voluntary participation of others in this valuable service, bringing our families and our community together.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City to be affixed on this 25th day of March 2013.



City of Richardson
City Council Meeting
Agenda Item Summary



Meeting Date:

Monday, March 25, 2013

Agenda Item:

Consider appointments and/or reappointments to the Animal Services Advisory Commission, Arts Commission, Library Board, Zoning Board of Adjustment/Building & Standards Commission, and Tax Increment Finance Zone #1, #2, and #3 Boards of Directors

Staff Resource:

Dan Johnson, City Manager

Summary:

The City Council met on March 11, 2013 to discuss appointments to various boards and commissions. This item is set to provide Council the opportunity to take action regarding the various appointments.

Board/Commission Action:

NA

Action Proposed:

Take action making appointments to the various boards and commissions.

ORDINANCE NO. 4002

AN ORDINANCE authorizing the issuance of “CITY OF RICHARDSON, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013”; 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 \$22,045,000 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 2003, dated April 1, 2003, scheduled to mature on February 15 in each of the years 2014 through 2023, inclusive, and aggregating in the principal amount of \$1,650,000 (the “Series 2003 Refunded Certificates”);

(2) City of Richardson, Texas, General Obligation Refunding and Improvement Bonds, Series 2005, dated April 1, 2005, being the portion of such bonds eligible to be refunded under federal tax laws and scheduled to mature on February 15 in each of the years 2016 through 2025, and aggregating in the principal amount of \$18,490,000 (the “Series 2005 Refunded Bonds”) and further described as follows:

<u>Year of Maturity</u>	<u>Principal Amount Outstanding</u>	<u>Principal Amount Being Refunded</u>
2016	\$ 2,530,000	\$ 1,870,000
2017	2,665,000	1,965,000
2018	2,330,000	1,740,000
2019	2,185,000	1,630,000
2020	2,305,000	1,720,000
2021	2,425,000	1,810,000
2022	2,555,000	1,905,000
2023	2,700,000	2,015,000
2024	2,840,000	2,120,000
2025	1,000,000	970,000
2025	1,300,000	745,000

(3) City of Richardson, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2005, dated April 1, 2005, being the portion of such certificates eligible to be refunded under federal tax laws and scheduled to mature on February 15 in each of the years 2016 through 2025, and aggregating in

the principal amount of \$1,905,000 (the “Series 2005 Refunded Certificates”), and further described as follows:

<u>Year of Maturity</u>	<u>Principal Amount Outstanding</u>	<u>Principal Amount Being Refunded</u>
2016	\$ 210,000	\$ 155,000
2017	220,000	160,000
2018	230,000	170,000
2019	240,000	175,000
2020	250,000	185,000
2021	260,000	190,000
2022	275,000	205,000
2023	285,000	210,000
2024	300,000	220,000
2025	315,000	235,000

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

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

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

SECTION 1: Authorization – Designation - Principal Amount - Purpose. General obligation bonds of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$ _____ to be designated and bear the title “CITY OF RICHARDSON, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013” (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, 2013 (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>
2014	\$ _____	
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		

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, 2014, 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, 2024, 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, 2023, 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 2013

Bond Date: Interest Rate: Stated Maturity CUSIP NO:
March 15, 2013 _____ % 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, 2014, 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, 2024, 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, 2023, 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

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 2013

Bond Date: March 15, 2013

Registered Owner: STIFEL, NICOLAUS & COMPANY, INCORPORATED

Principal Amount: _____ DOLLARS

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

STATED
MATURITY

PRINCIPAL
INSTALLMENTS

INTEREST
RATE

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

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid Principal Amount hereof from the Bond Date at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2014, 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/registrant, 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 2013 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 2003 Refunded Certificates. The Bonds are a current refunding of the Series 2003 Refunded Certificates in that the Series 2003 Refunded Certificates 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 2005 Refunded Bonds and Series 2005 Refunded Certificates. The Bonds are issued in part to refund the portions of the Series 2005 Refunded Bonds and the Series 2005 Refunded Certificates eligible to be advanced refunded (collectively, the "Eligible Advance Refunded Obligations"), and the Bonds will be issued more than 90 days before the redemption of the Eligible Advance Refunded Obligations. The City represents as follows:

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

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

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

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

(5) The Bonds are being issued for the purposes stated in the preamble of this Ordinance. There is a present value savings associated with the refunding. In the issuance of the Bonds the City has neither: (i) overburdened the tax-exempt bond market by issuing more bonds, issuing bonds earlier or allowing bonds to remain outstanding longer than reasonably necessary to accomplish the governmental purposes for which the Bonds were issued; (ii) employed 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. (A Subsidiary of BOK Financial Corporation) and Raymond James & Associates, Inc. (herein referred to as the “Purchasers”) in accordance with the Purchase Agreement, dated March 25, 2013 (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 25, 2013, 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 2013 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.

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

SECTION 19: Redemption of Refunded Obligations.

(a) The Series 2003 Refunded Certificates shall be redeemed and the same are hereby called for redemption on May 25, 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 (successor paying agent/registrars to Wachovia Bank, National Association), in accordance with the redemption provisions applicable to such certificates of obligation; such suggested form of notice of redemption being attached hereto as **Exhibit D-1** and incorporated herein by reference as a part of this Ordinance for all purposes.

(b) The Series 2005 Refunded Bonds shall be redeemed and the same are hereby called for redemption on February 15, 2015, at the price of par plus accrued interest to the date of redemption. The City Secretary is hereby authorized and directed to file a copy of this Ordinance, together with a suggested form of notice of redemption to be sent to bondholders, with U.S. Bank National Association (successor paying agent/registrars to Wachovia Bank, National Association), in accordance with the redemption provisions applicable to such bonds; such suggested form of notice of redemption being attached hereto as **Exhibit D-2** and incorporated herein by reference as a part of this Ordinance for all purposes.

(c) The Series 2005 Refunded Certificates shall be redeemed and the same are hereby called for redemption on February 15, 2015, at the price of par plus accrued interest to the date of redemption. The City Secretary is hereby authorized and directed to file a copy of this Ordinance, together with a suggested form of notice of redemption to be sent to certificateholders, with U.S. Bank National Association (successor paying agent/registrars to Wachovia Bank, National Association), in accordance with the redemption provisions applicable to such certificates of obligation; such suggested form of notice of redemption being attached hereto as **Exhibit D-3** and incorporated herein by reference as a part of this Ordinance for all purposes.

(d) 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 2013, 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 25th day of March, 2013.

CITY OF RICHARDSON, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

APPROVED AS TO FORM:

Robert D. Dransfield, Bond Counsel

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of March 25, 2013 (this "Agreement"), by and between Regions Bank, a banking corporation duly organized and existing under the laws of the State of Alabama and authorized to do business in the State of Texas, or its successors (the "Bank") and the City of Richardson, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "CITY OF RICHARDSON, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013" (the "Securities"), dated March 15, 2013, such Securities scheduled to be delivered to the initial purchasers thereof on or about April 25, 2013; 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, 5th 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

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

CITY OF RICHARDSON, TEXAS,

By: _____
Mayor

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

Attest:

City Secretary

[signature page to Paying Agent/Registrar Agreement]

EXHIBIT B
PURCHASE AGREEMENT

EXHIBIT C
SPECIAL ESCROW AGREEMENT

EXHIBIT D-1

NOTICE OF REDEMPTION

CITY OF RICHARDSON, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 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 \$1,650,000, have been called for redemption on May 25, 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</u>	<u>CUSIP Number</u>
2014	\$ 135,000	
2015	140,000	
2016	145,000	
2017	155,000	
2018	160,000	
2019	165,000	
2020	175,000	
2021	185,000	
2022	190,000	
2023	200,000	

ALL SUCH CERTIFICATES OF OBLIGATION shall become due and payable on May 25, 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 (successor paying agent/registrar to Wachovia Bank, National Association) 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
14241 Dallas Parkway, Suite 490
Dallas, Texas 75254

EXHIBIT D-2

NOTICE OF REDEMPTION

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

NOTICE IS HEREBY GIVEN that the bonds of the above series maturing on and after February 15, 2016, and aggregating in the principal amount of \$18,490,000, have been called for redemption on February 15, 2015 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 Outstanding</u>	<u>Principal Amount Redeemed</u>	<u>CUSIP Number</u>
2016	\$ 2,530,000	\$ 1,870,000	
2017	2,665,000	1,965,000	
2018	2,330,000	1,740,000	
2019	2,185,000	1,630,000	
2020	2,305,000	1,720,000	
2021	2,425,000	1,810,000	
2022	2,555,000	1,905,000	
2023	2,700,000	2,015,000	
2024	2,840,000	2,120,000	
2025	1,000,000	970,000	
2025	1,300,000	745,000	

ALL SUCH BONDS shall become due and payable on February 15, 2015, and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said bonds shall be paid to the registered owners of the bonds only upon presentation and surrender thereof to U.S. Bank National Association (successor paying agent/registrar to Wachovia Bank, National Association) at its designated office at the following address: Attention: Bond Operations, 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
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 2005
Dated April 1, 2005

NOTICE IS HEREBY GIVEN that the certificates of obligation of the above series maturing on and after February 15, 2016, and aggregating in the principal amount of \$1,905,000, have been called for redemption on February 15, 2015 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>
2016	\$ 210,000	\$ 155,000	
2017	220,000	160,000	
2018	230,000	170,000	
2019	240,000	175,000	
2020	250,000	185,000	
2021	260,000	190,000	
2022	275,000	205,000	
2023	285,000	210,000	
2024	300,000	220,000	
2025	315,000	235,000	

ALL SUCH CERTIFICATES OF OBLIGATION shall become due and payable on February 15, 2015, and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said certificates of obligation shall be paid to the registered owners of the certificates of obligation only upon presentation and surrender thereof to U.S. Bank National Association (successor paying agent/registrar to Wachovia Bank, National Association) at its designated office at the following address: Attention: Bond Operations, 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
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. 4003

AN ORDINANCE authorizing the issuance of “CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2013”; 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 \$8,620,000 for the purpose of paying contractual obligations to be incurred for (1) constructing and equipping firefighting facilities, (2) providing equipment and vehicles for community events, emergency management, information technology, civic center, police, fire, planning, traffic and transportation, facility services, parks and recreation, municipal library and solid waste departments, (3) improving and extending the City’s water and sewer system, and (4) professional services rendered in connection therewith, has been duly published in *The Dallas Morning News*, a newspaper hereby found and determined to be of general circulation in the City of Richardson, Texas, on February 15, 2013 and February 22, 2013, 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 2013” (the “Certificates”), for the purpose of paying contractual obligations to be incurred for (1) constructing and equipping firefighting facilities, (2) providing equipment and vehicles for community events, emergency management, information technology, civic center, police, fire, planning, traffic and transportation, facility services, parks and recreation, municipal library and solid waste departments, (3) improving and extending the

City’s water and sewer system, 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, 2013 (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>
2014		_____ %
2015		_____ %
2016		_____ %
2017		_____ %
2018		_____ %
2019		_____ %
2020		_____ %
2021		_____ %
2022		_____ %
2023		_____ %
2024		_____ %
2025		_____ %
2026		_____ %
2027		_____ %
2028		_____ %
2029		_____ %
2030		_____ %
2031		_____ %
2032		_____ %
2033		_____ %

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, 2014, 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, 2024, 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, 2023 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 2013

Certificate Date: March 15, 2013 Interest Rate: _____% Stated Maturity: _____ CUSIP No.: _____

Registered Owner: _____

Principal Amount: _____ DOLLARS

The City of Richardson (hereinafter referred to as the “City”), a body corporate and municipal corporation in the Counties of Dallas and Collin, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above (the “Registered Owner”), or the registered assigns thereof, the Principal Amount stated above, 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, 2014, 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 and equipping firefighting facilities, (2) providing equipment and vehicles for community events, emergency management, information technology, civic center, police, fire, planning, traffic and transportation, facility services, parks and recreation, municipal library and solid waste departments, (3) improving and extending the City's water and sewer system, 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, 2024, 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, 2023, 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 aforestated. In case any provision in this Certificate or any application thereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

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

CITY OF RICHARDSON, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

(SEAL)

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

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

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

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

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

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

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within-mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and

registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in 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>
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(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, 2014, 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 2013” 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 2013 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 and the Certificates, the Net Revenues of the System are not in any manner pledged to the payment of any debt or obligation of the City or of the System.

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

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

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

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

Ordinance and all covenants, agreements and other obligations of the City to the Holders shall thereupon cease, terminate and be discharged and satisfied.

Certificates, or any principal 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, BOSCO, Inc. (A Subsidiary of BOK Financial Corporation) and Raymond James & Associates, Inc. (herein collectively referred to as the “Purchasers”) in accordance with the Purchase Agreement dated March 25, 2013 (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 25, 2013, in the reoffering, sale and delivery of the Certificates to the public. The Mayor or Mayor Pro Tem and the City Secretary are further authorized to execute and deliver for and on behalf of the City copies of the Official Statement in final form as may be required by the Purchasers, and such Official Statement in final form and content shall be deemed to be approved by the City Council and shall constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 31. Proceeds of Sale. The proceeds of sale of the Certificates, excluding the accrued interest and amounts to be used to pay the costs of issuing the Certificates, shall be deposited in a fund maintained at a depository bank of the City (the "Construction Fund"). Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in any authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts, and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Accrued interest received from the Purchasers as well as any investment earnings remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund. [The net premium received from the Purchasers in the amount of \$_____ shall be used as follows: \$_____ shall be deposited to the Construction Fund, \$_____ shall be used to pay costs of issuance and \$_____ shall be used for underwriters' discount.] 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 2013, 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 25, 2013.

CITY OF RICHARDSON, TEXAS

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

(City Seal)

Robert D. Dransfield, Bond Counsel

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of March 25, 2013 (this "Agreement"), by and between Regions Bank, a banking corporation duly organized and existing under the laws of the State of Alabama and authorized to do business in the State of Texas, or its successors (the "Bank") and the City of Richardson, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2013" (the "Securities"), dated March 15, 2013, such Securities scheduled to be delivered to the initial purchasers thereof on or about April 25, 2013; 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, 5th 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

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

CITY OF RICHARDSON, TEXAS,

By: _____
Mayor

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

Attest:

City Secretary

[signature page to Paying Agent/Registrar Agreement]

EXHIBIT B
PURCHASE AGREEMENT

EXHIBIT C

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

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

Annual Financial Statements and Operating Data

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

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

Accounting Principles

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



MEMO

DATE: March 21, 2013
TO: Honorable Mayor and City Council
FROM: Michael Spicer, Director of Development Services MS
SUBJECT: Zoning File 13-04 – West Spring Valley Corridor PD Amendments – Section 8, Sign Regulations

REQUEST

This is a proposed City-initiated amendment to the Sign Standards of the West Spring Valley Corridor Planned Development District (Ordinance No. 3839). The proposed amendment would establish a maximum sign area of two-hundred (200) square feet per ground floor façade for Mixed Use, Commercial, and Live/Work building types. The West Spring Valley Corridor is generally bounded by Coit Road to the west, Central Expressway to the east, Spring Valley Road to the south, and a mix of existing single-family neighborhoods to the north. The Planned Development (PD) area comprises approximately 198 acres.

BACKGROUND

The original PD ordinance was adopted in May 2011. In October 2011 refinements were made to the PD in order to clarify and adjust some standards, make the regulations more user-friendly, and to provide for more effective administration. The PD regulations have subsequently been used primarily to determine whether proposed modifications to existing development are allowed or if a minor or major modification would be required. Recently staff identified an issue related to the Sign Standards, specifically regarding the maximum allowable sign area for ground floor facades on Mixed Use, Commercial and Live/Work building types.

Current PD regulations limit the allowable square footage of ground floor signage to 20% of the façade area. There being no other controlling standard, signs within the West Spring Valley Corridor have the potential to significantly exceed the maximum sign area allowable elsewhere in the City. Multiple existing buildings in the West Spring Corridor could accommodate wall signs in excess of 300 square feet on a single ground floor elevation. For other areas of the City, Chapter 18 of the Code of Ordinances limits attached signage within Retail and Commercial zoning districts to two (2) square feet of signage for every lineal foot of building frontage, with a maximum allowable sign area of 200 square feet, regardless of the length of the building frontage.

The existing potential for such large signs within the West Spring Valley Corridor specifically relates to existing buildings having extensive, blank facades with little or no architectural detailing. This concern is not associated with new development conforming to PD regulations as the substantial architectural detailing and fenestration required for new buildings cannot be obscured by signage. It is highly unlikely that a new building would be able to accommodate more than 200 square feet of signage on a single ground floor façade.

No correspondence has been received regarding the proposed amendment. Two (2) residents spoke at the CPC hearing, but their comments were unrelated to the proposed amendment.

PLAN COMMISSION RECOMMENDATION

The City Plan Commission, by a vote of 7-0, recommended approval of the amendment as proposed.

ATTACHMENTS

City Plan Commission Minutes 03-19-2013
Staff Report
Zoning Map
Aerial Map

Notice of Public Hearing (CPC & CC)
Notification List
Proposed Ordinance No. 4004

**DRAFT - EXCERPT
CITY OF RICHARDSON
CITY PLAN COMMISSION MINUTES – March 19, 2013**

PUBLIC HEARING

Zoning File 13-04: Consider and take necessary action on a City-initiated amendment to the Sign Standards (Section VIII, Subsection B.1.b., “Signs, General”) of the West Spring Valley Corridor Planned Development District (Ordinance 3839) to establish a maximum sign area of two-hundred (200) square feet per façade for Mixed Use, Commercial and Live/Work building types.

Mr. Shacklett stated that the City was initiating a request to amend the West Spring Valley (WSV) Corridor Planned Development District Regulations under Ordinance 3839, Section VIII, “Sign Standards”, to establish a maximum sign area of two hundred (200) square feet per ground floor façade for mixed-use, commercial, and live/work building types.

Mr. Shacklett pointed out that under the current regulations, the PD would allow signs to be much larger than those allowed elsewhere in the City, which is governed under Chapter 18 of the Code of Ordinances prohibiting attached signage in excess of 200 square feet. He added that the requested change would affect existing buildings in WSV, specifically single-tenant buildings with large blank facades with little or no architectural detailing.

Chairman Gantt stated he did not have any concerns

Vice Chair Hand asked if the proposed amendment was simply to fix an oversight from the original regulations.

Mr. Shacklett replied that the request was a way to tighten up the sign regulations.

With no further questions for staff, Chairman Gantt opened the public hearing.

Ms. Mariya Askari, 919 S. Weatherred, Apt 115, Richardson, Texas, stated she had received a letter notifying her of the meeting and was concerned that the City was attempting to take her home with the requested change.

Chairman Gantt advised that was not the case and the City was only attempting to tighten the regulations of the WSV PD regarding how signs were regulated.

No further comments were made in favor or opposed and Chairman Gantt closed the public hearing.

Motion: Commissioner Bright made a motion to recommend approval as presented; second by Vice Chair Hand. Motion approved 7-0.



Staff Report

TO: City Council

THROUGH: Michael Spicer, Director of Development Services *MS*

FROM: Sam Chavez, Assistant Director – Development Services *SC*

DATE: March 21, 2013

RE: **Zoning File 13-04:** West Spring Valley Corridor PD Amendments - Section 8, Sign Regulations

WEST SPRING VALLEY CORRIDOR:

The area within the PD is generally bounded by Coit Road to the west, Central Expressway to the east, Spring Valley Road to the south, and the existing single-family neighborhoods to the north. The PD is approximately 198 acres, of which approximately 10 acres is right-of-way.

BACKGROUND:

The original West Spring Valley Planned Development (PD) Ordinance (Ord. No. 3818) was adopted in May of 2011. Corrections of scrivener's errors were made in June 2011.

In the Fall of 2011, staff identified refinements that were necessary to clarify the PD ordinance including the following:

- Make the regulations more user-friendly by:
 - Revising graphics to more accurately reflect scale, dimensions, and labels
 - Standardization of language for townhome, patio home, and duplex design
 - Clarification of alternative landscape materials to be allowed
 - Addition and revision of definitions
- Allow for more effective administration by:
 - Restructuring the Non-Conforming Properties section of the PD
 - Revisions to the Review and Approval section of the PD specifically related to minor modifications
 - Revisions to the appendices of the PD including permitted uses, street trees and landscaping, and design guidelines
- Improve the regulations without changing the vision, intent or goals of the West Spring Valley Corridor Reinvestment Strategy by:
 - Amending build-to-line requirements to allow flexibility in variation of requirements for setbacks and build-to-zones

- Amending porch requirements for patio home and duplex developments
- Add statement to the Parking section regarding the reduction of overall pavement in the District
- Amending standards related to the location of ground mounted utilities
- Amending standards for various sign types (canopy, building blade, building identification, district identity, monument, and projecting/hanging signs)

The proposed amendments were approved in October 2011, and the updated West Spring Valley PD Ordinance was codified in Ordinance No. 3839.

Since that time, staff has utilized the Code predominately to determine if proposed modifications to existing developments were allowed under the Non-Conforming section of the Code or if a minor/major modification would be required. Recently, staff has identified an issue related to Section 8 – Sign Standards of the Code, and the proposed zoning amendment presented herein would address and revise the following standard related to signs.

PROPOSED AMENDMENT:

After review of the Sign Standards, staff identified an issue related to the maximum amount of attached wall signage allowed. The particular concern relates to the maximum amount of square footage allowed for wall signs on existing buildings as opposed to future buildings developed per the PD. Below is a description of the regulation being addressed, the issue with how the regulation is currently written, and the proposed amendment to address the issue:

1. Section VIII, Subsection B.1.b.i. (Mixed Use, Commercial and Live/Work Building Types) 1st paragraph – The ground floor of the building (maximum 25 feet in height) is allowed a maximum combined effective area for all signs requiring a permit of 20% of the total area of the ground floor façade.

Issue – Although the maximum allowable square footage is limited to 20% of the façade area, there is no maximum total square footage restriction. This would allow for signs much larger than elsewhere allowed in the City, especially for buildings with large blank façades. In multiple instances, existing structures could accommodate in excess of 300 square feet of wall signs on a single elevation, especially for large single tenant buildings that have long, blank facades with little or no architectural detailing.

For other areas of the City, Chapter 18 of the Code of Ordinances limits attached signage within Retail and Commercial zoning districts to two (2) square feet of signage for every lineal foot of building frontage; however, the maximum allowable sign area is 200 square feet regardless of the length of the building frontage.

Proposed Amendment – Revise Section VIII, Subsection B.1.b.i. (Mixed Use, Commercial and Live/Work Building Types) to read: *The ground floor of the building (maximum 25 feet in height) may have a maximum combined effective area for all signs requiring a permit of 20% of the total area of the ground floor façade or 200 square feet, whichever is less.*

Staff does not have a concern related to the maximum amount of ground floor signage that would be allowed for new development that conforms to the PD. New development in the PD requires a substantial amount of architectural detailing for building facades. Furthermore, the PD does not allow signs to obscure significant architectural details. Based on these requirements, it is not expected that a new building would be able to accommodate more than 200 square feet of signage on a particular façade.

REQUESTED ACTION:

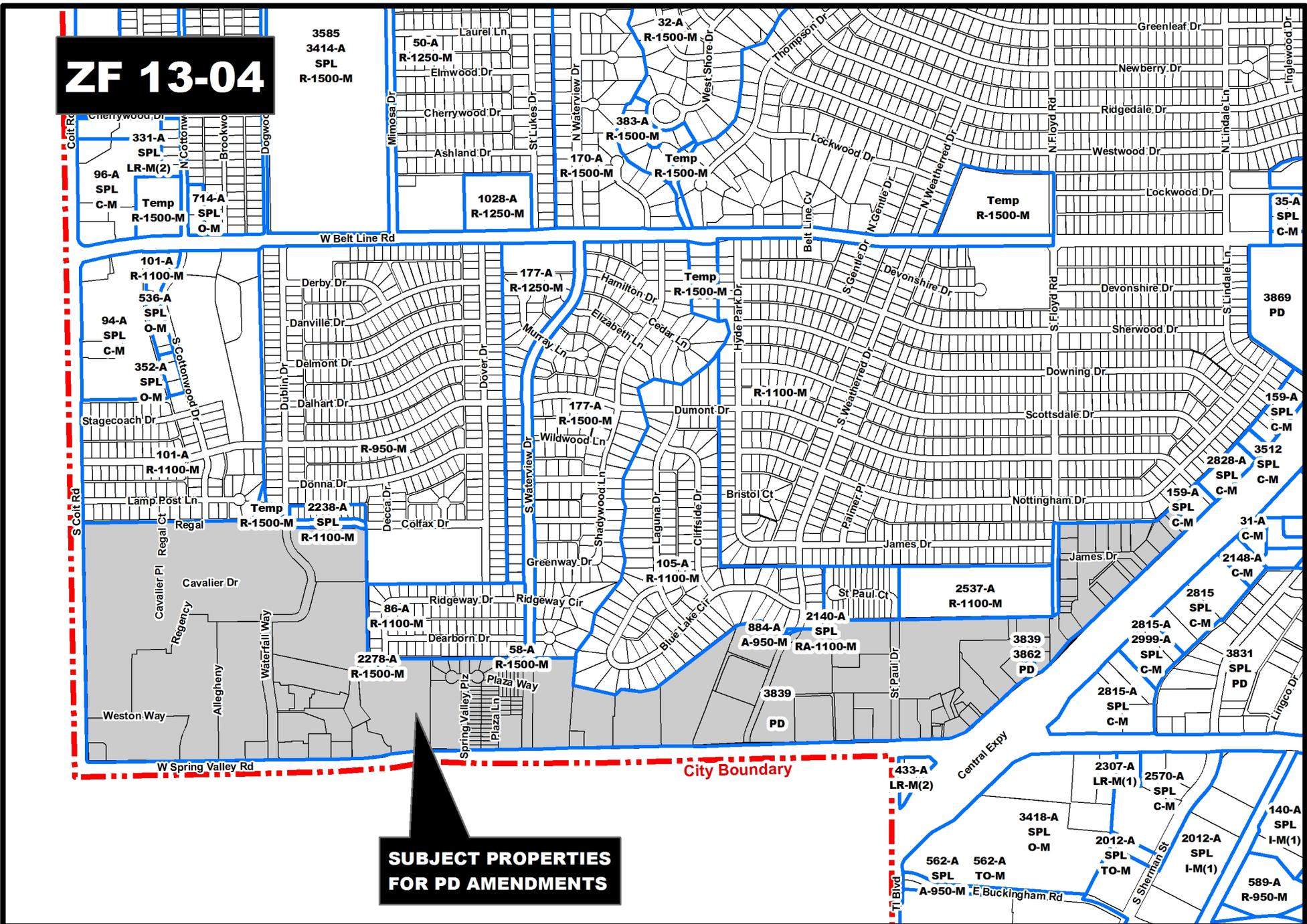
Correspondence: As of this date, no correspondence has been received. Two (2) residents were present to speak at the CPC meeting; however, their comments were unrelated to the proposed amendment.

Motion: On March 19, 2013, the City Plan Commission recommended approval of the request as presented on a vote of 7-0.

Section VIII, Subsection B.1.b.i shall be revised to read (bolded text is text to be added to the subsection):

*The ground floor of the building (maximum 25 feet in height) may have a maximum combined effective area for all signs requiring a permit not exceeding 20% of the total area of the ground floor façade **or 200 square feet, whichever is less.** For multi-tenant buildings, the effective area for all signs for each tenant shall not exceed 20% for the total area for the tenant's portion of the façade.*

ZF 13-04



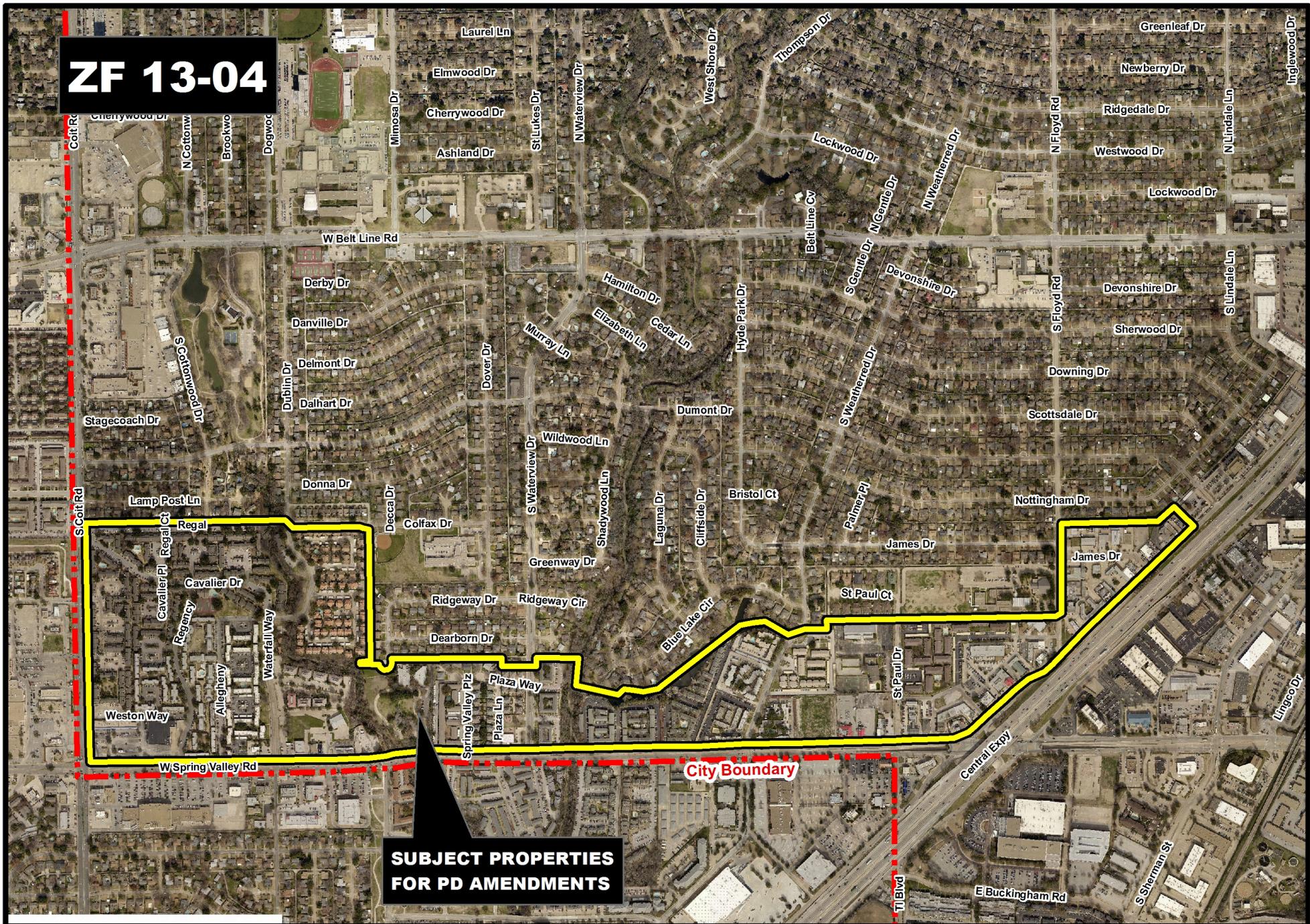
ZF 13-04 Zoning Map

Updated By: shacklett, Update Date: February 25, 2013
File: DSI\mapping\Cases\Z\2013\ZF1304\ZF1304 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 13-04



ZF 13-04 Aerial Map

Updated By: shacklett, Update Date: February 25, 2013
File: DSI\mapping\Cases\Z\2013\ZF1304\ZF1304 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.





Notice of Public Hearing

City Plan Commission • Richardson, Texas

An application has been received by the City of Richardson for a:

PD AMENDMENTS

File No./Name: ZF 13-04 / West Spring Valley Sign Regulations
Property Owner: Multiple Owners
Applicant: City of Richardson
Location: North side of Spring Valley Road from Coit Road to Central Expressway, and northward along Central Expressway extending to the south property line of 600 South Central Expressway, generally bounded on the north by single-family neighborhoods (see map on reverse side)
Current Zoning: PD Planned Development
Request: A City-initiated amendment to the Sign Standards (Section VIII, Subsection B.1.b., "Signs, General") of the West Spring Valley Corridor Planned Development District (Ordinance No.3839) to establish a maximum sign area of two-hundred (200) square feet per façade for Mixed Use, Commercial and Live/Work building types.

The City Plan Commission will consider this request at a public hearing on:

TUESDAY, MARCH 19, 2013
7:00 p.m.
City Council Chambers
Richardson City Hall, 411 W. Arapaho Road
Richardson, Texas

The City Council will consider this request at a public hearing on:

MONDAY, MARCH 25, 2013
7:30 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 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. Any person wishing to speak at a Public Hearing scheduled on the City Council agenda shall complete a City Council Appearance Card prior to the matter being reached and present it to the City Secretary.

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/City Council agendas for these meetings will be posted on the City of Richardson website the Friday before the public hearing. For a copy of the agenda, please go to: <http://www.cor.net>.

For additional information, please contact the Dept. of Development Services at 972-744-4240 and reference Zoning File number ZF 13-04.

Date Posted and Mailed: 03/08/2013

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PERRY JOHN P &
POKROSS AMY E
1308 LAMP POST LN
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RAMIREZ RAUL H & SYLVIA A
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KNOTT JAMIE A
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HUMPHREY GEORGE L & PAULA
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MORRISON CORY L
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1416 LAMP POST LN
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HART LILLIAN
1418 LAMP POST LN
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KOPECK THOMAS &
PATRICIA MONKHOUSE
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HAIL CURTIS V & AMY J
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WEST LINN, OR 97068-9309

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FATIHA BENCHELLAL
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RICHARDSON, TX 75080-5849

FREDERICK MICHAEL W
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RICHARDSON, TX 75080-5713

EMERT ERIC MANSFIELD
1241 DONNA DR
RICHARDSON, TX 75080-5849

O'BERG GARY E &
CATHY L PYLE-O'BERG
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RICHARDSON, TX 75080-5849

FEEMSTER DANNY
6502 SOUTHRIDGE PKWY
ALLEN, TX 75002-5536

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REVOCABLE TRUST AGRMNT
607 N LARCHMONT BLVD
LOS ANGELES, CA 90004-1307

LUCIANO MARIA
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RICHARDSON, TX 75080-5849

CAFFEY PHILIP
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RICHARDSON, TX 75080-5849

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RICHARDSON, TX 75082-2875

BRADFORD WENDY
612 DUBLIN DR
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CASTRORIOS LENOR
610 DECCA DR
RICHARDSON, TX 75080-5810

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FRANCISCA N
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TRADITIONAL SELECT HOMES
2517 CUSTER PKWY
RICHARDSON, TX 75080-2121

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1412 LAMP POST LN
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RICHARDSON, TX 75080-5724

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RICHARDSON, TX 75080-6110

CULLEN MARY
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RICHARDSON, TX 75080-6006

SYED MASUD
629 NOTTINGHAM DR
RICHARDSON, TX 75080-6110

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7708 TOPHILL LN
DALLAS, TX 75248-5633

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BITTLE CARRIE E
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HANCOCK KYLE L
1236 COLFAX DR
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MEUIR REBEKAH L
614 DECCA DR
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SUSAN P ARSENEAU
1238 COLFAX DR
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3456 GLENMARK DR
HACIENDA HEIGHTS, CA
91745-6445

DUTT MELVA E
1242 COLFAX DR
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LONG JERRY
1244 COLFAX DR
RICHARDSON, TX 75080-6756

WILEY MARY
1246 COLFAX DR
RICHARDSON, TX 75080-6756

PASKILL DAN
1248 COLFAX DR
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RODGERS W HOMES INC
495 RIM ROCK RD
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3324 MIRO PL
DALLAS, TX 75204-7526

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RICHARDSON, TX 75080-6756

FLEX CAPITAL PROPERTIES LTD
558 S CENTRAL EXPY
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HARTMAN JOSEPH D & SANDRA R
615 DECCA DR
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704 JAMES DR
RICHARDSON, TX 75080-6027

PIT STOP TRIO, LP,
620 JAMES DR
RICHARDSON, TX 75080-7407

WEBB DON H &
VICTORIA WEBB
4325 POMONA RD
DALLAS, TX 75209-2821

BESFKI & TAMAR INC
1104 COLLEGE PARK BLVD
RICHARDSON, TX 75081-5206

FREMONT CAPITAL LLC
705 S FLOYD RD STE 100
RICHARDSON, TX 75080-7404

AUTOMOTIVE INC
9319 LBJ FWY STE 220
DALLAS, TX 75243-3453

ORTIZ DAMIAN
700 JAMES DR
RICHARDSON, TX 75080-6027

PATAK BERNARD A
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RICHARDSON, TX 75080-6028

MCCOY KEVIN
705 JAMES DR
RICHARDSON, TX 75080-6028

MORTAZAVI MARYAM
640 S CENTRAL EXPY
RICHARDSON, TX 75080-7401

BEDFORD GOLD & SILVER EXCHA
3809 AIRPORT FWY
BEDFORD, TX 76021-6110

HARRIS R GAIL & PAULA R
701 JAMES DR
RICHARDSON, TX 75080-6028

WAGNER ALDEN E JR
5159 YOLANDA LN
DALLAS, TX 75229-6433

ST PAUL THE APOSTLE
CATHOLIC CHURCH
3915 LEMMON AVE
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1002 HEMINGWAY DR
COLLEGE STATION, TX 77845-5686

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7190 FM 1830
ARGYLE, TX 76226-5069

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PO BOX 830625
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1228 RIDGEWAY DR
RICHARDSON, TX 75080-6754

ANSTEAD KAREN
1230 RIDGEWAY DR
RICHARDSON, TX 75080-6754

BATTON LEROY &
MCCARTHY FELICIA
800 RIDGEWAY DR
RICHARDSON, TX 75080-6711

REESE GENEVA A
805 S WEATHERED DR
RICHARDSON, TX 75080-7202

TRITES JERI DIANNE
804 S WEATHERED DR
RICHARDSON, TX 75080-7201

JONES CARYL N
821 SAINT PAUL CT
RICHARDSON, TX 75080-7305

PORTNOY NOEL
807 S WEATHERED DR
RICHARDSON, TX 75080-7202

MATOS MARK L &
LENA LEVARIO
813 BLUE LAKE CIR
RICHARDSON, TX 75080-6910

RODRIGUEZ ROBERT XAVIER &
DARLENE W
809 BLUE LAKE CIR
RICHARDSON, TX 75080-6910

JENKINS CAROLYN ANN & CLINT
1935 EDGEHILL DR
ALLEN, TX 75013-5305

SHEARRER KELLY &
KAREN SHEARRER
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807 BLUE LAKE CIR
RICHARDSON, TX 75080-6910

SNOW ADAM R
819 SAINT PAUL CT
RICHARDSON, TX 75080-7305

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821 SAINT PAUL CT
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733 S FLOYD RD
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RICHARDSON, TX 75080-6912

WILLIAMS STEPHEN R &
SHERRY L M
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RICHARDSON, TX 75080-6910

MENDOZA BONIFACIA C & JAVIER
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903 BLUE LAKE CIR
RICHARDSON, TX 75080-6912

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VIDES JUAN C & ANA A
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760 10233 CE LTD
% LOUIS H LEBOWITZ
4311 W LOVERS LN #200
DALLAS, TX 75209-2803

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POEN RONALD W & ANGELA
802 S CENTRAL EXPY
RICHARDSON, TX 75080-7413

MITCHELL STEPHEN H & KAREN
905 BLUE LAKE CIR
RICHARDSON, TX 75080-6912

CRAWFORD BLAKE
1231 RIDGEWAY DR
RICHARDSON, TX 75080-6714

BLANCAS EPIFANIO
1112 DEARBORN CIR
RICHARDSON, TX 75080-6934

CENTRE SQUARE
JOINT VENTURE
1225 DUBLIN RD
COLUMBUS, OH 43215-1024

CASTILLO ISABEL M &
FLORENTINO CASTILLO
1202 DEARBORN DR
RICHARDSON, TX 75080-6703

QUIROZ EDUARDO &
DORA ALICIA P
1206 NORTHPARK DR
RICHARDSON, TX 75081-5830

GARCIA NICK & SALLY
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ROMAN CATH DIOCESE DALLAS
% BISHOP KEVIN FARRELL
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CONNIE B TONEY LF ESTATE
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NAVA ABDON
1210 DEARBORN DR
RICHARDSON, TX 75080-6703

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GOMEZ ANITA G
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RICHARDSON, TX 75080-6703

FREDERICK SARA KATHRYN
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RICHARDSON, TX 75080-6703

HIGGINS GENE R & GERENE F
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RICHARDSON, TX 75080-6703

SOWERS WESLEY H JR
1315 CHESTERTON DR
RICHARDSON, TX 75080-2802

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MICHELLE R THATCHER
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RICHARDSON, TX 75080-6703

PALACIOS DAVID & ZOILA A
806 RIDGEWAY DR
RICHARDSON, TX 75080-6711

SHENANDOAH INVESTMENT INC
939 ALLEGHENY CT
RICHARDSON, TX 75080-6518

RAAMCO TEXCO PPTIES LP
270 SYLVAN AVE
ENGLEWOOD CLIFFS, NJ 07632-
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SIMONDS CHRIS W
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VIRANI AMIR INC TR
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9618 MOSS FARM LN
DALLAS, TX 75243-7617

MEJIAS IVAN & CAROLINE
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BELLER DAVID L & KELLY E
1230 DEARBORN DR
RICHARDSON, TX 75080-6703

SWEITZER ALAN & LEAH SWEITZER
3309 INDIAN TRL
ROWLETT, TX 75088-1593

JBZ ASSET MANAGEMENT LP
788 SOUTH FLOYD RD
RICHARDSON, TX 75080-7403

SERVICE KING PAINT & BODY
808 S CENTRAL EXPY
RICHARDSON, TX 75080-7413

WISKI MARLYS
900 RIDGEWAY DR
RICHARDSON, TX 75080-6712

BLACKLEDGE JOHN W & CLETA
730 DUMONT DR
RICHARDSON, TX 75080-6003

HERRICK RALPH A & DORIS
920 BLUE LAKE CIR
RICHARDSON, TX 75080-6954

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RICHARDSON, TX 75080-6014

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MARIA FELIX
1221 DEARBORN DR
RICHARDSON, TX 75080-6704

AGUIRRE MARIO & DOLORES
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VICENTE TEODORO &
LAURA RUIZ
1227 DEARBORN DR
RICHARDSON, TX 75080-6704

MARKS CAROL STEMMONS
1306 CHICKASAW DR
RICHARDSON, TX 75080-3721

GONZALES ADRIAN &
CATALINA
1229 DEARBORN DR
RICHARDSON, TX 75080-6704

MARTINEZ MARIA
1211 DEARBORN DR
RICHARDSON, TX 75080-6704

CARRANZA CARMEN MARIA
1209 DEARBORN DR
RICHARDSON, TX 75080-6704

SHELTON KENNETH E
PO BOX 601679
DALLAS, TX 75360-1679

ARNOLD VIOLET
PO BOX 835144
RICHARDSON, TX 75083-5144

KURZIUS LAUREL
KURZIUS FAMILY LIV REV TR
1203 DEARBORN DR
RICHARDSON, TX 75080-6704

SRIVATHANAKUL NUCHARIN
1104 DEARBORN CIR
RICHARDSON, TX 75080-6934

CERMENO GIOVANNI E &
EVELYN SUSANA DIAZ
1102 DEARBORN CIR
RICHARDSON, TX 75080-6934

SHORT SHANNON L & MICHAEL J
933 BLUE LAKE CIR
RICHARDSON, TX 75080-6912

SYNHORST JAMES L & LAURA S
7877 LA SOBRINA DR
DALLAS, TX 75248-3138

MUNGUIA LORENA & ARMANDO
902 RIDGEWAY DR
RICHARDSON, TX 75080-6712

NOWAK JAMES E & CHERYL J
800 S CENTRAL EXPY
RICHARDSON, TX 75080-7413

MENEFEE MICHAEL E
6420 EMERALDWOOD DR
DALLAS, TX 75254-7825

KOMKOV ANDREA
915 BLUE LAKE CIR
RICHARDSON, TX 75080-6912

TEXAS PERFORMING CHINESE
ARTS ASSOCIATION INC
5220 VILLAGE CREEK DR
PLANO, TX 75093-5066

CASILLAS MARIA & GAD ORTA
1231 DEARBORN DR
RICHARDSON, TX 75080-6704

HINSLEY BOBBY
1201 DEARBORN DR
RICHARDSON, TX 75080-6704

CHANGSUK CHANTHANA &
NAWAT KUNCHAETONG
1100 DEARBORN CIR
RICHARDSON, TX 75080-6934

JOSHI FAMILY PARTNERSHIP LT
3805 SANDSTONE RD
SAN ANGELO, TX 76904-5740

MARTIN DOROTHY DEAN
917 BLUE LAKE CIR
RICHARDSON, TX 75080-6912

NGUYEN QUYNH & MY
622 SUNSET HILL DR
ROCKWALL, TX 75087-3219

ROSENSHTEIN ANATOLY
900 SPRING VALLEY PLZ
RICHARDSON, TX 75080-6726

THAI TONG H & UYEN P
2000 CLUB LAKE CIR
ROCKWALL, TX 75087-3165

GERALDEZ JESUS & VIRGINIA
4300 WINGREN DR
PLANO, TX 75093-3247

TONG SIVLING
906 SPRING VALLEY PLZ
RICHARDSON, TX 75080-6726

LAPLANT STEVEN J & KATHLEEN C
919 BLUE LAKE CIR
RICHARDSON, TX 75080-6912

DAVIS GARY W & CHRIS B
922 BLUE LAKE CIR
RICHARDSON, TX 75080-6954

ZWEIACKER PAUL LEON & JO ANN
929 BLUE LAKE CIR
RICHARDSON, TX 75080-6912

HOELZLE BRADEN & BETHANY
921 BLUE LAKE CIR
RICHARDSON, TX 75080-6912

DR REAL ESTATE LLC
500 E 77TH ST APT 1808
NEW YORK, NY 10162-0017

MOREL SHANNON E
923 BLUE LAKE CIR
RICHARDSON, TX 75080-6912

HATFIELD THOMAS A & LINDY L
925 BLUE LAKE CIR
RICHARDSON, TX 75080-6912

HUNTINGTON DROWN LP
PO BOX 488
YOSEMITE NTPK, CA 95389-0488

INTERNATIONAL ASSOCIATION
OF ELECTRICAL INSPECTORS
901 WATERFALL WAY # 602
RICHARDSON, TX 75080-7702

WHITE LOUIS H
1000 W SPRING VALLEY RD
RICHARDSON, TX 75080-7005

DALLAS CITY OF
PLANNING DEPARTMENT
1509 MARILLA STREET
DALLAS, TX 75201

TEXAS UTILITIES ELEC CO
% STATE & LOCAL TAX DEPT
PO BOX 219071
DALLAS, TX 75221-9071

CGB PROPERTIES LTD
800 W SPRING VALLEY RD
RICHARDSON, TX 75080-7018

RIZOS DAVID GRANT &
4820 BELLERIVE DR
DALLAS, TX 75287-7201

CHENG REN
730 W SPRING VALLEY RD
RICHARDSON, TX 75080-7256

TAM & TAM ENTERPRISE INC
714 W SPRING VALLEY RD
RICHARDSON, TX 75080-7256

PGI ASHLEY PLACE LTD
%PARLIAMENT GROUP
4801 W LOVERS LN
DALLAS, TX 75209-3137

PARDUE OAKS AT
SPRING VALLEY LTD THE
11110 WOODMEADOW PKWY
DALLAS, TX 75228-1455

TPMH ENTERPRISES INC
PO BOX 763009
DALLAS, TX 75376-3009

KIM KWAN KYUN
818 S CENTRAL EXPY STE 5
RICHARDSON, TX 75080-7322

COLONY INV CO THE
125 N MARKET ST STE 1300
WICHITA, KS 67202-1713

JJEMMA LLC
1502 E IRVING BLVD
IRVING, TX 75060-4412

JACKSON M J
PO BOX 830068
RICHARDSON, TX 75083-0068

SPRING VALLEY PROPERTIES LL
3126 SAN JACINTO ST
DALLAS, TX 75204-5525

KILLICK GEORGE B
PO BOX 516005
DALLAS, TX 75251-6005

HIGH 5 TIRES INC
1913 UPLANDS DR
PLANO, TX 75025-3053

SPRING VALLEY SQUARE LTD
CORNER REAL ESTATE SVCS
4300 N CENTRAL EXPY
DALLAS, TX 75206-6532

WILLINGHAM W W TR
8525 FERNDAL RD STE 204
DALLAS, TX 75238-4400

JJEMMA LLC
1502 E IRVING BLVD
IRVING, TX 75060-4412

JOHNSON JACKSON
1625 BRENT CT
GRAND PRAIRIE, TX 75051-4321

GRABLOWSKY MAXINE M TR
% HERBERT D WEITZMAN
3901 LOVERS LANE CIR
DALLAS, TX 75225-7103

JOSEY-SPRING VALLEY LLC
1264 W SPRING VALLEY RD
RICHARDSON, TX 75080-6720

NAYEBCORP INC
A TEXAS CORPORATION
8220 SPRING VALLEY RD
DALLAS, TX 75240-3831

SANDERS ILENE ROSENFELD
4836 SANDESTIN DR
DALLAS, TX 75287-7215

CHUN YOOL C
1310 W SPRING VALLEY RD
RICHARDSON, TX 75080-6660

NARMIN ENTERPRISES INC
1436 W SPRING VALLEY RD
RICHARDSON, TX 75080-6502

GOODLUCK CORPORATION
701 W SPRING VALLEY RD
RICHARDSON, TX 75080-7200

MEINEKE SAM W INVESTMENT
COMPANY INC
1234 CENTER ST
DEER PARK, TX 77536-3242

COWPERTHWAIT CLAUDIA K
914 S WATERVIEW DR
RICHARDSON, TX 75080-6728

STORY JAMES
909 PLAZA LN
RICHARDSON, TX 75080-6568

RESTREPO LUZ MARY &
EFRAIN ARANZAZU
913 PLAZA LN
RICHARDSON, TX 75080-6568

KALLUVILAYIL SONY K &
ELIZABETH R
917 PLAZA LN
RICHARDSON, TX 75080-6568

KESSE SABRINA G
921 PLAZA LN
RICHARDSON, TX 75080-6568

KNOLLS KIDS INC
14045 WATERFALL WAY
DALLAS, TX 75240-3841

ARANZAZU CESAR
1216 PLAZA WAY
RICHARDSON, TX 75080-6570

LEWIS ERIN C &
JONATHAN C FITT
1212 PLAZA WAY
RICHARDSON, TX 75080-6570

BOUDREAUX JOHNNY W
1208 PLAZA WAY
RICHARDSON, TX 75080-6570

CHEN WENHUA & WANG JIANMEI
1204 PLAZA WAY
RICHARDSON, TX 75080-6570

BOULOS CHRISTY
12110 WENDY ST
CERRITOS, CA 90703-7553

KING DIANA
1201 PLAZA WAY
RICHARDSON, TX 75080-6571

MAMONE DON G
1205 PLAZA WAY
RICHARDSON, TX 75080-6571

ONEAL CHRISTEN &
SHAWLESA T AMOS
1209 PLAZA WAY
RICHARDSON, TX 75080-6571

NOLAN DALYN
1213 PLAZA WAY
RICHARDSON, TX 75080-6571

ELLIS CRYSTAL L
1217 PLAZA WAY
RICHARDSON, TX 75080-6571

BROWN REESE L
920 S WATERVIEW DR
RICHARDSON, TX 75080-6728

DAO DAVID Q
924 S WATERVIEW DR
RICHARDSON, TX 75080-6728

CLARK ROBIN D
928 S WATERVIEW DR
RICHARDSON, TX 75080-6728

BURNS RYAN
932 S WATERVIEW DR
RICHARDSON, TX 75080-6728

SONNIER MICHAEL SHANE
PO BOX 835573
RICHARDSON, TX 75083-5573

ISHAQUE AHMAD MUNEER
1221 PLAZA WAY
RICHARDSON, TX 75080-6571

NEGUSSE MUSSIE
939 SPRING VALLEY PLZ
RICHARDSON, TX 75080-6727

RAHIMZADEH MAHYAR &
KIANI KIANDOKNT
930 PLAZA LN
RICHARDSON, TX 75080-6567

OSUCHUKWU WINSTON
928 PLAZA LN
RICHARDSON, TX 75080-6567

BAUER ISTVAN & IULIANA
616 MAIZE RD
PLANO, TX 75094-5309

WAKEFIELD MAXINE D
924 PLAZA LN
RICHARDSON, TX 75080-6567

VUONG HIEU C
922 PLAZA LN
RICHARDSON, TX 75080-6567

BAUSLEY THOMAS JR
920 PLAZA LN
RICHARDSON, TX 75080-6567

BOSS BRADLEY R
918 PLAZA LN
RICHARDSON, TX 75080-6567

CHOWDHURY NAZMUL
14001 GOLDMARK DR # 256
DALLAS, TX 75240-4266

CONFIDENTIAL OWNER MELINDA
PO BOX 832563
RICHARDSON, TX 75083-2563

RAJASEKARAN VIJAY
912 PLAZA LN
RICHARDSON, TX 75080-6567

GONDI ARUNA R
910 PLAZA LN
RICHARDSON, TX 75080-6567

BANU KANEEZ E &
ZAINULABEDIN MIR A
908 PLAZA LN
RICHARDSON, TX 75080-6567

GUNASEKERA NIPUNA H
906 PLAZA LN
RICHARDSON, TX 75080-6567

MARTINEZ MICHAEL ALBERT
904 PLAZA LN
RICHARDSON, TX 75080-6567

RAMOS JUAN JAVIER
5325 HYDE ST
LOS ANGELES, CA 90032-2325

KIRK JAY B
900 PLAZA LN
RICHARDSON, TX 75080-6567

SLAUGHTER CARRIE
13430 MILL GROVE LN
DALLAS, TX 75240-5536

PRINCE NATALEE
911 SPRING VALLEY PLZ
RICHARDSON, TX 75080-6727

SHARMA UMESH
913 SPRING VALLEY PLZ
RICHARDSON, TX 75080-6727

MATTOX MARCUS
915 SPRING VALLEY PLZ
RICHARDSON, TX 75080-6727

NAMASIVAYAM AARTHIE &
GIRIHARAN NAMASIVAYAM
917 SPRING VALLEY PLZ
RICHARDSON, TX 75080-6727

ZIEGLER WILLIAM
8318 COLUMBIA DR
ROWLETT, TX 75089-8679

HILL JEFFREY W
921 SPRING VALLEY PLZ
RICHARDSON, TX 75080-6727

MCGRUE MELVA
923 SPRING VALLEY PLZ
RICHARDSON, TX 75080-6727

RAHMAN MOHD K & SABINA YASM
925 SPRING VALLEY PLZ
RICHARDSON, TX 75080-6727

SANCHEZ CARMELO NAJERA
927 SPRING VALLEY PLZ
RICHARDSON, TX 75080-6727

GOOLSBY JARED R & JUSTA E
929 SPRING VALLEY PLZ
RICHARDSON, TX 75080-6727

YOHANNES RAHEL
931 SPRING VALLEY PLZ
RICHARDSON, TX 75080-6727

BURT EDWIN S & JEAN L
726 AUTUMN OAKS DR
ALLEN, TX 75002-5082

PRUITT JON M
1803 HATHAWAY LN
FRISCO, TX 75034-7840

NEGUSSE MUSSIE D
937 SPRING VALLEY PLZ
RICHARDSON, TX 75080-6727

OCHOA BAUDILIO N
2021 LORIENT DR
CARROLLTON, TX 75007-2321

PATE CONNIE &
KELLY GUTIERREZ
903A SPRING VALLEY PLZ
RICHARDSON, TX 75080-6727

CLARK LARRY DELL
824 SAINT PAUL CT
RICHARDSON, TX 75080-7305

WATERFALL WAY ASSOC LP
2211 NE LOOP 410
SAN ANTONIO, TX 78217-4630

LEAVES INC THE
1230 W SPRING VALLEY RD
RICHARDSON, TX 75080-7709

ZF 13-04
Notification List

900 WEST SPRING VALLEY LP
5910 N CENTRAL EXPWY # 1355
DALLAS, TX 75204-5735

AAKRE PAUL M
849 DUBLIN DR APT B
RICHARDSON, TX 75080-7716

ABAY GEZAHAN K SR
869 DUBLIN DR APT A
RICHARDSON, TX 75080-7725

ABBAS ALI
919 S WEATHERRED DR APT 115
RICHARDSON, TX 75080-7242

ABIDI MIR
919 S WEATHERRED DR APT 149
RICHARDSON, TX 75080-7259

ALARAKHIA ALNOOR ET AL
2621 WAKEFIELD DR
PLANO, TX 75093-3208

ALBRIGHT JOSHUA
897 DUBLIN DR APT B
RICHARDSON, TX 75080-7739

ALHILALI ZAIDOUN
906 S WEATHERRED DR APT A
RICHARDSON, TX 75080-7237

ALLEN MICHAEL
4509 HACKBERRY LN
ALLEN, TX 75002-5631

ALMAZO PABLO
980 S WEATHERRED DR APT C
RICHARDSON, TX 75080-7214

ALMAZO PABLO
919 S WEATHERRED DR APT 154
RICHARDSON, TX 75080-7245

ALMAZO PABLO
5402 CARRINGTON DR
RICHARDSON, TX 75082-2891

ALONSO CARMEN
919 S WEATHERRED DR APT 127
RICHARDSON, TX 75080-7248

ANWAR MOHAMMAD A
821 DUBLIN DR APT 257
RICHARDSON, TX 75080-6790

ASKARI MARIYA
919 S WEATHERRED DR APT 115
RICHARDSON, TX 75080-7242

ASKARI SAMIRA F
919 S WEATHERRED DR APT 115
RICHARDSON, TX 75080-7242

ASRAT MARTHA
906 S WEATHERRED DR APT C
RICHARDSON, TX 75080-7255

AUCTION PROPERTIES FUND I LLC
400 N ST PAUL ST SUITE 1450
DALLAS, TX 75201-3114

AURELIO FRANCESCA
919 S WEATHERRED DR APT 107
RICHARDSON, TX 75080-7241

AZIZ NAJMA
8416 QUINTON POINT DR
PLANO, TX 75025-7002

BALACHANDRACHARI JAGADISH
948 S WEATHERRED DR APT D
RICHARDSON, TX 75080-7206

BANU INSIA
919 S WEATHERRED DR APT 105
RICHARDSON, TX 75080-7259

BAXTER RONALD CRAIG
821 DUBLIN DR APT 171
RICHARDSON, TX 75080-6789

BEESEY JOHN & CANDACE M
312 KINGS LAKE
MCKINNEY, TX 75070-8778

BERHANU SENAIT
2999 GREENFIELD DR
RICHARDSON, TX 75082-3647

BERNABE ARVIN
893 DUBLIN DR APT B
RICHARDSON, TX 75080-7737

BLACKMAR ROGER III
900 S WEATHERRED DR APT E
RICHARDSON, TX 75080-7211

BONNER JAN ELISE
861 DUBLIN DR APT D
RICHARDSON, TX 75080-7721

BOONE ANNE H EST % PAULA
BOONE PARROTT
703 DUMONT DR
RICHARDSON, TX 75080-6004

BOX TERRI
9319 WATERVIEW RD
DALLAS, TX 75218-2745

BRIGGS JOHN DAVID
1416 STAGECOACH DR
RICHARDSON, TX 75080-5719

BRIGHT ALLYSON M
843 DUBLIN DR APT D
RICHARDSON, TX 75080-7713

BROSHEARS JAMES E & KRISTEI
900 S WEATHERRED DR APT L
RICHARDSON, TX 75080-7205

BRUNER CONNIE
837 DUBLIN DR APT D
RICHARDSON, TX 75080-6799

BRUNER SHARON A
891 DUBLIN DR APT B
RICHARDSON, TX 75080-7736

BRUNKER GERALD P
901 WATERFALL WAY STE 407
RICHARDSON, TX 75080-6793

BU YAN
919 S WEATHERRED DR APT 225
RICHARDSON, TX 75080-7259

BURKARI FARHAAN
904 S WEATHERRED DR APT G
RICHARDSON, TX 75080-7210

CAMERON CORY DANIEL
960 S WEATHERRED DR
RICHARDSON, TX 75080-7206

CAO TRINH
5501 ESTATE LN
PARKER, TX 75094-3022

CARLSON GREGORY
919 S WEATHERRED DR APT 131
RICHARDSON, TX 75080-7249

CARRANZA ROXANA
2501 HAWTHORNE DR
CARROLLTON, TX 75006-1612

CARRILLO MARIA E
835 DUBLIN DR APT C
RICHARDSON, TX 75080-6797

CARWILE REBEKAH
847 DUBLIN DR APT A
RICHARDSON, TX 75080-7715

CASTEEL RUBY I
919 S WEATHERRED DR APT 136
RICHARDSON, TX 75080-7259

CASTELEMAN BOBBY G & KEREN L
LENZER
425 FIELDWOOD DR
RICHARDSON, TX 75081-5533

CENTENO JASON J
PO BOX 192493
DALLAS, TX 75219-8520

CHAN YUK LING JOLLY
851 DUBLIN DR APT D
RICHARDSON, TX 75080-7717

CHANG WAYNE
883 DUBLIN DR APT D
RICHARDSON, TX 75080-7732

CHANZ NANCY B
821 DUBLIN DR APT 157
RICHARDSON, TX 75080-6784

CHATMON BRENDA
902 S WEATHERRED DR APT E
RICHARDSON, TX 75080-7246

CHE THOA THI & QUANG THANH
NGUYEN
926 S WEATHERRED DR
RICHARDSON, TX 75080-7206

CHEN EDWARD MAUCHI
9320 LONGVIEW DR
PLANO, TX 75025-5048

CHEN JIANYOUNG
4649 CHAPEL CREEK DR
PLANO, TX 75024-6852

CHEN SHUN DI
928 S WEATHERRED DR
RICHARDSON, TX 75080-7206

CHEN YIRU
950 S WEATHERRED DR
RICHARDSON, TX 75080-7206

CHESTER JOHN IVOR III
446 W IRELAND DR
IRVING, TX 75062-6723

CHOW KAI PING & CHENG HOI
906 S WEATHERRED DR APT B
RICHARDSON, TX 75080-7255

CLARK ALICE F
833 DUBLIN DR APT D
RICHARDSON, TX 75080-6795

COLLINS BRAD
919 S WEATHERRED DR APT 118
RICHARDSON, TX 75080-7259

CONNELL JEFFREY DYLAN
3225 TURTLE CREEK BLVD #1619B
DALLAS, TX 75219-5472

CONNER TRICIA DIANE
835 DUBLIN DR APT 4
RICHARDSON, TX 75080-6797

CORREIA BRANDON & BETTY
919 S WEATHERED DR APT 108
RICHARDSON, TX 75080-7241

CORTOPASSI ADOLFO
3416 WINTER OAK DR
GARLAND, TX 75044-7344

CRAMER SCOTT
6900 HURSEY ST
DALLAS, TX 75205-1363

CREASEY FLOYD E
135 ANCHORAGE DR
FLAGLER BEACH, FL 32136-2731

CUBRA RADE & NEVENKA
839 DUBLIN DR APT D
RICHARDSON, TX 75080-7711

D & J APARTMENTS INC % TYRUS S
ISHII
1217 LAUKAHI ST
HONOLULU, HI 96821-1405

DALVENTURA HERMELA O
12480 ABRAMS RD APT 2621
DALLAS, TX 75243-1637

DAO NGHIA H & HONG T TRAN
881 DUBLIN DR APT D
RICHARDSON, TX 75080-7731

DARBY LEVI
821 DUBLIN DR APT 155
RICHARDSON, TX 75080-6784

DATABASE ENHANCEMENT
901 WATERFALL WAY STE 201
RICHARDSON, TX 75080-6791

DAVIS JOHN B JR
924 S WEATHERED DR
RICHARDSON, TX 75080-7206

DAVIS LINDA G
902 S WEATHERED DR APT G
RICHARDSON, TX 75080-7209

DAVIS MARILYN L
877 DUBLIN DR APT C
RICHARDSON, TX 75080-7729

DEGEFA ERMIA S
900 S WEATHERED DR APT A
RICHARDSON, TX 75080-7203

DEHNE JAMES F & DONNA
804 CRESSIDE LN
RICHARDSON, TX 75081-5113

DEMISSEW ALEMPSEHAY
980 S WEATHERED DR APT B
RICHARDSON, TX 75080-7214

DENG YONGZHAO & ZUOFENG
ZHENG
821 DUBLIN DR APT 111
RICHARDSON, TX 75080-6721

DEPUYDT NICOLE
887 DUBLIN DR APT A
RICHARDSON, TX 75080-7734

DERRICK DELLA C
845 DUBLIN DR APT C
RICHARDSON, TX 75080-7714

DIAZ HANA L
821 DUBLIN DR APT 165
RICHARDSON, TX 75080-6789

DILLON KRYSTLE
821 DUBLIN DR APT 143
RICHARDSON, TX 75080-6721

DIN NAZIR D & MIMI SK
831 DUBLIN DR APT D
RICHARDSON, TX 75080-6745

DONG LIANG
821 DUBLIN DR APT 135
RICHARDSON, TX 75080-6721

DONLEY RICHARD A
863 DUBLIN DR APT B
RICHARDSON, TX 75080-7722

DORNAN CYNTHIA L
2712 BELMEADE DR
CARROLLTON, TX 75006-2118

DOUGHERTY KATHLEEN M
821 DUBLIN DR APT 203
RICHARDSON, TX 75080-6789

DUGUMA MUSE A
932 S WEATHERED DR
RICHARDSON, TX 75080-7206

DUTIA KRISHNA G
7111 LEAMEADOW DR
DALLAS, TX 75248-5503

EBALLA MYLA
851 DUBLIN DR APT B
RICHARDSON, TX 75080-7717

ERICKSON TAMERA A
851 DUBLIN DR APT A
RICHARDSON, TX 75080-7717

ESQUIVEL LILIA A
895 DUBLIN DR APT A
RICHARDSON, TX 75080-7738

FAROUK OMAR
202 S LOIS LN
RICHARDSON, TX 75081-4213

FI PROPERTY MANAGEMENT LP
4421 JENKINS DR
PLANO, TX 75024-4818

GARCIA CESAR A
919 S WEATHERRED DR APT 132
RICHARDSON, TX 75080-7259

GE ZHENGGUO
919 S WEATHERRED DR APT 134
RICHARDSON, TX 75080-7249

GEE TRACY
821 DUBLIN DR APT 161
RICHARDSON, TX 75080-6789

GILLARD GERALDINE
843 DUBLIN DR APT A
RICHARDSON, TX 75080-7713

GONZALEZ FREDDY
821 DUBLIN DR APT 255
RICHARDSON, TX 75080-6790

EDJ LLC
901 WATERFALL WAY STE 205
RICHARDSON, TX 75080-6791

ESPARZA ELVIA
821 DUBLIN DR APT 201
RICHARDSON, TX 75080-6789

ESTEP RICHARD D & MELISSA C
863 DUBLIN DR APT D
RICHARDSON, TX 75080-7722

FATHULLAH JALIL
5809 WILMINGTON DR
FRISCO, TX 75035-2843

FLANNIGAN KATHE % RODE
41 HIDDEN VALLEY AIRPARK
SHADY SHORES, TX 76208-7321

GARCIA JAVIER
919 S WEATHERRED DR APT 110
RICHARDSON, TX 75080-7241

GEBREHANA TESFU
984 S WEATHERRED DR
RICHARDSON, TX 75080-7206

GIBSON MARY LOUISE
3309 BLUERIDGE LN
GARLAND, TX 75042-4818

GLASS TIMOTHY M
220 E 3RD AVE
CORSICANA, TX 75110-4630

GORMAN TOM
PO BOX 667
DELTA JCT, AK 99737-0667

ELSWARD FARHAT A
919 S WEATHERRED DR APT 151
RICHARDSON, TX 75080-7259

ESPREE JOHN D
837 DUBLIN DR APT B
RICHARDSON, TX 75080-6799

FANTA YESHIMEBET T
SFASU PO BOX 6676
NACOGDOCHES, TX 75962-0001

FEREJA SAMUEL D & SELAMAWIT L
TSION
845 DUBLIN DR APT D
RICHARDSON, TX 75080-7714

FOWLER DAVID B
821 DUBLIN DR APT 181
RICHARDSON, TX 75080-6789

GASPER JOANN P
893 DUBLIN DR APT C
RICHARDSON, TX 75080-7737

GEBREMESKEL TSEGAYE W
883 DUBLIN DR APT B
RICHARDSON, TX 75080-7732

GILBREATH BILLY RAY
919 S WEATHERRED DR APT 207
RICHARDSON, TX 75080-7250

GODWIN GEORGE & JOYCE
837 DUBLIN DR APT A
RICHARDSON, TX 75080-6799

GRAYSON CINDI M
881 DUBLIN DR APT B
RICHARDSON, TX 75080-7731

GRIMES JANET
13735 FAR HILLS LN
DALLAS, TX 75240-3734

GRIMES JANET
13735 FAR HILLS LN
DALLAS, TX 75240-3734

GU YUQI
1722 E BRANCH HOLLOW DR
CARROLLTON, TX 75007-1445

HA ANDY & JENNY
843 DUBLIN DR APT C
RICHARDSON, TX 75080-7713

HAGELE ANNETTE M
821 DUBLIN DR APT 145
RICHARDSON, TX 75080-6721

HALL ARTHUR
3106 ROLLING KNOLL DR
FARMERS BRANCH, TX 75234-3738

HASH EDITH M % LINDY HATFIELD
925 BLUE LAKE CIR
RICHARDSON, TX 75080-6912

HASTY CHARLES E
7350 N HIWAY 1
LITTLE RIVER, CA 95456-0000

HAUGEN VERA I
843 DUBLIN DR APT B
RICHARDSON, TX 75080-7713

HEGG JERRY A
2016 LAMBERT CT
PLANO, TX 75075-2901

HENERY DENYSE M
859 DUBLIN DR APT D
RICHARDSON, TX 75080-7720

HERNANDEZ GABRIELA
958 S WEATHERRED DR
RICHARDSON, TX 75080-7206

HIAN FREDDY S T & SEE CHOY LING
1804 CONQUEST DR
ARLINGTON, TX 76006-6600

HILL CLAUDE M JR
914 S WEATHERRED DR
RICHARDSON, TX 75080-7206

HIMES MICHAEL
1901 W SPRING CREEK APT 306
PLANO, TX 75023-4219

HOLLOWAY WILLIAM
885 DUBLIN DR APT C
RICHARDSON, TX 75080-7733

HOLLOWAY WILLIAM J & MARIA A
893 DUBLIN DR APT A
RICHARDSON, TX 75080-7737

HOSSAIN MOHAMMED AZMAL
4101 GLENROSE DR
GARLAND, TX 75042-4638

HSU RUTH
821 DUBLIN DR APT 179
RICHARDSON, TX 75080-6789

HUA QUYEN TU
964 S WEATHERRED DR
RICHARDSON, TX 75080-7206

HUANG GUO LAN
887 WATERFALL WAY
RICHARDSON, TX 75080-7701

HUBERT GEORGE J & LIZETTE NOEL
873 DUBLIN DR APT C
RICHARDSON, TX 75080-7727

HUEY LORI & JOSEPH
6937 QUARTERWAY DR
DALLAS, TX 75248-5546

HUGHES FRANCOISE
6025 W ROSIE LN SE
MABLETON, GA 30126-2774

HUGHES FRANCOISE
6025 W ROSIE LN SE
MABLETON, GA 30126-2774

HUGHES FRANCOISE
904 S WEATHERRED DR APT A
RICHARDSON, TX 75080-7210

HUNDE MILKYAS D & SELAWIT
TEGEN
845 DUBLIN DR
RICHARDSON, TX 75080-7714

HUNTER ERROL
982 S WEATHERRED DR APT B
RICHARDSON, TX 75080-7215

HUOI ADAMS NGU
920 S WEATHERRED DR
RICHARDSON, TX 75080-7206

HUSSAIN SYED GAZANFAR
919 S WEATHERRED DR APT 119
RICHARDSON, TX 75080-7247

IBARRA FRANCISCO JAVIER
938 S WEATHERRED DR
RICHARDSON, TX 75080-7206

ILIEVA BORIANA V
831 DUBLIN DR APT A
RICHARDSON, TX 75080-6745

ISLAM JAHIRUL & PINKY
SHAHINUR HOSSAIN
10135 RITA RD
DALLAS, TX 75243-2618

IVANOV IVAN
2716 TIMBERHILL DR
FLOWER MOUND, TX 75028-2231

JENTINK JON G
2324 GREENHILL DR
CARROLLTON, TX 75006-1633

JOHNSON RICH
821 DUBLIN DR APT 249
RICHARDSON, TX 75080-6790

JONES KIMBERLY N
821 DUBLIN DR APT 241
RICHARDSON, TX 75080-6790

KCB EQUITIES INC PMB350
17194 PRESTON RD #102
DALLAS, TX 75248-1227

KEEN TERESA ANN
849 DUBLIN DR APT A
RICHARDSON, TX 75080-7716

KHAN AZIZ
906 S WEATHERRED DR APT G
RICHARDSON, TX 75080-7255

IBARRA MELISSA & MARTIN
IBARRA
970 S WEATHERRED DR
RICHARDSON, TX 75080-7206

INT'NL ASSOC OF ELECTRICAL
INSPECTORS
901 WATERFALL WAY STE 602
RICHARDSON, TX 75080-7702

ISLAM VERA H
841 DUBLIN DR APT A
RICHARDSON, TX 75080-7712

JACKSON ANGELA HOPE & DAVID
LYLE
4451 MIRA VISTA DR
FRISCO, TX 75034-7519

JIANG HAO & YUJING PAN
2709 FLAMINGO LN
PLANO, TX 75074-2027

JOHNSTON LYNNE
902 S WEATHERRED DR APT C
RICHARDSON, TX 75080-7246

KAO TINGYAO
831 DUBLIN DR APT C
RICHARDSON, TX 75080-6745

KE FAN
9104 BRISTOL DR
MCKINNEY, TX 75071-7415

KEMP CHARLOTTE J
821 DUBLIN DR APT 167
RICHARDSON, TX 75080-6789

KHELAWAN MANOJ K
3074 CRESCENT AVE
MARINA, CA 93933-3530

IBRAM SADA
919 S WEATHERRED DR APT 156
RICHARDSON, TX 75080-7212

ISIP PRISCILLA IMAYSAY & ROMAN
877 DUBLIN DR APT A
RICHARDSON, TX 75080-7729

ISLAMOVIC SALKO & ESMA G
BELMA ISLAMOVIC
897 DUBLIN DR APT A
RICHARDSON, TX 75080-7739

JEMAL NASSER & RABIA SHAMIL
855 DUBLIN DR APT B
RICHARDSON, TX 75080-7718

JIANG SHENG L
867 DUBLIN DR APT B
RICHARDSON, TX 75080-7724

JONES HOLLY DAY
821 DUBLIN DR APT 133
RICHARDSON, TX 75080-6721

KC CENTER SQUARE INVESTMENTS
INC
4218 BROOKTREE LN
DALLAS, TX 75287-6720

KEE JAMES
891 DUBLIN DR APT A
RICHARDSON, TX 75080-7736

KENDALL VITANYA
859 DUBLIN DR APT B
RICHARDSON, TX 75080-7720

KILPATRICK DONALD M
3917 BOBBIN LN
ADDISON, TX 75001-3102

KILPATRICK DONALD M
821 DUBLIN DR APT 119
RICHARDSON, TX 75080-6776

KOCH SALLY J
904 S WEATHERRED DR APT D
RICHARDSON, TX 75080-7210

KUMSA YOHANNES D
916 S WEATHERRED DR
RICHARDSON, TX 75080-7206

LAUNCH INTERNATIONAL LP
15515 TRAILS END DR
DALLAS, TX 75248-4956

LEE CHUN HSIANG
936 S WEATHERRED DR
RICHARDSON, TX 75080-7206

LI MEI GUI
919 S WEATHERRED DR APT 104
RICHARDSON, TX 75080-7240

LIANG BAOJIN & DEYING HU
841 DUBLIN DR APT B
RICHARDSON, TX 75080-7712

LIN LEI WENHUEI
PO BOX 835233
RICHARDSON, TX 75083-5233

MAJANO ELISEO
859 DUBLIN DR APT A
RICHARDSON, TX 75080-7720

MANTHEYI JOSEPH R
PO BOX 450009
GARLAND, TX 75045-0009

KILPATRICK DONALD M
7152 FAIR OAKS AVE APT 1193
DALLAS, TX 75231-6107

KOCHEVAR KELLY
835 DUBLIN DR APT A
RICHARDSON, TX 75080-6797

LACSAMANA EFREN T
871 DUBLIN DR APT A
RICHARDSON, TX 75080-7726

LAXSON GERALDINE
913 GRINNELL DR
RICHARDSON, TX 75081-5227

LEI YANG
919 S WEATHERRED DR APT 212
RICHARDSON, TX 75080-7259

LI QIAO & HONG XU
932 S WEATHERRED DR
RICHARDSON, TX 75080-7206

LIBERIO KAREN S
821 DUBLIN DR APT 253
RICHARDSON, TX 75080-6790

LIN WANG HUEI
895 DUBLIN DR APT B
RICHARDSON, TX 75080-7738

MANARD JOAN
861 DUBLIN DR APT B
RICHARDSON, TX 75080-7721

MARCINKOWSKA KENNETH A
821 DUBLIN DR APT 219
RICHARDSON, TX 75080-6776

KLINE JEFFREY CARLTON
930 S WEATHERRED DR
RICHARDSON, TX 75080-7206

KOH STEPHANIE
919 S WEATHERRED DR APT 208
RICHARDSON, TX 75080-7250

LANGFORD BOBBIE K
6302 KNOB HILL RD
HOWE, TX 75459-4443

LE NAM T & NGA T
2255 HORNED OWL ST
GRAND PRAIRIE, TX 75052-3041

LI ANG
4009 HIGHLAND SHORES DR
PLANO, TX 75024-3789

LI YUANFANG
1239 12TH AVE SW UNIT 211
CALGARY, ALBERTA T3C 3R8

LIFESCAPE VILLAS ON DUBLIN HOA
ASSOC INC
821 DUBLIN DR APT 187
RICHARDSON, TX 75080-6789

LIU JASON
6520 BARFIELD DR
RICHARDSON, TX 75252-2504

MANDERSCHIED RICHARD M
821 DUBLIN DR APT 259
RICHARDSON, TX 75080-6790

MARDARE VIRGIL
6218 SHATTUCK DR
GARLAND, TX 75044-3756

MARDARE VIRGIL
895 DUBLIN DR APT C
RICHARDSON, TX 75080-7738

MARR FRANCIS & SIU
3324 SANDY TRAIL LN
PLANO, TX 75023-5656

MCGEEHORN SUE E
887 DUBLIN DR APT C
RICHARDSON, TX 75080-7734

MOHAMMAD ROUF A
919 S WEATHERRED DR APT 213
RICHARDSON, TX 75080-7251

MOORE DENNIS & BRENDA
MOORE
7335 FOXWORTH DR
DALLAS, TX 75248-3035

MOTAKEF MANSOUR & ZARRIN
ATYABI
4065 BRIAR TREE LN
FRISCO, TX 75034-3869

NADBY NOAM
7319 HINES PL SUITE C
DALLAS, TX 75235-4040

NELSON PATRICIA J
821 DUBLIN DR APT 211
RICHARDSON, TX 75080-6789

NGUYEN LAN H
1306 WILDWOOD LN
KATY, TX 77494-4229

NOLACEA JOSE G & EVELIA PEREZ
900 S WEATHERRED DR APT D
RICHARDSON, TX 75080-7211

MARIAM ZELEKA T & MAIDEL M
974 S WEATHERRED DR
RICHARDSON, TX 75080-7206

MARTINEZ JUAN
2801 STAFFORD CT
MCKINNEY, TX 75070-4280

MILLIGAN GEGAIL
821 DUBLIN DR APT 235
RICHARDSON, TX 75080-6790

MOKHTARI MOHAMAD & AZAR
6113 ALPHA RD
DALLAS, TX 75240-3532

MOORE JOHN H
900 S WEATHERRED DR APT C
RICHARDSON, TX 75080-7203

MURPHY KEITH A & LINDA M
11950 VERONA CT
FRISCO, TX 75035-2339

NAJERA JUAN JESUS
948 S WEATHERRED DR APT B
RICHARDSON, TX 75080-7206

NEWMAN LINDA
821 DUBLIN DR APT 261
RICHARDSON, TX 75080-6790

NGUYEN NAM XUAN
622 CRESTED COVE DR
GARLAND, TX 75030-3483

NORPEG PROPERTIES LLC
617 18TH ST STE 102
PLANO, TX 75074-1401

MARQUEZ SOPHIA
821 DUBLIN DR APT 123
RICHARDSON, TX 75080-6721

MATTHEWS MARISOL
821 DUBLIN DR APT 229
RICHARDSON, TX 75080-6776

MJBK FAMILY TRUST, MICHAEL J
FORNI TRUSTEE
821 DUBLIN DR APT 169
RICHARDSON, TX 75080-6789

MONZO MONICA
859 DUBLIN DR APT C
RICHARDSON, TX 75080-7720

MOSS LINDA EST OF
329 DALEPORT DR
MURPHY, TX 75094-4444

MYERS MARY MADELINE TR
1709 CHERBOURG DR
PLANO, TX 75075-2183

NANOS NICOLETTE
906 S WEATHERRED DR APT F
RICHARDSON, TX 75080-7237

NGO DIANNA
2406 SAM HOUSTON DR
GARLAND, TX 75044-7508

NOBLE MARTHA
887 DUBLIN DR APT B
RICHARDSON, TX 75080-7734

NORVELL MAUREEN H
863 DUBLIN DR APT A
RICHARDSON, TX 75080-7722

NOVAK ELLA
821 DUBLIN DR APT 237
RICHARDSON, TX 75080-6776

OMALLEY MICHAEL & MINERVA
919 S WEATHERRED DR APT 102
RICHARDSON, TX 75080-7240

ORTEGA NIKKI R
904 S WEATHERRED DR APT E
RICHARDSON, TX 75080-7210

OUELLETTE ROLAND I
4016 HANOVER ST
DALLAS, TX 75225-7009

PARRY CYNTHIA K
2720 CALICO ROCK DR
FORT WORTH, TX 76131-2034

PEREZ ANA M
900 W SPRING VALLEY RD
RICHARDSON, TX 75080-7004

POLINCHAK RAYMOND
849 DUBLIN DR APT C
RICHARDSON, TX 75080-7716

RAABE R W
901 WATERFALL WAY STE 107
RICHARDSON, TX 75080-6753

RAPHAEL JOSEPH A % EBBY
HALLIDAY REALTORS
PO BOX 12348
DALLAS, TX 75225-0348

RICHARDS BARBARA ANN & LARRY
WILLIAMS
PO BOX 1013
LITTLE ELM, TX 75068-1013

NUNEZ SABEL
881 DUBLIN DR APT A
RICHARDSON, TX 75080-7731

OMENKEUKWU GREGORY ET AL
897 DUBLIN DR APT C
RICHARDSON, TX 75080-7739

ORTIZ JAIME
919 S WEATHERRED DR APT 116
RICHARDSON, TX 75080-7259

PALACIOZ JERRY T JR
821 DUBLIN DR APT 251
RICHARDSON, TX 75080-6790

PEDERSEN ROBERT D &
JEANNETTE M
7808 GLENNEAGLE DR
DALLAS, TX 75248-2336

PERKINS M PAULINE
885 DUBLIN DR APT A
RICHARDSON, TX 75080-7733

PUCKETT DEBRA G & HENRY
893 DUBLIN DR APT D
RICHARDSON, TX 75080-7737

RABINOVITCH DORIT
966 S WEATHERRED DR
RICHARDSON, TX 75080-7206

RAPHAEL SUNIL
821 DUBLIN DR APT 131
RICHARDSON, TX 75080-6721

RICHARDSON ANN E
821 DUBLIN DR APT 151
RICHARDSON, TX 75080-6784

NUNEZ SABEL S
821 DUBLIN DR APT 113
RICHARDSON, TX 75080-6721

ORTEGA BARRY
883 DUBLIN DR APT A
RICHARDSON, TX 75080-7732

OSTROFF ALAN M ETAL
821 DUBLIN DR APT 103
RICHARDSON, TX 75080-6721

PARKES RIDA
919 S WEATHERRED DR APT 133
RICHARDSON, TX 75080-7259

PENNINGTON JAMES T
919 S WEATHERRED DR APT 143
RICHARDSON, TX 75080-7259

PILAT EWA
873 DUBLIN DR APT D
RICHARDSON, TX 75080-7727

PURDY SCOTT M
821 DUBLIN DR APT 185
RICHARDSON, TX 75080-6776

RACHEL TAMARA D
1416 STAGECOACH DR
RICHARDSON, TX 75080-5719

RAZA SARAH E
857 DUBLIN DR APT B
RICHARDSON, TX 75080-6719

RIOS EUSTACIO & CHARLES
MARTINA
946 S WEATHERRED DR
RICHARDSON, TX 75080-7206

RIOS IGNACIO & FRANCO PATRICIA
976 S WEATHERRED DR
RICHARDSON, TX 75080-7206

ROMERO PAUL B
821 DUBLIN DR APT 129
RICHARDSON, TX 75080-6721

ROWELL LEE
877 DUBLIN DR APT B
RICHARDSON, TX 75080-7729

SARGENT MARY SUSAN &
BENJAMIN CHARLES III
187 DAWS EDGE DR
MONTGOMERY, TX 77356

SHAGA MELAT B
956 S WEATHERRED DR
RICHARDSON, TX 75080-7214

SHEIKH HAMMADSARWAR
919 S WEATHERRED DR APT 227
RICHARDSON, TX 75080-7253

SHUMAN MOHAMMED A R
919 S WEATHERRED DR APT 125
RICHARDSON, TX 75080-7248

SINGH SURJIT
4208 MAYCRAFT DR
RICHARDSON, TX 75082-5313

SNYDER SHARON A
821 DUBLIN DR APT 149
RICHARDSON, TX 75080-6721

STANLEY WILLIAM
849 DUBLIN DR APT D
RICHARDSON, TX 75080-7716

RIZOS DAVID GRANT &
4820 BELLERIVE DR
DALLAS, TX 75287-7201

RONASZEKI HAJNALKA & GABOR
821 DUBLIN DR APT 175
RICHARDSON, TX 75080-6789

SAAVEDRAROSSEY SUSANA
982 S WEATHERRED DR APT D
RICHARDSON, TX 75080-7215

SAWYERS JUSTINE
865 DUBLIN DR APT B
RICHARDSON, TX 75080-7723

SHAW ANNA M
895 DUBLIN DR APT D
RICHARDSON, TX 75080-7738

SHEN FRANK & SUYUN
833 DUBLIN DR APT C
RICHARDSON, TX 75080-6795

SIMPSON THOMAS DANIEL II
867 DUBLIN DR APT A
RICHARDSON, TX 75080-7724

SLEE DAVID
PO BOX 701676
DALLAS, TX 75370-1676

SQUIRE PROPERTIED LLC
901 WATERFALL WAY STE 401
RICHARDSON, TX 75080-6793

STAR LEGEND PROPERTIES
PO BOX 982
ROWLETT, TX 75030-0982

RODNICKSMITH ZANE
821 DUBLIN DR APT 159
RICHARDSON, TX 75080-6784

ROTHSCHILD PAMELA
877 DUBLIN DR APT D
RICHARDSON, TX 75080-7729

SARBINSKI SIMEIN & SONYA
857 DUBLIN DR APT C
RICHARDSON, TX 75080-7719

SENER RONALD H & BARBARA
2909 WREN LN
RICHARDSON, TX 75082-3121

SHEARRER KELLY & SHEARRER
KAREN
PO BOX 603092
DALLAS, TX 75360-3092

SHIFERAW ZEMED AGEAGNEHU
922 S WEATHERRED DR
RICHARDSON, TX 75080-7206

SINGH JASMEETI
13270 MILTON ST
CORONA, CA 92880-99132

SMSEH INVESTMENTS LLC
500 N VALLEY PKWY STE 112
LEWISVILLE, TX 75067-3552

ST STEPHENS ANGLICAN CATHOLIC
CHURCH INC
901 WATERFALL WAY STE 403
RICHARDSON, TX 75080-6793

SU HUI LIN
3354 LANARC DR
PLANO, TX 75023-8112

SUTTON JERED R
908 S WEATHERRED DR APT D
RICHARDSON, TX 75080-7239

SYNERGY SILICON TECHNOLOGIES
2610 BASSWOOD DR
ROWLETT, TX 75089-1641

TAM WING HOI
13216 COPENHILL RD
DALLAS, TX 75240-5306

TASHAKKOR SHAHLA
881 WATERFALL WAY
RICHARDSON, TX 75080-7701

TEFFERA AYAT
879 DUBLIN DR APT A
RICHARDSON, TX 75080-7730

TIE DA SHENG
857 DUBLIN DR APT A
RICHARDSON, TX 75080-7719

TRAN HARRY & THUY T T
912 S WEATHERRED DR
RICHARDSON, TX 75080-7206

TWO C THREE C INC % JERRY
CALDWELL
PO BOX 462426
GARLAND, TX 75046-2426

VAN HUONG N
919 S WEATHERRED DR APT 112
RICHARDSON, TX 75080-7241

VANIAN MARY TRUSTEE VANIAN
MARITAL TRUST
1724 NEWPORT HILLS DR W
NEWPORT BEACH, CA 92660-7128

SUTTON JOSIQUELE MOREIRA
954 S WEATHERRED DR
RICHARDSON, TX 75080-7206

TAM WING HOI
934 S WEATHERRED DR
RICHARDSON, TX 75080-7206

TAN BOON C ATTN: LISZU CHUNG
23120 SE BLACK NUGGET RD#BB2
ISSAQUAH, WA 98029-8937

TAYLOR ALETA K, INTER VIVOS
TRUST
833 DUBLIN DR APT B
RICHARDSON, TX 75080-6795

THOMPSON DIANE M
PO BOX 260181
MARTIN CITY, MT 59926-0181

TIEN CHIEN WEN
889 DUBLIN DR APT D
RICHARDSON, TX 75080-7735

TRAN HUNG
821 DUBLIN DR APT 137
RICHARDSON, TX 75080-6721

UMOH MACARTEN M
919 S WEATHERRED DR APT 204
RICHARDSON, TX 75080-7250

VANDERHOOF JOHN W
821 DUBLIN DR APT 233
RICHARDSON, TX 75080-6776

WALKER MARIA
821 DUBLIN DR APT 139
RICHARDSON, TX 75080-6721

SUTTON JOSIQUELE MOREIRA
962 S WEATHERRED DR
RICHARDSON, TX 75080-7206

TAM WING HOI
978 S WEATHERRED DR
RICHARDSON, TX 75080-7206

TAN ROSINI
847 DUBLIN DR APT B
RICHARDSON, TX 75080-7715

TAYLOR ANGELA KAY
839 DUBLIN DR APT A
RICHARDSON, TX 75080-7711

THOMSEN THORNE MARK &
GLORIA Y
834 CHADWICK PL
RICHARDSON, TX 75080-4905

TIEW MINH & THI KIM ANH
982 S WEATHERRED DR APT A
RICHARDSON, TX 75080-7215

TRAN LIEM
3500 MEYERS LN APT 27
WACO, TX 76705-1875

VAN HUONG N
919 S WEATHERRED DR APT 112
RICHARDSON, TX 75080-7241

VANIAN DANIEL J TRUSTEE &
VANIAN FAMILY TRUST
1839 PORT STANHOPE PL
NEWPORT BEACH, CA 92660-7120

WALKER SUZANNE V
9711 WOLF CREEK DR
IRVING, TX 75063-5033

WANG HSIU HUI
3922 SAN MATEO DR
PLANO, TX 75023-6136

WANG SHIH CHI
873 DUBLIN DR APT A
RICHARDSON, TX 75080-7727

WARDELL TAMMY E
821 DUBLIN DR APT 115
RICHARDSON, TX 75080-6776

WATERFALL WAY ASSOC LP
901 WATERFALL WAY STE 555
RICHARDSON, TX 75080-7706

WELLS FARGO BANK MAC #X7801-
014
3476 STATEVIEW BLVD
FORT MILL, SC 29715-7203

WINTERS ROSEMARY J
821 DUBLIN DR APT 121
RICHARDSON, TX 75080-6721

WONDIMU GENET
532 CLEARWOOD DR
RICHARDSON, TX 75081-6524

WRIGHT CHARLES L JR
901 WATERFALL WAY STE 405
RICHARDSON, TX 75080-6793

XIONG SHUSHU
851 DUBLIN DR APT C
RICHARDSON, TX 75080-7717

YUE SUK MAN POLLY
885 DUBLIN DR APT B
RICHARDSON, TX 75080-7733

WANG MAY YUN
879 DUBLIN DR APT B
RICHARDSON, TX 75080-7730

WANG YIPING
1617 NAVARRO DR
ALLEN, TX 75013-1187

WATERBURY JOSHUA
821 DUBLIN DR APT 215
RICHARDSON, TX 75080-6776

WEEMS CHRISTOPHER E
875 DUBLIN DR APT D
RICHARDSON, TX 75080-7728

WHITE HELEN H & JOSHUA
PO BOX 831328
RICHARDSON, TX 75083-1328

WOLFF PAUL D
847 DUBLIN DR APT D
RICHARDSON, TX 75080-7740

WONG FUNG H
857 DUBLIN DR APT D
RICHARDSON, TX 75080-7719

WU JUN
919 S WEATHERRED DR APT 106
RICHARDSON, TX 75080-7240

XU LANZHEN
952 S WEATHERRED DR
RICHARDSON, TX 75080-7206

YUEN JONATHAN
4405 BENTON ELM DR
PLANO, TX 75024-7702

WANG PAO LIEN & CHIEN-I LIN
WANG
831 DUBLIN DR APT B
RICHARDSON, TX 75080-6745

WANG YUFEI
1900 HAWKEN DR
PLANO, TX 75023-1700

WATERFALL CROSSING
INVESTMENT JV ET AL
837 DUBLIN DR APT C
RICHARDSON, TX 75080-6719

WEGAYEHU DEMENA & AYNALEM
ASSEGD
944 S WEATHERRED DR
RICHARDSON, TX 75080-7206

WILLS FRED L
841 DUBLIN DR APT D
RICHARDSON, TX 75080-7712

WOMACK RAMON L & MILLIGENE
P
833 DUBLIN DR APT A
RICHARDSON, TX 75080-6795

WORSHAM WENDY M
885 DUBLIN DR APT D
RICHARDSON, TX 75080-7733

XING SHERRY
919 S WEATHERRED DR APT 152
RICHARDSON, TX 75080-7245

YAP HERRDONLI A
919 S WEATHERRED DR APT 122
RICHARDSON, TX 75080-7259

ZHANG YUEMEI
919 S WEATHERRED DR APT 142
RICHARDSON, TX 75080-7243

ZHENG QIHUA & HU ERJIAN
821 DUBLIN DR APT 153
RICHARDSON, TX 75080-6784

ZIENKOSKY BEATRICE LF EST
REM:CYNTHIA S SMITH
821 DUBLIN DR APT 109
RICHARDSON, TX 75080-6721

ZF 13-04 Condo Notification List

ORDINANCE NO. 4004

AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AMENDING ORDINANCE NO. 3839, WEST SPRING VALLEY CORRIDOR PLANNED DEVELOPMENT DISTRICT, BY AMENDING SECTION VIII, SUBSECTION B.1.b.i. (MIXED USE, COMMERCIAL AND LIVE/WORK BUILDING TYPES) BY REVISING THE MAXIMUM AREA ALLOWED FOR SIGNAGE ON GROUND FLOOR FACADES TO NO MORE THAN 20% OF THE TOTAL AREA OF THE GROUND FLOOR FAÇADE OR 200 SQUARE FEET, WHICHEVER IS LESS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE. (ZONING FILE 13-04).

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

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

SECTION 1. That Ordinance No. 3839, West Spring Valley Corridor Planned Development District, be amended, by amending Section VIII, Subsection B.1.b.i. (Mixed Use, Commercial and Live/Work Building Types) to read entirely as follows:

“(i) The ground floor of the building (maximum 25 feet in height) may have a maximum combined effective area for all signs requiring a permit not exceeding 20% of the total area of the ground floor facade or 200 square feet, whichever is less. For multi-tenant buildings, the effective area for all signs for each tenant shall not exceed 20% of the total area for the tenant’s portion of the facade.

SECTION 2. That Ordinance No. 3839, as heretofore amended, shall continue in full force and effect, except as amended herein, and 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 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 4. 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 5. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Richardson, as heretofore amended, and upon 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 6. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such case provide.

DULY PASSED by the City Council of the City of Richardson, Texas, on the 25th day of March, 2013.

APPROVED:

MAYOR

APPROVED AS TO FORM:

CORRECTLY ENROLLED:

CITY ATTORNEY
(PGS:03-20-13:TM 5945)

CITY SECRETARY



MEMO

DATE: March 19, 2013

TO: Kent Pfeil – Director of Finance

FROM: Pam Kirkland – Purchasing Manager 

SUBJECT: Award of Bid #32-13 for the Heights Park Irrigation Conversion to Singh Golf, LLC. in the amount of \$143,600, which includes Alternate B

Proposed Date of Award: March 25, 2013

I concur with the recommendation of Michael Massey - Director of Parks and Recreation and request permission to award a contract to the low bidder, Singh Golf LLC., for the above referenced construction in the amount of \$143,600, as outlined in the attached memo. The award includes Alternate B for the replacement of three existing 3" double check assemblies with new 2" double check assemblies including the ball valve, wye filter and valve boxes.

Funding is provided from the FY 2012 C.O. Capital Equipment Fund, FY 2013 C.O. Capital Equipment Fund and General Operating Fund.

The bid was advertised in *The Dallas Morning News* on February 13 & 20, 2013 and was posted on Bidsync.com. A prebid conference was held on February 21, 2013 and six bids were received.

Concur:


Kent Pfeil

Attachments

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



MEMO

TO: Dan Johnson, City Manager
 THRU: Shanna Sims-Bradish, Assistant City Manager
 FROM: Michael Massey, Director of Parks & Recreation
 SUBJECT: Award Bid # 32-13 to Singh Golf LLC
 Heights Park Irrigation Conversion
 DATE: March 15, 2013

Handwritten signature: Bobby Kinser
Handwritten signature: Mick

ACTION REQUESTED:

Council to consider award of Bid #32-13 to Singh Golf LLC for the Heights Park Irrigation Conversion in the amount of \$143,600.00.

BACKGROUND INFORMATION:

On February 28, 2013, the Parks Department opened bids for the subject project. The attached bid tabulation certifies the lowest bid was submitted by Singh Golf LLC in the amount of \$143,600.00.

137,500.00	Total Base Bid Amount
6,100.00	Alternate B
<u>143,600.00</u>	<u>Total Base Bid with Alternate B</u>

Staff as well as the Finance Department have reviewed Singh Golf LLC company financials, bonding company, the insurance company and references, and recommend awarding the Heights Park Irrigation Conversion to Singh Golf LLC in the amount of \$143,600.00.

The Heights Park Irrigation Conversion includes the replacement of an antiquated hydraulic system with a new, more efficient electric system. This project will consist of trenching, piping new mainline and lateral lines, installing new valves, heads, wire and irrigation controllers along with grading and re-establishing of damaged turf areas with sod and other miscellaneous appurtenances as shown on the construction documents. The City of Richardson will be supplying the general controller.

Heights Park will be the last park within the City of Richardson park system to convert to this electric irrigation system.

FUNDING:

Funding is provided from C.O. Capital Equipment Fund for FY 2012, C.O. Capital Equipment Fund for FY 2013, and General Operating Fund

SCHEDULE:

Parks Department plans to begin construction by April 2013 and be completed by June 2013.

CC: Dan Baker, Superintendent of Parks
 Bobby Kinser, Assistant Superintendent of Parks

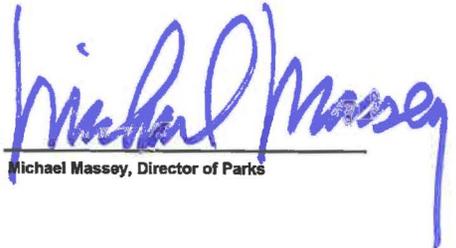
HEIGHTS PARK IRRIGATION RENOVATION PROJECT

Bid Tabulation for Bid No. 32-13

Bid Opening: Thursday, February 28, 2013 @ 2:30 in Room 208

BID DESCRIPTION	American Landscape Systems, Inc.	A "New Deal" Irrigation	C. Green Scaping, LP	Cole Construction, Inc.	Singh Golf, LLC	Sports Field Solutions	AVERAGES
	Amount	Amount	Amount	Amount	Amount	Amount	Amount
BASE Bid	\$ 133,132.00	\$ 135,726.00	\$ 172,400.00	\$ 132,116.00	\$ 110,000.00	\$ 180,916.00	\$ 144,048.33
Construction Contingency	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00
Total BASE Bid with Contingency	\$ 160,632.00	\$ 163,226.00	\$ 199,900.00	\$ 159,616.00	\$ 137,500.00	\$ 208,416.00	\$ 171,548.33
<i>Contractor's Bid</i>	same	same	same	same	same	same	
Alternate Bid "A"	\$ 14,825.00	\$ 14,196.00	\$ 20,000.00	\$ 8,800.00	\$ 11,500.00	\$ 20,838.00	\$ 15,026.50
Contingency							\$ -
Total Alternate Bid "A" with Contingency	\$ 14,825.00	\$ 14,196.00	\$ 20,000.00	\$ 8,800.00	\$ 11,500.00	\$ 20,838.00	\$ 15,026.50
<i>Contractor's Bid</i>	same	same	same	same	same	same	
Alternate Bid "B"	\$ 3,220.00	\$ 3,128.00	\$ 3,900.00	\$ 5,100.00	\$ 3,600.00	\$ 5,120.00	\$ 4,011.33
Contingency	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Total Alternate Bid "B" with Contingency	\$ 5,720.00	\$ 5,628.00	\$ 6,400.00	\$ 7,600.00	\$ 6,100.00	\$ 7,620.00	\$ 6,511.33
<i>Contractor's Bid</i>	same	same	same	same	same	same	
BASE BID with Alternate "A"	\$ 118,307.00	\$ 121,530.00	\$ 152,400.00	\$ 134,786.00	\$ 98,500.00	\$ 160,078.00	\$ 130,933.50
Contingency	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Total BASE BID + Alternate "A" with Contingency	\$ 143,307.00	\$ 146,530.00	\$ 177,400.00	\$ 159,786.00	\$ 123,500.00	\$ 185,078.00	\$ 155,933.50
<i>Contractor's Bid</i>	same	same	same	same	same	same	
BASE BID with Alternate "B"	\$ 136,352.00	\$ 138,854.00	\$ 176,300.00	\$ 137,216.00	\$ 113,600.00	\$ 186,036.00	\$ 148,059.67
Contingency	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
Total BASE BID + Alternate "B" with Contingency	\$ 166,352.00	\$ 168,854.00	\$ 206,300.00	\$ 167,216.00	\$ 143,600.00	\$ 216,036.00	\$ 178,059.67
<i>Contractor's Bid</i>	same	same	same	same	same	same	

Project Manager's Construction Cost Estimate: \$150,000


 CERTIFIED BY: Michael Massey, Director of Parks



MEMO

DATE: March 19, 2013

TO: Kent Pfeil – Director of Finance

FROM: Pam Kirkland – Purchasing Manager 

SUBJECT: Award of Bid #35-13 for the Park Shelter Roof Replacements to Heritage One Roofing, Inc. in the amount of \$96,091.63, which includes Alternates 1, 2 & 3

Proposed Date of Award: March 25, 2013

I concur with the recommendation of Michael Massey - Director of Parks and Recreation and request permission to award a contract to the low bidder, Heritage One Roofing, Inc., for the above referenced construction in the amount of \$96,091.63, as outlined in the attached memo. The award includes all three alternates for roof replacements at Yale Park, Berkner Park and Woodhaven Grove Park.

Funding is provided from the 2011 Capital Equipment Fund C.O.'s.

The bid was advertised in *The Dallas Morning News* on February 27, 2013 and March 6, 2013 and was posted on Bidsync.com. A prebid conference was held on March 1, 2013 and two bids were received.

Concur:


Kent Pfeil

Attachments

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



MEMO

TO: Dan Johnson, City Manager
 THRU: Shanna Sims-Bradish, Assistant City Manager
 FROM: Michael Massey, Director of Parks & Recreation
 SUBJECT: Award Bid # 35-13 to Heritage One Roofing, Inc.
 Park Shelter Roof Replacements

DATE: March 15, 2013

MM
mmk

ACTION REQUESTED:

Council to consider award of Bid #35-13 to Heritage One Roofing, Inc. for the Park Shelter Roof Replacements in the amount of \$96,091.63.

BACKGROUND INFORMATION:

On March 13, 2013, the Parks Department opened bids for the subject project. The attached bid tabulation certifies the lowest bid was submitted by Heritage One Roofing, Inc. in the amount of \$96,091.63.

65,575.84	Total Base Bid Amount
10,171.93	Alternate 1 – Yale Park
10,171.93	Alternate 2 – Berkner Park
10,171.93	Alternate 3 – Woodhaven Grove Park
<hr/>	
96,091.63	Total Base Bid with Alternates 1, 2 & 3

References and financials are not required at this time since Heritage One Roofing completed the previous Park Shelter Roof Replacements last April 2012 with the city.

Existing park shelters in Richardson, Texas need roof removal and replacement with new standing seam metal roof approximately 24' x 24' x 5". This includes all removal and disposal of existing metal roof components, stiffening of existing roof support steel frames, new roof panels, sheet metal column trip, painting of existing and new structural steel and sheet metal trim, and removal and reinstallation of lighting components.

The **Base Bid** project includes Custer, Point North, Mimosa, Mark Twain, Richland and Heights Parks. **Alternate "A" Bid** includes Yale, Berkner and Woodhaven Grove Parks. **Alternate "B" Bid** is for an octagonal shape shelter at Crowley Park.

FUNDING:

Funding is provided from the 2011 Capital Equipment Fund (C.O.)

SCHEDULE:

Parks Department plans to begin construction April 2013 and be completed during the summer months of 2013.

CC: Dan Baker, Superintendent of Parks
Ben Hill, Assistant Superintendent of Parks

PARK SHELTER ROOF REPLACEMENT
BID NO. 35-13
BID OPENING: WEDNESDAY, MARCH 13, 2013

ITEM NO.	DESCRIPTION	EST QTY	UNIT	Heritage One Roofing, Inc.		Stelco Industries, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
100	MOBILIZATION AND MOVE-IN	1	LS	\$ 855.00	\$ 855.00	\$ 3,721.26	\$ 3,721.26
101	REMOVE AND DISPOSE OF EXISTING ROOF AT SIX (6) BASE BID PARK SHELTERS INCLUDING ALL ROOF PANELS, HARDWARE, DECORATIVE FRAME SHEET METAL TRIM AND ASSOCIATED LIGHT GAGE METAL FRAMING, HAULING, DISPOSAL, AND ALL INCIDENTALS NECESSARY TO COMPLETE ALL ACCORDING TO PLANS AND SPECIFICATIONS	1	LS	\$ 3,929.00	\$ 3,929.00	\$ 2,400.00	\$ 2,400.00
102	REMOVE, SALVAGE AND REINSTALL EXISTING LIGHT FIXTURE AT THE SIX (6) BASE BID PARK SHELTERS, INCLUDING ALL REQUIRED CONDUIT, HARDWARE, WIRING, CONNECTION TO EXISTING POWER SOURCE, DISPOSAL OF SURPLUS SALVAGED CONDUIT, AND ALL INCIDENTALS NECESSARY TO COMPLETE, IN PLACE, ALL ACCORDING TO PLANS AND SPECIFICATIONS	1	LS	\$ 1,680.00	\$ 1,680.00	\$ 750.00	\$ 750.00
103	FURNISH AND INSTALL ASTM A36 STEEL PLATE STIFFENERS AT EXISTING ROOF SUPPORT FRAME AT THE SIX (6) BASE BID PARK SHELTERS INCLUDING ALL MATERIALS, WELDING, AND ALL INCIDENTALS NECESSARY TO COMPLETE, IN PLACE, ALL ACCORDING TO THE PLANS AND SPECIFICATIONS	114	LB	\$ 152.56	\$ 17,391.84	\$ 4.85	\$ 552.90
104	FURNISH AND INSTALL NEW ROOF SYSTEM AT THE SIX (6) BASE BID PARK SHELTERS INCLUDING ALL ASTM A36 TUBULAR STEEL ROOF SUPPORT BEAMS, ASTM A36 STEEL BEAM END CAPS, BERRIDGE ZEE-LOCK CONTINUOUS CLIP 24 GAGE 40KSI (OR EQUAL) PREFORMED METAL ROOF PANELS, A325 STRENGTH EQUIVALENT BLIND BOLTS, ROOF HARDWARE, FIELD DRILLING FOR CONNECTIONS, SHEET METAL COLUMN TRIM, AND ALL INCIDENTALS NECESSARY TO COMPLETE, IN PLACE, ALL ACCORDING TO THE PLANS AND SPECIFICATIONS	1	LS	\$ 28,347.00	\$ 28,347.00	\$ 26,301.60	\$ 26,301.60
105	FOR PAINTING OF EXISTING STEEL ROOF SUPPORT FRAME, NEW ROOF SUPPORT TUBULAR STEEL ROOF SUPPORT BEAMS, EXISTING SHEET METAL TRIM, NEW SHEET METAL TRIM INCLUDING ALL CLEANING, SURFACE PREPARATION, MATERIALS, CLEANUP, AND ALL INCIDENTALS NECESSARY TO COMPLETE, IN PLACE, AT THE SIX (6) BASE BID PARK SHELTERS ALL ACCORDING TO THE PLANS AND SPECIFICATIONS	1	LS	\$ 1,120.00	\$ 1,120.00	\$ 11,754.00	\$ 11,754.00
106	FURNISH AND INSTALL TEMPORARY CONSTRUCTION SAFETY FENCING AROUND PERIMETER OF WORKSITE AT THE SIX (6) BASE BID PARK SHELTERS INCLUDING SITE SIGNAGE AND REMOVAL UPON COMPLETION OF CONSTRUCTION AND ALL INCIDENTALS NECESSARY TO COMPLETE, IN PLACE	1	LS	\$ 840.00	\$ 840.00	\$ 2,700.00	\$ 2,700.00
107	BERMUDA SODDING AT ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, INCLUDING FERTILIZER AND SPRINKLING	900	SY	\$ 1.57	\$ 1,413.00	\$ 24.00	\$ 21,600.00
108	CONSTRUCTION CONTINGENCY	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Total Base Bid Amount					\$ 65,575.84	\$ 79,779.76	\$ 79,779.76
CONTRACTORS BID					\$65,576.00	SAME	

ALTERNATE 1 - YALE PARK		EST QTY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
101A	REMOVE AND DISPOSE OF EXISTING ROOF AT THE YALE PARK SHELTER INCLUDING ALL ROOF PANELS, HARDWARE, DECORATIVE FRAME SHEET METAL TRIM AND ASSOCIATED LIGHT GAGE METAL FRAMING, HAULING, DISPOSAL, AND ALL INCIDENTALS NECESSARY TO COMPLETE ALL ACCORDING TO PLANS AND SPECIFICATIONS	1	LS	\$ 1,172.00	\$ 1,172.00	\$ 400.00	\$ 400.00
102A	REMOVE, SALVAGE AND REINSTALL EXISTING LIGHT FIXTURE AT THE YALE PARK SHELTER INCLUDING ALL REQUIRED CONDUIT, HARDWARE, WIRING, CONNECTION TO EXISTING POWER SOURCE, DISPOSAL OF SURPLUS SALVAGED CONDUIT, AND ALL INCIDENTALS NECESSARY TO COMPLETE, IN PLACE, ALL ACCORDING TO PLANS AND SPECIFICATIONS	1	LS	\$ 136.00	\$ 136.00	\$ 125.00	\$ 125.00
103A	FURNISH AND INSTALL ASTM A36 STEEL PLATE STIFFENERS AT EXISTING ROOF SUPPORT FRAME AT THE YALE PARK SHELTER INCLUDING ALL MATERIALS, WELDING, AND ALL INCIDENTALS NECESSARY TO COMPLETE IN PLACE ALL ACCORDING TO PLANS AND SPECIFICATIONS	19	LB	\$ 148.47	\$ 2,820.93	\$ 4.85	\$ 92.00
104A	FURNISH AND INSTALL NEW ROOF SYSTEM AT THE YALE PARK SHELTER INCLUDING ALL ASTM A36 TUBULAR STEEL ROOF SUPPORT BEAMS, ASTM A36 STEEL BEAM END CAPS, BERRIDGE ZEE-LOCK CONTINUOUS CLIP 24 GAGE 40 KSI (OR EQUAL) PREFORMED METAL ROOF PANELS, A325 STRENGTH EQUIVALENT BLIND BOLTS, ROOF HARDWARE, FIELD DRILLING FOR CONNECTIONS, SHEET METAL COLUMN TRIM, AND ALL INCIDENTALS NECESSARY TO COMPLETE, IN PLACE, ALL ACCORDING TO PLANS AND SPECIFICATIONS	1	LS	\$ 5,456.00	\$ 5,456.00	\$ 4,953.85	\$ 4,953.85
105A	FOR PAINTING OF EXISTING STEEL ROOF SUPPORT FRAME, NEW ROOF SUPPORT TUBULAR STEEL ROOF SUPPORT BEAMS, EXISTING SHEET METAL TRIM, NEW SHEET METAL TRIM INCLUDING ALL CLEANING, SURFACE PREPARATION, MATERIALS, CLEANUP, AND ALL INCIDENTALS NECESSARY TO COMPLETE, IN PLACE, AT THE YALE PARK SHELTER ALL ACCORDING TO THE PLANS AND SPECIFICATIONS	1	LS	\$ 205.00	\$ 205.00	\$ 1,959.00	\$ 1,959.00
106A	FURNISH AND INSTALL TEMPORARY CONSTRUCTION SAFETY FENCING AROUND PERIMETER OF WORKSITE AT THE YALE PARK SHELTER INCLUDING SITE SIGNAGE AND REMOVAL UPON COMPLETION OF CONSTRUCTION AND ALL INCIDENTALS NECESSARY TO COMPLETE, IN PLACE	1	LS	\$ 136.00	\$ 136.00	\$ 450.00	\$ 450.00
107A	BERMUDA SODDING AT ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, INCLUDING FERTILIZER AND SPRINKLING COMPLETE AND IN PLACE	150	SY	\$ 1.64	\$ 246.00	\$ 24.00	\$ 3,600.00
TOTAL BASE BID AMOUNT					\$ 10,171.93	\$ 11,579.85	\$ 11,579.85
CONTRACTORS BID					\$10,181.00	\$11,580.00	

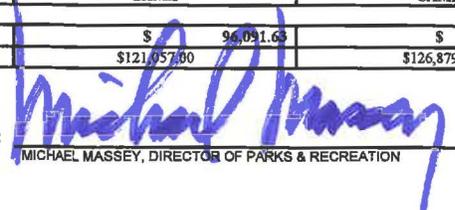
ALTERNATES 2 - BERKNER PARK		EST QTY	UNIT	Heritage One Roofing, Inc.		Stelco Industries, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
101B	REMOVE AND DISPOSE OF EXISTING ROOF AT THE BERKNER PARK SHELTER INCLUDING ALL ROOF PANELS, HARDWARE, DECORATIVE FRAME SHEET METAL TRIM AND ASSOCIATED LIGHT GAGE METAL FRAMING, HAULING, DISPOSAL, AND ALL INCIDENTALS NECESSARY TO COMPLETE ALL ACCORDING TO PLANS AND SPECIFICATIONS	1	LS	\$ 1,172.00	\$ 1,172.00	\$ 400.00	\$ 400.00
102B	REMOVE, SALVAGE AND REINSTALL EXISTING LIGHT FIXTURE AT THE TERRACE PARK SHELTER INCLUDING ALL REQUIRED CONDUIT, HARDWARE, WIRING, CONNECTION TO EXISTING POWER SOURCE, DISPOSAL OF SURPLUS SALVAGED CONDUIT, AND ALL INCIDENTALS NECESSARY TO COMPLETE, IN PLACE, ALL ACCORDING TO PLANS AND SPECIFICATIONS	1	LS	\$ 136.00	\$ 136.00	\$ 125.00	\$ 125.00
103B	FURNISH AND INSTALL ASTM A36 STEEL PLATE STIFFENERS AT EXISTING ROOF SUPPORT FRAME AT THE TERRACE PARK SHELTER INCLUDING ALL MATERIALS, WELDING, AND ALL INCIDENTALS NECESSARY TO COMPLETE IN PLACE ALL ACCORDING TO PLANS AND SPECIFICATIONS	19	LB	\$ 148.47	\$ 2,820.93	\$ 4.85	\$ 92.15
104B	FURNISH AND INSTALL NEW ROOF SYSTEM AT THE TERRACE PARK SHELTER INCLUDING ALL ASTM A36 TUBULAR STEEL ROOF SUPPORT BEAMS, ASTM A36 STEEL BEAM END CAPS, BERRIDGE ZEE-LOCK CONTINUOUS CLIP 24 GAGE 40 KSI (OR EQUAL) PREFORMED METAL ROOF PANELS, A325 STRENGTH EQUIVALENT BLIND BOLTS, ROOF HARDWARE, FIELD DRILLING FOR CONNECTIONS, SHEET METAL COLUMN TRIM, AND ALL INCIDENTALS NECESSARY TO COMPLETE, IN PLACE, ALL ACCORDING TO PLANS AND SPECIFICATIONS	1	LS	\$ 5,456.00	\$ 5,456.00	\$ 4,953.85	\$ 4,953.85
105B	FOR PAINTING OF EXISTING STEEL ROOF SUPPORT FRAME, NEW ROOF SUPPORT TUBULAR STEEL ROOF SUPPORT BEAMS, EXISTING SHEET METAL TRIM, NEW SHEET METAL TRIM INCLUDING ALL CLEANING, SURFACE PREPARATION, MATERIALS, CLEANUP, AND ALL INCIDENTALS NECESSARY TO COMPLETE, IN PLACE, AT THE TERRACE PARK SHELTER ALL ACCORDING TO THE PLANS AND SPECIFICATIONS	1	LS	\$ 205.00	\$ 205.00	\$ 1,959.00	\$ 1,959.00
106B	FURNISH AND INSTALL TEMPORARY CONSTRUCTION SAFETY FENCING AROUND PERIMETER OF WORKSITE AT THE TERRACE PARK SHELTER INCLUDING SITE SIGNAGE AND REMOVAL UPON COMPLETION OF CONSTRUCTION AND ALL INCIDENTALS NECESSARY TO COMPLETE, IN PLACE	1	LS	\$ 136.00	\$ 136.00	\$ 450.00	\$ 450.00
107B	BERMUDA SODDING AT ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, INCLUDING FERTILIZER AND SPRINKLING COMPLETE AND IN PLACE	150	SY	\$ 1.64	\$ 246.00	\$ 24.00	\$ 3,600.00
TOTAL BASE BID AMOUNT				\$ 10,171.93		\$ 11,580.00	
CONTRACTORS BID				\$10,181.00		SAME	

ALTERNATES 3 - WOODHAVEN GROVE PARK		EST QTY	UNIT	UNIT PRICE		AMOUNT	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
101C	REMOVE AND DISPOSE OF EXISTING ROOF AT THE WOODHAVEN GROVE PARK SHELTER INCLUDING ALL ROOF PANELS, HARDWARE, DECORATIVE FRAME SHEET METAL TRIM AND ASSOCIATED LIGHT GAGE METAL FRAMING, HAULING, DISPOSAL, AND ALL INCIDENTALS NECESSARY TO COMPLETE ALL ACCORDING TO PLANS AND SPECIFICATIONS	1	LS	\$ 1,172.00	\$ 1,172.00	\$ 400.00	\$ 400.00
102C	REMOVE, SALVAGE AND REINSTALL EXISTING LIGHT FIXTURE AT THE WOODHAVEN GROVE PARK SHELTER INCLUDING ALL REQUIRED CONDUIT, HARDWARE, WIRING, CONNECTION TO EXISTING POWER SOURCE, DISPOSAL OF SURPLUS SALVAGED CONDUIT, AND ALL INCIDENTALS NECESSARY TO COMPLETE, IN PLACE, ALL ACCORDING TO PLANS AND SPECIFICATIONS	1	LS	\$ 136.00	\$ 136.00	\$ 125.00	\$ 125.00
103C	FURNISH AND INSTALL ASTM A36 STEEL PLATE STIFFENERS AT EXISTING ROOF SUPPORT FRAME AT THE WOODHAVEN GROVE PARK SHELTER INCLUDING ALL MATERIALS, WELDING, AND ALL INCIDENTALS NECESSARY TO COMPLETE IN PLACE ALL ACCORDING TO PLANS AND SPECIFICATIONS	19	LB	\$ 148.47	\$ 2,820.93	\$ 4.85	\$ 92.15
104C	FURNISH AND INSTALL NEW ROOF SYSTEM AT THE WOODHAVEN GROVE PARK SHELTER INCLUDING ALL ASTM A36 TUBULAR STEEL ROOF SUPPORT BEAMS, ASTM A36 STEEL BEAM END CAPS, BERRIDGE ZEE-LOCK CONTINUOUS CLIP 24 GAGE 40 KSI (OR EQUAL) PREFORMED METAL ROOF PANELS, A325 STRENGTH EQUIVALENT BLIND BOLTS, ROOF HARDWARE, FIELD DRILLING FOR CONNECTIONS, SHEET METAL COLUMN TRIM, AND ALL INCIDENTALS NECESSARY TO COMPLETE, IN PLACE, ALL ACCORDING TO PLANS AND SPECIFICATIONS	1	LS	\$ 5,456.00	\$ 5,456.00	\$ 4,953.85	\$ 4,953.85
105C	FOR PAINTING OF EXISTING STEEL ROOF SUPPORT FRAME, NEW ROOF SUPPORT TUBULAR STEEL ROOF SUPPORT BEAMS, EXISTING SHEET METAL TRIM, NEW SHEET METAL TRIM INCLUDING ALL CLEANING, SURFACE PREPARATION, MATERIALS, CLEANUP, AND ALL INCIDENTALS NECESSARY TO COMPLETE, IN PLACE, AT THE WOODHAVEN GROVE PARK SHELTER ALL ACCORDING TO THE PLANS AND SPECIFICATIONS	1	LS	\$ 205.00	\$ 205.00	\$ 1,959.00	\$ 1,959.00
106C	FURNISH AND INSTALL TEMPORARY CONSTRUCTION SAFETY FENCING AROUND PERIMETER OF WORKSITE AT THE YALE PARK SHELTER INCLUDING SITE SIGNAGE AND REMOVAL UPON COMPLETION OF CONSTRUCTION AND ALL INCIDENTALS NECESSARY TO COMPLETE, IN PLACE	1	LS	\$ 136.00	\$ 136.00	\$ 450.00	\$ 450.00
107C	BERMUDA SODDING AT ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, INCLUDING FERTILIZER AND SPRINKLING COMPLETE AND IN PLACE	150	SY	\$ 1.64	\$ 246.00	\$ 24.00	\$ 3,600.00
TOTAL BASE BID AMOUNT				\$ 10,171.93		\$ 11,580.00	
CONTRACTORS BID				\$10,181.00		SAME	

ALTERNATES 4 - CROWLEY PARK		EST QTY	UNIT	UNIT PRICE		AMOUNT	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
101D	REMOVE AND DISPOSE OF EXISTING ALUMINUM ROOF AT THE CROWLEY PARK SHELTER INCLUDING ALL HAULING, DISPOSAL, AND ALL INCIDENTALS NECESSARY TO COMPLETE ALL ACCORDING TO PLANS AND SPECIFICATIONS	1	LS	\$ 2,415.00	\$ 2,415.00	\$ 450.00	\$ 450.00
102D	FURNISH AND INSTALL NEW STANDING SEAM ROOF SYSTEM AT THE CROWLEY PARK SHELTER INCLUDING ALL BERRIDGE ZEE-LOCK CONTINUOUS CLIP 24 GAGE 40 KSI (OR EQUAL) PREFORMED METAL ROOF PANELS, ROOF HARDWARE, FASTENERS, FILED DRILLING FOR CONNECTIONS, AND ALL INCIDENTALS NECESSARY TO COMPLETE, IN PLACE,	1	LS	\$ 21,869.00	\$ 21,869.00	\$ 7,790.00	\$ 7,790.00
103D	FURNISH AND INSTALL TEMPORARY CONSTRUCTION SAFETY FENCING AROUND PERIMETER OF WORKSITE AT THE CROWLEY PARK SHELTER INCLUDING SITE SIGNAGE AND REMOVAL UPON COMPLETION OF CONSTRUCTION AND ALL INCIDENTALS NECESSARY TO COMPLETE, IN PLACE	1	LS	\$ 408.00	\$ 408.00	\$ 520.00	\$ 520.00
107D	BERMUDA SODDING AT ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, INCLUDING FERTILIZER AND SPRINKLING COMPLETE AND IN PLACE	150	SY	\$ 1.64	\$ 246.00	\$ 24.00	\$ 3,600.00
TOTAL BASE BID AMOUNT				\$ 24,938.00		\$ 12,360.00	
CONTRACTORS BID				SAME		SAME	

TOTAL BASE BID WITH ALTERNATES 1, 2, 3				\$ 96,091.63		\$ 126,879.61	
CONTRACTORS BID				\$121,057.00		\$126,879.76	

CONSULTANTS ENGINEER'S ESTIMATE: \$95,000

CERTIFIED BY: 
MICHAEL MASSEY, DIRECTOR OF PARKS & RECREATION



MEMO

DATE: March 19, 2013

TO: Kent Pfeil – Director of Finance

FROM: Pam Kirkland – Purchasing Manager

SUBJECT: Award of Bid #36-13 for the Breckinridge Ballpark Entry Gate to Cooper General Contractor in the amount of \$73,510

Proposed Date of Award: March 25, 2013

I concur with the recommendation of Michael Massey - Director of Parks and Recreation and request permission to award a contract to the low bidder, Cooper General Contractor, for the above referenced construction in the amount of \$73,510, as outlined in the attached memo.

Funding is provided from General Special Projects.

The bid was advertised in *The Dallas Morning News* on February 27, 2013 and March 6, 2013 and was posted on Bidsync.com. A prebid conference was held on March 6, 2013 and five bids were received.

Concur:

Kent Pfeil

Attachments

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



MEMO

TO: Dan Johnson, City Manager
THRU: Shanna Sims-Bradish, Assistant City Manager
FROM: Michael Massey, Director of Parks & Recreation
SUBJECT: Award Bid # 36-13 to Cooper General Contractor
Breckinridge Ballpark Entry Gate

MS
For Michael Massey

DATE: March 15, 2013

ACTION REQUESTED:

Council to consider award of Bid #36-13 to Cooper General Contractor for the Breckinridge Ballpark Entry Gate in the amount of \$73,510.00.

BACKGROUND INFORMATION:

On March 14, 2013, the Parks Department opened bids for the subject project. The attached bid tabulation certifies the lowest bid was submitted by Cooper General Contractor in the amount of \$73,510.00.

References and financials are not required at this time since Cooper General Contractor is currently under contract with the city.

This project consists of installing the planned entrance gate feature for the Breckinridge Ballpark Complex. The entry feature project includes gateway signage and fencing modifications. The project will also incorporate the existing sidewalk/trail.

FUNDING:

Funding is provided from General Special Projects.

SCHEDULE:

Parks Department plans to begin construction for this project in April 2013 and be completed May 2013.

CC: Robbie Hazelbaker, Assistant Director of Recreation & Events

**BRECKINRIDGE BALLPARK ENTRY GATE
 BID NO. 36-13
 MARCH 14, 2013**

ITEM	DESCRIPTION	QTY.	UNIT	Cooper General Contractor		Adolfson & Peterson Construction		C. Green Scaping LP		Ratliff Hardscape		JDC Construction		AVERAGES	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	General Requirements	1	LS	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$7,800.00	\$7,800.00	\$6,000.00	\$6,000.00	\$6,380.00	\$6,380.00
2	Milap Stone Block to be installed	60	SF	\$120.00	\$7,200.00	\$50.00	\$3,000.00	\$26.00	\$1,560.00	\$18.00	\$1,080.00	\$90.00	\$5,400.00	\$60.30	\$3,648.00
3	Site work	1	LS	\$13,500.00	\$13,500.00	\$13,113.00	\$13,113.00	\$2,352.00	\$2,352.00	\$10,200.00	\$10,200.00	\$30,000.00	\$30,000.00	\$13,833.00	\$13,833.00
4	Piers	2	LF	\$3,000.00	\$6,000.00	\$1,250.00	\$2,500.00	\$136.00	\$272.00	\$2,640.00	\$5,280.00	\$3,000.00	\$6,000.00	\$2,005.20	\$4,010.40
5	Piers, Caps	2	EA	\$2,000.00	\$4,000.00	\$3,000.00	\$6,000.00	\$1,620.00	\$3,240.00	\$4,200.00	\$8,400.00	\$1,500.00	\$3,000.00	\$2,464.00	\$4,928.00
6	Repair to Concrete Walk	200	SF	\$6.80	\$1,360.00	\$3.00	\$600.00	\$8.00	\$1,600.00	\$6.60	\$1,320.00	\$5.00	\$1,000.00	\$5.88	\$1,176.00
7	Metal Fabrication of Archway & all Assoc. Metal Structure	1	LS	\$8,000.00	\$8,000.00	\$18,800.00	\$18,800.00	\$80,140.00	\$80,140.00	\$42,050.40	\$42,050.40	\$57,000.00	\$57,000.00	\$37,198.08	\$37,198.08
8	Construction of Battered Wood Columns	2	EA	\$850.00	\$1,700.00	\$1,250.00	\$2,500.00	\$1,600.00	\$3,200.00	\$1,800.00	\$3,600.00	\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00
9	Moisture Protection	1	LS	\$250.00	\$250.00	\$250.00	\$250.00	\$1,200.00	\$1,200.00	\$1,800.00	\$1,800.00	\$1,000.00	\$1,000.00	\$900.00	\$900.00
10	Application of all Finishes	1	LS	\$1,500.00	\$1,500.00	\$4,950.00	\$4,950.00	\$1,800.00	\$1,800.00	\$3,000.00	\$3,000.00	\$8,000.00	\$8,000.00	\$3,850.00	\$3,850.00
11	1" Electrical Conduit	75	LF	\$50.00	\$3,750.00	\$193.00	\$14,475.00	\$8.00	\$450.00	\$24.90	\$1,867.50	\$1.00	\$75.00	\$54.98	\$4,123.50
12	Cast Stone Caps	2	EA	\$425.00	\$850.00	\$500.00	\$1,000.00	\$1,100.00	\$2,200.00	\$420.00	\$840.00	\$750.00	\$1,500.00	\$639.00	\$1,278.00
13	Mobilization	1	LS	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00	\$3,100.00	\$3,100.00
14	Bonding	1	LS	\$1,700.00	\$1,700.00	\$1,625.00	\$1,625.00	\$2,800.00	\$2,800.00	\$5,400.00	\$5,400.00	\$5,000.00	\$5,000.00	\$3,305.00	\$3,305.00
15	Insurance	1	LS	\$1,200.00	\$1,200.00	\$750.00	\$750.00	\$500.00	\$500.00	\$1,020.00	\$1,020.00	\$3,000.00	\$3,000.00	\$1,294.00	\$1,294.00
16	Profit and Overhead	1	LS	\$8,000.00	\$8,000.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	\$8,600.00	\$8,600.00
17	irrigation Repair & Grass Repair	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
18	Construction Contingency	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
TOTAL AMOUNT BID					\$73,510.00		\$89,563.00		\$102,314.00		\$117,657.90		\$149,975.00		\$106,603.98
CONTRACTORS BID					\$74,510.00		SAME		SAME		SAME		SAME		

Certified By:  FOR
 Michael Massey, Director of Parks and Recreation



MEMO

DATE: March 19 2013

TO: Kent Pfeil – Director of Finance

FROM: Pam Kirkland – Purchasing Manager

SUBJECT: Award of Bid #38-13 for the Annual Requirements Contract for Video Imaging Vehicle Detection Systems to ITS Plus, Inc. pursuant to unit prices

Proposed Date of Award: March 25, 2013

I concur with the recommendation of Robert Saylor – Traffic Engineering and Operations Manager, and request permission to issue an annual requirements contract for video imaging vehicle detection systems to ITS Plus, Inc., pursuant to unit prices bid.

The term of the contract is for one (1) year with options for four (4) additional one (1) year renewal periods, if agreeable to both parties. The award of this contract allows the city to purchase the video imaging systems 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 video imaging systems, payment will be rendered pursuant to the unit prices bid.

Funding is provided from account 011-2071-531-4331. The bid was advertised in *The Dallas Morning News* on February 26 & March 5, 2013 and posted on Bidsync.com. A prebid conference was held on March 5, 2013 and twenty-one hundred ninety-seven electronic notices were distributed; thirty-three vendors viewed the bid; and one bid was received.

Concur:

Kent Pfeil

Attachments

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



MEMO

TO: Pam Kirkland, Director of Purchasing
FROM: Robert Saylor, P.E., PTOE – Traffic Engineering and Operations Manager
DATE: March 15, 2013

SUBJECT: Annual Contract for Video Imaging Vehicle Detection Systems

I recommend that the City award the contract for Video Imaging Vehicle Detection Systems to ITS Plus, Inc. I recommend that this be awarded as an annual contract with options to renew for four (4) additional years.

Expenditures are estimated to be \$162,650 annually and will come from a number of General Fund and Capital Projects Bond accounts, however, most of the activity will be paid from account 011-20-71-531-43-31.

Thanks,
Robert Saylor, P.E., PTOE
Traffic Engineering and Operations Manager
City of Richardson
(972) 744-4324

				ITS Plus, Inc.							
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	4 Way VIVDS Package	10	ea	6195.000	\$61,950.00						
2	4 Way Power Line Modem + Camera	5	ea	4995.000	\$24,975.00						
3	4 Way VIDS+PLM+Camera	5	ea	8995.000	\$44,975.00						
4	Signal Mount 24V DC. Color Camera	5	ea	630.000	\$3,150.00						
5	Signal Mount 120V AC, Color Camera	5	ea	730.000	\$3,650.00						
6	Pole Mount, 24V DC, Color Camera	5	ea	695.000	\$3,475.00						
7	Pole Mount 120V AC, Color Camera	5	ea	795.000	\$3,975.00						
8	Single Channel VIVDS Card	5	ea	895.000	\$4,475.00						
9	Single Power Line Modem and Camera	5	ea	1250.000	\$6,250.00						
10	Channel Coax Surge Panel	5	ea	495.000	\$2,475.00						
11	Coax + Power Cable	5	ea	500.000	\$2,500.00						
12	Micro Video Monitor	5	ea	160.000	\$800.00						
13	Discount Percentage	1	ea	0.000	\$0.00						
TOTAL PRICE					\$162,650.00						



MEMO

DATE: March 19, 2013

TO: Kent Pfeil – Director of Finance

FROM: Pam Kirkland – Purchasing Manager

SUBJECT: Rejection of Bid #22-13 for the data cable installation at the Fire Training Center and Heights Recreation Center

Proposed Date of Rejection: March 25, 2013

I concur with the recommendation of Steve Graves – Chief Information Officer to reject all bids received on the above referenced project, as outlined in Mr. Graves attached memorandum.

I concur that we will receive quotes on the installation at Heights Recreation Center in order to get the job done in time for opening of the center in May/June and rebid the installation at the Fire Training Center at a later date.

The bid was advertised in *The Dallas Morning News* on February 19 & 26, 2013 and was posted on Bidsync.com. A prebid conference was held on February 28, 2013 and eight vendors and two staff members were in attendance. Sixteen hundred eighty-four electronic notices were distributed; forty-one vendors viewed the bid; and two bids were received.

Concur:

Kent Pfeil

ATTACHMENTS

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



DATE: March 18, 2013
TO: Pam Kirkland, Purchasing Manager
FROM: Steve Graves, Chief Information Officer
SUBJECT: 2012/13 Data Cable BID Rejection

SG

We request to reject the two bids received on the Data Cable Installation for the Fire Training Center and Heights Recreation Center.

This was a best value bid, where we were evaluating each bidder based on price, experience and qualifications of the bidder and their personnel, the bidders experience with like projects, and attendance at the site visits. The bid from Bueno Integrated Technologies was non responsive as they did not provide any of the information requested except price. The bid from Senior Consultants, Inc. is over budget and 61.6% over the bid provided by Bueno Integrated Technologies.

Also, it appears that the Fire Training Center is not built out enough for the cable installation companies to provide a competitive quote and the placement of the cable and number of runs is still being modified. The vendors did not have as much trouble quoting the installation at the Heights Recreation Center because the construction is further along and decisions have been made on placement of outlets, number of runs, etc.

Since the cost of the cable installation is under \$50,000 and due to the urgency of getting cable installed at the Heights Recreation Center, we will get quotes and award it separately from the Fire Training Center and will rebid the installation at the Fire Training Center when construction is further along.



City of Richardson
City Council Work Session
Agenda Item Summary



Work Session Meeting Date: Monday, March 25, 2013

Agenda Item: Review and Discuss Item Listed on the City Council Meeting Agenda

Staff Resource: Dan Johnson, 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, March 25, 2013

Agenda Item: 2013 Bond Sale

Staff Resource: David Morgan, 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, Series 2013; and 2) General Obligation Refunding Bonds, Series 2013.

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

Board/Commission Action: N/A

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



City of Richardson
City Council Worksession
Agenda Item Summary



City Council Meeting Date: Monday, March 25, 2013

Agenda Item: Review and Discuss the Mosquito Abatement Program

Staff Resource: Bill Alsup, Director of Health

Summary: Briefing on 2012 Mosquito control efforts and updated plan for 2013

Board/Commission Action: N/A

Action Proposed: N/A



City of Richardson
City Council Worksession
Agenda Item Summary



City Council Meeting Date: March 25, 2013

Agenda Item: Review and Discuss the Richland Park/Richland Oaks Wall Enhancement Project

Staff Resource: Don Magner, Assistant City Manager

Summary: City staff will review a proposal by the Richland Park / Oaks Homeowner Association to enhance screening walls on the perimeter of the neighborhood by treating the columns of said wall with a new limestone product. The project would serve as a pilot program for the City.

Board/Commission Action: N/A

Action Proposed: Approve or deny the request to enhance the wall as a pilot program.



City of Richardson
City Council Work Session
Agenda Item Summary



Work Session Meeting Date: Monday, March 25, 2013

Agenda Item: Items of Community Interest

Staff Resource: Dan Johnson, 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 Work Session/Meeting
Agenda Item Summary



Work Session Meeting Date: Monday, March 25, 2013

Agenda Item: Executive Session

Staff Resource: Dan Johnson, City Manager

Summary: 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 – Renner Rd./Custer Rd. and Collins Blvd./Richardson Dr. Areas

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.