

**RICHARDSON CITY COUNCIL  
MONDAY, APRIL 25, 2022  
WORK SESSION AT 6:00 PM; COUNCIL MEETING AT 7:00 P.M.  
RICHARDSON CITY HALL, 411 W. ARAPAHO, RICHARDSON, TX**

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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.

**Attention: Meeting Attendance/Viewing**

City Council meetings are available for viewing online via live stream at [www.cor.net/city](http://www.cor.net/city), or on cable channel 16 for Spectrum Cable customers or Channel 99 for AT&T U-Verse customers. Videos of past Council meetings are also available to view on-demand at [www.cor.net/city](http://www.cor.net/city).

Anyone wishing to address the City Council can submit comments on any topic or agenda item electronically by utilizing the Public Comment Card found here: [www.cor.net/PublicCommentForm](http://www.cor.net/PublicCommentForm), or in-person during the Visitors section or the Public Hearing item. Comments submitted online must be received by 5 p.m. on the date of the meeting to be included in the public record.

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

• **CALL TO ORDER**

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

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

**B. REVIEW AND DISCUSS THE 2022 GENERAL OBLIGATION BONDS AND CERTIFICATES OF OBLIGATION SALE**

**C. REVIEW AND DISCUSS THE SPRING 2022 COTTONWOOD ART FESTIVAL**

**D. REVIEW AND DISCUSS THE CITY OF RICHARDSON BUDGET CALENDAR**

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

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

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

**1. INVOCATION – JENNIFER JUSTICE**

**2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – JENNIFER JUSTICE**

**3. MINUTES OF THE APRIL 11, 2022, APRIL 18, 2022, AND APRIL 18, 2022 (BOARDS & COMMISSIONS) MEETINGS**

**4. VISITORS/ACKNOWLEDGEMENT OF PUBLIC COMMENT CARDS**

*Visitors may address the Council on any topic that is not already scheduled for Public Hearing. Speakers should complete a Public Comment Card and present it to the City Secretary before the meeting. Speakers are limited to 3 minutes. Comments should be directed to the Mayor and City Council. The Texas Open Meetings Act prohibits the City Council from discussing or taking action on items that are not posted on the agenda. The Mayor or City Manager may provide specific factual information, recite an existing policy, or schedule the item for discussion on a future agenda in response to the public comments.*

**5. RECOGNITION FOR THE WINNERS OF THE MARTIN LUTHER KING, JR. ESSAY CONTEST AND BLACK HISTORY MONTH ART CONTEST.**

**PUBLIC HEARING ITEM:**

6. PUBLIC HEARING, CONSIDER ADJUSTMENTS TO RICHARDSON'S COUNCIL DISTRICT BOUNDARIES AS RECOMMENDED BY THE COUNCIL DISTRICT BOUNDARY COMMISSION IN COMPLIANCE WITH THE REQUIREMENTS OF SECTION 4.03 OF THE CITY OF RICHARDSON CITY CHARTER.

**Citizens wishing to address the City Council can submit comments electronically by 5:00 p.m. by utilizing the Public Comment Card found here: [www.cor.net/PublicCommentForm](http://www.cor.net/PublicCommentForm).**

**7. CONSENT AGENDA:**

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

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

1. CONSIDER ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE AND SALE OF "CITY OF RICHARDSON, TEXAS, GENERAL OBLIGATION BONDS, SERIES 2022", INCLUDING THE ADOPTION OF ORDINANCE NO. 4425, AUTHORIZING THE ISSUANCE OF SUCH BONDS.
2. CONSIDER ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE AND SALE OF "CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022", INCLUDING THE ADOPTION OF ORDINANCE NO. 4426, AUTHORIZING THE ISSUANCE OF SUCH CERTIFICATES OF OBLIGATION.
3. ORDINANCE NO. 4427, GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE TO USE PUBLIC RIGHTS-OF-WAY OF THE CITY OF RICHARDSON, TEXAS, FOR THE PURPOSES OF CONSTRUCTING AND OPERATING AN ELECTRIC DISTRIBUTION AND TRANSMISSION SYSTEM; SETTING FORTH TERMS AND CONDITIONS TO GOVERN THE FRANCHISE.
4. ORDINANCE NO. 4428, ABANDONING A PORTION OF ALMA ROAD AS DESCRIBED IN EXHIBIT "A" HERETO; RESERVING ALL EXISTING EASEMENT RIGHTS OF OTHERS, IF ANY, WHETHER APPARENT OR NON-APPARENT, AERIAL, SURFACE, UNDERGROUND OR OTHERWISE; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS, AS A QUITCLAIM DEED.

- B. CONSIDER RESOLUTION NO. 22-04, APPROVING THE TERMS AND CONDITIONS OF A PROJECT SPECIFIC AGREEMENT "TYPE B" MADE PURSUANT TO MASTER ROAD & BRIDGE INTERLOCAL AGREEMENT (HEREINAFTER "PROJECT SPECIFIC AGREEMENT"), BY AND BETWEEN DALLAS COUNTY, TEXAS (HEREINAFTER "COUNTY"), AND THE CITY OF RICHARDSON, TEXAS (HEREINAFTER "CITY"), FOR REPAIR, MAINTENANCE, AND IMPROVEMENTS ON DULY QUALIFIED "TYPE B" PUBLIC ROADWAY WITHIN THE CITY (HEREINAFTER "PROJECT"); AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, AND AUTHORIZING ITS EXECUTION BY THE MAYOR.

C. CONSIDER AWARD OF THE FOLLOWING BIDS:

1. BID #60-22 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO PROFESSIONAL TURF PRODUCTS, L.P. FOR THE COOPERATIVE PURCHASE OF ONE (1) GREENSMaster TRIFLEX™ 3300 HYDRAULIC MOWER FOR SHERRILL PARK GOLF COURSE THROUGH THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ("BUYBOARD") CONTRACT #611-20 IN THE AMOUNT OF \$55,517.64.
2. BID #62-22 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO PYE-BARKER FIRE AND SAFETY LLC FOR THE COOPERATIVE JOB ORDER CONTRACT ("JOC") FOR FIRE NOTIFICATION SYSTEM REPLACEMENT THROUGH THE REGION VIII EDUCATION SERVICE CENTER'S COOPERATIVE PURCHASING PROGRAM, THE INTERLOCAL PURCHASING SYSTEM ("TIPS"), ON CONTRACT #21020402 IN THE AMOUNT OF \$60,605.05.
3. BID #63-22 – WE REQUEST AUTHORIZATION TO ISSUE PURCHASE ORDERS FOR THE COOPERATIVE PURCHASE OF MOBILE COMPUTER TERMINALS AND SOFTWARE LICENSES FOR INFORMATION TECHNOLOGY EQUIPMENT TO GTS TECHNOLOGY SOLUTIONS, INC. (\$435,760.65) THROUGH THE STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES ("DIR") CONTRACTS #S DIR-TSO-4025, DIR-CPO-4751, & DIR-CPO-4754 AND SHI GOVERNMENT SOLUTIONS, INC. (\$21,610.60) THROUGH DIR CONTRACT #DIR-TSO-4092.
4. BID #64-22 – WE REQUEST AUTHORIZATION TO ISSUE PURCHASE ORDERS TO WEAVER TECHNOLOGIES FOR THE COOPERATIVE PURCHASE OF NETWORK STORAGE COMPONENTS FOR INFORMATION TECHNOLOGY EQUIPMENT THROUGH THE STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES ("DIR") CONTRACT #DIR-TSO-4299 IN THE AMOUNT OF \$299,362.05.
5. BID #65-22 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO VIKING FENCE COMPANY FOR A COOPERATIVE JOB ORDER CONTRACT ("JOC") FOR MARK TWAIN AND HEIGHTS PARK BALLFIELD FENCE REPLACEMENT THROUGH THE REGION VIII EDUCATION SERVICE CENTER'S COOPERATIVE PURCHASING PROGRAM, THE INTERLOCAL PURCHASING SYSTEM ("TIPS"), ON CONTRACT #210205 IN THE AMOUNT OF \$119,300.
6. BID #66-22 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO RELIABLE CHEVROLET FOR THE COOPERATIVE PURCHASE OF FIVE (5) CHEVROLET TAHOES FOR POLICE DEPARTMENT AT A UNIT PRICE OF \$36,130.50 AND IN THE TOTAL AMOUNT OF \$180,652.50 AND ISSUE A LETTER OF INTENT FOR SEVEN (7) CHEVROLET TAHOES THROUGH SHERIFFS' ASSOCIATION OF TEXAS CONTRACT #22-03-1008 IN THE TOTAL AMOUNT OF \$252,913.50.

D. AUTHORIZE THE CHANGE ORDER TO INCREASE PURCHASE ORDER #191674 TO REBCON, INC. FOR MAIN STREET RECONSTRUCTION IN THE AMOUNT OF \$509,152.04.

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• **ADJOURN**

I CERTIFY THE ABOVE AGENDA WAS POSTED ON THE BULLETIN BOARD AT THE CIVIC CENTER/CITY HALL ON FRIDAY, APRIL 22, 2022, BY 5:00 P.M.

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

ACCOMMODATION REQUESTS FOR PERSONS WITH DISABILITIES SHOULD BE MADE AT LEAST 48 HOURS PRIOR TO THE MEETING BY CONTACTING THE ADA COORDINATOR, VIA PHONE AT (972) 744-0908, VIA EMAIL AT [ADACoordinator@cor.gov](mailto:ADACoordinator@cor.gov), OR BY APPOINTMENT AT 411 W. ARAPAHO ROAD, RICHARDSON, TEXAS 75080.

PURSUANT TO SECTION 46.03, PENAL CODE (PLACES WEAPONS PROHIBITED), A PERSON MAY NOT CARRY A FIREARM OR OTHER WEAPON ON THIS PROPERTY. \*

FOR THE PURPOSE OF THIS NOTICE "PROPERTY" SHALL MEAN THE RICHARDSON ROOM AND/OR COUNCIL CHAMBERS OR ANY OTHER ROOM WHERE A MEETING SUBJECT TO AN OPEN MEETING UNDER GOVERNMENT CODE CHAPTER 551 OF THE RICHARDSON CITY COUNCIL IS HELD.

*\*This does not apply to licensed carriers.*



## City Council Worksession Agenda Item Summary

<b>Worksession Meeting Date:</b>	Monday, April 25, 2022
<b>Agenda Item:</b>	2022 General Obligation Bonds and Certificates of Obligation Sale
<b>Staff Resource:</b>	Keith Dagen, Director of Finance
<b>Summary:</b>	A representative from the City's Financial Advisors (Hilltop Securities) and Bond Counsel (Norton Rose Fulbright LLP) will review the city's issuance of: 1) General Obligation Bonds, Series 2022; and 2) Combination Tax and Revenue Certificates of Obligation, Series 2022.
<b>City Council Strategic Goals:</b>	This agenda item helps further the following City Council Strategic Goals: <ul style="list-style-type: none"><li>• Maintain strong fund balance and bond rating</li></ul>
<b>Background Information:</b>	<p>The 2021-2022 Budget included the issuance of debt for Year One of the 2021 GO Bond Program as well as the annual issuance of debt for the City's Capital Improvement Plan, vehicles and equipment.</p> <p>The presentation will provide the results of the final pricing. Two separate ordinances must be approved to complete the sale.</p>
<b>Financial Implications:</b>	As discussed during the 2021-2022 Budget adoption process, the City can issue the contemplated debt without a tax rate increase.

## City Council Worksession Agenda Item Summary

- Worksession Meeting Date:** Monday, April 25, 2022
- Agenda Item:** Review and Discuss the Spring 2022 Cottonwood Art Festival
- Staff Resource:** Serri Ayers, Superintendent of Community Events  
Lori Smeby, Director of Parks and Recreation
- Summary:** City staff will provide an overview of the activities planned for the Spring 2022 Cottonwood Art Festival to be held May 7-8, 2022
- City Council Strategic Goals:** This agenda item helps further the following City Council Strategic Strategies:
- Continue to explore unique incentives/initiatives to attract and retain residents and other stakeholders
- Background Information:** Artist Marjolyn van der Hart will be the featured artist for the 2022 Spring 2022 Cottonwood Artist Festival to be held at Cottonwood Park. Over 240 artists in fourteen categories will be featured at this Spring event.

## City Council Worksession Agenda Item Summary

<b>Worksession Meeting Date:</b>	Monday, April 25, 2022
<b>Agenda Item:</b>	Review and Discuss the City of Richardson Budget Calendar
<b>Staff Resource:</b>	Shanna Sims-Bradish, Assistant City Manager
<b>Summary:</b>	City staff develops a proposed calendar each spring to finalize summer meeting dates and to schedule time for the City Council to discuss City services and programs prior to the adoption of the annual budget.
<b>City Council Strategic Goals:</b>	This agenda item helps further the following City Council Strategic Goals: <ul style="list-style-type: none"><li>• Maintain strong fund balance and bond rating</li></ul>
<b>Background Information:</b>	City staff will review the summer 2022 City Council Meeting schedule for Council consideration. The proposed schedule allows the City Council to schedule time for discussion of City Council budget priorities.

**MINUTES**  
**RICHARDSON CITY COUNCIL**  
**WORK SESSION AND COUNCIL MEETING**  
**APRIL 11, 2022**

- **Call to Order**

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

Paul Voelker	Mayor
Janet DePuy	Mayor Pro Tem
Bob Dubey	Councilmember
Jennifer Justice	Councilmember
Joe Corcoran	Councilmember
Ken Hutchenrider	Councilmember
Arefin Shamsul	Councilmember

The following staff members were also present:

Don Magner	City Manager
Kent Pfeil	Chief Financial Officer
Shanna Sims-Bradish	Assistant City Manager Admin/Leisure Services
Aimee Nemer	City Secretary
Jessica Almendarez	Management Analyst
Sam Chavez	Interim Development Services Director
Keith Krum	Senior Planner
Heidi Scalice	Recreation Center Manager
Yvonne Falgout	Asst. Director of Athletics and Events
Spencer Doyle	Superintendent of Parks
Gary Tittle	Police Chief
Victoria Thomas	Attorney
Jamie Mauldin	Attorney

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

**EXECUTIVE SESSION**

In compliance with Section 551.071 (1) and (2) of the Texas Government Code, Council will convene into a closed session to discuss the following:

- Consultation with City Attorney
  - Regarding Ordinance granting Oncor Electric Delivery Company LLC a franchise to use city public rights-of-way for the purpose of constructing and operating an electric distribution and transmission system

**Council Action**

Council convened in Executive Session at 6:02 p.m.

**RECONVENE INTO REGULAR SESSION**

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

**Council Action**

Council reconvened in Regular Session at 6:50 p.m. There was no action as a result of the Executive Session.

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

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

Council reported on items of community interest.

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

1. **INVOCATION – BOB DUBEY**
2. **PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – BOB DUBEY**
3. **MINUTES OF THE MARCH 28, 2022 AND APRIL 4, 2022 MEETINGS**

**Council Action**

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

**4. VISITORS/ACKNOWLEDGEMENT OF PUBLIC COMMENT CARDS**

City Manager Magner acknowledged two Public Comment Cards from Leonard Foster, 1316 Grinnell Drive regarding the Standards of Care for the Early Childhood Development and Youth programs.

**PUBLIC HEARING ITEMS:**

5. **PUBLIC HEARING AND CONSIDER ADOPTION OF ORDINANCE NO. 4420, ADOPTING STANDARDS OF CARE FOR EARLY CHILD DEVELOPMENT PROGRAMS OFFERED BY THE RICHARDSON PARKS AND RECREATION DEPARTMENT.**

**Public Hearing**

After a summary by staff, Mayor Voelker opened the Public Hearing. With no comments submitted, Councilmember Hutchenrider moved to close the Public Hearing, seconded by Councilmember Corcoran, and approved unanimously.

**Council Action**

Councilmember Dubey moved to approve the ordinance as presented. Councilmember Hutchenrider seconded the motion. A vote was taken and passed, 7-0.

6. **PUBLIC HEARING AND CONSIDER ADOPTION OF ORDINANCE NO. 4421, ADOPTING STANDARDS OF CARE FOR YOUTH PROGRAMS OFFERED BY THE RICHARDSON PARKS AND RECREATION DEPARTMENT.**

### **Public Hearing**

After a summary by staff, Mayor Voelker opened the Public Hearing. With no comments submitted, Councilmember Hutchenrider moved to close the Public Hearing, seconded by Councilmember Shamsul, and approved unanimously.

### **Council Action**

Councilmember Hutchenrider moved to approve the ordinance as presented. Councilmember Shamsul seconded the motion. A vote was taken and passed, 7-0.

- 7. PUBLIC HEARING AND CONSIDER ADOPTION OF ORDINANCE NO. 4422, TO CONTINUE THE JUVENILE CURFEW ORDINANCE, SECTION 13-122 OF THE CODE OF ORDINANCES.**

### **Public Hearing**

After a summary by staff, Mayor Voelker opened the Public Hearing. With no comments submitted, Councilmember Hutchenrider moved to close the Public Hearing, seconded by Councilmember Shamsul, and approved unanimously.

### **Council Action**

Councilmember Hutchenrider moved to approve the ordinance as presented. Councilmember Shamsul seconded the motion. A vote was taken and passed, 7-0.

- 8. CONSENT AGENDA:**

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

- 1. ORDINANCE NO. 4423, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP TO GRANT A CHANGE IN ZONING FROM PD PLANNED DEVELOPMENT FOR THE LR-M(2) LOCAL RETAIL DISTRICT TO PD PLANNED DEVELOPMENT FOR LR-M(2) LOCAL RETAIL WITH AMENDED DEVELOPMENT STANDARDS TO ALLOW FOR A REVISED CONCEPT PLAN AND APPROVAL OF A SPECIAL PERMIT FOR A RESTAURANT WITH DRIVE THROUGH SERVICE ON APPROXIMATELY 20.71 ACRES, LOCATED AT THE NORTHEAST CORNER OF N. COIT ROAD AND W. CAMPBELL ROAD, RICHARDSON, TEXAS.**
- 2. ORDINANCE NO. 4424, APPOINTING A PRESIDING MUNICIPAL JUDGE AND ASSISTANT MUNICIPAL JUDGES OF THE MUNICIPAL COURT OF RECORD NO. 1 OF THE CITY OF RICHARDSON.**

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

- 1. BID #29-22 – WE RECOMMEND THE AWARD TO IRON T CONSTRUCTION, INC. FOR ST. PAUL COURT ALLEY, RETAINING WALL AND UTILITY REPLACEMENT IN THE AMOUNT OF \$1,500,000.**

2. **BID #48-22 – WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO RICHARDSON READY ELECTRIC FOR AERIAL ELECTRICAL SERVICES PURSUANT TO UNIT PRICES.**
3. **BID #59-22 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO GT DISTRIBUTORS, INC. FOR THE COOPERATIVE PURCHASE OF EQUIPMENT FOR POLICE VEHICLES THROUGH THE LOCAL GOVERNMENT PURCHASING COOPERATIVE (“BUYBOARD”) CONTRACT #603-20 IN THE AMOUNT OF \$91,440.49.**

**Council Action**

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

**Adjourn**

With no further business, the meeting was adjourned at 7:35 p.m.

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**RECONVENE WORK SESSION – RICHARDSON ROOM**

**Reconvene**

Council reconvened in Work Session at 7:40 p.m.

**C. BRIEFING ON 2022 COUNCIL DISTRICT BOUNDARY COMMISSION DISTRICT BOUNDARY REVIEW AND RECOMMENDATIONS OF ADJUSTMENTS PURSUANT TO CITY CHARTER SECTION 4.03**

Keith Krum, Senior Planner, reviewed the Council District Boundary Commission process and their recommendation for adjusting district boundaries. Council determined to move forward with a Public Hearing on April 25 for Option A.

**ADJOURNMENT**

With no further business, the meeting was adjourned at 8:08 p.m.

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MAYOR

ATTEST:

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CITY SECRETARY

**MINUTES**  
**RICHARDSON CITY COUNCIL**  
**WORK SESSION MEETING**  
**APRIL 18, 2022**

- **Call to Order**

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

Paul Voelker	Mayor
Janet DePuy	Mayor Pro Tem
Bob Dubey	Councilmember
Jennifer Justice	Councilmember
Joe Corcoran	Councilmember
Ken Hutchenrider	Councilmember
Arefin Shamsul	Councilmember

The following staff members were also present:

Don Magner	City Manager
Kent Pfeil	Chief Financial Officer
Shanna Sims-Bradish	Assistant City Manager Admin/Leisure Services
Aimee Nemer	City Secretary
Jessica Almendarez	Management Analyst
Shawn Poe	Engineering Director
Dan Tracy	Assistant Director of Development Services
Bill Alsup	Health Director
Janice Tower	Assistant Director of Health
Lindsay Turman	Community Services Administrator

Regional Partners:

Mickey McGuire, Dallas County

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

**A. VISITORS/ACKNOWLEDGEMENT OF PUBLIC COMMENT CARDS**

City Manager Magner acknowledged Public Comment Cards from the following:

Arpit Garg, 6900 Preston Rd., Plano, regarding an invitation to an Exhibition on Hindu Civilization on May 14<sup>th</sup>.

Justin Neth, 1125 Renner Rd., Richardson, regarding the Council District Boundary Commission process.

**B. REVIEW AND DISCUSS THE ROAD MAINTENANCE PARTNERSHIP WITH DALLAS COUNTY**

Shawn Poe, Engineering Director, introduced Mickey McGuire from Dallas County District 2 Commissioner Koch's office. Mr. McGuire explained the Dallas County call for projects. Mr. Poe reviewed an opportunity to partner with Dallas County for road maintenance projects for the following locations and schedules:



- Collins Boulevard 2022
- Campbell Road 2022
- Arapaho Road 2023
- Coit Road 2023
- Belt Line 2023

**C. REVIEW AND DISCUSS THE MCKINNEY STREET RECONSTRUCTION PROJECT**

Shawn Poe, Engineering Director, provided Council with an update on the scope of the McKinney Street project and schedule:

- April 25, 2022 - City Council Consider Change Order Approval
- May 2022 - Contract Tree Grow City Council Award
- June 2022 - Construction Start
- Fall 2022 - Plant Trees
- Winter 2023 - Construction Complete

**D. REVIEW AND DISCUSS TRASH BASH 2022**

Bill Alsop, Health Director, reviewed the 2021 Trash Bash highlights and plans for the 2022 Trash Bash to take place on April 23<sup>rd</sup>.

**E. REVIEW AND DISCUSS THE 2022 SPRING NEIGHBORHOOD LEADERSHIP WORKSHOP**

Lindsay Turman, Community Services Administrator, provided a history of the Neighborhood Leadership Workshops and a schedule of the 2022 Spring Leadership Workshop to take place on April 19<sup>th</sup>.

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

Council reported on items of community interest.

**ADJOURNMENT**

With no further business, the meeting was adjourned at 7:12 p.m.

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MAYOR

ATTEST:

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CITY SECRETARY

**MINUTES**  
**RICHARDSON CITY COUNCIL**  
**WORK SESSION/EXECUTIVE SESSION MEETING**  
**APRIL 18, 2022**

- **Call to Order**

Mayor Voelker called the meeting to order at 7:26 p.m. with the following Council members present:

Paul Voelker	Mayor
Janet DePuy	Mayor Pro Tem
Bob Dubey	Councilmember
Jennifer Justice	Councilmember
Joe Corcoran	Councilmember
Ken Hutchenrider	Councilmember
Arefin Shamsul	Councilmember

The following staff members were also present:

Don Magner	City Manager
Aimee Nemer	City Secretary

**WORK SESSION – EXECUTIVE SESSION, IMMEDIATELY FOLLOWING THE 6:00 PM COUNCIL MEETING LARGE CONFERENCE ROOM, SUITE 202**

**A. VISITORS**

There were no visitor comments submitted.

**B. DISCUSS BOARD AND COMMISSION APPOINTMENT PROCESS**

City Secretary Nemer reviewed the board and commission appointment process and proposed changes.

**C. EXECUTIVE SESSION**

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

- Deliberation Regarding Personnel Matters
  - Review and discuss appointments/reappointments to the City Plan Commission, Civil Service Board, NTMWD Board, and Zoning Board of Adjustment/Building and Standards Commission

**Council Action**

Council convened into Executive Session at 7:55 p.m.

**RECONVENE INTO REGULAR SESSION**

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

**Council Action**

Council reconvened into Executive Session at 8:46 p.m. There was no action as a result of the Executive Session.

**D. REVIEW AND DISCUSS APPOINTMENTS/REAPPOINTMENTS TO THE ANIMAL SERVICES ADVISORY COMMISSION, CULTURAL ARTS COMMISSION, LIBRARY BOARD, PARKS AND RECREATION COMMISSION, SIGN CONTROL BOARD, AND TIF (TAX INCREMENT FINANCING) BOARDS.**

**Council Discussion**

Council discussed appointments.

**ADJOURNMENT**

With no further business, the meeting was adjourned at 8:46 p.m.

ATTEST:

\_\_\_\_\_  
MAYOR

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

**City Council  
Agenda Item Summary**

- Council Meeting Date:** Monday, April 25, 2022
- Agenda Item:** Recognition of Martin Luther King, Jr. Essay and Black History Month Art contest winners
- Staff Resource:** Greg Sowell, Communications Director
- Summary:** City Council will receive a report on the winning entries in the 2022 Martin Luther King, Jr. Essay and Black History Month Art contest winners. A brief photo opportunity with the Council and winners will follow the presentation.
- City Council Strategic Goals:** This agenda item helps further the following City Council Strategic Goals:
- Continue to explore unique incentives/initiatives to attract and retain residents and other stakeholders
  - Promote avenues for public engagement and input
- Background Information:** In Jan. 2021, the City launched its inaugural Martin Luther King, Jr. Essay Contest and Black History Month: Celebrating Diversity and Inclusion Art Contests. The student contests were developed to promote, embrace and celebrate the diversity and inclusion that is present around the community. This marks the second year of the event which is concluded every year with a presentation introducing the winners to Council.



**DATE:** April 25, 2022  
**TO:** Honorable Mayor and City Council  
**FROM:** Sam Chavez, AICP, Interim Director of Development Services *SDC*  
**SUBJECT:** District Boundary Adjustment Public Hearing

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## REQUEST

Approval of adjustments to Richardson's City Council district boundaries as recommended by the Council District Boundary Commission in accordance with Section 4.03 of the City of Richardson City Charter.

The City Charter requires City Council to appoint a commission every ten (10) years to review City Council district boundaries to maintain substantial equality of population in each district and must adopt new council district boundaries, if necessary, by ordinance within six (6) months following the commission's appointment. In addition, federal regulations require that the population distribution among City Council districts be nondiscriminatory.

At its March 22, 2022, public hearing the Council District Boundary Commission recommended the attached district boundaries be considered by City Council (see Commission Proposed Boundary Map).

## BACKGROUND

The Council District Boundary Commission was appointed on January 24, 2022, to review City Council district boundaries and recommend necessary adjustments. Over the course of three (3) meetings the Commission reviewed three (3) different options and selected two (2) options for consideration at its public hearing on March 22, 2022. Of the two options considered, Option A was recommended for City Council consideration and is attached as the proposed boundaries.

In addition to maintaining substantial equality of population among districts, which is traditionally held as a maximum deviation of no more than 10%, the following other criteria were considered:

- Identifiable boundaries, such as highways, streets, or creeks
- Districts that are compact and contiguous
- Avoiding splitting neighborhood between districts
- Avoiding dual member districts where current district members would be placed in the same district or moving a Council Member out of a district and into another.

## COUNCIL DISTRICT BOUNDARY COMMISSION RECOMMENDATION

The Commission by a vote of 7-1, recommended the attached district boundaries be considered for adoption (see Commission Proposed Boundary Map).

## ATTACHMENTS

CC Public Hearing Notice

Council District Boundary Commission Minutes 2022-03-22

Staff Report

Current Boundary Map

Commission Proposed Boundary Map

Boundary Change Map

Neighborhood Association Map

**Published Print in Dallas Morning News:** April 8 and April 15  
**Published Online at DallasNews.com:** April 8 through April 21

**City of Richardson  
Public Hearing Notice**

The Richardson City Council will conduct a public hearing at 7:00 p.m. on Monday, April 25, 2022, in the Council Chambers, Richardson Civic Center/City Hall, 411 W. Arapaho Road, to consider the following requests.

**Council District Boundary Adjustment**

The Richardson City Council will meet to consider adjustments to Richardson's council district boundaries as recommended by the Council District Boundary Commission in compliance with the requirements of Section 4.03 of the City of Richardson City Charter.

For additional information on the proposed boundary adjustments visit  
<https://cor.net/boundarycommission>.

If you wish your opinion to be part of the record but are unable to attend, send a written reply prior to the hearing date to City Council, City of Richardson, P.O. Box 830309, Richardson, Texas 75083.

**The City of Richardson**  
**/s/ Aimee Nemer, City Secretary**

**CITY OF RICHARDSON**  
**COUNCIL DISTRICT BOUNDARY COMMISSION MINUTES – MARCH 22, 2022**

The Richardson Council District Boundary Commission met on March 22, 2022, at 7:00 p.m. in the City Council Chambers, 411 W. Arapaho Road, Richardson, Texas.

**MEMBERS PRESENT:** Bryan Marsh, Chairman  
Stephen Springs, Vice Chairman  
Joe Costantino, Commissioner  
Nate Roberts, Commissioner  
Sibyl LaCour, Commissioner  
Gwen Walraven, Commissioner  
Michael Keller, Commissioner  
Gary Beach, Commissioner

**MEMBERS ABSENT:** Kenneth Southard, Commissioner

**CITY STAFF PRESENT:** Sam Chavez, Interim Director – Development Services  
Chris Shacklett, Interim Asst. Director – Planning  
Keith Krum, Senior Planner – Long Range Planning  
Connie Ellwood, Executive Secretary

**WORK SESSION**

The Council District Boundary Commission met with staff in the City Council Chambers on Tuesday, March 22 for a work session.

1. Approval of the minutes of the work session meeting of February 22, 2022.

**Motion:** Commissioner Costantino moved to approve the minutes as presented; seconded by Commissioner Roberts. Motion passed 8-0.

**PUBLIC HEARING**

2. Consider and act on recommendations to the City Council for adjustments to the City Council District boundaries in compliance with the requirements of Section 4.03 of the City of Richardson City Charter. *Staff: Keith Krum.*

Mr. Keith Krum began his presentation by reviewing the boundary requirements along with the historical information concerning the council district boundaries.

Article 4 of the City Charter required the election of six City Council members and the mayor.

- Four (4) elected to “places” that correspond to geographic districts (Council Places 1 through 4)
- Two elected at-large
- Mayor elected at-large

- Registered voters vote on all positions in each election

The Charter also required the City Council to appoint a Commission every ten (10) years to review Council District boundaries to ensure population equality between the districts. The City Council must revise/realign the boundaries, if necessary, by ordinance within six (6) months of the Commission's appointment. The Commission was appointed at the end of January. The deadline for a adoption of the revised boundaries is July 24, 2022.

Prior to 1989, Council District boundaries in Richardson were Central Expressway and Belt Line Road/Main Street. In 1989, a charter election took place adding the requirement to review the boundaries after a census along with approving new district boundaries. In 1992, the first year that the requirement took place, the Council District boundaries were reviewed, but no changes were necessary. In 2002 and 2012, the boundaries were revised. Mr. Krum noted that when he calculated the deviation in the boundaries prior to 1989, the result was 111%.

Mr. Krum then reviewed the boundary criteria for consideration:

- Substantial equality of population among districts, which is traditionally held as a maximum deviation of no more than 10%
- Identifiable boundaries, such as highways, streets or creeks
- Districts that are compact and contiguous
- Avoid splitting neighborhood between districts
- Avoid dual member districts where current district members are placed in the same district or moving a Council Member out of a district and into another.

Mr. Krum provided data related to current boundaries:

- The 2010 Population/Deviation when the Boundary Commission and Council completed this exercise in 2012 was 4.5%, and the population at that time was just under 100,000 with the ideal district population at approximately 25,000 residents.
- The 2020 population over the last ten (10) years added an additional 20,000 residents to the city, making the total population 119,469. The ideal population for each district would be just under 30,000 residents. The current total deviation for Richardson's current City Council districts is 41.7%, well above the goal deviation of 10%. Additionally, Districts 1, 2 and 3 were below the ideal district population, with District 4 being the only district above the ideal population. The current boundaries did not split any neighborhoods or homeowners' associations.

Mr. Krum continued by presenting the two (2) options for consideration.

#### **Option A**

- Option A had a total deviation of 6.0%
- The changes being made between current boundaries and Option A included:
  - Lennox area residential moves from District 3 to District 4 (moved 719 residents to District 4)



- Northrich neighborhood moves from District 4 to District 3 (moved 5,077 residents to District 3)
- The Richardson IQ (including the Eastside and GreenVue developments) moves from District 4 to District 2 (moved 1,657 residents to District 2)
- Mark Twain neighborhood moves from District 4 to District 1 (moved 2,654 residents to District 1)

Option A met all criteria, with District 2 being less compact than the other districts.

### **Option B**

- Option B had a total deviation of 4.5%
- The changes being made between current boundaries and Option B included:
  - Lennox area residential moves from District 3 to District 4 (moved 719 residents to District 4)
  - Northrich neighborhood moves from District 4 to District 3 (moved 5,077 residents to District 3)
  - The portion of the CityLine development between Plano Road and the DART Rail moves from District 4 to District 2 (moved 2,366 residents to District 2)
  - Mark Twain neighborhood moves from District 4 to District 1 (moved 2,654 residents to District 1)

Option B met all criteria, except that CityLine was split between District 2 and District 4.

Mr. Krum concluded his presentation and made himself available for questions.

Chairman Marsh asked about the criteria for neighborhood splitting and communities of interest and what was meant by communities of interest.

Mr. Krum responded that CityLine would be considered a community of interest even though there was not a formal neighborhood association. There was a proximity to the residential buildings where residents have common areas that allow for interaction with one another. They were somewhat different than traditional garden style apartments, where a gated complex would limit interaction with neighboring communities.

Chairman Marsh commented there was no scorecard as to which of the stated criteria carried more weight, rather the criteria were merely items to be considered with the population deviation percentage being the most important.

Mr. Krum concurred.

Commissioner Springs asked about the splitting of CityLine and how large a difference it would be to split. He also asked what the total number of residents would be for the IQ.

Mr. Krum stated he had data supporting the inquiry, however it was not available at the present time.

Mr. Shacklett stated on the west side of the DART Rail there were approximately 705 apartment units and a development with fifty-eight (58) townhomes currently under construction.

Mr. Krum responded that the 705 apartment units were not in the portion that was being considered for shifting from District 4 to District 2.

Chairman Marsh responded that the Eastside and GreenVue area (within the Richardson IQ) was approximately 1,650 residents versus 2,366 within CityLine.

Mr. Krum confirmed the Richardson IQ was approximately 1,650 residents.

With no further questions of staff, Chairman Marsh opened the public hearing and asked if there was anyone that wanted to speak in favor or opposition of the request.

Chairman Marsh stated there was only one response received in favor of Option A and in opposition of Option B.

With no further comments in favor or in opposition of the request, Chairman Marsh asked the Commission to decide on continuing the public hearing, which would allow the community to provide input on the options presented or allow the Commission to consider an additional option. He also asked if an additional option was presented, would it be as part of a new public hearing or could it be considered under the current public hearing.

Mr. Chavez responded that the public hearing could be continued to consider another option or receive additional information from staff. It was staff's preference the public hearing be left open should that be the direction of the Commission in order to avoid readvertising and pushing the date for a hearing out by fifteen (15) days.

He continued by stating that the public had sufficient time to voice their opinion through the on-line comment cards, articles in the newspaper, and articles in Community Impact, as well as attendance at this evening's public hearing. He recommended that prior to making a motion, if the motion was to forward a recommendation or recommendations to the Council, that the motion would include to recommend approval of a certain option or options and to close the public hearing with the motion as opposed to the way the City Plan Commission issues the closure prior to the motion.

Chairman Marsh asked the Commission if they were comfortable with the two (2) options that had been presented and if they were ready to move forward with selecting one (1) option to recommend to Council or to recommend both option.

Commissioner Walraven was inclined not to split CityLine (Option B) and go with Option A.

Commissioner LaCour stated she was at first inclined to go with Option B due to the fact it had a lower percentage deviation; however, after reviewing the comment provided in opposition, she agreed and would be supporting Option A.

Vice Chairman Springs observed the IQ historically had been in the current zone over the last twenty (20) years. He stated that that after further review, he was inclined to go with Option A.

Commissioner Beach stated that he preferred Option B, even with the one (1) comment received in opposition and felt it was not statistically significant. He continued by stating that every resident in the City had one (1) vote for every Council Member regardless of district or at-large. He was still inclined to support Option B due to the fact it fit the parameter of the lowest deviation and felt there would be more growth where that deviation would expand over time.

Commissioner Costantino stated he was in favor of Option A.

Commissioner Roberts stated he was in favor of Option A. He did not feel that another option needed to be brought forward.

Commissioner Keller stated he concurred that another option was not necessary and was satisfied to move forward with the options presented. He disagreed with Commissioner Beach's observation about splitting the CityLine area. He stated while it was true that every resident could vote for each person that would be running for individual districts, there was something to be said regarding the individuals running for said district and how they would represent the neighborhood, which tied into the idea of not splitting neighborhoods. He felt the individual representing a district would look out for the best interest of the residents in their district, which to him made sense to keep communities of interest together. He was not totally supportive of having the IQ as shown in Option A, but he felt that Option A was the better option so that CityLine would not be split, keeping the unity within the community of interest.

Chairman Marsh stated he liked both options, originally leaning more towards Option A but moving towards Option B due to the lowest deviation and the compactness of the districts. The public comment did sway his opinion of the importance of keeping the unity within the community of interest for CityLine, even though it was not recognized as a neighborhood association. If CityLine was split between districts, there was potential to have two (2) Council Members residing within CityLine (one on the west side of the DART Rail and one on the east side of the DART Rail). He did not feel that made sense. In Option A, District 2 would have the smallest population and the most room to grow. With the DART Arapaho Station and the mixed-use zoning put in place, he felt over the next ten (10) years, there should be more growth within that area. He was leaning towards Option A.

Mr. Chavez stated what was unique in the on-line response card was the description of CityLine as a community. The original vision for CityLine was to create a community, and the comments from a resident indicated that the vision had come to fruition.

With no further comments in favor or opposition, Chairman Marsh asked for a motion.

**Motion:** Commissioner Walraven made a motion to close the public hearing and to recommend approval of Option A: Seconded by Vice Chairman Springs. Motion passed 7-1. Commissioner Beach in opposition.

**ADJOURN**

With no further business before the Commission, Chairman Marsh adjourned the regular business meeting at 7:37 p.m.

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Bryan Marsh, Chairman

APPROVED



**TO:** City Council  
**THROUGH:** Sam Chavez, AICP, Interim Director of Development Services *SDC*  
**FROM:** Keith Krum, AICP, Senior Planner *KBK*  
**DATE:** April 25, 2022  
**RE:** **District Boundary Adjustment Public Hearing**

City Council will consider adjustments to Richardson's City Council district boundaries as recommended by the Council District Boundary Commission in compliance with the requirements of Section 4.03 of the City of Richardson City Charter. The recommended district boundary adjustments are depicted on the attached Commission Proposed Boundary Map.

## REVIEW MATERIALS

The following materials are included for your review:

- **Published notice for the public hearing.**
- **March 22, 2022, Council District Boundary Commission public hearing minutes.**
- **Current Boundary Map**, which includes tables with district and overall deviation calculations for the 2010 Census and 2020 Census.
- **Commission Proposed Boundary Map**, which includes current Council district overlaying proposed district boundaries, and a table with district and overall deviation calculations.
- **Boundary Change Map**, which includes notations indicating where the differences are between current and proposed district boundaries.
- **Neighborhood Association Map** to check that associations are not split by the proposed district boundaries.

## OPTION CRITERIA

The following criteria were considered during review of proposed Council district boundaries:

- **10% Maximum Deviation:** The total maximum deviation is computed by determining the percentage by which each district exceeds the ideal district size (i.e., total population divided by 4). Then the lowest deviation is added to the highest deviation, ignoring the negative sign for the smallest district. The total is the total maximum deviation.

*Example: District No. 1 is 9 percent above the ideal district size. District No. 3 is 8 percent below the ideal district size. The deviation is 17 percent, well above the permissible 10 percent maximum deviation.*

- **Identifiable Boundaries:** Districts should have identifiable boundaries such as highways, streets, and creeks so that citizens can easily determine what district they are in.
- **Compact/Contiguous:** Districts should be compact and contiguous. Much like the consideration of following identifiable boundaries, this makes it easier for the public to understand what district they are in.
- **Neighborhood Splitting:** Residential districts have the effect of ensuring that all portions of the city are represented on the Council. Ensuring geographic diversity is a primary purpose and effect of residential districts. Thus, the Council may want to avoid splitting neighborhoods and communities of interest.
- **Dual Member Districts:** The Council may want to avoid placing current district Council members in the same district. This is not as important a consideration as would be the case in a single-member-district plan, since even if district Council members are paired, one can always run at-large and will be facing the same group of voters as if he or she had run for a district place.

## CURRENT BOUNDARIES

### Status

- **Total Population:** The 2020 Census lists Richardson’s population as 119,469. This is an increase of 20,246 from the 2010 Census population of 99,223.
- **Target District Population:** Divided between four Council districts equally, each Council district would be home to 29,867 residents.
- **Current District Deviation:** Based on the target district population, the current total deviation for Richardson’s current City Council districts is 41.7%, well above the goal deviation of 10%.

### Deviation Calculations

District	1	2	3	4
Total Population	27,837	27,041	26,061	38,530
District Population Deviation	-2,030	-2,826	-3,806	+8,663
District Percent Deviation	-6.8%	-9.5%	<b>-12.7%</b>	<b>+29.0%</b>
Total Percent Deviation	29.0% (max) + 12.7% (min) = 41.7%			

## PROPOSED BOUNDARIES

### Population Change Calculations

District	1	2	3	4
Population: Current District Boundaries	27,837	27,041	26,061	38,530
1) Lennox area residential moves from District 3 to District 4			-719	+719
2) Northrich neighborhood moves from District 4 to District 3			+5,077	-5,077
3) Eastside & Greenvue developments move from District 4 to District 2		+1,657		-1,657
4) Mark Twain neighborhood moves from District 4 to District 1	+2,654			-2,654
Population: Proposed District Boundaries	30,491	28,698	30,419	29,861

### Deviation Calculations

District	1	2	3	4
Total Population	30,491	28,698	30,419	29,861
District Population Deviation	624	-1,169	552	-6
District Percent Deviation	2.1%	-3.9%	1.8%	0.0%
Total Percent Deviation	2.1% (max) + 3.9% (min) = 6.0%			

### Criteria Review

- **Maximum Deviation of 10%:** Deviation for this option is 6.0%, well below the 10% threshold.
- **Identifiable Boundaries:** District boundaries follow identifiable roads and the DART Rail corridor.
- **Compact/Contiguous:** Districts are compact and contiguous, with District 2 being somewhat less compact.
- **Neighborhood Splitting:** No neighborhoods are split by District boundaries.
- **Dual Member Districts:** All Council members remain in their current Districts.

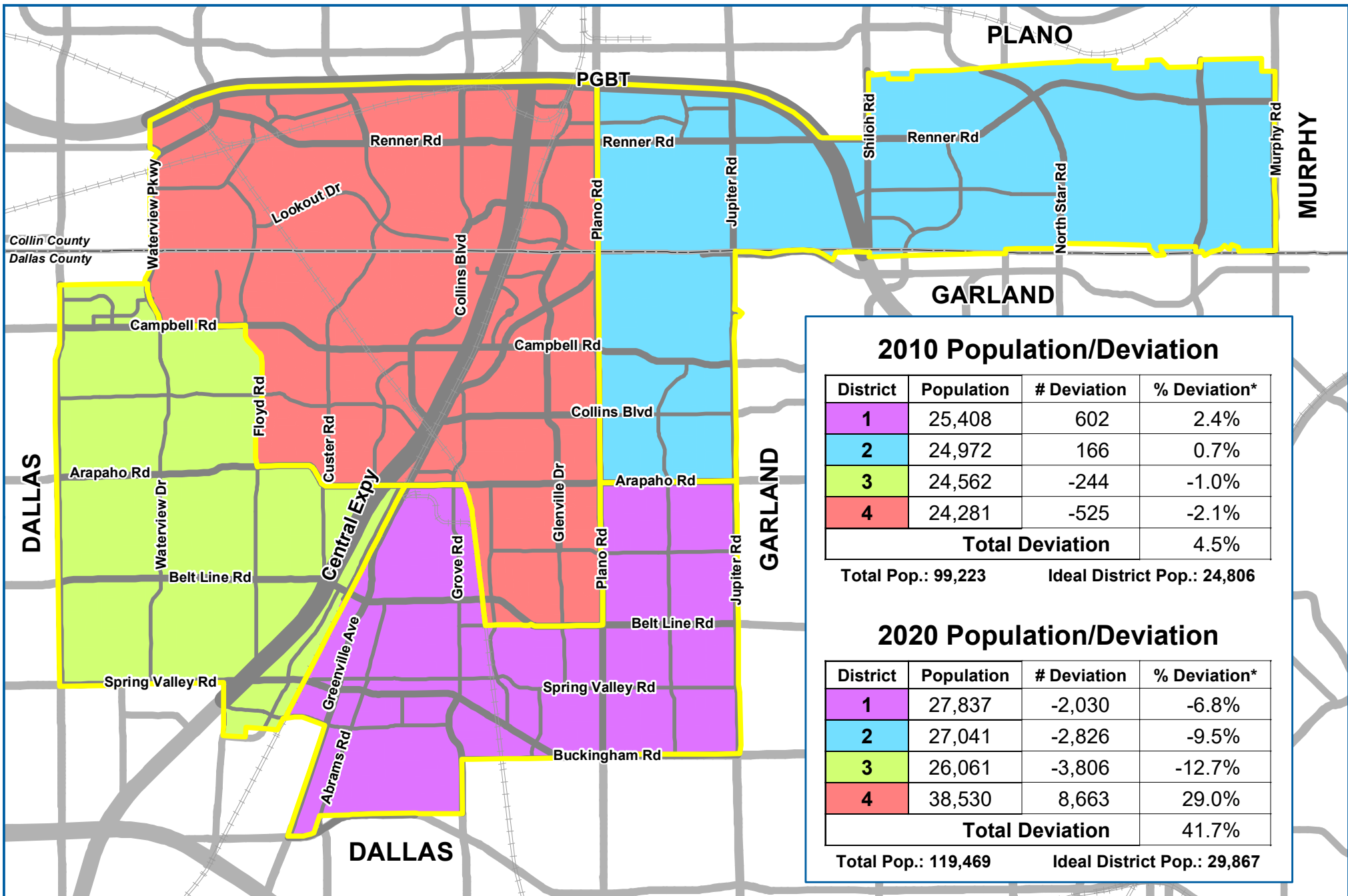
## **PUBLIC HEARING**

During the hearing, speakers will have five (5) minutes each to provide input on the proposed boundaries. As with other public hearings, groups will be requested to assign a representative to present their opinions.

Relative to taking action, the City Council has multiple options:

- The Council may conclude the public hearing and approve the recommended Council District Boundary adjustments as presented or with modifications;
- The Council may continue the public hearing to receive additional input at a future specific date; or
- The Council may close the public hearing and continue its deliberations at a future meeting.





### 2010 Population/Deviation

District	Population	# Deviation	% Deviation*
1	25,408	602	2.4%
2	24,972	166	0.7%
3	24,562	-244	-1.0%
4	24,281	-525	-2.1%
<b>Total Deviation</b>			4.5%

Total Pop.: 99,223

Ideal District Pop.: 24,806

### 2020 Population/Deviation

District	Population	# Deviation	% Deviation*
1	27,837	-2,030	-6.8%
2	27,041	-2,826	-9.5%
3	26,061	-3,806	-12.7%
4	38,530	8,663	29.0%
<b>Total Deviation</b>			41.7%

Total Pop.: 119,469

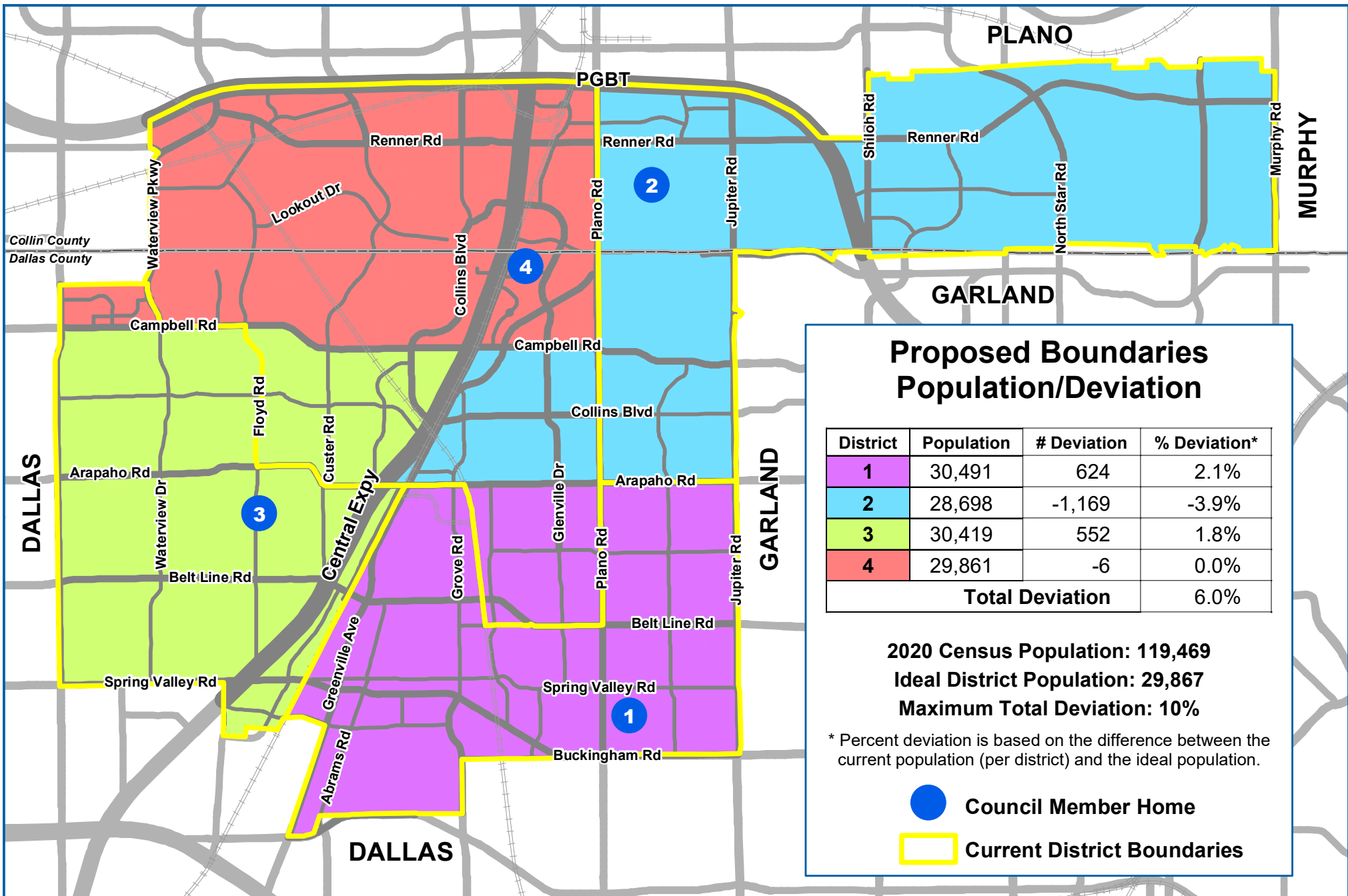
Ideal District Pop.: 29,867

# Council District Boundaries: Current

Updated: March 10, 2022



RICHARDSON, TX  
DEVELOPMENT SERVICES



### Proposed Boundaries Population/Deviation

District	Population	# Deviation	% Deviation*
1	30,491	624	2.1%
2	28,698	-1,169	-3.9%
3	30,419	552	1.8%
4	29,861	-6	0.0%
<b>Total Deviation</b>			<b>6.0%</b>

**2020 Census Population: 119,469**  
**Ideal District Population: 29,867**  
**Maximum Total Deviation: 10%**

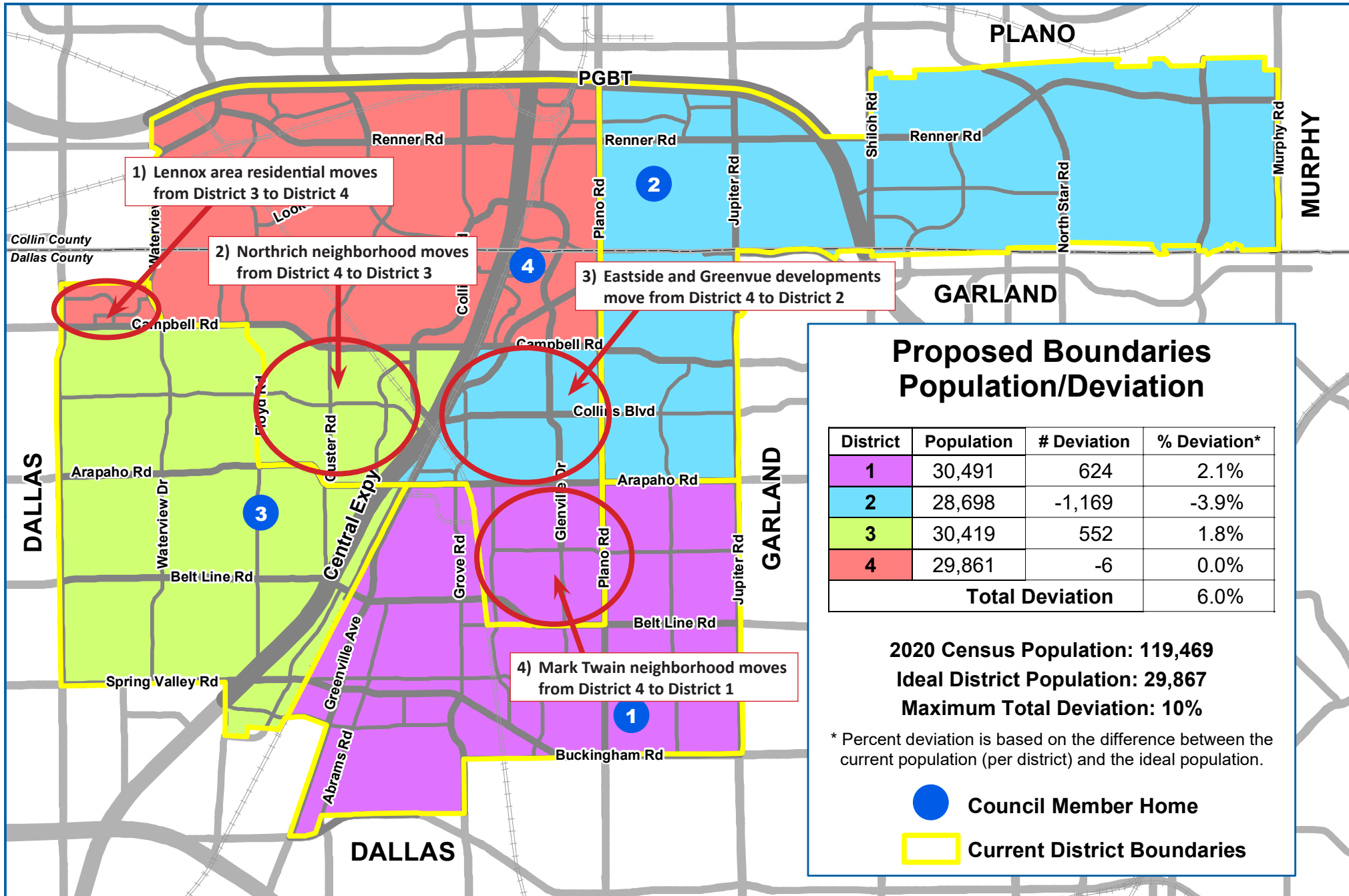
\* Percent deviation is based on the difference between the current population (per district) and the ideal population.

- Council Member Home
- Current District Boundaries

# Council District Boundaries: Proposed

Updated: March 24, 2022





1) Lennox area residential moves from District 3 to District 4

2) Northrich neighborhood moves from District 4 to District 3

3) Eastside and Greenvue developments move from District 4 to District 2

4) Mark Twain neighborhood moves from District 4 to District 1

### Proposed Boundaries Population/Deviation

District	Population	# Deviation	% Deviation*
1	30,491	624	2.1%
2	28,698	-1,169	-3.9%
3	30,419	552	1.8%
4	29,861	-6	0.0%
<b>Total Deviation</b>			<b>6.0%</b>

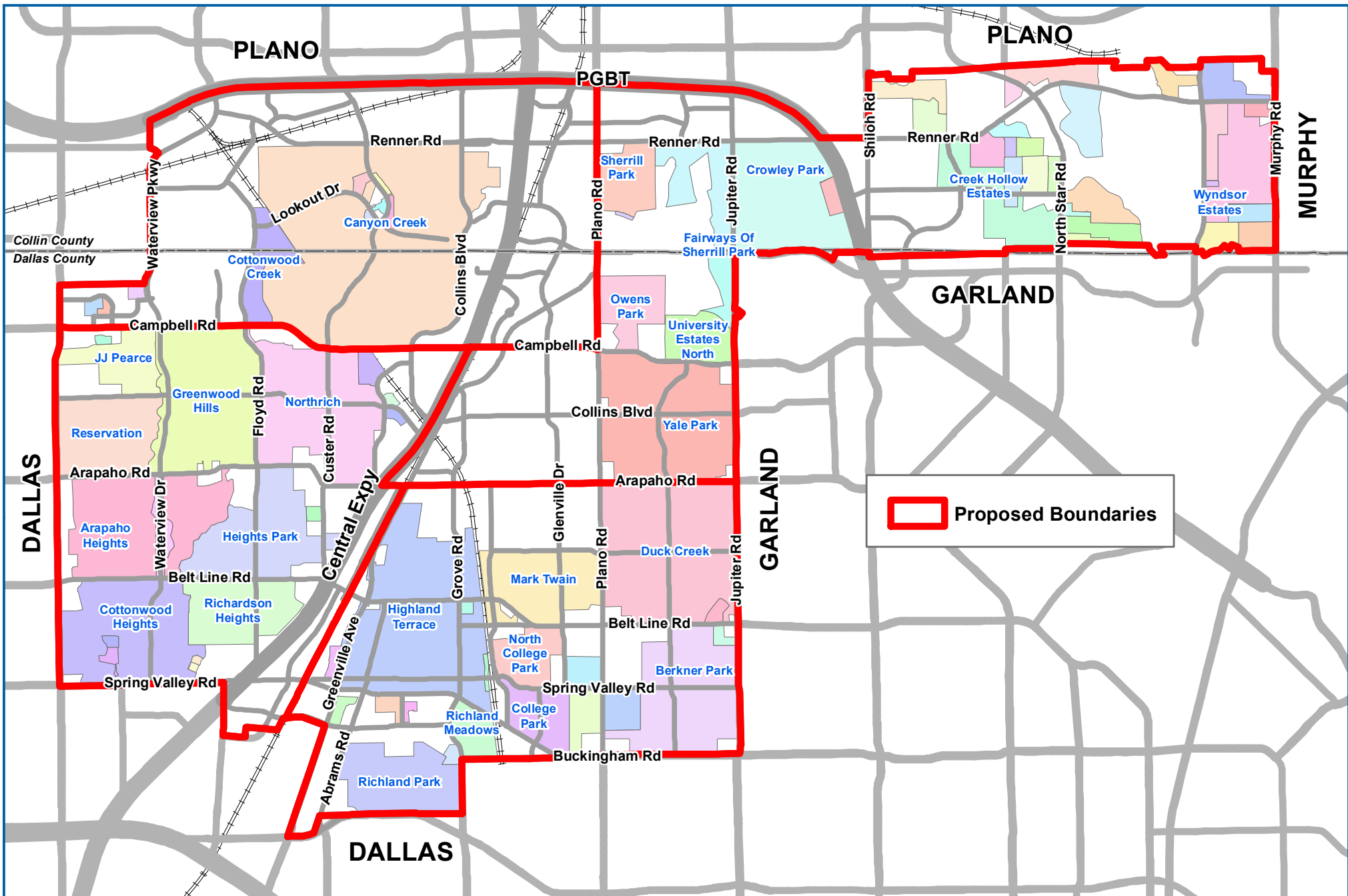
2020 Census Population: 119,469  
 Ideal District Population: 29,867  
 Maximum Total Deviation: 10%

\* Percent deviation is based on the difference between the current population (per district) and the ideal population.

- Council Member Home
- Current District Boundaries

# Council District Boundaries: Proposed

Updated: March 24, 2022



# Neighborhood Associations: Proposed

April 14, 2022



# MEMO

**DATE:** April 20, 2022  
**TO:** Don Magner, City Manager  
**THROUGH:** Kent Pfeil, Chief Financial Officer  
**FROM:** Keith Dagen, Director of Finance  
**SUBJECT:** Series 2022 Bond Sale

Ordinances will be placed on the April 25, 2022 agenda for consideration by the City Council to complete the sale of debt obligations for the Series 2022 Bond Program.

**Background:**

Staff provided an overview of the Series 2022 bond sale at the February 14, 2022 City Council Worksession. At the time, staff reviewed the sale calendar and gave an overview of the debt instruments that would be issued to fund the 2022 capital plan. Since the February briefing, staff has worked with the City's financial advisors, Hilltop Securities, as well as the City's bond attorneys, Norton Rose Fulbright, to implement the sale. Rating agencies Standard and Poor's and Moody's reviewed the pending transactions and affirmed the City's "Triple-A" bond ratings.

As part of the February briefing, staff also identified a small refunding opportunity for outstanding debt that was issued in 2012. Based on interest rates at the time, the City could refund (pay off) the old debt and issue new debt with the same maturities and a lower cost to the City. With changes in interest rates over the last two months, the refunding transaction is no longer recommended and will not be included in the sale. This older debt will be eligible to be defeased (paid off with cash) as part of next fiscal year's debt management program. This opportunity will be discussed more fully during the summer budget adoption process.

On Monday, April 25, 2022, Hilltop Securities will take bids for the General Obligation Bonds and for the Certificates of Obligation. The winning bid for each debt instrument will be brought to the City Council for approval. While taking bids, Hilltop Securities will adjust the amount of sale as needed to cover all issuance costs of the sale and ensure that the City receives the exact proceeds needed for the 2022 capital plan (\$45,360,000).

Attached are draft ordinances that will approve the winning bids and complete the debt sale. The ordinances will be updated on Monday afternoon with final sale numbers and bidder information once the bids have been received and Hilltop Securities confirms that the sale will generate the proceeds required for the capital plan. The ordinances also reference a paying agent/registrars agreement that will

be negotiated after the sale is completed. This service cost \$750 per year for each issue for the Series 2021 issuance and staff expects similar pricing. Representatives from Hilltop Securities and Norton Rose Fulbright will be on hand to answer questions about the debt sale. Staff is recommending adoption of the ordinances to complete the 2022 sale.

**Attachments:**

Final Debt Issuance Plan – Series 2022

Ordinance No. 4425 Authorizing Issuance of General Obligation Bonds, Series 2022

Ordinance No. 4426 Authorizing Issuance of Certificates of Obligation, Series 2022

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# Debt Issuance Plan

## Series 2022

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- **\$29,720,000 General Obligation Bonds (Tax Exempt)**
  - **\$29,720,000 General Obligation Bonds**
    - \$14,760,000 Street Improvements 20-Yr
    - \$ 3,925,000 Municipal Public Buildings 20-Yr
    - \$ 3,119,000 Sidewalks 20-Yr
    - \$ 6,493,000 Drainage 20-Yr
    - \$ 1,423,000 Parks 20-Yr
  
- **\$15,640,000 Certificates of Obligation (Tax Exempt)**
  - **\$1,360,000 Tax-Supported Certificates of Obligation**
    - \$ 1,360,000 Fire Equipment 8-Yr
  
  - **\$1,230,000 Self-Supporting Certificates of Obligation**
    - \$ 1,230,000 Solid Waste Equipment 8-Yr
  
  - **\$ 13,050,000 Self-Supporting Certificates of Obligation**
    - \$ 5,925,000 Water and Sewer CIP 15-Yr
    - \$ 7,125,000 Water and Sewer CIP 20-Yr
  
- **\$45,360,000 Total Proceeds, Series 2022\***

\* Amount of General Obligation Bonds and Certificates of Obligation sold will be adjusted to pay issuance costs and provide the cash proceeds shown above.

ORDINANCE NO. 4425

AN ORDINANCE authorizing the issuance of “CITY OF RICHARDSON, TEXAS, GENERAL OBLIGATION BONDS, SERIES 2022”; specifying the terms and features of said bonds; levying a continuing direct annual ad valorem tax for the payment of said bonds; and resolving other matters incident and related to the issuance, sale, payment and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement and the approval and distribution of a Preliminary Official Statement and an Official Statement; and providing an effective date.

WHEREAS, the City Council (the “City Council”) of the City of Richardson, Texas (the “City”) finds and determines that \$\_\_\_\_\_ in principal amount of general obligation bonds approved and authorized to be issued at an election held on November 2, 2021, should be issued and sold at this time pursuant to Texas Government Code, Chapter 1331, as amended; a summary of the general obligation bonds authorized at said election and at the election held on December 6, 1997, the principal amounts authorized, amounts heretofore issued and being issued pursuant to this ordinance and amounts remaining to be issued subsequent hereto being as follows:

<u>Purpose</u>	<u>Date Approved</u>	<u>Principal Amount Approved (\$)</u>	<u>Amounts Previously Issued (\$)</u>	<u>Amounts Being Issued (\$)</u>	<u>*Premium Applied (\$)</u>	<u>Amounts Remaining (\$)</u>
Streets & Drainage	12/06/97	33,428,959	33,425,000	0	0	3,959
Sidewalks & Bridges	12/06/97	7,445,209	7,445,000	0	0	209
Parks & Recreation	12/06/97	17,948,716	14,910,000	0	0	3,038,716
Public Buildings	12/06/97	19,176,435	19,175,000	0	0	1,435
Streets, Alleys, Traffic Signals	11/02/21	102,000,000	0	14,760,000		
Municipal Public Buildings	11/02/21	64,000,000	0	3,925,000		
Sidewalks	11/02/21	8,500,000	0	3,119,000		
Flood Control, Drainage	11/02/21	8,000,000	0	6,493,000		
Parks	11/02/21	7,500,000	0	1,423,000		
		267,999,319	74,955,000	29,720,000	0	3,044,319

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

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

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

Section 1: Authorization – Designation - Principal Amount - Purpose. General obligation bonds of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$\_\_\_\_\_ to be designated and bear the title “CITY OF RICHARDSON, TEXAS, GENERAL OBLIGATION BONDS, SERIES 2022” (hereinafter referred to as the “Bonds”), for the purpose of providing funds for (1) permanent public improvements and public purposes, to wit: (i) acquiring, constructing, improving and maintaining streets, thoroughfares and alleyways within the City, traffic signalization and signage and traffic management equipment, (ii) constructing, improving, renovating, expanding and equipping municipal public buildings and the acquisition of land therefor, to-wit: renovating City Hall, the Richardson Public Library, Fire Station 5 and the Richardson Animal Shelter, (iii) constructing, improving, extending, repairing sidewalks and related improvements, (iv) planning, designing, constructing, improving, renovating, repairing, replacing, and expanding flood protection and



storm drainage facilities and improvements, erosion control, including necessary and appropriate relocation of utilities and the acquisition of land related thereto and (v) designing, acquiring, constructing, renovating, improving, and equipping the City parks (including passive parks and open space improvements), and acquiring lands, interests in lands, and rights-of-way related thereto; and (2) to pay the costs of issuance, in accordance with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1331, as amended.

Section 2: Fully Registered Obligations - Bond Date - Authorized Denominations- Stated Maturities - Interest Rates. The Bonds shall be issued as fully registered obligations only, shall be dated the initial date of delivery of the Bonds, anticipated to be May 25, 2022 (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 (%)</u>
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		

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 consisting of twelve 30-day months). Interest on the Bonds shall be payable on February 15 and August 15 in each year, commencing February 15, 2023, 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, Houston, Texas to serve as Paying Agent/Registrar for the Bonds is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor and City Secretary are authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

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

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

Section 4: Redemption.

(a) Optional Redemption. The Bonds maturing on and after February 15, 2032, 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, 2031, 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 BOND  
SERIES 2022

Bond Date:  
\_\_\_\_\_, 2022

Interest Rate:  
\_\_\_\_\_ %

Stated Maturity  
February 15, 20\_\_\_\_

CUSIP NO:  
\_\_\_\_\_

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, 2023, 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 (1) permanent public improvements and public purposes, to wit: (i) acquiring, constructing, improving and maintaining streets, thoroughfares and alleyways within the City, traffic signalization and signage and traffic management equipment, (ii) constructing, improving, renovating, expanding and equipping municipal public buildings and the acquisition of land therefor, to-wit: renovating City Hall, the Richardson Public Library, Fire Station 5 and the Richardson Animal Shelter, (iii) constructing, improving, extending, repairing sidewalks and related improvements, (iv) planning, designing, constructing, improving, renovating, repairing, replacing, and expanding flood protection and storm drainage facilities and improvements, erosion control, including necessary and appropriate relocation of utilities and the acquisition of land related thereto and (v) designing, acquiring, constructing, renovating, improving, and equipping the City parks (including passive parks and open space improvements), and acquiring lands, interests in lands, and rights-of-way related thereto; and (2) 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 1331, as amended, and pursuant to an ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Bonds maturing on and after February 15, 2032, 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, 2031, 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 Birmingham, Alabama is the "Designated Payment/Transfer Office" for this Bond.

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

Registration date:

\_\_\_\_\_

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

(e) Form of Assignment.

ASSIGNMENT

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

(Social Security or other identifying number \_\_\_\_\_) the within 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 BOND  
SERIES 2022

Bond Date: May 25, 2022

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

Principal Amount: \_\_\_\_ MILLION \_\_\_\_ HUNDRED \_\_\_\_ THOUSAND DOLLARS

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

<u>STATED</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>
<u>MATURITY</u>	<u>INSTALLMENTS (\$)</u>	<u>RATE (%)</u>

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

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest 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, 2023, 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, Houston, Texas (the "Paying Agent/Registrar"), upon its presentation and surrender at its designated offices, initially in Birmingham, Alabama, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Section 10: Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their payment at maturity or redemption or a sinking fund of 2% (whichever amount is the greater), there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the Debt Service Requirements of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; separate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Bonds shall be kept and maintained by the City at all times while the Bonds are Outstanding, and the taxes collected for the payment of the Debt Service Requirements on the Bonds shall be deposited to the credit of a "Special 2022 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, Chief Financial Officer, Director of Finance and City Secretary of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

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

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation, 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 or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use will be made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited, shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated

Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall, upon the request of the City, be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

The term "Government Securities", as used herein, shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America and (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.

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, 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, 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, Chief Financial Officer 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.

Section 15: Sale of Bonds - Official Statement Approval. Pursuant to a public sale for the Bonds, the bid submitted by \_\_\_\_\_ (herein referred to as the "Purchasers") is declared to be the best bid received producing the lowest true interest cost rate to the City, and the sale of the Bonds to the Purchasers at the price of par plus a cash premium in the amount of \$\_\_\_\_\_ is hereby determined to be in the best interests of the City and is approved and confirmed. Delivery of the Bonds to the Purchasers shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The Initial Bond shall be registered in the name as provided in the winning bid.

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, 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 April 25, 2022, 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: 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 17: 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) shall be used to finance the permanent public improvements referenced in Section 1 hereof. The proceeds of sale of the Bonds not so used to finance the aforesaid improvements 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 deposited in the Interest and Sinking Fund as shall be determined by the City Council of the City. Any premium received shall be applied in accordance with the applicable provisions of Texas Government Code, Chapter 1201, as amended.

Section 18: Reserved.

Section 19: Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

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

Section 20: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever,

and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the City.

Section 21: Legal Opinion. The obligation of the Purchasers to accept delivery of the Bonds is subject to being furnished a final legal opinion of Norton Rose Fulbright US LLP approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Bonds. A true and correct reproduction of said opinion is hereby authorized to be printed on or attached to the definitive Bonds or an executed counterpart thereof shall accompany the global Bonds deposited with DTC. The City Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

Section 22: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

Section 23: 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 24: 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 25: 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 26: Effect of Headings. The section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 27: 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 28: Continuing Disclosure Undertaking.

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

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“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 2022, financial information and operating data with respect to the City of the general type included under Tables numbered 1 through 6 and 8 through 17 of the Official Statement and (2) within 12 months after the end of each fiscal year ending in or after 2022, and if not provided as part of such financial information and operating data, audited financial statements of the City. Any financial statements so provided shall be prepared in accordance with the accounting principles described in Appendix B of the Official Statement hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

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;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
  15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
  16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding item 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 and (b) the City intends the words used in the immediately preceding items 15 and 16 in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

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 29: 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 30: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, Director of Finance and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, 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 31: 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 32: 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 33: Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

*[Remainder of page left blank intentionally.]*

PASSED AND ADOPTED, this April 25, 2022.

CITY OF RICHARDSON, TEXAS

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Mayor

ATTEST:

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City Secretary

(City Seal)

APPROVED AS TO FORM:

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Robert D. Dransfield, Bond Counsel



**EXHIBIT A**

**PAYING AGENT/REGISTRAR AGREEMENT**

ORDINANCE NO. 4426

AN ORDINANCE authorizing the issuance of "CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022"; 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 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 \$15,640,000 for the purpose of paying contractual obligations to be incurred for (1) acquiring vehicles and equipment for the solid waste and fire departments, (2) improving and extending the City's water and sewer system and (3) professional services rendered in connection therewith, has been (a) duly published in *The Dallas Morning News*, a newspaper hereby found and determined to be of general circulation in the City of Richardson, Texas, on March 3, 2022 and March 10, 2022, the date of the first publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates and (b) duly published continuously on the City's website for at least forty-five (45) days before 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 \$\_\_\_\_\_ in total principal amount 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 2022" (the "Certificates"), for the purpose of paying contractual obligations to be incurred for (1) acquiring vehicles and equipment for the solid waste and fire departments, (2) improving and extending the City's water and sewer system and (3) professional services rendered in connection therewith; 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 the

initial date of delivery of the Certificates, anticipated to be May 25, 2022 (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>
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		

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, 2023, 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, Houston, 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 or Mayor Pro Tem and City Secretary are authorized to execute and deliver such Agreement in connection with

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

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturities or upon their earlier redemption only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated office initially in Birmingham, Alabama, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid by the Paying Agent/Registrar to the Holders whose names appear in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and payment of such interest shall be (i) by check sent United States Mail, first class, postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday or a day when banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day when such 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, 2032, 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, 2031 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 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 such prerequisites are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

SECTION 5. Registration – Transfer – Exchange of Certificates – Predecessor Certificates. A Security Register relating to the registration, payment, and transfer or exchange of the Certificates shall at all times be kept and maintained by the City at the Designated Payment/Transfer Office of the Paying Agent/Registrar and at a place within the State of Texas, as provided herein and in accordance with the provisions of an agreement with the Paying Agent/Registrar and such rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every Holder of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may be

transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

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

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

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

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

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates", evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 28 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed or stolen Certificate.

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

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

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

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

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

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

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

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

**SECTION 8. Initial Certificate.** 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 2022

Certificate Date:  
\_\_\_\_\_, 2022

Interest Rate:  
\_\_\_\_\_ %

Stated Maturity:  
February 15, \_\_\_\_\_

CUSIP No.:  
\_\_\_\_\_

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

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



The City of Richardson (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Dallas and Collin, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above (the "Registered Owner"), or the registered assigns thereof, the Principal Amount stated above (or so much thereof as shall not have been paid upon prior redemption), on the Stated Maturity date specified above and to pay interest (computed on the basis of a 360-day year consisting of twelve 30-day months) on the unpaid Principal Amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the Certificate Date) at the per annum rate of interest specified above; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2023, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or on a redemption date to the Registered Owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the Registered Owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class, postage prepaid, to the address of the Registered Owner recorded in the Security Register on the Record Date or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday or a day when banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day when such 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) acquiring vehicles and equipment for the solid waste and fire departments, (2) improving and extending the City's water and sewer system and (3) professional services rendered in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the governing body of the City (herein referred to as the "Ordinance").

The Certificates maturing on and after February 15, 2032, 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, 2031, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class, postage prepaid, to the registered

owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

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

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

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

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the Registered Owner hereof by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the properties constituting the System; the limited amount of Net Revenues pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the pledge; the terms and conditions relating to the transfer of this Certificate; the

conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Registered Owners of the Certificates; the rights, duties and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

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

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

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

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

CITY OF RICHARDSON, TEXAS

\_\_\_\_\_  
Mayor

COUNTERSIGNED:

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

(SEAL)

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

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

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

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

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

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

(SEAL)

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

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

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

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

Registration Date:

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

E. Form of Assignment.

ASSIGNMENT

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

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

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

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

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

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

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

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

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

YEAR OF  
MATURITY

PRINCIPAL  
INSTALLMENTS (\$)

INTEREST  
RATE (%)

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

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest (computed on the basis of a 360-day year consisting of twelve 30-day months) on the unpaid Principal Amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the Certificate Date) at the per annum rate of interest specified above; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2023, until maturity or prior redemption. Principal of this Certificate is payable on the Stated Maturity dates, to the Registered Owner hereof by Regions Bank, Houston, Texas (the "Paying Agent/Registrar"), upon presentation and surrender at its designated office, initially in Birmingham, Alabama, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office). Interest is payable to the Registered Owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class, postage prepaid, to the address of the Registered Owner recorded in the Security Register on the Record Date or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday or a day when banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day when such 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. 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 2022" 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 and (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.

(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 2022 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, Chief Financial Officer, Director of Finance and City Secretary, either or any combination of them, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar 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/Registrar 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 and 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 and 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 Government Code, Subchapter C of Chapter 271, as amended, and Chapter 1502 of the Texas Government Code, as amended.

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

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

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

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

SECTION 24. Satisfaction of Obligations of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on

the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied and the lien on and pledge of the Net Revenues of the System under this Ordinance and all covenants, agreements and other obligations of the City to the Holders shall thereupon cease, terminate and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or on a redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use will be made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

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

SECTION 25. Ordinance a Contract – Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section and in Section 33. The City may, without the consent of or notice to any Holders of the Certificates, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders of the Certificates, including the curing of any ambiguity, inconsistency or formal defect or omission herein. In addition, the City may, with the written consent of Holders of the Certificates holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, amend, add to or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any

other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition or rescission.

SECTION 26. Notices to Holders – Waivers. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class, postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

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

SECTION 27. Cancellation. Certificates surrendered for payment, transfer or exchange, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

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

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

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

SECTION 29. Covenants to Maintain Tax-Exempt Status.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the

earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

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

SECTION 30. Sale of the Certificates – Approval of Official Statement. Pursuant to a public sale for the Certificates, the bid submitted by \_\_\_\_\_ (herein referred to as the “Purchasers”) is declared to be the best bid received producing the lowest true interest cost rate to the City, and the sale of the Certificates to the Purchasers at the price of par plus a cash premium in the amount of \$\_\_\_\_\_ is hereby determined to be in the best interests of the City and is approved and confirmed. Delivery of the Certificates to the Purchasers shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The Initial Certificate shall be registered in the name as provided in the winning bid.

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, Chief Financial Officer or Director of Finance, any one or more of said officials), shall be and is hereby approved as to form and content, and the Purchasers are hereby authorized to use and distribute said final Official Statement dated April 25, 2022, 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 amount to be used to pay the costs of issuing the Certificates, shall be deposited in a fund maintained at a depository bank of the City (the “Construction Fund”). Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in any authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts, and the City’s investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Any investment earnings remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund. Any surplus proceeds of sale may be deposited to the Certificate Fund or to another fund created for the payment of any Certificates.

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

### SECTION 33. Continuing Disclosure Undertaking.

#### (a) Definitions.

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

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"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 2022, financial information and operating data with respect to the City of the general type included under Tables numbered 1 through 6 and 8 through 17 of the Official Statement and (2) within 12 months after the end of each fiscal year ending in or after 2022, and if not provided as part of such financial information and operating data, audited financial statements of the City. Any financial statements so provided shall be prepared in accordance with the accounting principles described in Appendix B of the Official Statement hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial

statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

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

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

(c) Notice of Certain Events.

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

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

of a Financial Obligation of the City, any of which affect security holders, if material; and

- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding item (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 and (b) the City intends the words used in the immediately preceding items (15) and (16) in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

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

to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 35. Bond Counsel's Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, 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. The City Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

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

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

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

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

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

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

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

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

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

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

*[remainder of page intentionally left blank]*



PASSED AND ADOPTED, this April 25, 2022.

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**

**ORDINANCE NO. 4427**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, DALLAS COUNTY, TEXAS, GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE TO USE PUBLIC RIGHTS-OF-WAY OF THE CITY OF RICHARDSON, TEXAS, FOR THE PURPOSES OF CONSTRUCTING AND OPERATING AN ELECTRIC DISTRIBUTION AND TRANSMISSION SYSTEM; SETTING FORTH TERMS AND CONDITIONS TO GOVERN THE FRANCHISE; PROVIDING A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDE FOR AN EFFECTIVE DATE.**

**WHEREAS**, on August 28, 2006, the City Council of the City of Richardson, Texas, approved Ordinance 3559 granting a Franchise to TXU Electric Delivery Company and its successors and assigns until December 31, 2021; and

**WHEREAS**, Oncor Electric Delivery Company LLC is the successor in interest of TXU Electric Delivery Company under the Franchise granted by Ordinance 3559; and

**WHEREAS**, subsequent to the December 31, 2021 expiration date, the City of Richardson and Oncor continued and presently continue to operate under the terms and conditions of the franchise Ordinance 3559; and

**WHEREAS**, the City of Richardson and Oncor desire that any use or action regarding the subject matter previously governed by Ordinance 3559 between December 31, 2021 and the effective date of this Ordinance be fully ratified at all times occurring under the terms and conditions set forth in Ordinance 3559; and

**WHEREAS**, the City Council of the City of Richardson hereby finds that it is to the mutual advantage of both the City and Oncor to enter into a new Franchise establishing the conditions under which Company will operate and establishing a term of twenty (20) years for said Franchise; and,

**WHEREAS**, the City Council hereby determines that a grant of a non-exclusive Franchise pursuant to this Ordinance is in the best interest and will inure to the benefit of the City and its citizens.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, DALLAS COUNTY, TEXAS, THAT:**

**SECTION 1.** Any action or use in regard to the subject matter previously governed by Ordinance 3559 taken between December 31, 2021 and the effective date of this Ordinance is hereby fully ratified as if at all times occurring under the terms and conditions of Ordinance 3559.

**SECTION 2. Definitions.** For the purpose of this ordinance the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

- 2.1 **"City"** shall mean the City of Richardson, Texas, and includes the territory that currently is or may in the future be included within the boundaries of the City.
- 2.2 **"Oncor" or "Company"** shall mean Oncor Electric Delivery Company LLC, its successors and permitted assigns.
- 2.3 **"Effective Date"** shall be as provided for in Section 18.
- 2.4 **"Electric Distribution and Transmission System"; "Facility", "Facilities", "facility" or "facilities"** shall mean Company's electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines and other structures, and telephone and communication lines for the Company's own use), for the purpose of supplying electricity to the City, the inhabitants thereof, and persons, firms and corporations beyond the corporate limits thereof.
- 2.5 **"Franchise" or "franchise"** shall mean this Ordinance and Company's acceptance thereof as the non-exclusive permission granted to Company to use the Public Rights-of-Way for its Electric Distribution and Transmission System.
- 2.6 **"Franchise Fee" or "franchise fee" or "Franchise fee"**, whether plural or singular, shall mean the total franchise fees due from Company as set forth in Section 8, herein.
- 2.7 **"Additional Cost"** shall mean cost of all non-standard facilities, including undergrounding facilities offset by any applicable allowance as provided for in Oncor's Tariff approved by the Public Utility Commission of Texas.
- 2.8 **"Public Right-of-Way" or "Public Rights-of-Way"** means the present and future streets, alleys, highways, public ways and other public property or property interests of the City. The term includes the area on, below, and above the surface of the Public Right-of-Way. The term applies regardless of whether the Public Right-of-Way is paved or unpaved.
- 2.9 **"Public Utility Commission of Texas" or "PUC"** shall mean the Public Utility Commission of Texas or its successor agency.
- 2.10 **"Right-of-Way Management Ordinance"** shall mean Chapter 20.5, Article II of the City Code of Ordinances, as now existing or as the same may be adopted, supplemented, amended or revised.

### **SECTION 3. Grant of Authority.**

- 3.1 **Permission.** Subject to the terms and conditions herein, City hereby grants Company the non-exclusive right, privilege and Franchise to erect, construct, extend, install, maintain and operate an Electric Distribution and Transmission System in, over, under, along and across the Public Rights-of-Way. Oncor may not use any portion of its Electric Distribution and Transmission System in the City's Public Rights-of-way for any purpose other than the delivery of electric service (or in the support of Oncor's Distribution and Transmission System), including renting, licensing or otherwise sharing use of facilities with third parties, including third parties receiving electric service, without first entering into a separate agreement with the City for Oncor ancillary service. Company agrees to notify other persons, firms, or corporations that desire to attach facilities to Oncor's Electric Distribution and Transmission System located within the City that they have a responsibility to obtain all legally required franchises, licenses, waivers, consents, easements, rights of way, and permits needed to construct and operate its equipment within the City. However, in no event is Company responsible or liable to City or any other person or entity if the persons, firms, or corporations that desire to attach to Oncor's Electric Distribution and Transmission System within City fails to obtain anything required by City. City may at any time request a list of persons or corporations who have a contract to attach facilities to Company equipment within the City limits, and Company shall provide such information within a reasonable time after the City's request.
- 3.2 **Non-Exclusive Use.** This franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation. Any Franchise granted by the City to any other person, firm, or corporation shall not unreasonably interfere with this Franchise.
- 3.3 **Area of the City Affected.** This Franchise shall extend to and include any and all territory that is within the corporate limits of the City that have been certificated to Company by the PUC. Additionally, this Franchise shall extend to any and all territory that is annexed by the City during the term of this Franchise and certificated to Company by the PUC. In the event of disannexation, this Franchise shall be reduced to the territory that continues to be in the City.
- 3.4 **City's Rights in Public Rights-of-Way.** Chapter 20.5, Article II of the City Code of Ordinances, as now existing or as the same may be adopted, supplemented, amended or revised (“Right-of-Way Management Ordinance”) is incorporated herein by reference to the extent that it does not conflict with federal, or state, and/or city laws, rules, or regulations. Company acknowledges that by this Franchise it obtains no rights to, or further use of, the Public Rights-of-Way other than those expressly granted herein. Company further acknowledges and accepts at its own risk that consistent with this Agreement the City may use Public Rights-of-Way in which Company's Electric Distribution and Transmission System is located in a manner inconsistent with Company's use of such Public Rights-of-Way. The City reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater, and other pipe lines, cables, and conduits, or other improvements and to do and permit to be done any underground or overhead work that

may be necessary or proper in, across, along, over, or under Public Rights-of-Way occupied by Company. Company's Facilities shall be erected so as not to unreasonably interfere with: 1) existing streets, alleys, highways, and sidewalks or with the existing vehicular and pedestrian traffic thereon; 2) existing gas, electric, or telephone fixtures; or 3) existing water hydrants or mains, drainage facilities or sanitary sewer facilities. When Company makes, or causes to be made, excavations, or places, or causes to be placed, obstructions in any Public Rights-of-Way, Company shall place, erect, and maintain barriers and lights to identify the location of such excavations or obstructions, all in accordance with the most recent edition of the Uniform Manual on Traffic Control Devices and any applicable city, state or federal laws, rules, or regulations that impact the Company's use of the Public Rights-of-Way. In determining the location of Company's facilities within the City, Company shall not interfere with then existing above-ground and underground structures, equipment and facilities of the City, other utility franchisees (which have received a franchise from the City) and other persons (whether a natural person or business entity of any kind) who have received the City's consent to place and locate equipment or facilities within the Public Rights-of-Way. The City also reserves the right to change in any manner any Public Rights- of-Way, including but not limited to any curb, sidewalk, highway, alley, public way, street, utility line (or in the case of utility line owned by Company, to first notify and require that change by Company within a reasonable amount of time), storm sewer, drainage basin, drainage ditch, and the like. City shall provide Company with at least thirty (30) days' notice when requesting Company to relocate Facilities and shall specify a new location for such Facilities along the Public Rights-of-Way. Company shall, except in cases of emergency conditions or work incidental in nature, obtain a permit, if required by City ordinance, prior to performing work in the Public Rights-of-Way, except in no instance shall Company be required to pay fees or bonds related to its use of the Public Rights of Way, despite the City's enactment of any ordinance providing the contrary. City-requested relocations of Company facilities in the Public Rights- of-Way shall be at the Company's expense; provided however, if the City is the end use Retail Customer (customer who purchases electric power or energy and ultimately consumes it) requesting the removal or relocation of Company Facilities for its own benefit, or the project requiring the relocation is solely aesthetic/beautification in nature, such relocation will be at the total expense of the City. Provided further, if the relocation request includes, or is for, the Company to relocate above-ground facilities to an underground location, City shall be fully responsible for the Additional Cost of placing the facilities underground.

- 3.5 If any other corporation or person (other than City) requests Company to relocate Company Facilities located in City Rights-of-Ways, the Company shall not be bound to make such changes until such other corporation or person shall have undertaken, with good and sufficient bond, to reimburse the Company for any costs, loss, or expense which will be caused by, or arises out of such change, alteration, or relocation of Company's Facilities. City may not request the Company to pay for any relocation which has already been requested, and paid for, by any entity other than City.
- 3.6 **Abandonment.** If City abandons any Public Rights-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Rights-of-Way and on the obligation of the party to whom the Public

Rights-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests the Company to remove or relocate its Facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

- 3.7 **Compliance with Law and Continued Obligations.** Company's operations and activities within the Public Rights-of-Way in the City shall be subject to all City ordinances (e.g., the Construction in the City's Right-of-Way Management Ordinance), unless otherwise in conflict with any federal or state laws, rules, or regulations or this franchise. The City shall endeavor to provide Company with reasonable notice and opportunity to review and comment upon any new or revised City laws, rules, or regulations that impact Company's use of the Public Rights-of-Way, but the failure to do so shall not affect the applicability of such laws, rules, or regulations to Company. Nothing herein shall be deemed a waiver, release or relinquishment of any right by either party to contest, appeal, or file suit with respect to any action or decision of the other party.
- 3.8 **Use of Poles and Ducts.** Oncor may permit the wires of the City to be attached to the poles or use of spare conduit in duct systems owned and maintained by Oncor, under separate agreement, upon securing an Oncor "Pole Attachment/Duct Use" agreement which specifies the requirements and compensation for said use. Oncor does not warrant or guarantee there will be space made available on Oncor poles or spare conduits in Oncor duct systems for the City's use. Oncor may require the City to furnish evidence of adequate insurance, provide indemnity covering Oncor as allowed by law, and provide adequate bonds covering the performance of the City or City's contractor prior to attaching wires to Oncor's poles and prior to City's use of conduit in Oncor's duct systems. Agreements for wires of the City to be attached to the poles or for use of spare conduit in duct systems maintained and owned by Oncor which are existing prior to this Franchise remain in effect according to the terms defined in such agreements.
- 3.9 **Use of City Owned Facilities, Structures, and Physical Plant.** Nothing contained in this Franchise shall be construed to require or permit any attachments to City owned facilities, structures or physical plant by Company for any purpose. If Company desires attachments to any City owned facility, structure, or physical plant for any equipment related to delivering any service through Company's Electric Distribution and Transmission System, Company shall notify City and City shall authorize such attachment. If Company desires attachments to any City owned facility, structure, or physical plant for any equipment related to delivering any service other than electricity through Company's Electric Distribution and Transmission System, then a further separate, non-contingent agreement shall be a prerequisite to such attachments or such use of any facility by Company. Agreements existing prior to this Franchise, other than Ordinance 3559, remain in effect according to the terms defined in such agreements.

3.10 **Company's Need to Locate Facilities.** Company shall not install, construct or extend any Facilities in parks or other City-owned property that is not part of a public utility easement, street, road, highway, or alley without first obtaining the written approval of City.

**SECTION 4. Term of Franchise.** This Ordinance shall become effective upon the filing of Company's written acceptance hereof with the City Secretary, said written acceptance to be filed by Company with the City Secretary within sixty (60) days after final passage and approval hereof by City. The right, privilege and franchise granted hereby shall expire on March 31, 2042, provided that, unless written notice of cancelation is given by either party hereto to the other not less than sixty (60) days before the expiration of this franchise agreement, it shall be automatically renewed for an additional period of six (6) months from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period.

**SECTION 5. Electrical Safety Code Compliance.** Company shall construct its facilities in conformance with the applicable provisions of the National Electrical Safety Code.

**SECTION 6. Liability Insurance.**

6.1 Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Franchise, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

- A. Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:
  - (1) Products/completed operations to be maintained for the warranty period.
  - (2) Personal and advertising injury.
  - (3) Contractual liability.
  - (4) Explosion, collapse, or underground (XCU) hazards.
  
- B. Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired and non-owned automobiles.
  
- C. Workers compensation and employer's liability coverage. Statutory coverage limits for Coverage A and five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit bodily injury by disease Coverage B employers' liability are required. Company must provide the City with a waiver of subrogation for worker's compensation claims.
  
- D. Company must name the City, which includes all authorities, commissions, divisions and departments, as well as elected and appointed officials, agents, and volunteers, as an additional insured under the coverage required herein, except



Worker's Compensation Coverage. The certificate of insurance must state that the City is an additional insured.

- E. Company will require its contractors and subcontractors to maintain, at their sole cost and expense, a minimum of three million dollars (\$3,000,000) each occurrence or each accident general liability and automobile liability throughout the course of work performed. Also, contractors and subcontractors will be required to maintain statutory workers' compensation benefits in accordance with the regulations of the State of Texas or state of jurisdiction as applicable. The minimum limits for employers' liability insurance will be five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, five hundred thousand dollars (\$500,000) policy limit bodily injury by disease.

The Company will provide proof of its insurance in accordance with this Franchise within 30 days of the effective date of the Franchise and annually thereafter. Company will not be required to furnish separate proof when applying for permits.

**SECTION 7. Indemnification and Liability for Damages.**

- 7.1 In consideration of the granting of this Franchise, Company shall, at its sole cost and expense, indemnify, defend and hold harmless the City, and its past and present officers, agents and employees against any and all liability arising from suits, actions or claims regarding injury or death to any person or persons, or damages to any property arising out of or occasioned by the intentional and/or negligent acts or omissions of Company or any of its officers, agents, contractors, or employees in connection with Company's construction, maintenance and operation of Company's system in the City Public Rights-of-Way, including any court costs, reasonable expenses and reasonable defenses thereof.
- 7.2 This indemnity shall only apply to the extent that the loss, damage, injury or death is attributable to the negligence or wrongful act or omission of the Company or its officers, agents or employees, and does not apply to the extent such loss, damage, injury or death is attributable to the negligence or wrongful act or omission of the City or the City's officers, agents, or employees or other third parties. This provision is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of Company and the City.
- 7.3 In the event of joint and concurrent negligence or fault of both Company and the City, responsibility and indemnity, if any, shall be apportioned comparatively between the City and Company in accordance with the laws of the state of Texas without, however, waiving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both Company and the City, responsibility for all reasonably necessary costs of defense shall be apportioned between the City and Company based upon the comparative fault of each.

7.4 In fulfilling its obligation to defend and indemnify City, Company shall have the right to select defense counsel, subject to City's approval, which will not be unreasonably withheld. Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this franchise. If Company fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all reasonable defense costs incurred by City, except as otherwise provided in sections 7.2 and 7.3.

**SECTION 8. Compensation to the City.**

8.1 **Franchise Fee.** In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the said Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Company shall pay to the City the following:

A. As authorized by Section 33.008(b) of PURA, the original franchise fee factor calculated for the City in 2002 was 0.002608 (the “Base Factor”) multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility’s point of delivery is located within the City’s municipal boundaries for determining franchise payments going forward.

Due to a 2006 agreement between Company and City the franchise fee factor was increased to a franchise fee factor of 0.002738 (the “Current Factor”), which is then multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility’s point of delivery is located within the City’s municipal boundaries on a quarterly basis.

However, consistent with the 2006 agreement, should the Public Utility Commission of Texas at any time disallow Company’s recovery through rates of the higher franchise payments made under the Current Factor as compared to the Base Factor, then the franchise fee factor shall immediately revert to the Base Factor of 0.002608 and all future payments, irrespective of the time period that is covered by the payment, will be made using the Base Factor.

Company shall make quarterly payments hereunder as follows:

<u>Payment Due Date</u>	<u>Basis Period</u>	<u>Privilege Period</u>
May 15	Jan.1 - Mar. 31	Jan.1 - Mar. 31
August 15	Apr. 1 - Jun. 30	Apr. 1 – Jun. 30

<u>Payment Due Date</u>	<u>Basis Period</u>	<u>Privilege Period</u>
November 15	Jul. 1 - Sept. 30	Jul. 1 - Sept. 30
February 15	Oct. 1 - Dec. 31	Oct. 1 - Dec. 31

1. A final quarterly payment will be made on or before February 15, 2022 for the basis and privilege period of October 1, 2021 through December 31, 2021 in accordance with the provisions in the previous franchise.
  2. The first quarterly payment hereunder shall be due and payable on or before May 15, 2022 and will cover the basis and privilege period of January 1, 2022 through March 31, 2022. If this franchise is not effective prior to the first quarterly payment date, Company will pay any payments due within 30 days of the effective date of this agreement. The final payment under this franchise is due on or before May 15, 2042 and covers the basis and privilege period of January 1, 2042 through March 31, 2042; and
  3. After the final payment date of May 15, 2042, Company may continue to make additional quarterly payments in accordance with the above schedule. City acknowledges that such continued payments will correspond to privilege periods that extend beyond the term of this Franchise and that such continued payments will be recognized in any subsequent franchise as full payment for the relevant quarterly periods.
- B. A sum equal to four percent (4%) of gross revenues received by Company from services identified as DD1 through DD24 in Section 6.1.2 “Discretionary Service Charges,” in Oncor’s Tariff for Retail Delivery Service (Tariff), effective 1/1/2002, that are for the account and benefit of an end-use retail electric consumer. Company will, upon request by City, provide a cross reference to Discretionary Service Charge numbering changes that are contained in Company’s current approved Tariff.
1. The franchise fee amounts based on “Discretionary Service Charges” shall be calculated on an annual calendar year basis, i.e. from January 1 through December 31 of each calendar year.
  2. The franchise fee amounts that are due based on “Discretionary Service Charges” shall be paid at least once annually on or before April 30 each year based on the total “Discretionary Service Charges”, as set out in Subsection 8.1. B, received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2022 and will be based on the calendar year January 1, 2021 through December 31, 2021. The final Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2043 and will be based on the calendar year of January 1, 2042 through March 31, 2042.
  3. Company may file a tariff or tariff amendment(s) to provide for the recovery of the franchise fee on Discretionary Service Charges.

4. City agrees (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100% recovery of such franchise fees by Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company.
5. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.
6. In the event of a regulatory disallowance of the recovery of the franchise fees on the Discretionary Service Charges, Company will not be required to continue payment of such franchise fees.

8.2 The Parties agree:

- A. With each payment of compensation required in Subsection 8.1.A., Oncor shall furnish to the City a statement that provides the franchise basis period, the total amount of kilowatt hours of electricity delivered during the franchise basis period by Oncor to retail customers whose consuming facility's point of delivery is located within the City's municipal boundaries, and the privilege period covered by that payment
- B. With each payment of compensation required in Subsection 8.1.B., Oncor shall furnish to the City a statement reflecting the total amount of gross revenues received by Oncor within the City's municipal boundaries for services identified in its "Tariff of Retail Delivery Service" as described in Subsection 8.1.B.
- C. If either party discovers that Company has failed to pay the entire or correct amount of compensation due under Section 8, the correct amount shall be determined by mutual written agreement between the City and Company and the City shall be paid by Company within thirty (30) calendar days of such determination. Any overpayment to the City through error or otherwise will, at the sole option of the City, either be refunded to Company by the City within thirty (30) days of such determination or offset against the next payment due from Company. Acceptance by either party of any payment due under this Section 8 shall not be deemed to be a waiver by either party of any claim of breach of this Franchise, nor shall the acceptance by either party of any such payments preclude either party from later establishing that a larger amount was actually due or from collecting any balance due. Nothing in this Section shall be deemed a waiver by either party of its rights under law or equity.
- D. Any late or delinquent payments due the City by Company under this Franchise

shall accrue interest. Interest on late or delinquent payments shall be calculated in accordance with the interest rate for customer deposits established by the Public Utility Commission of Texas in accordance with the Texas Utilities Code, Section 183.003, as amended for the time period involved.

- 8.3 This subsection applies only if, after the effective date of this Franchise Agreement, Company enters into a new municipal franchise agreement or renews an existing municipal franchise agreement with another municipality that provides for a different method of calculation of franchise fees for use of the Public Rights-of-Way than the calculation under PURA, Section 33.008(b), which, if applied to the City, would result in a greater amount of franchise fees owed the City than under this Franchise Agreement. In the event of an occurrence as described in this subsection 8.3, City shall have the option to:
- A. Have Company select, within 30 days of the City's request, any or all portions of the franchise agreement with the other municipality or comparable provisions that, at Company's sole discretion, must be considered in conjunction with the different method of the calculation of franchise fees included in that other franchise agreement; and
  - B. Modify this franchise agreement to include both the different method of calculation of franchise fee found in the franchise agreement with the other municipality and all of the other provisions identified by Company pursuant to Subsection 8.3.A. In no event shall City be able to modify the franchise to include the different method of calculation of franchise fee found in the franchise agreement with the other municipality without this franchise also being modified to include all of the other provisions identified by Company pursuant to Subsection 8.3.A.
  - C. City may not exercise the option provided in Subsection 8.3 if any of the provisions that would be included in this franchise are, in Company's sole opinion, inconsistent with or in any manner contrary to any then-current rule, regulation, ordinance, law, Code, or City Charter. In the event of a regulatory disallowance of the increase in franchise fees paid pursuant to City's exercise of its option pursuant to this subsection 8.3, then at any time after the regulatory authority's entry of an order disallowing recovery of the additional franchise fee expense in rates, Company shall have the right to cancel the modification of the franchise made pursuant to this subsection 8.3, and the terms of the Franchise shall immediately revert to those in place prior to City's exercise of its option under this subsection.
  - D. Notwithstanding any other provision of this franchise, should the City exercise the option provided in subsection 8.3, and then adopt any rule, regulation, ordinance, law, Code, or Charter that, in Company's sole opinion, is inconsistent with or in any manner contrary to the provisions included in this franchise pursuant to subsection 8.3, then Company shall have the right to cancel all of the modifications to this franchise made pursuant to subsection 8.3 and, effective as of the date of the City's adoption of the inconsistent provision, the terms of the franchise shall

revert to those in place prior to the City's exercise of its option under subsection 8.3. The provisions of this subsection 8.3 apply only to the amount of the franchise fee to be paid and do not apply to other franchise fee payment provisions, such as the timing of such payments. The provisions of subsection 8.3 do not apply to differences in the franchise fee factor that result from the application of the methodology set out in PURA Section 33.008(b) or any successor methodology.

**SECTION 9. Accounting Matters.**

- 9.1 **Maintenance of Records.** Company shall keep complete and accurate books of account and records of its business and operations under and in connection with this Franchise at its principal office for the purpose of determining the amount due to the City under this Franchise.
- 9.2 **Audit.** Pursuant to and for the period specified in Section 33.008(e) of the Texas Utilities Code and upon thirty (30) days prior written notice, the City may conduct an audit or other inquiry of the books and records of the Company to ascertain the correctness of the reports agreed to be filed herein.
- 9.3 **Access to Records.** The Company shall make available to the City during the Company's regular business hours and upon reasonable notice, such personnel and records as the City may, in its reasonable discretion, request in order to complete any audit or inquiry under Section 9 of this Franchise, and shall make no charge to the City therefore. The Company shall respond to all requests for information from City no later than thirty (30) days after receipt of a request.
- A. If as the result of any City audit, Company is refunded/credited for an overpayment, or pays the City for an underpayment, of the Franchise Fee, such refund/credit or payment shall be made pursuant to the terms established in Section 8.
- B. If as a result of a subsequent audit, initiated within two years of an audit which resulted in Company making a payment to the City due to an underpayment of the franchise fee of more than 5%, Company makes another payment to the City due to an underpayment of the franchise fee of more than 5%, the City may immediately treat this underpayment as an Uncured Event of Default and exercise the remedies provided for in Section 12.
- 9.4 If Company provides confidential or non-public information to the City, Company shall be solely responsible for identifying such information with markings calculated to bring the City's attention to the confidential or non-public nature of the information. The City agrees to maintain the confidentiality of any non-public information obtained from Company to the extent allowed by law. City shall not be liable to Company for the release of any information the City is required by law to release. City shall provide notice to Company of any request for release of non-public information prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If the City receives a request under the Texas Public Information Act that

includes Company's proprietary information, City will notify the Texas Attorney General of the proprietary nature of the document(s). The City also will provide Company with a copy of this notification, and thereafter Company is responsible for establishing that an exception under the Act allows the City to withhold the information.

**SECTION 10. Right of Renegotiation.**

- 10.1 Should either Company or the City have cause to believe that a material change in circumstances relating to the terms of this Franchise may exist, it may request, and the other party shall timely provide the requesting party a reasonable amount of information to assist in determining whether a material change in circumstances has taken place.
- 10.2 Should either party hereto determine that based on a material change in circumstances, it is in the best interest to renegotiate all or some of the provisions of this Franchise, then the other party agrees to enter into good faith negotiations. Said negotiations shall involve reasonable, diligent, and timely discussions about the pertinent issues and a resolute attempt to settle those issues. The obligation to enter into such negotiations does not obligate either party to agree to an amendment of any or all terms of the Franchise as a result of such negotiations. A failure to agree does not show a lack of good faith. If, as a result of renegotiation, the City and Company agree to an amendment of one or more provisions of this Franchise, the change shall become effective upon passage of an Ordinance by the City in accordance with the City Charter and the filing with the City Secretary of written acceptance of the amendment by Company.

**SECTION 11. Defaults.**

- 11.1 **Events of Default.** The occurrence, at any time during the term of the Franchise, of any one or more of the following events, shall constitute an Event of Default by Company under this Franchise:
- A. The failure of Company to pay the Franchise Fee on or before any of the due dates specified herein.
  - B. Company's breach or violation of any material terms, covenants, representations or warranties contained herein.
- 11.2 **Uncured Events of Default.**
- A. Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to the City, Company shall have thirty (30) calendar days from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided in Section 12.
  - B. Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to City, Company shall have sixty (60) calendar days (or such additional time as may be agreed to by the City) from

receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 12.

- C. If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies provided for in Section 12.
- D. The City shall notify the Company in writing of an alleged Uncured Event of Default as described in Section 11, which notice shall specify the alleged failure with reasonable particularity. The Company shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or in a written response to the City present facts and arguments in refuting or defending such alleged failure. City, at its option, may agree to an extension of the time for Company to cure any Event of Default. In the event that Company does not comply with this Subsection 11.2.D. or, if Company does comply with this subsection but the City, after its review of Company defense, nevertheless believes that Company has breached or violated a material provision of the Franchise, the City may declare this an Uncured Event of Default, which shall entitle the City to exercise the remedies provided in Section 12 of this Franchise. Notice of such declaration shall be given to Company at least seven (7) days prior to City's exercise of any such remedies.

## **SECTION 12. Remedies for Uncured Event of Default.**

- 12.1 **Remedies:** In the event that such cure as described in Section 11 is not forthcoming, City shall be entitled to exercise any and all cumulative remedies as allowed by law, regardless of whether not Company has refuted the alleged failure including but not limited to:
- A. The commencement of an action against Company at law for monetary damages.
  - B. The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions that, as a matter of equity, are specifically enforceable.
  - C. The commencement of proceedings to seek revocation of Company's certificate of convenience and necessity to serve any or all of Company's service area located within the City of Richardson.
  - D. The termination of this Franchise in accordance with the provisions of Section 13.
- 12.2 **Remedies Not Exclusive:** The rights and remedies of City and Company set forth in this Franchise shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of



any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same failure to cure. However, City shall not recover both liquidated damages and actual damages for the same violation, breach, or event of noncompliance.

**SECTION 13. Termination.** This Franchise may be terminated in accordance with the provisions of Section 12.1.D., upon thirty (30) business days' prior written notice to Company by City. City shall notify Company in writing at least fifteen (15) business days in advance of the City Council meeting at which the question of forfeiture or termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the City Council terminating the Franchise may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the City Council's decision terminating the Franchise, the effective date of such termination shall be the date upon which such appeal is withdrawn or the date upon which an order or judgment, entered by a court of competent jurisdiction and upholding the termination becomes final and unappealable. Until the termination becomes effective the provisions of this Franchise shall remain in effect for all purposes. The City recognizes Company's right and obligation to provide service in accordance with the Certificate of Convenience and Necessity authorized by the Public Utility Commission of Texas in accordance with the Texas Utilities Code. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect, subject to applicable statute of limitations. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by that party.

**SECTION 14. Assignment.** The rights granted by this Franchise Agreement inure to the benefit of the Company and any parent, subsidiary, affiliate or successor entity now or hereafter existing. The rights shall not be assignable without the express written consent, by Ordinance, of the City Council of the City, unless otherwise superseded by state laws, rules, or regulations or Public Utility Commission of Texas action, and such consent by City shall not be unreasonably withheld or delayed, except the Company may assign its rights under this Franchise Agreement to a parent, subsidiary, affiliate or successor entity without consent, so long as such parent, subsidiary, affiliate or successor entity assumes all obligations of Company hereunder, and is bound to the same extent as Company hereunder. The Company shall give the City prior written notice within ninety (90) days of any such assignment to a parent, subsidiary, affiliate or successor entity.

**SECTION 15. Notices.**

15.1 All notices required by this Franchise shall be in writing and delivered personally or transmitted (a) through the United States mail by registered or certified mail, postage prepaid or (b) by means of prepaid overnight delivery service addressed as follows:

If to the City:

**City of Richardson**

Attn: City Manager's Office  
411 W. Arapaho Road  
Richardson, TX 7501380

With a Copy to:

**Nichols, Jackson, Dillard, Hager & Smith, LLP**

1800 Ross Tower  
500 North Akard Street  
Dallas, TX 75201

If to Company:

**Oncor Electric Delivery Company LLC**

Attn: Regulatory Affairs  
1616 Woodall Rodgers Fwy. 6<sup>th</sup> floor  
Dallas, TX 75202-1234

- 15.2 **Date of Notices; Changing Notice Address.** Notices shall be deemed given: (a) upon receipt in the case of personal delivery; (b) three (3) business days after deposit in the mail; or (c) the next business day in the case of overnight delivery. From time to time, either party may designate another address for this purpose by written notice to the other party delivered in the manner set forth above.

**SECTION 16. Miscellaneous.**

- 16.1 **Amendment of Franchise Agreement.** This Franchise Agreement may not be amended except pursuant to an Ordinance adopted by the City Council and agreed to in writing by Company, with said written agreement being filed in the office of the City Secretary.
- 16.2 **Governing Law.** The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Franchise.
- 16.3 **Force Majeure.** In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by an act of God or the result of war, riot, civil commotion, or government conduct, then such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence and resulting delay.
- 16.4 **Criteria for Responses.** Responses by one party to requests from the other party must be given within a reasonable time to the extent not governed by this franchise or by applicable laws, rules or regulations.
- 16.5 **Non-Waiver of Breach.** Failure of a party to declare, or delay in taking any action in connection with, any breach or default immediately upon the occurrence thereof shall not waive such breach or default, but the party shall have the right to declare any such breach

or default within a reasonable time of its discovery subject to any applicable statute of limitations, which shall be tolled by provision of notice as set forth in Section 11. Failure of either party to declare one breach or default does not act as a waiver of that party's right to declare another breach or default. The waiver by either party of any breach or violation of any Provision of this Franchise shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other Provision of this Franchise.

- 16.6 All ordinances of the City of Richardson, Dallas County, Texas, in conflict with the provisions of this ordinance shall be, and the same are hereby, repealed; provided, however that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.
- 16.7 Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.
- 16.8 An offense committed before the effective date of this ordinance is governed by prior applicable laws, rules and regulations as previously amended, in effect when the offense was committed, including the prior franchise agreement between City and Company, and the former law is continued in effect for this purpose subject to any applicable statute of limitations.
- 16.9 **Entire Agreement.** This Franchise contains all of the agreements of the parties with respect to the subject matter covered in this Franchise and no prior or contemporaneous agreements or undertakings pertaining to any such matters shall be effective for any purpose.

**SECTION 17.** This Ordinance shall supersede any and all other franchises granted by the City to Company, its predecessors and assigns.

**SECTION 18.** This Ordinance shall become effective upon the filing of Company's written acceptance hereof, said written acceptance to be filed by Company with the City Secretary within sixty (60) days after final passage and approval of this Ordinance by the City Council.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, DALLAS COUNTY, TEXAS, ON THIS THE 25<sup>th</sup> DAY OF APRIL, 2022**

**APPROVED:**

---

PAUL VOELKER, MAYOR

**ATTEST:**

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Aimee Nemer, City Secretary

**APPROVED AS TO FORM:**

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Peter G. Smith, City Attorney



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**DATE:** April 25, 2022  
**TO:** Honorable Mayor and City Council  
**FROM:** Sam Chavez, AICP, Interim Director of Development Services *SDC*  
**SUBJECT:** Ordinance No. 4428: Alma Road Right-of Way Abandonment

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### REQUEST

Rick Currey, representing Fobare Commercial L.P., is requesting abandonment of the portion of Alma Road right-of-way that extends north from Arapaho Road to Grove Road/Alma Road.

The proposed abandonment represents 2.524 acres of right-of-way that will be incorporated into the abutting four (4) existing lots for redevelopment. As part of this request, Fobare Commercial L.P. will assume maintenance of the existing landscaping, irrigation and sidewalk located on the south side of Grove Road/Alma Road which is currently maintained by the Richardson Parks Department.

Should City Council approve the request, attached Ordinance No. 4428 has been prepared for City Council action.

### BACKGROUND

In 1997, the City of Richardson constructed an extension of Grove Road from Arapaho Road north to Alma Road. The purpose of this extension was to provide access to a signalized intersection and to create a more formal entry for the Collins Technology Park campus. As part of the construction, the City removed the southern thirty (30) feet of paving of Alma Road north of Arapaho Road to eliminate vehicular access to Arapaho Road; however, the remaining paving was maintained to provide access to the existing lots and thus rendered the subject right-of-way unnecessary.

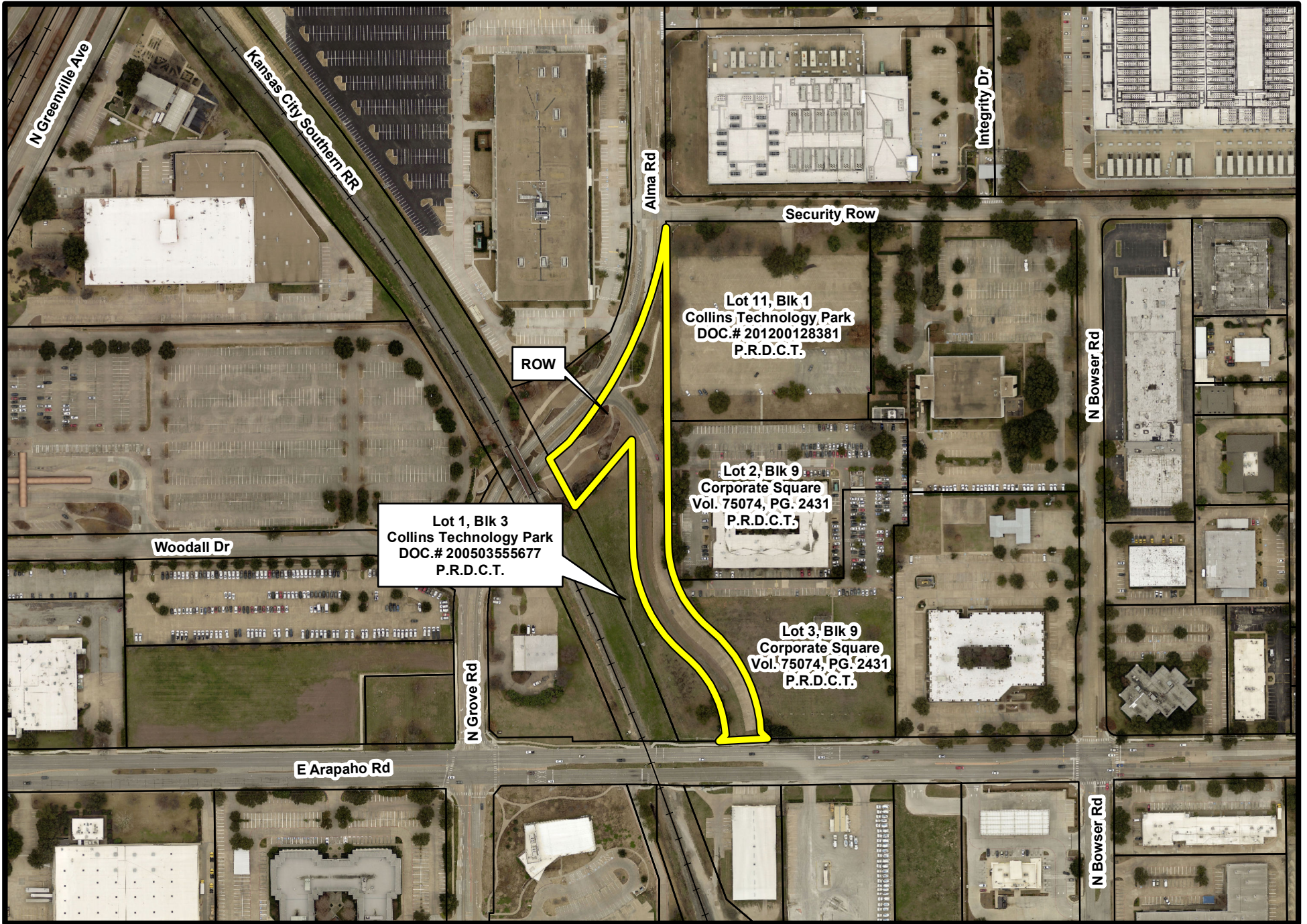
Once the subject right-of-way is abandoned, the right-of-way will be incorporated into the abutting lots through the replat process and the abandoned right-of-way will convert to an easement in accordance with attached Ordinance No. 4428, preserving all access rights for existing and future utilities.

### ATTACHMENTS

Location Map

Proposed Ordinance No. 4428





**Alma Road Abandonment Locator Map**  
**April 25, 2022**

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.



**RICHARDSON**  
 TEXAS



**ORDINANCE NO. 4428**

**AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, ABANDONING A PORTION OF ALMA ROAD AS DESCRIBED IN EXHIBIT “A” HERETO; RESERVING ALL EXISTING EASEMENT RIGHTS OF OTHERS, IF ANY, WHETHER APPARENT OR NON-APPARENT, AERIAL, SURFACE, UNDERGROUND OR OTHERWISE; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS, AS A QUITCLAIM DEED; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the owners of the properties described as (i) Lot 2 and 3, Block 9, Corporate Square – Third Installment, an addition to the City of Richardson, Dallas County, Texas, according to the plat thereof recorded in Volume 86010, Page 818, (ii) Lot 1, Block 3, Collins Technology Park, an addition to the City of Richardson, Texas, according to the plat thereof recorded as Instrument No. 2005-3555677, Official Public Records, Dallas County, Texas; and (iii) Lot 11, Block 1, Collins Technology Park, an addition to the City of Richardson, Texas, according to the plat thereof recorded as Instrument No. 201200128381, Official Public Records, Dallas County, Texas (collectively, the “Property”), have requested abandonment of a portion of Alma Road right-of-way as a public street in order to facilitate the redevelopment of the Property; and

**WHEREAS**, the proposed redevelopment of the Property, including abandonment of the requested rights-of-way is consistent with development plans for the Property previously approved by the City and a proposed replat for the Property; and

**WHEREAS**, the City Council of the City of Richardson, Texas, acting pursuant to State law and to facilitate the redevelopment of the Property deems it advisable and in the public interest to abandon and quitclaim the hereinafter described rights-of-way, and is of the opinion and finds that said rights-of-way are not needed for public use as a public street and should be abandoned and quitclaimed, subject to the reservations and conditions of this Ordinance; and

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

**SECTION 1.** That, subject to the reservations set forth in Section 2 of this Ordinance, the City of Richardson hereby abandons, quitclaims, and vacates in favor of the owners of fee simple title to the abutting property (“Owners”) all of the City’s right, title, and interest of the public of any kind or nature in and to the segment of Alma Road described on Exhibit “A” attached hereto and made a part hereof for all purposes (the “Abandoned ROW”), the same as if fully copied herein, together with all improvements constructed on or below the surface thereof.

**SECTION 2.** That the abandonment, vacation, and quitclaim of the Abandoned ROW is subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise owned by third-parties. Further, that the abandonment, vacation, and quitclaim of the Abandoned ROW shall not be construed as an abandonment of any after-acquired title to easements or rights-of-way conveyed by separate instrument of dedicated by a replat of the Property executed or approved on or after the date of approval of this Ordinance. Further, that the City reserves and retains unto the City within the area of the Abandoned ROW a non-exclusive general utility easement (“Reserved Easement”) for the installation, operation, maintenance, repair, replacement, and removal of water, sanitary sewer, gas, and or public utilities, including the right of ingress, egress, and regress therein for such proposes; provided the Owners shall have the right to use and enjoy the surface of the Abandoned ROW for all purposes that do not, in the sole discretion and determination of the City, materially interfere with or interrupt the use or enjoyment of the Reserved Easement by the City for the easement purposes described herein, including the right to use such areas within the



Abandoned ROW for parking, access, landscaping, fencing, or other improvements, but not the construction of any buildings without the prior written consent of the City Manager.

**SECTION 3.** That the City Secretary is authorized and directed to prepare a certified copy of this ordinance, and the recording of this abandonment ordinance in the Official Public Records of Dallas County, Texas, which shall serve as the quitclaim deed of the City of Richardson, Texas, in and to the street rights-of-way described in Exhibit “A”, subject to the limitations and reservations of this Ordinance.

**SECTION 4.** That the City Manager is authorized to execute additional documents necessary to complete the abandonment and quitclaim contemplated herein, if any.

**SECTION 5.** That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Richardson, Texas, on the 25th day of April, 2022.

**APPROVED:**

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

**APPROVED AS TO FORM:**

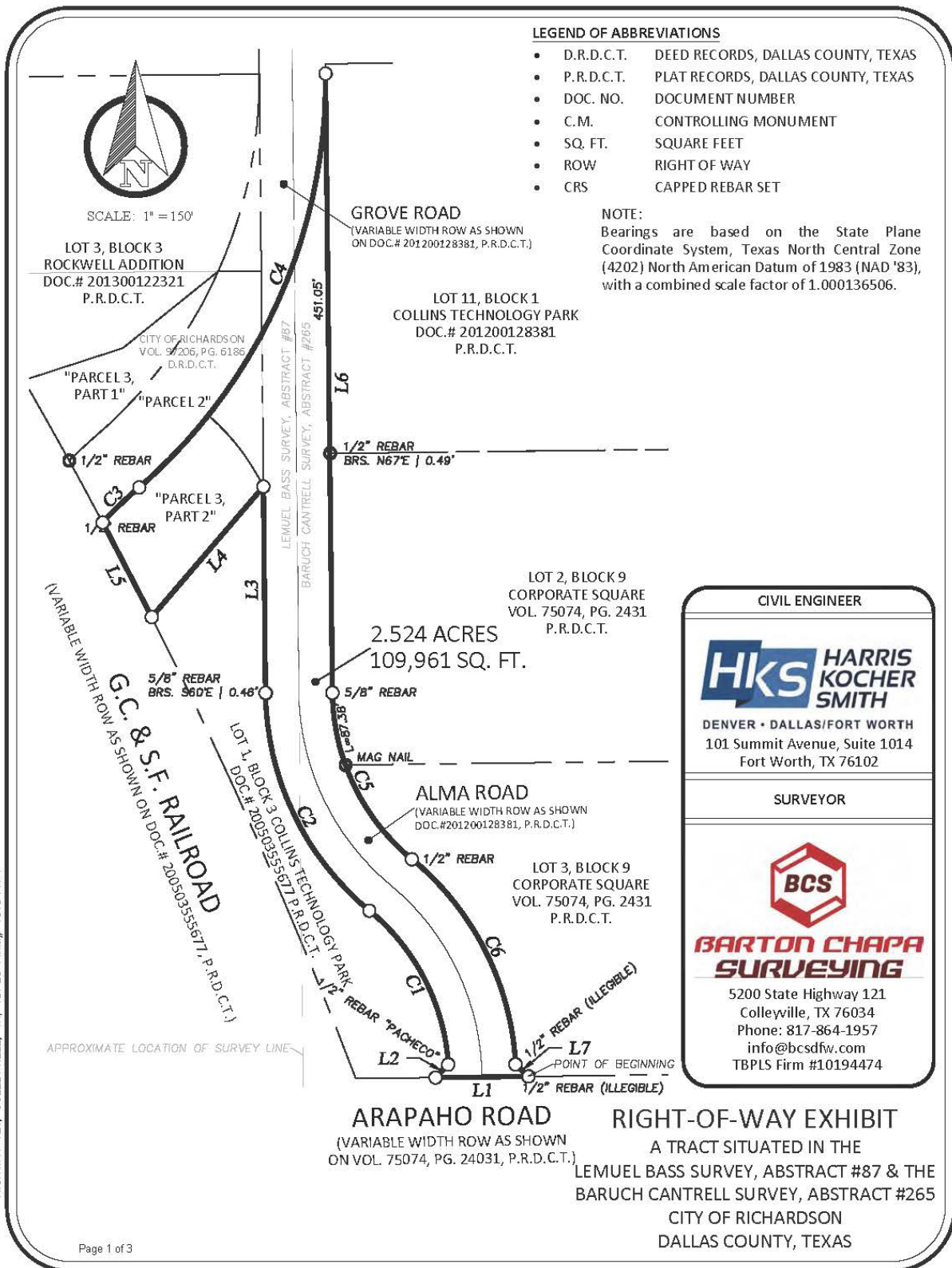
**CORRECTLY ENROLLED:**

\_\_\_\_\_  
**CITY ATTORNEY**  
(kbl:4/12/2022:127352)

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

# EXHIBIT "A"

## DESCRIPTION OF PORTIONS OF RIGHT-OF-WAY TO BE ABANDONED



SURVEY PREPARED BY BARTON CHAPA SURVEYING, LLC: 5200 STATE HIGHWAY 121, COLLEYVILLE, TX, TBPLS FIRM# 10194474.

**RIGHT-OF-WAY EXHIBIT**  
A TRACT SITUATED IN THE  
LEMUEL BASS SURVEY, ABSTRACT #87 & THE  
BARUCH CANTRELL SURVEY, ABSTRACT #265  
CITY OF RICHARDSON  
DALLAS COUNTY, TEXAS

**PROPERTY DESCRIPTION**

**BEING** a tract of land out of the Lemuel Bass Survey, Abstract Number 87 and the Baruch Cantrell Survey, Abstract Number 265, in the City of Richardson, Dallas County, Texas, and being a portion of a public right-of-way known as Alma Road, said portion being more particularly described by metes and bounds as follows (bearings are based on State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83)):

**BEGINNING** at a 1/2 inch rebar with an illegible cap found for the southwest corner of Lot 3 in Block 9 of Corporate Square, an addition in the City of Richardson, Dallas County, Texas, according to the plat recorded under Volume 75074, Page 2431, Plat Records, Dallas County, Texas, (P.R.D.C.T.), same being in the east right-of-way of said Alma Road, and being in the north right-of-way of Arapaho Road, said point also being the southeast corner of the herein described tract;

**THENCE** South 89 degrees 18 minutes 42 seconds West, with the north right-of-way of said Arapaho Road, a distance of 110.28 feet to a point for the southeast corner of Lot 1 in Block 3 of Collins Technology Park, an addition in the City of Richardson, Dallas County, Texas, according to the plat recorded under Document Number 200503555677, (P.R.D.C.T.), said point lying in the west right-of-way of said Alma Road;

**THENCE** with the east line of said Lot 1 in Block 3 and with the west right-of-way of said Alma Road, the following calls:

1. North 44 degrees 13 minutes 31 seconds East, a distance of 21.58 feet to the beginning of a non-tangent curve to the left, having a radius of 260.00 feet, with a delta angle of 46 degrees 30 minutes 00 seconds, whose chord bears North 27 degrees 08 minutes 04 seconds West, a distance of 205.27 feet;
2. Along said non-tangent curve to the left, an arc length of 211.01 feet to the beginning of a reverse curve to the right, having a radius of 340.00 feet, with a delta angle of 49 degrees 48 minutes 19 seconds, whose chord bears North 25 degrees 28 minutes 54 seconds West, a distance of 286.33 feet;
3. Along said reverse curve to the right, an arc length of 295.55 feet to a point from which a 5/8 inch rebar found bears South 60 degrees East, a distance of 0.46 feet;
4. North 00 degrees 34 minutes 45 seconds West, a distance of 245.01 feet to the northeast corner of said Lot 1 in Block 3, same being the east corner of "Parcel 3, Part 2" as described by deed to the City of Richardson as recorded under Volume 97206, Page 6186, Deed Records, Dallas County, Texas, (D.R.D.C.T.), and being the easternmost south corner of "Parcel 2" as described within said City of Richardson tract;

**THENCE** with the perimeter and to the corners of said "Parcel 3, Part 2" the following calls

1. South 40 degrees 34 minutes 09 seconds West, a distance of 203.87;
2. North 27 degrees 25 minutes 57 seconds West, a distance of 126.44 to the beginning of a non-tangent curve to the right having a radius of 560.00 feet, with a delta of 06 degrees 09 minutes 38 seconds, whose chord bears North 46 degrees 11 minutes 18 Seconds East, a distance of 60.18 feet;
3. Along said non-tangent curve to the right, an arc length of 60.21 feet to the beginning of a reverse curve to the left having a radius of 640.00 feet, with a delta angle of 49 degrees 47 minutes 21 seconds, whose chord North 24 degrees 13 minutes 47 seconds East, a distance of 538.81 feet;

**THENCE** Along said reverse curve to the left, with the northwest line of said "Parcel 3, Part 2", passing the northernmost corner of said "Parcel 3, Part 2" at an arc length of 118.77 feet, and continuing along the southeast right-of-way line of a public right-of-way known as Grove Road, a total arc length of 556.15 feet to a point in the west line of Lot 11 in Block 1 of Collins Technology Park, an addition in the City of Richardson, Dallas County, Texas, as recorded under Document Number 201200128381, (P.R.D.C.T.), same being in the east right-of-way of said Alma Road;

**THENCE** South 00 degrees 37 minutes 47 seconds East, with the east right-of-way of said Alma Road, and with the west line of said Lot 11, passing at a distance of 451.05 feet the southwest corner thereof, same being the northwest corner of Lot 2 in Block 9 of said Corporate Square, from which a 1/2 inch rebar found bears North 67 degrees East, a distance of 0.49 feet, and continuing with the west line of said Lot 2, a total distance of 735.31 feet to a 5/8 inch rebar found at the beginning of a tangent curve to the left, having a radius of 260.00 feet, with a delta angle of 49 degrees 48 minutes 20 seconds, whose chord bears South 25 degrees 31 minutes 57 seconds East, a distance of 218.96 feet;

**THENCE** along said tangent curve to the left, with the east right-of-way of said Alma Road, and with the west line of said Lot 2, passing at an arc length of 87.38 feet, a MAG nail found for the southwest corner thereof, same being the northwest corner of said Lot 3, and continuing with the west line thereof for a total arc length of 226.01 feet to a 1/2 inch rebar found at the beginning of a reverse curve to the right, having a radius of 340.00 feet, with a delta angle of 47 degrees 16 minutes 51 seconds, whose chord bears South 26 degrees 47 minutes 41 seconds East, a distance of 272.68 feet;

**THENCE** along said reverse curve to the right, along the east right-of-way of said Alma Road, and along the west line of said Lot 3, an arc length of 280.57 feet to a 1/2 inch rebar with an illegible cap found for the westernmost southwest corner thereof;

**THENCE** South 46 degrees 54 minutes 42 seconds East, with the east right-of-way of said Alma Road, and with the southwest line of said Lot 3, a distance of 21.10 feet to the POINT OF BEGINNING and enclosing 2.524 acres (109,961 square feet) of land, more or less.

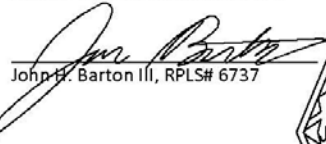
**RIGHT-OF-WAY EXHIBIT**  
 A TRACT SITUATED IN THE  
 LEMUEL BASS SURVEY, ABSTRACT #87 & THE  
 BARUCH CANTRELL SURVEY, ABSTRACT #265  
 CITY OF RICHARDSON  
 DALLAS COUNTY, TEXAS

Line #	Distance	Bearing
L1	110.28'	S89°18'42"W
L2	21.58'	N44°13'31"E
L3	245.01'	N00°34'45"W
L4	203.87'	S40°34'09"W
L5	126.44'	N27°25'57"W
L6	735.31'	S00°37'47"E
L7	21.10'	S46°54'42"E

Curve Data Table					
Curve #	Arc	Radius	Delta	Chord Bearing	Chord
C1	211.01'	260.00'	046°30'00"	N27°08'04"W	205.27'
C2	295.55'	340.00'	049°48'19"	N25°28'54"W	286.33'
C3	60.21'	560.00'	006°09'38"	N46°11'18"E	60.18'
C4	556.15'	640.00'	049°47'21"	N24°13'47"E	538.81'
C5	226.01'	260.00'	049°48'20"	S25°31'57"E	218.96'
C6	280.57'	340.00'	047°16'51"	S26°47'41"E	272.68'

**SURVEYOR'S CERTIFICATE**

This is to certify that I, John H. Barton III, a Registered Professional Land Surveyor of the State of Texas, have prepared this map from an actual survey on the ground, and that this map correctly represents that survey made by me or under my direction and supervision.  
 Date of Plat/Map: March 9, 2022

  
 John H. Barton III, RPLS# 6737





TO: Don Magner, City Manager *DM*

FROM: Shawn Poe, Director of Engineering *See Alex*

SUBJECT: Resolution for a Project Specific Agreement with Dallas County for Type B Road Maintenance

DATE: April 25, 2022

**ACTION REQUESTED:**

Council to consider approving a Resolution authorizing the Mayor to execute a Project Specific Agreement (PSA) with Dallas County for “Type B” Road Maintenance

**BACKGROUND INFORMATION:**

On October 30, 2017, City Council approved a Master Interlocal Agreement Pertaining to Transportation-Related Maintenance between the City of Richardson and Dallas County, pursuant to Resolution No. 17-24. This agreement authorizes the City and County to partner on repair and maintenance activities for Type B roadways of mutual interest within Richardson city limits.

Type B roadways are defined as thoroughfares designated by Dallas County as having major cross-county importance, principally those thoroughfares that support regional mobility. Dallas County has identified specific qualifying Type B thoroughfares within the City of Richardson.

The Master Interlocal Agreement requires each road maintenance project to be specifically set forth and detailed in a separate Project Specific Agreement (PSA). The PSA captures scope and actual cost for a specific project and documents commitments for each entity relative to the specific project.

By way of a recent “call for projects”, Dallas County solicited Type B road project nominations from cities located within County Commissioner District 2 boundaries. The following road segments were nominated by City staff and approved by the County:



<b>Road Name</b>	<b>Limits - From</b>	<b>Limits - To</b>	<b>Programmed Fiscal Year</b>
Collins Boulevard	U.S. 75	Campbell Road	2022
Campbell Road	U.S. 75	Plano Road	2022
Arapaho Road	Bowser Road	U.S. 75	2023
Coit Road	Roundrock Road	Dumont Drive	2023
Beltline Road	Waterview Drive	Weatherred Drive	2023
Beltline Road	Walton Street	Plano Road	2023

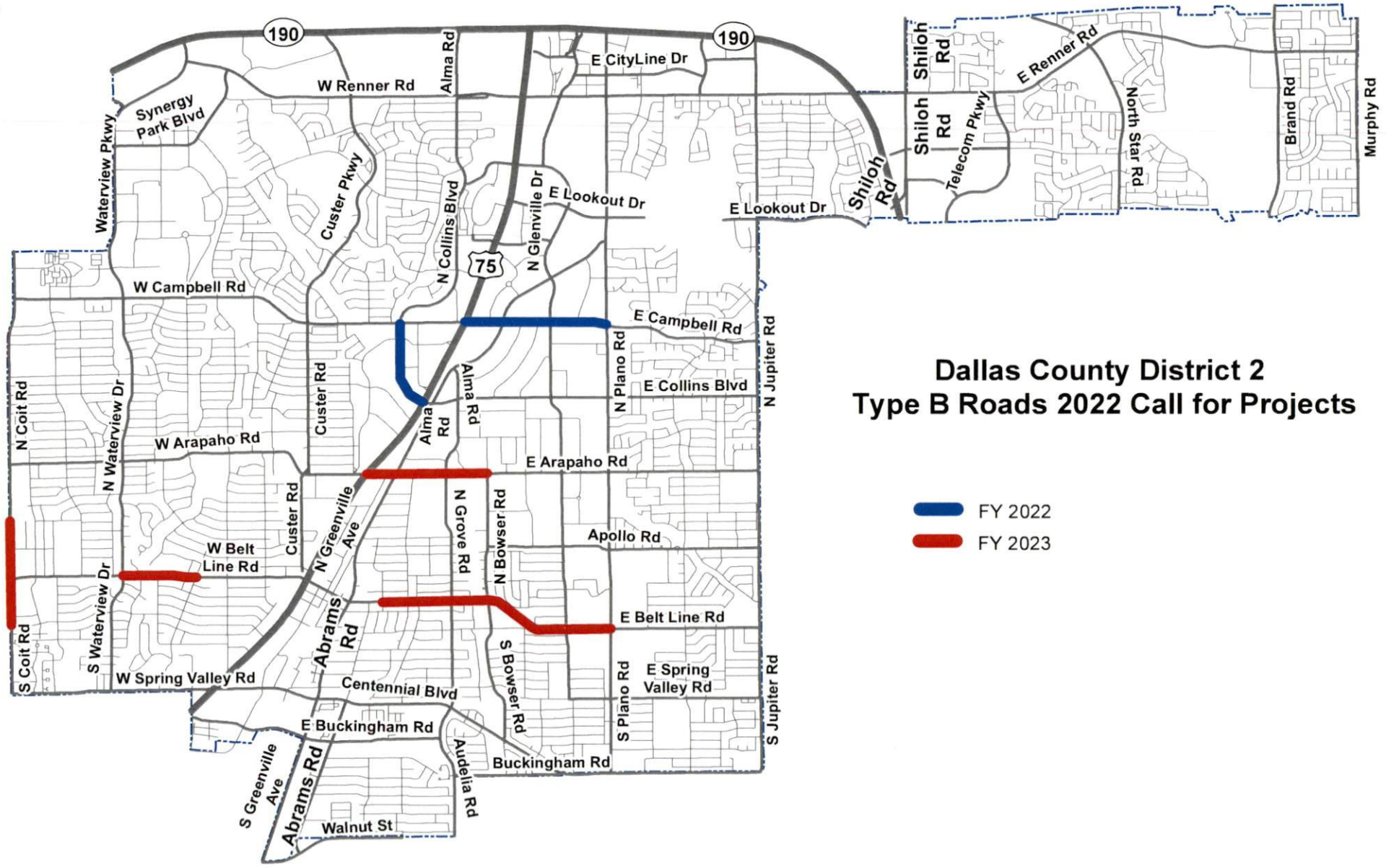
The locations for these road segments are depicted on the attached location map. All locations are programmed in the City’s street rehabilitation plan. Generally, the scope of work will consist of removing and replacing select deficient concrete pavement to extend the pavement service life. Where an asphalt overlay exists, the asphalt will be removed, then the underlying deficient concrete pavement will be repaired. A new asphalt overlay will be applied thereafter, along with new pavement striping.

**FUNDING:**

The estimated total project cost is \$4,207,000. Dallas County will reimburse project costs in an amount not to exceed \$2,103,500, representing 50% of total project costs. Funding is available in Fund 353 – Street Rehabilitation Fund.

**SCHEDULE:**

Repairs to street segments programmed in FY 22 are expected to initiate once the PSA is effective and will complete by fall 2022. Repairs to street segments programmed in FY 23 are expected to begin in early 2023.



## Dallas County District 2 Type B Roads 2022 Call for Projects

- █ FY 2022
- █ FY 2023

**RESOLUTION NO. 22-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROJECT SPECIFIC AGREEMENT “TYPE B” MADE PURSUANT TO MASTER ROAD & BRIDGE INTERLOCAL AGREEMENT (HEREINAFTER “PROJECT SPECIFIC AGREEMENT”), BY AND BETWEEN DALLAS COUNTY, TEXAS (HEREINAFTER “COUNTY”), AND THE CITY OF RICHARDSON, TEXAS (HEREINAFTER “CITY”), FOR REPAIR, MAINTENANCE, AND IMPROVEMENTS ON DULY QUALIFIED “TYPE B” PUBLIC ROADWAY WITHIN THE CITY (HEREINAFTER “PROJECT”); AS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO, AUTHORIZING ITS EXECUTION BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, City and County entered into a Master Interlocal Agreement (hereinafter “Master Agreement”) dated December 5, 2017, whereby County agreed to provide partial funding for such duly qualified “Type B” road and bridge maintenance project situated within the territorial limits and jurisdiction of the City; and

**WHEREAS**, Chapter 791 of The Texas Government Code and Chapter 251 of the Texas Transportation Code provide authorization for local governments to contract with each other for the performance of governmental functions and services, and joint funding of road construction or improvement of road or street projects; and

**WHEREAS**, the City Council has been presented with a proposed Project Specific Agreement “Type B” Public Roadway – Made Pursuant to Master Road & Bridge Interlocal Agreement for repairs, maintenance, and improvements of designated blocks of enumerated public roadway situated in City and more fully described in attachments “A” and “B” of Exhibit “A”, a copy of which is attached hereto; and

**WHEREAS**, upon full review and consideration of the Project Specific Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute the Project Specific Agreement on behalf of the City of Richardson, Texas;

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

**SECTION 1.** That the terms, provisions, and conditions of the Project Specific Agreement “Type B” Public Roadway – Made Pursuant to Master Road & Bridge Interlocal Agreement for the purpose of jointly identifying and funding repair, maintenance and



improvements on duly qualified “Type B” public roadway within the City be, and the same are, hereby approved.

**SECTION 2.** That the Mayor is hereby authorized to execute the Project Specific Agreement on behalf of the City, and any amendments or other instruments related thereto.

**SECTION 3.** That this Resolution shall become effective immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Richardson, Texas, on this the 25<sup>th</sup> day of April 2022.

**CITY OF RICHARDSON, TEXAS**

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**MAYOR**

**ATTEST**

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**CITY SECRETARY**

**APPROVED AS TO FORM:**

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**CITY ATTORNEY**

(PGS: 4-7-22:TM 128942)

**RESOLUTION NO. 22-04  
EXHIBIT "A"**

**PROJECT SPECIFIC AGREEMENT  
RE: "TYPE B" PUBLIC ROADWAY -- MADE PURSUANT TO MASTER ROAD &  
BRIDGE INTERLOCAL AGREEMENT BETWEEN DALLAS COUNTY, TEXAS AND  
CITY OF RICHARDSON, TEXAS**

This Project Specific Agreement, (hereinafter "PSA"), supplemental to the Master Interlocal Agreement, is made by and between Dallas County, Texas (hereinafter "County") and the City of Richardson, Texas (hereinafter "City"), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance, repairs and improvements to be undertaken on public roadway within the territorial limits and jurisdiction of the City of Richardson (hereinafter "Project") on the streets listed as more fully set forth and described in Attachments "A" and "B," which are attached hereto and incorporated herein by reference.

**WHEREAS**, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract amongst themselves for the performance of governmental functions and services; and

**WHEREAS**, on or about December 5, 2017, County and City entered into a Master Interlocal Agreement (hereinafter "Master Agreement"), whereby County agreed to provide partial funding for such duly qualified "Type B" road and bridge maintenance projects, said projects situated within the territorial limits and jurisdiction of the City, and

**WHEREAS**, City now desires County to provide partial funding for such a duly qualified project consisting of repairs, maintenance, and improvements of designated blocks of enumerated public roadway situated in the City of Richardson, Texas, as more fully described in Attachments "A" and "B."

**NOW THEREFORE THIS PSA** is made by and entered into by County and City, for the mutual consideration stated herein.

**Witnesseth**

**Article I**

**Project Specific Agreement**

This PSA is specifically intended to identify a Project authorized under the Master Agreement. This document sets forth the rights and responsibilities pertaining to each party hereto, and is additional and supplemental to the Master Agreement, and all amendments and supplements thereto, which are incorporated herein. All terms of the Master Agreement remain in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

**Article II**

**Incorporated Documents**

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

PSA City of Richardson ("Type B") (2022)

1

**RESOLUTION NO. 22-04**  
**EXHIBIT “A”**

1. Master Agreement authorized by County Commissioners Court Order 2017-1606, dated December 5, 2017, and additions thereto as incorporated herein.
2. The Construction Estimate, which is attached hereto as Attachment “A” and incorporated herein by reference.
3. The Road List Map/Diagram of proposed work sites, which is attached hereto as Attachment “B” and incorporated herein by reference.

**Article III**

**Term of Agreement**

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

**Article IV**

**Project Description**

This PSA is entered into by the parties for the purpose of jointly identifying and funding repair, maintenance, and improvements on duly qualified “Type B” public roadway within the City of Richardson, Texas. The Project shall consist of repair of various streets in the City of Richardson, Texas, within Dallas County Commissioner’s District 2 (hereinafter “Project”), and as more fully described in Attachments “A” and “B,” which are attached hereto and incorporated herein by reference. The Project is authorized by the aforementioned Master Agreement, with the parties’ obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County. The City has and hereby does give its approval for the expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

**Article V**

**Fiscal Funding**

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this PSA, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this PSA as a result of

**RESOLUTION NO. 22-04**  
**EXHIBIT “A”**

the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

**Article VI**  
**Agreements**

**I. City’s Responsibilities:**

1. Where necessary, City, at its own expense, shall be responsible for the following: (a) informing the public of the proposed maintenance, repairs, improvements, or reconstruction of the Project; (b) locating all manholes, water valves, and other utilities within the Project; (c) making or causing to be made all utility relocations or adjustments necessary for execution and completion of the Project; (d) acquiring any right-of-way necessary to complete the Project; (e) remediating any hazardous or regulated material, or other environmental hazard in the Project location; (f) funding the purchase of all materials necessary to perform the Project construction; (g) managing construction of the Project; (h) receiving and processing all payments due contractors the City hires to work on the project; (i) contracting through formal bidding procedures to acquire the services of contractors; and (j) where necessary providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the Project to be completed in a timely and safe manner.
2. City shall further be responsible for maintaining the Project sites once the Project is completed.
3. City shall be in compliance with the Manual on Uniform Traffic Control Devices (“MUTCD”) standards in ensuring safety during operations as outlined in the scope of work in Attachment “A.”

**II. County Responsibilities:**

1. County shall reimburse the City for proportionate Project Costs, as more fully set forth in Section III below.
2. County, its Auditor or its designated representative(s) shall have the unrestricted right to audit any and all accounting or other records regarding any funds paid or claimed under this PSA, including, but not limited to all books, records, reports, tickets, deposits, expenditures, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this PSA. City agrees that all related records shall be retained for a period of time not less than four (4) years from the date of termination of this PSA. Such records shall be provided to the County in

**RESOLUTION NO. 22-04**  
**EXHIBIT “A”**

Dallas County, Texas and available for any audit at any time upon request. The results of any audit may be furnished to the City for comment.

III. Funding:

County and City mutually agree that the initial and anticipated Project cost is approximately Four Million, Two Hundred Seven Thousand Dollars and no cents (\$4,207,000.00), as set forth in Attachment “A.” County and City mutually agree that City shall be responsible to pay a total of Two Million, One Hundred Three Thousand, Five Hundred Dollars and no cents (\$2,103,500.00) for its portion of the Type “B” roadwork. County shall only be responsible to the City for a financial contribution, in the form of reimbursements, of an amount not to exceed Two Million, One Hundred Three Thousand, Five Hundred Dollars and no cents (\$2,103,500.00) which amount shall not exceed Fifty Percent (50%) of the initial and anticipated Project cost.

City and County further agree as follows:

1. Should the final cost of the Project exceed the initial and anticipated Project costs, City agrees to either reduce the scope of the Project, or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein.
2. City shall submit invoices to County, which invoices shall provide complete information and documentation to substantiate City’s charges. County’s acceptances of City’s invoices are contingent upon City’s compliance with County’s invoicing procedures. County may withhold any disputed amounts until such time as the underlying dispute is resolved to County’s satisfaction, but shall pay all undisputed amounts timely.

**Article VII**

**Miscellaneous:**

**Indemnification. County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. No Third Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.**

**Applicable Law. This PSA is and shall be expressly subject to the County’s and City’s Sovereign Immunity and/or Governmental Immunity, pursuant to Title 5 of the Texas Civil Practice and**

**RESOLUTION NO. 22-04**  
**EXHIBIT "A"**

Remedies Code, as amended and all applicable federal and state laws. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.

- IV. Notice. All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

**COUNTY:**

Director of Public Works  
Dallas County  
500 Elm Street, Suite 5300  
Dallas, Texas 75202

**and**

Commissioner JJ Koch  
Road & Bridge District #2  
411 Elm Street, Second Floor  
Dallas, Texas 75202

**CITY:**

City Manager  
City of Richardson, Texas  
411 W. Arapaho Road  
Richardson, Texas 75080

Either party may change its address for notice by giving the other party written notice thereof.

- V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- VI. Binding Agreement; Parties Bound. Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.

**RESOLUTION NO. 22-04**  
**EXHIBIT “A”**

- XI. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council of the City of Richardson.
- XII. Effective Date. The Contract shall commence on the Effective Date. The Effective Date of this Contract shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
- XIII. No Joint Enterprise/Venture. The parties agree that no party is an agent, servant, or employee of the other parties. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this Contract. No joint enterprise/venture exists between the parties.

*(the remainder of this page was intentionally left blank)*

*(signatures appear on the following page)*

**RESOLUTION NO. 22-04**  
**EXHIBIT "A"**

The City of Richardson, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_, dated the \_\_\_ day of \_\_\_\_\_, 2022.

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Executed by the City of Richardson this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Executed by the County of Dallas this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF RICHARDSON:**

**COUNTY OF DALLAS:**

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

\_\_\_\_\_  
CLAY LEWIS JENKINS  
COUNTY JUDGE

**ATTEST:**

**APPROVED AS TO FORM:\***  
JOHN CREUZOT  
DISTRICT ATTORNEY

By: \_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Jana Prigmore Ferguson  
Assistant District Attorney

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).



**RESOLUTION NO. 22-04**  
**EXHIBIT "A"**

**ATTACHMENT A**

**City of Richardson Type B Road Maintenance**

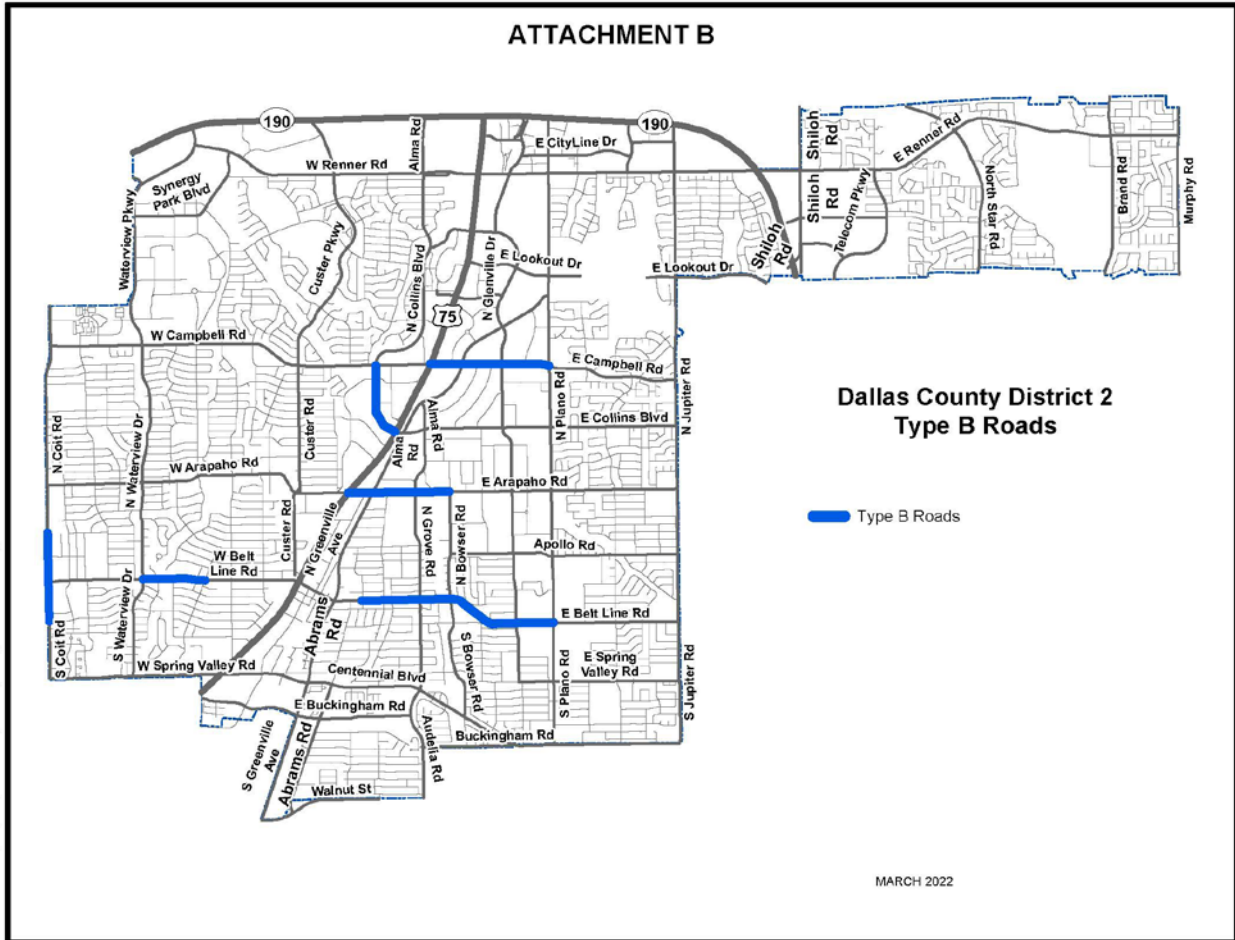
**Dallas County Road & Bridge District 2**

March 2022

Road Name	# of Lanes	Limits - From	Limits - To	Pavement Type	Lane Miles	Estimated Cost	County Share (50%)
Campbell Road	6	US 75	Plano Road	PCCP	5.341	\$ 280,000	\$ 140,000
Collins Boulevard	6	US 75	Campbell Road	PCCP	3.565	\$ 271,000	\$ 135,500
Arapaho Road	6	Bowser Road	US 75	PCCP w/asphalt overlay	4.822	\$ 1,167,000	\$ 583,500
Coit Road	6	Roundrock Road	Dumont Drive	PCCP w/asphalt overlay	4.261	\$ 1,000,000	\$ 500,000
Beltline Road	6	Waterview Drive	Weathered Drive	PCCP w/asphalt overlay	2.965	\$ 802,000	\$ 401,000
Beltline Road	4-6	Walton Street	Plano Road	PCCP	7.280	\$ 687,000	\$ 343,500

City of Richardson Total Funding Share for Projects:	\$ 2,103,500
Dallas County Road & Bridge 2 Total Funding Share:	\$ 2,103,500
<b>Total Funding for Projects:</b>	<b>\$ 4,207,000</b>

**RESOLUTION NO. 22-04  
EXHIBIT "A"**



Document Path: Y:\Programs\Planning\GIS\Roads\22\APR 21\Type B Roads 14.MAR.22.mxd



**RICHARDSON**  
TEXAS

**MEMO**

**DATE:** April 18, 2022  
**TO:** Keith Dagen – Director of Finance  
**FROM:** Ally Dobbins – Purchasing Manager *AD*  
**SUBJECT:** Award of Bid #60-22 for the Cooperative Purchase of One (1) Greensmaster TriFlex™ 3300 Hydraulic Mower for Sherrill Park Golf Course to Professional Turf Products, L.P. in the amount of \$55,517.64 through The Local Government Purchasing Cooperative (“BuyBoard”) Contract #611-20

**Proposed Date of Award: April 25, 2022**

I concur with the recommendation of Ronny Glanton – Head Professional and request permission to issue a purchase order for one (1) Greensmaster TriFlex™ 3300 Hydraulic Mower for Sherrill Park Golf Course to Professional Turf Products, L.P. in the amount of \$55,517.64, as provided in the attached proposal.

The above referenced equipment has been competitively bid through BuyBoard Contract #611-20. The City of Richardson is a member of BuyBoard through its existing interlocal agreement for cooperative purchasing pursuant to Texas Government Code Section 791.025 and Texas Local Government Code Section 271.102.

Funding is provided from the Equipment Replacement Fund, Project #GF2204.

Concur:

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

ATTACHMENTS

**To: Todd Gastorf , Purchasing and Franchise Manager**

**From: Ronny Glanton, Golf Professional**

**Date: April 11, 2022**

**Re: Recommendation Capital Equipment**

**It is my recommendation to make the capital equipment purchase listed from Professional Turf Products, L.P. The item to be purchased is a Toro Greensmaster Tri -Flex 3300 Hydraulic 11 Blade cutting unit. The total purchase is \$55,517.64. This purchase will be funded in the 2022 budget under line item 245-3710-581-7401 Project #GF2204. This proposal has been provided by Professional Turf Products L.P. through BuyBoard contract #611-20.**

**Ronny Glanton**

A handwritten signature in black ink, appearing to read 'R. Glanton', written in a cursive style.



Professional Turf Products, L.P.  
 1010 North Industrial Blvd.  
 Euless, Texas 76039  
 Professional Turf Products  
 (817) 785-1900  
 sales@proturf.com



Count on it.



Ship To	Sherrill Park GC (City of Richardson)	Date:	4/11/2022
Bill To	BUYBOARD (CONTRACT # 611-20) - Credit Cards Not Accepted	Tax Rate	
Contact	Jason Harwell	Destination	included
Address	2001 E. Lookout Dr., Richardson, TX 75082-3222	Trade-In	
		Finance	
Phone	(972) 234 1416	Account Type	Contract
Email	jason.harwell@cor.gov	QMS: ID	102640
Comments:			

Proposal

Qty	Model #	Description	Unit	Extended
1	04510	Greensmaster TriFlex 3300 Hydraulic		
3	04653	11 Blade Cutting Unit		
3	04255	Narrow Wiehle Roller (One roller)		
1	04554	Light Kit - LED		
1	30042	400 Hour Maintenance Kit: GR3300		
3	04648	Universal Groomer Drive		
3	04802	Twin Tip Groomer Blade Assembly (21 Inch)		
		<b>Greensmaster TriFlex 3300 Hydraulic</b>	\$	<b>55,517.64</b>

<b>SubTotal</b>	\$	<b>55,517.64</b>
<b>Destination</b>		<b>included</b>
<b>Tax (Estimated)</b>	\$	-
<b>TOTAL</b>	\$	<b>55,517.64</b>

**Comments:**

For all New Equipment, Demo units may be available for up to 20% savings.  
 For all New Equipment, Refurbished units may be available for up to 40% savings.  
 Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

**Terms & Conditions:**

1. Prices & Finance Rates are subject to change at any time.
2. Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered

- equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
3. Order cancellations are subject to fees up to 10% of the original order value.
  4. Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
  5. Payments by Credit Card are subject to convenience fee.
  6. Used and Demo equipment is in high demand and availability is subject to change.
    - A. Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
    - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
    - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
  7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

**Returns Policy:**

1. All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.

**Payment:**

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
  - A. PTP will work with third party financial institutions to secure leases when requested to do so.
  - B. When using third party financiers, documentation fees & advance payments may be required.
  - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
  - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been

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

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





**RICHARDSON**  
TEXAS

**MEMO**

**DATE:** April 20, 2022  
**TO:** Keith Dagen – Director of Finance  
**FROM:** Ally Dobbins – Purchasing Manager *AD*  
**SUBJECT:** Award of Bid #62-22 for the cooperative Job Order Contract (“JOC”) for Fire Notification System Replacement to Pye-Barker Fire and Safety LLC in the amount of \$60,605.05 through the Region VIII Education Service Center’s cooperative purchasing program, The Interlocal Purchasing System (“TIPS”), on Contract #21020402

**Proposed Date of Award: April 25, 2022**

I concur with the recommendation of Shawn Poe – Director of Engineering, and request permission to issue a purchase order for 2022 Service Center fire notification system replacement to Pye-Barker Fire and Safety LLC in the amount of \$60,605.05, as provided in the attached quote.

Job order contracting is a variable term, indefinite delivery, and indefinite quantity contract for construction services on an on-call basis through negotiated line item delivery orders (job orders) to include minor construction, repair, renovation, alterations, maintenance projects and limited architectural and engineering designed projects. Pricing is based upon the contract’s priced coefficient applied to the city cost index and the line items in the RS Means unit price book. When the line items are agreed to, it becomes a lump sum firm fixed price contract for that negotiated scope of services. Job order contracting is authorized by Texas Government Code Section 2269.401.

The above referenced contract has been competitively bid through TIPS Contract #21020402. The City of Richardson participates in the TIPS program through its existing interlocal agreement for cooperative purchasing pursuant to Texas Government Code Section 791.025 and Texas Local Government Code Section 271.102.

Funding is provided from FY2022 Facilities Operating Budget.

Concur:

  
Keith Dagen

ATTACHMENTS





**RICHARDSON**  
TEXAS

**MEMO**

---

TO: Todd Gastorf, Purchasing and Franchise Manager

THROUGH: Don Magner, City Manager 

FROM: Shawn Poe, PE, Director of Engineering  4/6/22

SUBJECT: Permission to Award - 2022 Service Center Fire Notification System Replacement

DATE: April 25, 2022

---

***ACTION REQUESTED:***

Council to consider award to Pye Barker Fire and Safety LLC, for the Service Center Fire Notification System Replacement project through TIPS contract #21020401 in the amount of \$60,605.05.

***BACKGROUND INFORMATION:***

Council is asked to consider approving the Service Center Fire Notification System Replacement project. The 21-year-old, Service Center fire notification system has had numerous device failures and false alarms due the poor condition of the existing fire system. A device failure or panel alarm results in hours of labor locating and trouble-shooting the problem. Often, the problem cannot be resolved without vender assistance, which is costly and leaves the fire system partially, or fully, offline during the repair period. Not having a reliable fire notification system often impacts the critical City services being managed out of the Service Center. The Service Center houses the City's SCADA operational system, the service fleets, and the City's warehouse. Protecting the Service Center operations and preventing fires is critical to the City. Facilities recommends replacing the fire notification system with a reliable system meeting the new codes for increased protection.

***FUNDING:***

Funding is from FY22 Facilities Operating Budget.

***SCHEDULE:***

The project is expected to begin construction in May and be completed by December 2022 (unless extended by mutual agreement).





March 10, 2022

City of Richardson

Re: COR Service Center

Dear Ray

I am pleased to submit our Quote to upgrade the existing fire alarm system, with a new Silent Knight 6820 panel and new detection devices. LPS will use the existing A/V devices and power supplies , LPS will provide submittal package to city for the above scope of work. LPS will bring the system up to current code of Class A detection circuits as per the city of Richardson code. LPS will replace or add any A/V needed for proper A/V coverage and sync, up to 20 devices. If some or no A/V devices are needed after LPS design walk building a credit of 310.00 per device will be deducted from the below pricing. TIPS # 21020401 TIPS JOC # 21020402

Our proposal includes the following scope of work.

- Furnish and install (1) SK 6820 panel
- Furnish and Install (1) RA 2000 Annunciator
- Furnish and Install (66) addressable smoke detectors
- Furnish and Install (20) addressable pull stations
- Furnish and Install (4) addressable duct detectors and remote test switches
- Furnish and Install (25) addressable monitor modules for flow and tamper switches and other needed supervisory signals
- Furnish and install (10) addressable relay modules
- Furnish and Install (5) addressable control modules
- Use existing monitoring system and service.
- Provide all labor , design , submittal package and testing
- Provide all programming
- Provide 1 year warranty
- Provide Performance and Payment Bond

The price for the above stated project \$60,605.26

Labor – 25,134.81

Material – 30,389.22

ACR-2326761 ▪ ECR-2329916 ▪ SCR-G-2329912 ▪ 807282301

PyeBarkerFire.com

(800) 927-8610

North Texas Office

2611 N. Beltline Rd. Ste. 117  
Sunnyvale, TX 75182

PH 214-390-5424

East Texas Office

16426 FM 16 West Ste. 100  
Lindale, TX 75771

PH 903-648-6777





***Exclusions and Clarifications***

- *Any work not in scope above will be in addition to price below*
- *Boxes and conduit provided by others*
- *All work will be performed per NFPA 72 standards*
- *Hvac shutdown & duct detectors not included*
- *If local AHJ requires more than scope of work, then price will be agreed upon by both parties*
- *Outside monitoring not included*
- *Performance & payment bond not included if applicable.*
- *All work to be performed during normal business hours 7am-4pm.*
- *The quoted price is firm for \*30 days. Our proposal is based on current market prices. We reserve the right to increase or decrease our price if market changes occur after \*30 days.*
- *Price does include applicable taxes.*
- *120- volt power to panels to be provided by others.*
- *Installation schedule to be agreed upon by both parties.*
- *Proposal does not include patch and paint.*
- *Our proposal does not include Insurance requirements more than those already in place.*
- *Delays or additional mobilizations caused by owner or contractor will be charged additionally.*

**Signed By:** \_\_\_\_\_

***Our terms are Net 30 days with (W.A.C.).***

***If you have any questions, please call 903-216-4718 or 214.390.5424.***

**Brian Brown**

C: 903.436.5328

ACR-2326761 ■ ECR-2329916 ■ SCR-G-2329912 ■ B07282301

PyeBarkerFire.com

(800) 927-8610

North Texas Office

2611 N. Beltline Rd. Ste. 117  
Sunnyvale, TX 75182

PH 214-390-5424

East Texas Office

16426 FM 16 West Ste. 100  
Lindale, TX 75771

PH 903-648-6777







### Standard Terms and Conditions

(1) Pye Barker Fire and Safety LLC, hereafter referred to as PB, liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such labor, equipment, goods or material, or part thereof involved in the claim. PB shall not, under any circumstances, be liable for any labor charges without the prior written consent of PB. PB shall not, in any event, be liable, whether because of breach of contract, warranty, tort (including negligence), or other grounds, for special, consequential, incidental or punitive damages, including, but not limited to, loss of profits, revenues, loss of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If PB furnishes Customer with advice or other assistance which concerns any labor, equipment, goods, or material furnished hereunder, or any system or equipment in which of such equipment, goods or material may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject any service to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

(2) Any liabilities of any sort will not exceed the price of the project attached hereto this document.

(3) All work to be performed by PB will be performed during normal working hours (8:00am to 5:00 pm local time) of normal working days (Monday through Friday, excluding holidays), unless additional times are specifically described in a special provision to this Agreement.

(4) PB shall not be responsible for failure to render services due to causes beyond its control including but not limited to work stoppages, fires, civil disobedience, riots, acts of God, or any other cause beyond the control of PB.

(5) In the event Customer requires PB to delay service or completion of the work under this proposal, payment pursuant to this proposal shall not be withheld or delayed on such account. PB shall have the right to deliver any portion of the equipment, goods, material, or service to be furnished hereunder and to bill Customer therefore, and Customer agrees to pay for the same in accordance with terms of the payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery. In such event, PB may store such portion of the equipment, goods, or material ready for shipment at Customer's risk and expense.

(6) The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which PB shall be liable for, either on its own behalf or on behalf of Customer, or otherwise, with respect to any equipment, goods, material or service covered by this proposal, shall be in addition to the prices set forth herein and shall be paid by Customer.

(7) The Customer agrees to; provide access to the covered systems to be serviced; provide ladders, lifts, and any other equipment necessary for PB to access the covered systems to be serviced; supply suitable electrical service; provide a safe work environment; to make payments as provided in this agreement

(8) When installation of the equipment, goods or material herein is required specifically as a part of this order, such installation work shall be performed only during usual working hours unless otherwise stated herein.

(9) All skilled or common labor, which may be furnished by the Customer, shall be considered, and treated as Customer's own employees, and Customer agrees to fully protect and indemnify PB against all claims for accidents, all losses, damages, or injuries to such employees during the work, or to any person or persons through the negligence of such employees.

(10) This Agreement will begin on the Agreement Date indicated on the front page and continue for an initial term on one (1) year and continue thereafter from year to year unless terminated. The Customer or PB may terminate this Agreement at the end of any service year by giving thirty (30) days written notice to the other party.

(11) Customer agrees to pay PB (Contractor) all the sums due under this proposal in accordance with the terms specified. Debtor hereby grants a security interest to Secured Party in all equipment, goods and material described on the reverse side of this proposal as security for the indebtedness created hereunder and any other indebtedness due Secured Party by Debtor. On default of any payment by Debtor to Secured Party, and at Secured Party's option the entire balance shall become immediately due and payable and Secured Party shall have the right to foreclose and resell the said equipment, goods, and material in accordance with the Provisions of the Texas Business and Commerce Code (Uniform Commercial Code) at public or private sale.

(12) Pricing is valid for only 30 days from the date of the attached quote. Please call for a revised quote if older than 30 days.

(13) All Terms are NET 30 days unless otherwise stated. Payable in US dollars. MasterCard and Visa credit payments are taken.

(14) Warning; Despite frequent testing, and due to, but not limited to, any or all the following: criminal tampering, electrical or communications disruption, it is possible for the system to fail to perform as expected. PB does not represent that the product or system will prevent any personal injury or property loss by burglary, robbery, fire, or otherwise but it is not insurance or a guarantee that these events will not occur. Consequently, PB shall have no liability for any personal injury, property damage, or other loss based on a claim that the product or the serviced systems failed to give warning. Therefore, the customers should take all precautions for his or her safety including, but not limited to, fleeing the premises, and calling police or fire department, to mitigate the possibilities of harm and or damage.

ACR-2326761 ■ ECR-2329916 ■ SCR-G-2329912 ■ 807282301

PyeBarkerFire.com

(800) 927-8610

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PH 214-390-5424

East Texas Office

16426 FM 16 West Ste. 100  
Lindale, TX 75771

PH 903-648-6777





**RICHARDSON**  
TEXAS

**MEMO**

**DATE:** April 20, 2022  
**TO:** Keith Dagen – Director of Finance  
**FROM:** Ally Dobbins – Purchasing Manager *AD*  
**SUBJECT:** Award of Bid #63-22 for the cooperative purchase of Mobile Computer Terminals and Software Licenses for Information Technology Equipment to GTS Technology Solutions, Inc. (\$435,760.65) through the State of Texas Department of Information Resources (“DIR”) Contracts #s DIR-TSO-4025, DIR-CPO-4751, & DIR-CPO-4754 and SHI Government Solutions, Inc. (\$21,610.60) through DIR Contract #DIR-TSO-4092

**Proposed Date of Award: April 25, 2022**

I concur with the recommendation of Dan Steege – Chief Information Officer, and request permission to issue purchase orders for information technology equipment to GTS Technology Solutions, Inc. in the amount of \$435,760.65 and SHI Government Solutions, Inc. in the amount of \$21,610.60, as provided in the attached quotes.

The equipment from GTS Technology Solutions, Inc. will be purchased through the State of Texas DIR cooperative purchasing program on contract #s DIR-TSO-4025, DIR-CPO-4751, DIR-CPO-4754. The equipment from SHI Government Solutions, Inc. will be purchased through the same program on contract #DIR-TSO-4092. The City of Richardson participates in this program through its existing interlocal agreement for cooperative purchasing pursuant to Texas Government Code Section 791.025 and Texas Local Government Code Section 271.102. This agreement automatically renews annually unless either party gives prior notice of termination.

Funding is provided by Equipment Replacement Fund.

Concur:

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

ATTACHMENTS





**RICHARDSON**  
**TEXAS**

# MEMO

**DATE:** April 12, 2022

**TO:** Ally Dobbins, Purchasing Manager

**FROM:** Daniel S. Steege, Chief Information Officer *DSS*

**CC:** Gary Tittle, Chief of Police *AL 4-14-2022*

**SUBJECT:** Police Department Mobile Computer Terminal Replacements

The Mobile Computer Terminals (MCTs) used by the Richardson Police Department have reached the end of their supported life and need to be replaced. These specialized devices are purpose built for rugged public safety use. Information Technology (IT) is requesting to purchase 65 MCTs and associated equipment. Additionally, IT requests to purchase 65 Microsoft Word and Excel licenses for the 65 MCTs and another 45 Microsoft Word and Excel licenses to upgrade the software on the Fire Department's existing 45 MCTs. Thus, the total number of Microsoft Word and Excel licenses would be 110.

The price of the MCTs is \$435,760.65 and the associated Microsoft software is \$21,610.60. Thus, the total purchase price is not to exceed \$457,371.25.

The funding for this effort will be provided as follows:

Project Numbers: IT2101 and IT2201

Project Names: Equipment Replacement Fund

It is my recommendation that we move forward with the purchase of the MCTs and associated Microsoft software. I recommend that the MCT purchase be made through GTS utilizing the State of Texas DIR contracts (DIR-TSO-4025, DIR-CPO-4751, DIR-CPO-4754) at a purchase price of \$435,760.65 and the associated Microsoft software be purchased via SHI utilizing the State of Texas DIR contract (DIR-TSO-4092) at a purchase price of \$21,610.60.



GTS Technology Solutions, Inc.  
 9211 Waterford Centre Blvd  
 Suite 275  
 Austin, TX, 78758  
 Phone: (512) 452-0651

# Quote

**Quote #:** QT0080373  
**Date:** 4/13/2022  
**Delivery Date:**  
**Expire Date:** 5/31/2022  
**Customer ID:** TXRCHN13003  
**Sales Contact:** Jacob Jiongo

QUOTE FOR:	SHIP TO:
City of Richardson	City of Richardson

CUSTOMER P.O. NO.	TERMS	SALES REP
CF-33	Net 30 Days	JD Rowell
SHIPPING TERMS		SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	CF-33RZ-0DVM: PANASONIC : PUBLIC SECTOR SPECIFIC,WIN10 PRO,INTEL CORE I5-10310U 1.7GHZ (4.4GHZ),VPRO,12.0QHD GLOVED MULTI TOUCH+DIGITIZER,16GB, 512GB OPAL SSD,INTEL WI-FI 6, BLUETOOTH,4G LTE BAND 14 (EM7511), DGPS,DUAL PASS (CH1:WWAN/CH2:DGPS), INFRARED WEBCAM,8MP REA	DIR-TSO-4025	65.00	EACH	\$3,945.32	\$256,445.80
	NOTE: Mark2 Operating System: Windows 10 Pro CPU: Intel Core i5-10310U 1.7GHz (4.4GHz) Display: 12.0" QHD Gloved Multi Touch + Digitizer Memory (RAM): 16GB Storage: 512GB SSD OPAL Wireless: Wi-Fi 6, Bluetooth, 4G LTE (Band 14), Dedicated GPS, Dual Pass (Ch1:WWAN/Ch2:GPS) Webcam & Mic: Infrared Hello Webcam Rear Camera: 8MP Rear Camera Other: TPM 2.0, Barcode Reader, Contactless Smartcard Reader Battery: Standard Batteries (2) Included Services: CF-SVCPDEP3Y - TOUGHBOOK & TOUGHPAD Premier Deployment - Includes Imaging, Customer Portal Access, Multilocation Shipping and Disk Image Management at the Panasonic National Service Center (Years 1, 2, 3), CF-SVCADPRM12B - Absolute Resilience - 12 Month Term - Panasonic PS Bundle Sled Customer Only, FZ-SVC512SSD3Y - 512GB SSD- TOUGHBOOK No Return of Defective Drive (Years 1, 2 & 3), FZ-SVCTPNF3YR - Protection Plus Warranty - Tablet PC (Years 1, 2 & 3), CF-SVCBIOS1 - National Service Center Custom BIOS Post Sale Entitlement					
2	CF-SVCP5Y: PANASONIC : 4th and 5th years Public Safety Service Bundle Add on (Year 4 & 5 only). Must be purchased in conjunction with PS bundle base unit. Includ	DIR-TSO-4025	65.00	EACH	\$593.59	\$38,583.35



GTS Technology Solutions, Inc.  
 9211 Waterford Centre Blvd  
 Suite 275  
 Austin, TX, 78758  
 Phone: (512) 452-0651

# Quote

**Quote #:** QT0080373  
**Date:** 4/13/2022  
**Delivery Date:**  
**Expire Date:** 5/31/2022  
**Customer ID:** TXRCHN13003  
**Sales Contact:** Jacob Jiongo

QUOTE FOR:	SHIP TO:
City of Richardson	City of Richardson

CUSTOMER P.O. NO.	TERMS	SALES REP
CF-33	Net 30 Days	JD Rowell
SHIPPING TERMS		SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
3	CF-VEK333LMP: PANASONIC : PREMIUM KEYBOARD FOR CF-33 Mk1, Mk2. NEW IMPROVED, 3X BRIGHTER OUT-OF-THE-BOX. EMISSIVE RED BACKLIT (4 LEVELS). HANDLE/KICKSTAND DISPLAY CAN BE OPENED TO ANY ANGLE. COMPATIBLE WITH TABLET, CF-33 TOUGHBOOK LAPTOP VEHICLE DOCK, ETHERNET,	DIR-TSO-4025	65.00	EACH	\$584.21	\$37,973.65
4	CF-SVCBATSW5Y: 5 Year Smart Battery Warranty With Smart Service Lite for Windows Toughbooks and Toughpads Primary Battery. Eligible Models Include CF-33, FZ-55, FZ-G1, FZ-M1. Requires Installation of Smart Battery Lite Monitoring Software.	DIR-TSO-4025	65.00	EACH	\$177.84	\$11,559.60
5	HA-33LDS2L: PANASONIC : HAVIS DOCKING STATION WITH DUAL PASS-THROUGH ANTENNA AND POWER SUPPLY FOR PANASONICS TOUGHBOOK CF-33 RUGGED LAPTOP	DIR-TSO-4025	65.00	EACH	\$1,084.07	\$70,464.55
6	DS-DA-420: DEVMT,DOCKST,PAN-1100,OPT, SCRSPT - SCREEN SUPPORT	DIR-CPO-4751	65.00	EACH	\$47.26	\$3,071.90
7	SERVICES: DEPLOYMENT CLIENT SE: SERVICES: DEPLOYMENT CLIENT SERVICES	DIR-CPO-4754	65.00	EACH	\$271.72	\$17,661.80
8	FREIGHT CHARGE: Freight Charge	NON CONTRACT	1.00	EACH	\$0.00	\$0.00

	<b>Total Weight (EACH):</b>	0	<b>Sales Total:</b>	\$435,760.65
	<b>Total Volume (EACH):</b>	0	<b>Freight &amp; Misc.:</b>	\$0.00
<i>These prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.</i>			<b>Tax Total:</b>	\$0.00
			<b>Total (USD):</b>	\$435,760.65



Pricing Proposal  
Quotation #: 21751040  
Created On: 3/16/2022  
Valid Until: 4/30/2022

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**CITY OF RICHARDSON**

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**Senior Inside Account  
Manager**

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**Elvia Cavazos**

970 Security Row  
Richardson, TX 75081  
United States  
Phone: 972-744-4016  
Fax:  
Email: Elvia.Cavazos@cor.gov

**Jeff Rosen**

3828 Pecana Trail  
Austin, TX 78749  
Phone: 800-870-6079 ext 8686150  
Fax: (512)732-0232  
Email: Jeff\_Rosen@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Word LTSC 2021 - License - 1 PC - Win - Single Language Microsoft - Part#: 059-09277 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	110	\$98.23	\$10,805.30
2 Excel 2021 Single Language LTSC Microsoft - Part#: 065-08773 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	110	\$98.23	\$10,805.30
		Total	\$21,610.60

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**Additional Comments**

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**Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.**

**Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.**

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*





**RICHARDSON**  
**TEXAS**

**MEMO**

**DATE:** April 20, 2022  
**TO:** Keith Dagen – Director of Finance  
**FROM:** Ally Dobbins – Purchasing Manager *AD*  
**SUBJECT:** Award of Bid #64-22 for the cooperative purchase of Network Storage Components for Information Technology Equipment to Weaver Technologies in the amount of \$299,362.05 through the State of Texas Department of Information Resources (“DIR”) Contract #DIR-TSO-4299

**Proposed Date of Award: April 25, 2022**

I concur with the recommendation of Dan Steege – Chief Information Officer, and request permission to issue purchase orders for network storage components for information technology equipment to Weaver Technologies in the amount of \$299,362.05, as provided in the attached quote.

The equipment from Weaver Technologies will be purchased through the State of Texas DIR cooperative purchasing program on contract #DIR-TSO-4299. The City of Richardson participates in this program through its existing interlocal agreement for cooperative purchasing pursuant to Texas Government Code Section 791.025 and Texas Local Government Code Section 271.102. This agreement automatically renews annually unless either party gives prior notice of termination.

Funding is provided by Equipment Replacement Fund.

Concur:

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

ATTACHMENTS



**RICHARDSON**  
**TEXAS**

# MEMO

**DATE:** April 14, 2022

**TO:** Ally Dobbins, Purchasing Manager

**FROM:** Ed Snavely, IT Assistant Director *EOS*

**CC:** Dan Steege, Chief Information Officer *DSS*

**SUBJECT:** City Wide Data Storage Needs

Information Technology (IT) is requesting as part of our ongoing network storage refresh and update, the purchase of additional network storage components to integrate with our current Dell Isilon data storage system. This is needed to keep up with city wide data needs and is part of our regular refresh and updated IT plan. The effort is required to maintain an environment that is fully supported and allows for future growth.

This purchase includes hardware, software and services needed for system integration with current Dell Isilon data storage at a total price of \$299,362.05 through Weaver Technologies.

The funding for this effort is provided from the IT equipment replacement fund.

Project Number: IT 2201  
Project Name: Equipment Replacement Fund

It is my recommendation that we request Council approval of the purchase of the needed equipment through Weaver Technologies at a purchase price \$299,362.05, utilizing the State of Texas DIR contract (DIR-TSO-4299).



We have prepared a quote for you:

City of Richardson- PowerScale H700

Prepared For:  
Richardson, Texas

Prepared By:  
Kevin Prifogle

# Components

Purchasing Contract: EMC DIR-TSO-4299

Category	Product Name	Price	Qty	Ext.Price
Hardware: Dell Enterprise:Storage/HCI	PowerScale H700	\$62,733.06	4.00	\$250,932.24
	Line Item QTY Part Number Description			
	4 PowerScale H700			
	4 210-AZWS H700 - 120TB (15x8TB)/3.2TB SSD			
	4 800-BBQV Informational Purposes Only			
	4 800-BBQV Informational Purposes Only			
	4 800-BBQV Informational Purposes Only			
	4 590-TFHH 2x100GbE (QSFP28) Back-end W/O OPTICS			
	4 590-TFBK 2x25GbE (SFP28) W/O OPTICS			
	4 149-BBGQ OneFS Base License H7 2-8TB Tier 3=ID			
	4 151-BBGV SmartQuotas Base License H7 Tier 3 =ID			
	4 151-BBHE SyncIQ Base License H7 Tier 3 =ID			
	4 151-BBHF SnapShotIQ Base License H7 Tier 3 =ID			
	4 151-BBHW SmartPools Base License H7 Tier 3 =ID			
	4 151-BBIH Enterprise Advanced Bundle H7 Tier 3 =ID			
	4 151-BBIS SmartConnect Base License H7 Tier 3 =ID			
	4 151-BBHD SmartDedupe Base License H7 Tier 3 =ID			
	4 151-BBEH HDFS for OneFS (\$0.00)			
	4 379-BDPD ISG Product (info)			
	4 854-0044 Dell Hardware Limited Warranty			
	4 854-0054 ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 1 Year			
	4 854-0056 ProSupport Mission Critical			

		4-Hour 7x24 Onsite Service with Emergency Dispatch 2 Years Extended
4	854-0063	ProSupport Mission Critical 7x24 Technical Support and Assistance 3 Years
4	975-3461	Dell Limited Hardware Warranty Extended Year(s)
4	989-3439	Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">//www.dell.com/support</a> or call 1-800- 945-3355
4	856-7404	3 Years ProSupport Mission Critical OneFS Base 2-8TB Software Support-Maint
4	856-6932	3 Years ProSupport Mission Critical Enterprise Advanced Bundle Base Software Support-Maint
4	849-5190	3 Years ProSupport Mission Critical HDFS for OneFS Software Support- Maint
4	856-6650	3 Years ProSupport Mission Critical SmartDedupe Base Software Support-Maint
4	825-6815	None
4	825-6815	None
4	825-6815	None
4	831-5274	ProDeploy Plus for PowerScale Expansion
4	407-BCIU	Transceivers/Optic/SFP+/SF GEN6
480	149-BBGN	OneFS Capacity H7 Tier 3=CB
480	151-BBGY	SyncIQ Capacity License H7 Tier 3=CB
480	151-BBHG	SmartPools Capacity License H7 Tier 3=CB
480	151-BBHH	SnapShotIQ Capacity License H7 Tier 3=CB
480	151-BBJH	SmartConnect Capacity License H7 Tier 3=CB
480	151-BBJR	SmartQuotas Capacity License H7 Tier 3=CB
480	151-BBLW	Enterprise Advanced Bundle Capacity H7 Tier 3 =CB

480	151-BBJO	SmartDedupe Capacity License H7 Tier 3=CB
480	856-6923	3 Years ProSupport Mission Critical OneFS Capacity Software Support-Maint
480	856-6746	3 Years ProSupport Mission Critical Enterprise Advanced Bundle Capacity Software Support-Maint
480	856-6543	3 Years ProSupport Mission Critical SmartDedupe Capacity Software Support-Maint
480	854-3369	ProSupport Mission Critical 4-Hour 7x24 Onsite Capacity Addon 3 Years
4	825-6815	None
4	825-6815	None
4	806-7308	Codeliver Notification - Restricted Access: Codeliver Eligible Partners only (Requires ProDeploy or ProDeploy Plus)

Hardware: Dell  
Enterprise:Storage/HCI

PowerScale Chassis

\$2,223.27

1.00

\$2,223.27

Line	Item	QTY	Part Number	Description
				PowerScale Chassis
1			210-BBKN	Base Chassis - Normal H-Series
1			800-BBQV	Informational Purposes Only
1			854-0800	Dell Hardware Limited Warranty
1			854-0810	ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 1 Year
1			854-0812	ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 2 Years Extended
1			854-0819	ProSupport Mission Critical 7x24 Technical Support and Assistance 3 Years
1			975-3461	Dell Limited Hardware Warranty Extended Year(s)
1			989-3439	Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">//www.dell.com/support</a> or call 1-800- 945-3355
1			379-BDPD	ISG Product (info)

Hardware: Dell  
Enterprise:Network

Backend Network Switches

\$21,479.59 2.00 \$42,959.18

Line Item	QTY	Part Number	Description
2			Backend Network Switches
2		210-BCVB	S5232F Dell Networking Switch
2		343-BBSQ	S5232 Series User Guide
2		750-ACVZ	Dell Switch Field Installation Kit for S4148F, S5232, Z9100
2		528-CSYU	OS10 Enterprise Software, S5232F
2		870-3564	Dell Hardware Limited Warranty Initial Year
2		870-3579	ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 1 Year
2		870-3581	ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 2 Years Extended
2		870-3588	ProSupport Mission Critical 7x24 Technical Support and Assistance 3 Years
2		975-3461	Dell Limited Hardware Warranty Extended Year(s)
2		989-3439	Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">//www.dell.com/support</a> or call 1-800- 945-3355

Hardware: Dell  
Enterprise:Storage/HCI

Isilon Accessories

\$1,256.42 1.00 \$1,256.42

Line Item	QTY	Part Number	Description
1			Isilon Accessories
1		210-AXGY	Accessories Label BASE
1		800-BBQV	Informational Purposes Only
1		800-BBQV	Informational Purposes Only
1		800-BBQV	Informational Purposes Only
1		332-1286	US Order
1		379-BDPD	ISG Product (info)
1		929-3709	Thank you for Your Order
1		935-6720	Thank you for Your Order
2		450-AJHP	PWCRD KIT for Normal

		Chassis		
	4	470-AEGH	40G to 10G Breakout (4)SFP+ to (1)QSFP+ 3M	
	8	470-AEGI	CABLE QSFP28 100Gb Pass Copper DAC 3M	
Hardware: Dell Enterprise:Storage/HCI		PowerScale Services		\$0.00 1.00 \$0.00
Hardware: Dell Enterprise:Storage/HCI		Isilon Software		\$1,990.94 1.00 \$1,990.94
	Line Item	QTY	Part Number	Description
	1			Isilon Software
	1		210-AUVD	Isilon SW Only Virtual Base
	1		800-BBQV	Informational Purposes Only
	1		528-CKKR	SmartPools Base License Tier 4=ID
	1		929-3709	Thank you for Your Order
	1		935-6720	Thank you for Your Order
	1		332-1286	US Order
	1		836-0509	ProSupport Mission Critical SmartPools Base Software Support-Maintenance 3 Years
	1		626-BBBG	Storage Software Info
	120		528-CKKP	SmartPools Capacity License Tier 4 =CB
	120		836-0529	ProSupport Mission Critical SmartPools Capacity Software Support- Maintenance 3 Years

**City of Richardson- PowerScale H700**

**Prepared by:**  
 Weaver Technologies LLC  
 Kevin Prifogle  
 (512) 586-5383  
 kevin.prifogle@weavertech.us

**Prepared for:**  
 Richardson, Texas  
 411 W Arapaho Rd  
 Richardson, TX 75080

**Quote Information:**  
 Quote #: QUO-25714-V3H0S2  
 Version: 93367928  
 Delivery Date: 3/29/2022  
 Expiry Date: 4/28/2022



**Quote Summary**

<b>Description</b>	<b>Amount</b>
Hardware	\$299,362.05
Software	\$0.00
Services	\$0.00
Total	\$299,362.05

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

**Weaver Technologies LLC**

Signature \_\_\_\_\_

Kevin Prifogle

Date \_\_\_\_\_

**Richardson, Texas**

Signature \_\_\_\_\_

Richardson, Texas

Date \_\_\_\_\_

# Statement of Work

for



**Isilon Expansion**

**April 14, 2022**

**Developed By**

**Weaver Technologies, LLC  
P.O. Box 2779  
Fredericksburg, Texas 78624**



## Statement of Work

### City of Richardson – Isilon Expansion

This Statement of Work (this “SOW”) is dated and effective April 14, 2022 (“Effective Date”) by and between Weaver Technologies, LLC (“Provider”) and City of Richardson (“Customer”) whereby Weaver Technologies, LLC agrees to provide particular consulting services (“Services”) to the Customer as further described below, subject to the Terms and Conditions attached hereto, which are made a part of this SOW and incorporated herein by this reference.

### Executive Summary

Customer would like to add additional nodes to their existing Isilon cluster and shift nodes around between clusters.

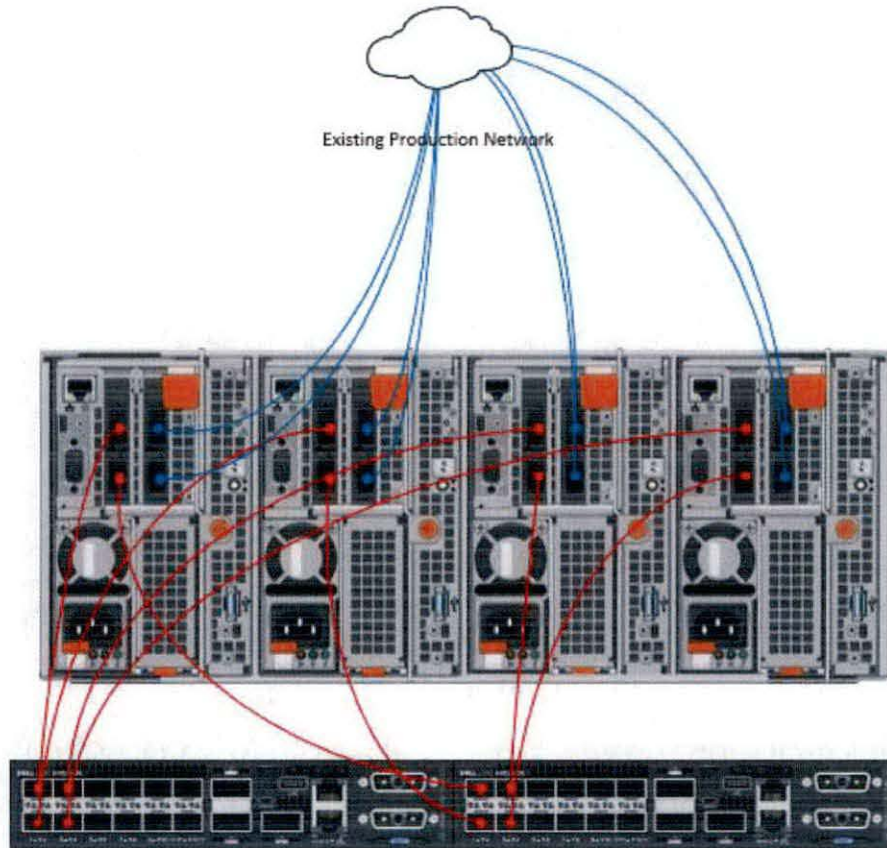
Provider will deploy new Isilon nodes into existing cluster and smart fail nodes and add them to appropriate clusters.

### Project Phase Plan

- **Phase 1 - Project Kickoff Call & Design Session**
  - Hold a project kickoff call with all stakeholders
    - Define project roles and responsibilities
    - Review project scope as defined by the SOW
    - Review project timeline
  - Hold a design session with the Customer engineering team
    - Discover, verify, and document all current applicable equipment and configurations
    - Confirm current applicable equipment settings to see if they meet best practices as needed
    - Create a Design Document of recommended changes to customer as needed
    - Deliver and review Design Document for new equipment and rollout plan
    - Customer acceptance of Design Document Installation and Configuration plan
- **Phase 2 – Implementation – delivered via ProDeploy Plus**
  - Rack a new Isilon chassis with four (4) Isilon nodes into customers existing rack.
  - Replace backend switches and cable existing and new nodes into new backend switches.
  - Add nodes to existing cluster.
  - Update customers licensing file with additional nodes.
- **Phase 3 – Project Closeout**
  - Hold a project closeout call with all stakeholders
    - Confirm all tasks completed to satisfaction

### Project Documentation

- Customer Acceptance Form



### Project Specific Assumptions

- The T&M rate for out-of-scope work or wait time onsite is \$225 per engineer hour, plus any applicable travel expenses. Provider will document any Customer-caused delays or other T&M wait time on the Customer Acceptance Form. Billing will be in fifteen (15) minute increments.
- Unscheduled re-trips to any location for any reason and through no fault of Provider will be billed at \$225 per engineer hour, plus any applicable travel expenses. All re-trips will be billed with a two (2) hour minimum.
- Implementation cancellations or aborts that occur within forty-eight (48) hours of the scheduled project start will be billed at fifty percent (50%) of the Services fee. Implementation cancellations or aborts that occur between two (2) to ten (10) business days prior to the scheduled project start will be billed at ten percent (10%) of the services fee. Implementation cancellations or aborts that occur more than ten (10) business days prior to the scheduled project start will not be billed.



## Provider Responsibilities

- Provider will provide the applicable and necessary labor, consultation, materials, project management and/or tools to perform the Services and provide the Deliverables described herein.

## Customer Responsibilities

- Customer will acquire and/or install all software, hardware, network wiring, permits, licenses and rights of way necessary for the completion of this project in a timeframe that allows Provider to complete or meet the project-specific milestones.
- Customer and its employees, contractors, and agents will: (a) cooperate with reasonable requests by Provider, (b) provide input throughout the project and will review progress at review meetings requested by Provider; and (c) provide Provider with access to all of Customer's relevant information, documentation, and technology, as agreed upon between the parties necessary for Provider to perform the Services. Such cooperation, input, access, are critical to this project, and Customer's representation at all review meetings is essential. Provider is hereby granted and shall have a nonexclusive, royalty-free license, during the term of the Services, to access and use the Customer Technology solely for the purposes of delivering the Services to Customer.
- Customer will ensure that the Provider project staff is given access to all necessary facilities/workspace and is provided all furniture; supplies and equipment required to successfully perform, troubleshoot, and complete the Services for the duration of the Services. In addition, Customer will ensure that the work environment is free of hazardous materials and free from asbestos, and that all Provider personnel are provided with all necessary safety equipment and training while on Customer's or its customer's site.
- Customer will be responsible for providing adequate and secure onsite storage for all deliveries.
- Customer will maintain a backup of all data and programs on affected systems prior to Provider performing the Services and during the term of the SOW. Provider will have no liability for loss or recovery of data, programs, or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
- Customer will be responsible for: (a) Back-up and/or data migration of existing data unless otherwise agreed to by Provider; (b) Computer system and network designs; and (c) Component selection as it relates to the performance of the computer system and/or the network.
- Customer will communicate any issues or concerns with respect to the Services or Deliverables in a timely manner.
- Customer is responsible for providing front end optics for customers switches and providing the appropriate length LC-LC fiber jumper cables.

## Timeframes

Services will be limited to a period not to exceed five (5) contiguous business days; provided, however, in the event the Customer suspends Provider's performance of the services, Provider's performance of this SOW shall be similarly suspended. Any such suspension will not count against the Services Schedule nor will it result in any additional fees, costs, charges, or expenses.

**Termination**

Customer may terminate this SOW for convenience upon providing Provider with thirty (30) days written notice. Upon any termination of this SOW, Customer shall pay all of Provider’s unpaid fees and out-of-pocket expenses accrued through the effective date of such termination. If Customer fails to perform any payment obligations hereunder and such failure remains un-remedied for fifteen (15) days, Provider may suspend its performance until payment is received or terminate this SOW upon written notice.

**Order of Precedence**

This SOW, together with the Purchase Order (if any), states all the rights and responsibilities of, and supersedes all prior and contemporaneous oral and written communications between Provider and Customer regarding this Service. Should a conflict arise between the terms of the Purchase Order and SOW, the following order of precedence shall be followed: first, the PO and second the SOW.

**Signature**

This SOW is only valid if signed within 30 days from April 14, 2022.

City of Richardson	Weaver Technologies, LLC
By:	By:
Print Name:	Print Name: Dwayne E. Alexander
Title:	Title: Director of Services
Date:	Date:

Customer Contact	Owen Chung 972.744.4100 <a href="mailto:Owen.chung@cor.gov">Owen.chung@cor.gov</a>
Provider Contact	Kevin Prifogle 512.586.5383 <a href="mailto:Kevin.prifogle@weavertech.us">Kevin.prifogle@weavertech.us</a>
Location Where Work Will Be Performed	411 W Arapaho Rd Richardson TX 75080





**RICHARDSON**  
TEXAS

**MEMO**

**DATE:** April 18, 2022  
**TO:** Keith Dagen – Director of Finance  
**FROM:** Ally Dobbins – Purchasing Manager *AD*  
**SUBJECT:** Award of Bid #65-22 for a cooperative Job Order Contract (“JOC”) for Mark Twain and Heights Park Ballfield Fence Replacement to Viking Fence Company in the amount of \$119,300 through the Region VIII Education Service Center’s cooperative purchasing program, The Interlocal Purchasing System (“TIPS”), on Contract #210205

**Proposed Date of Award: April 25, 2022**

I concur with the recommendation of Lori Smeby –Director of Parks and Recreation, and request permission to issue a purchase order for Mark Twain and Heights Park ballfield fence replacements to Viking Fence Company in the amount of \$119,300, as provided in the attached quote.

Job order contracting is a variable term, indefinite delivery, and indefinite quantity contract for construction services on an on-call basis through negotiated line item delivery orders (job orders) to include minor construction, repair, renovation, alterations, maintenance projects and limited architectural and engineering designed projects. Pricing is based upon the contract’s priced coefficient applied to the city cost index and the line items in the RS Means unit price book. When the line items are agreed to, it becomes a lump sum firm fixed price contract for that negotiated scope of services. Job order contracting is authorized by Texas Government Code Section 2269.401.

The above referenced services have been competitively bid through TIPS Contract #210205. The City of Richardson participates in the TIPS program through its existing interlocal agreement for cooperative purchasing pursuant to Texas Government Code Section 791.025 and Texas Local Government Code Section 271.102.

Funding is provided from the Parks Maintenance Fund, Project #s MF2201 and MF2202.

Concur:

Keith Dagen

ATTACHMENTS



**RICHARDSON, TX**  
**PARKS & RECREATION**

**MEMORANDUM**

**TO:** Ally Dobbins, Purchasing Director  
**FROM:** Shohn Rodgers, Assistant Director of Parks and Recreation  
**DATE:** April 14, 2022  
**RE:** Mark Twain & Heights east Ballfield Fencing Renovations

The Parks and Recreation Department recommends that a contract be awarded to Viking Fence Co., Ltd. for the demolition and installation of ballfield backstops and fencing in Mark Twain Park and Height Park, pursuant to TIPS contract #210205. This will be replacing old backstop fence material that is past its prime with new fencing to improve the playing experience for park patrons. Viking Fence Co., Ltd. has provided demolition and installation for tennis courts and backstops at other park sites in the past.

The total cost of the demolition and installation will be \$119,300.00. Funding for this purchase has been allocated in the Parks Maintenance Fund, Project # MF2201 & MF2202.

Parks and Recreation Dept. Approval:

Date:

4/15/22





## **Viking Fence Co., Ltd.**

2975 Industrial Ln  
Garland, Texas 75041  
(972)-293-1265, 1-800-252-8117  
paul@vikingfencedallas.com

### **TIP # 210205**

Project: City of Richardson Project  
Date: 1/31/22

#### **Contact Info:**

Richardson Parks and Recreation  
1260 Columbia Drive  
P.O. Box 830309  
Richardson, TX 75083

#### **Contact Name**

Chris Acuff  
972-744-4469  
Chris.Acuff@cor.gov

#### **Job Site:**

Varies Sites  
Richardson, TX

### **DESCRIPTION OF WORK**

#### **The Heights Left Baseball Field**

- Remove 64ft of existing 18ft chain link fence and framing
- Furnish and Install 64ft of 18ft tall chain link fence
- Backstops to have 9ga galvanized chain link with 2" mesh
- Includes (5) rails of 1-5/8" schedule 40 top rail on backstop
- Remove 104ft of existing 10ft chain link fence and framing
- Furnish and Install 104ft of 10ft tall chain link fence
- Chain Link to be 9ga galvanized chain link with 2" mesh
- Includes (4) rails of 1-5/8" schedule 40 top rail on backstop
- Remove 100ft of existing 8ft chain link fence and framing
- Furnish and Install 100ft of 8ft tall chain link fence
- Chain Link to be 9ga galvanized chain link with 2" mesh
- Includes (3) rails of 1-5/8" schedule 40 top rail on backstop
- Remove 165ft of existing 6ft chain link fence and framing
- Furnish and Install 165ft of 6ft tall chain link fence
- Chain Link to be 9ga galvanized chain link with 2" mesh
- Includes (3) rails of 1-5/8" schedule 40 top rail on backstop
- Includes (2) 6ft tall x 4ft wide walk gates
- All line post to be 2-3/8" schedule 40 post
- All end and walk gate post to be 2-7/8" schedule 40 post
- Existing post in concrete mow strip on backstops to be reused
- All post reused will be painted galvanized
- Existing post in dirt to be replaced
- Includes all associated fencing hardware

**For the Sum of \$40,450.00**

**Mark Twain Baseball Field**

- Remove 80ft of existing 18ft chain link fence and framing
- Furnish and Install 80ft of 18ft tall chain link fence
- Backstops to have 9ga galvanized chain link with 2" mesh
- Includes (5) rails of 1-5/8" schedule 40 top rail on backstop
- Remove 104ft of existing 10ft chain link fence and framing
- Furnish and Install 104ft of 10ft tall chain link fence
- Chain Link to be 9ga galvanized chain link with 2" mesh
- Includes (4) rails of 1-5/8" schedule 40 top rail on backstop
- Remove 100ft of existing 8ft chain link fence and framing
- Furnish and Install 100ft of 8ft tall chain link fence
- Chain Link to be 9ga galvanized chain link with 2" mesh
- Includes (3) rails of 1-5/8" schedule 40 top rail on backstop
- Remove 1,100ft of existing 6ft chain link fence and framing
- Furnish and Install 1,100ft of 6ft tall chain link fence
- Chain Link to be 9ga galvanized chain link with 2" mesh
- Includes (3) rails of 1-5/8" schedule 40 top rail on backstop
- Includes (3) 6ft tall x 4ft wide walk gates
- Includes (1) 6ft tall x 16ft wide double drive gates
- All line post to be 2-3/8" schedule 40 post
- All end and walk gate post to be 2-7/8" schedule 40 post
- Double drive gate post to be 4" schedule 40
- Existing post in concrete mow strip on backstops to be reused
- All post reused will be painted galvanized
- Existing post in dirt to be replaced
- Includes all associated fencing hardware

**For the Sum of \$78,850.00**

**Total Project For the sum of \$119,300.00**

**General Exclusions:**

- Any quantities extra than what is in this quotation.
- Any mow strip under fence
- Sales Tax

**Permanent Fence Installation - Terms & Conditions****Proposal Terms and Conditions**

This bid is based upon the plans, specifications and drawings given to Viking Fence at the time of this bid, and assumes utilization of industry-standard material and labor types and quantities. Viking does not provide engineering or architectural services. If any documents provided to Viking for reliance in making this bid later prove to be incomplete or inaccurate, to an extent requiring Viking to utilize parts or labor in excess of those used in preparing this bid, Viking reserves the right to amend this bid as may be necessary to comply with changes in the foregoing documents, and to amend any contract made in reliance upon the price quotes contained in this bid. To the extent that any documents submitted to Viking by you for review in making this bid incorporate by reference any other document not given to Viking, or refer Viking to the contents of any other document not given by you to Viking, Viking will not be bound by the contents of any such document unless: (1) it is a public statute, rule, ordinance, or published industry code (for example, the Int'l Building Code); or (2) such document may be readily downloaded on the internet from a website or other URL to which Viking is given access prior to making this bid. No merger or integration clause in any subsequent contract executed by Viking is intended to supersede this paragraph, because Viking cannot knowingly bind itself to any contract terms contained in documents to which Viking is not given access before signing a final contract.

**Payment Terms:**

Payment due upon completion unless approved for credit. Net 30 terms, w/ regular progress billing as project is completed. Credit approval may be required. Retainage, if applicable, TBD. **Any accounts past due will be charged 1.5% monthly interest (as allowed per State Law).**

**Insurance/Price:**

All work done in professional manner by experienced, insured personnel. **Quote is valid for 15 days** and is preliminary based on estimated footage and initial scope of work. Final contract price will be determined with field measurement of actual completed iron work.

**Warranty:**

Viking Fence Co, Ltd hereby guarantees the workmanship and material for the contracted job, per the original contract as follows (a copy of our warranty can be downloaded at <http://www.vikingfence.com/warranty-certificate.html>):

- (1) All Material is guaranteed to be as specified in original contract. Viking warranties that all work will be free of workmanship defects for one year from the date of installation and all defects occurring within that period shall be replaced at no cost to the owner. Any exceptions to this must be specified in original purchase contract.
- (2) Western Red cedar products provided will be consistent with our grading standards...see copy of Western Red Cedar Grading Standards. Defective material is defined as material that does not meet the grading standards or is structurally compromised if applicable. Western Red Cedar is a natural product, in which cracks, wane or checking may appear over time.
- (3) Pre-manufactured ornamental iron products are supplied with original manufacturer's warranties (ranging in term from 5 to 20 years, based on product).
- (4) Abuse or neglect of installed materials shall void this warranty.
- (5) All implied warranties, including merchantability, are limited to one year.
- (6) Viking does not warranty any Western Red Cedar wood fence material against termite infestation. We encourage our customers to read our Western Red Cedar page on our website for more detailed information regarding termites and to consult with your pest control professional.
- (7) Viking is not responsible for damage caused by shifting soil/terrain.
- (8) Gate Operators and other access control systems and accessories are supplied with original manufacturer's warranties. During the first year, defects in these components will be repaired without charge to the customer. After the first year, the customer will be charged for repair labor costs, but not for parts costs, as long as the original manufacturer's warranty is still valid.
- (9) Non-payment, in part or in whole, by the customer for services rendered or materials provided, per the original contract or invoice, shall void this warranty.

The warranties given above shall be the exclusive remedy for any breach by Viking Fence, and all liability for consequential, special or incidental damages is disclaimed.

**Other:**

**Mechanics Lien:** All materials remain the property of Viking Fence Inc. until the contract is paid in full. Customer is responsible for obtaining all necessary permits, except where noted. Viking Fence is relieved of all liability related to location and property lines. Viking Fence is not responsible for damage to any underground lines or pipes. A copy of all other Viking Standard Subcontract Terms included with this proposal are posted at <http://www.vikingfence.com/standard-commercial-subcontract-terms>.



**RICHARDSON**  
TEXAS

**MEMO**

**DATE:** April 20, 2022  
**TO:** Keith Dagen – Director of Finance  
**FROM:** Ally Dobbins – Purchasing Manager *AD*  
**SUBJECT:** Award of Bid #66-22 for the Cooperative Purchase of Five (5) Chevrolet Tahoes for Police Department to Reliable Chevrolet at a unit price of \$36,130.50 and in the total amount of \$180,652.50 and issue a Letter of intent for Seven (7) Chevrolet Tahoes in the total amount of \$252,913.50 through Sheriffs' Association of Texas Contract #22-03-1008

**Proposed Date of Award: April 25, 2022**

I concur with the recommendation of Ernie Ramos – Fleet and Materials Manager and Gary Tittle – Chief of Police, and request permission to issue a purchase order for five (5) Chevrolet Tahoes for Police Department to Reliable Chevrolet at an estimated unit price of \$36,130.50 and in the total amount of \$180,652.50, which includes an estimated 5% increase from current pricing, as provided in the attached quote.

I also concur with the recommendation to issue a letter of intent to Reliable Chevrolet for seven (7) Chevrolet Tahoes in the total amount of \$252,913.50 utilizing FY2023 funds. A letter of intent would secure the City's place in line to order the units; however, it does not legally bind the City to make the purchase until next year's budget has been approved and a contract has been awarded by the City Council.

The above referenced vehicles have been competitively bid through Sheriffs' Association of Texas Contract #22-03-1008. All local government agencies in the State of Texas can participate in the Sheriffs' Association of Texas Vehicle Procurement Program.

Funding is provided from insurance reimbursements and the Equipment Replacement Fund.

Concur:

  
Keith Dagen

ATTACHMENTS



**RICHARDSON**  
**TEXAS**

DATE: April 15, 2022

TO: Ally Dobbins, Purchasing Manager

THROUGH: Gary Tittle, Police Chief *ALT 4-18-2022*

FROM: Ernie Ramos, Fleet & Materials Manager *E.R.*

RE: Capital Equipment Purchase & Letter of Intent, Chevrolet Tahoes via Sheriffs Association of Texas, Contract # 22-03-1008, Contract expires 10/31/2022

General Motors has informed all Chevrolet dealers that the order bank will open on May 19, 2022, for the 2023 Chevrolet Tahoe pursuit model that is used by police departments nationwide. The Fleet Representative at Reliable Chevrolet, Doug Adams, has informed me that the order bank will likely close prior to the adoption of the FY 2023 budget. He also informed me that the city must provide a Purchase Order or letter of intent during this order bank window to secure its place in line to purchase 2023 Chevrolet Tahoes. A letter of intent would secure the City's place in line to order the units; however, it does not legally bind the City to make the purchase until next year's budget has been approved and a contract has been awarded by the City Council.

Currently, there is a need to purchase five (5) Tahoes to replace units which were lost in accidents from September 2021 through March 2022. I am requesting Council authorization to issue a Purchase Order for these five (5) Tahoes. Additionally, staff is recommending replacing seven (7) Tahoes in FY 2023. I am also requesting Council authorization to submit a letter of intent to purchase an additional seven (7) units from Reliable Chevrolet utilizing FY 2023 funds.

I have reviewed the Sheriffs Association of Texas contract referenced above and received an estimated quote from Reliable Chevrolet for \$34,410 per unit. Pricing for the 2023 Tahoes are not yet available; however, we anticipate a 5% increase from current estimated pricing (attached) which would result in an estimated cost of \$36,130.50 per unit for a total cost of \$180,652.50 for the five (5) Tahoes to be ordered this fiscal year and an additional \$252,913.50 for the seven (7) Tahoes to be ordered for fiscal year 2023 (\$433,566 for all twelve (12) units).

The five (5) units to be ordered now in FY 2022 are being funded from insurance reimbursements and the Equipment Replacement Fund. The seven (7) units to be referenced on a letter of intent will be funded from the Equipment Replacement Fund if approved in the FY 2023 budget.

Attachment/s: Reliable Chevrolet Quote (1-page)

CC: Brian Meli, Traffic Sergeant  
Jamie Gerhart, Patrol Captain  
Michael Bussiere, Assistant Chief-Operations

: ER



SHERIFFS ASSOCIATION OF TEXAS	<b>CONTRACT PRICING WORKSHEET</b> For MOTOR VEHICLES Only	Contract No.:	22-03-1008	Date Prepared:	3/25/2022
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This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be emailed to Reliable Chevrolet @ [dadams@reliablechevrolet.com](mailto:dadams@reliablechevrolet.com) or faxed to 972-952-8172.

Therefore please type or print legibly.

Buying Agency:	CITY OF RICHARDSON	Contractor:	RELIABLE CHEVROLET
Contact Person:	ERNIE RAMOS	Prepared By:	DOUG ADAMS
Phone:		Phone:	972-952-1561
Fax:		Fax:	972-952-8172
Email:		Email:	<a href="mailto:dadams@reliablechevrolet.com">dadams@reliablechevrolet.com</a>

Spec #:	99	Description:	2022 TAHOE PPV 9C1 - NO PRICING AVAIL FOR 2023 TILL MAY - ADD 5% FOR BUDGET
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**A. Product Item Base Unit Price Per SAT Contract:** LONGHORN DISTRICT 32799

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
7X3 - LH SPOT W/ LED BULB (INCL IN BASE)	INCL	PPV - POLICE PURSUIT VEHICLE - REQUIRED	INCL
6C7 - RED/WHITE DOME LAMP	155	5Y1 - DELETE 20% CENTER - REQUIRED	INCL
AZ3 - 40/20/40 FRONT SEAT	0	AG2 - POWER PASSENGER SEAT - REQUIRED	INCL
6E2 - KEYED ALIKE	23	7X3 - LH SPOT - REQUIRED	INCL
AMF - 4 EXTRA FOBS	68	5T5 - VINYL REAR SEAT - REQUIRED	INCL
6J4 - HORN/SIREN CIRCUIT WIRING	50	ZAK - POLICE RATED SPARE - REQUIRED	INCL
DRZ - REAR CAMERA MIRROR	432	VK3 - FRONT LICENSE PLANT BRACKET - REQ'D	INCL
V76 - FRONT TOW HOOKS	46	9G8 - DRL DELETE	46
6J7 - HEADLAMP/TAILLAMP FLASHER	46	5YR/100,000 POWERTRAIN WARRANTY	INCL
R9Y - FLEET MAINTENANCE CREDIT	-31	VPV - SHIP THRU TO KERR INDUSTRIES (NEW)	125
5T5 - REAR VINYL SEAT	0	Subtotal From Additional Sheet(s):	
AU7 - FLEET KEYED ALIKE	23	2 KEYS AT DELIVERY incl	Subtotal B: 983

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
UN9 - RADIO SUPPRESSION PACKAGE	86	6J3 - GRILLE LAMP AND SPEAKER WIRING	84
6N5 - REAR WINDOW SWITCH INOP	52	Subtotal From Additional Sheet(s):	
6N6 - REAR DOOR LOCK INOP	56	EXTERIOR COLOR - WHITE	Subtotal C: 278

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	1%
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**D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)**

Quantity Ordered:	1	X Subtotal of A + B + C:	34060	=	Subtotal D:	34060
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**E. SAT Order Processing Charge (Amount Per Current Policy)**

Subtotal E:	\$350
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**F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

Description	Cost	Description	Cost
5.3L V8, AUTO, A/C F&R, CLOTH 40/20/40 FRONT	STD	DELIVERY	INCL
KEYLESS ENTRY, TRAILER HITCH	STD	LOCK DIFF, DUAL BATT, TILT/CRUISE	STD
POWER SEAT, PW, PDL, RUN BOARD	STD	Subtotal F:	
		0	

Delivery Date:	FALL 2022	<b>G. Total Purchase Price (D+E+F):</b>	34410
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**RICHARDSON**  
TEXAS

**MEMO**

**DATE:** April 18, 2022  
**TO:** Keith Dagen – Director of Finance  
**FROM:** Ally Dobbins – Purchasing Manager *AD*  
**SUBJECT:** Change Order to increase Purchase Order #191674 to Rebcon, Inc. for Main Street Reconstruction in the amount of \$509,152.04

**Proposed Date of Change Order Authorization: April 25, 2022**

I concur with the recommendation of Shawn Poe – Director of Engineering, and request permission to increase the above referenced purchase order in the amount of \$509,152.04 to a total contract value of \$16,652,392.99, as outlined in the attached memo.

Texas Local Government Code Section 252.048 allows for change orders to contracts if changes in plans or specifications are necessary after the performance of the contract is begun or to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished. The contract may not be increased by more than 25% of the original contract amount and any change order that involves a decrease or increase of over \$50,000 must be approved by the governing body of the municipality.

This change order requires approval by the governing body because it is over \$50,000.

Concur:

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

ATTACHMENT



TO: Todd Gastorf, Purchasing Manager

THROUGH: Don Magner, City Manager's Office *[Signature]*

FROM: Shawn Poe, Director of Engineering *[Signature]*  
*4/12/22*

SUBJECT: Permission to Increase Main Street Reconstruction,  
CSP No. 903-19

DATE: April 11, 2022

**ACTION REQUESTED:**

Council to consider an additive change order to PO# 191674 for Main Street Reconstruction Project in the amount of \$509,152.04 for a total of \$16,652,392.99.

**ACCOUNT SUMMARY:**

Award Amount	\$ 16,143,240.95
Change Order #1	\$ 509,152.04
<b>Total Authorized Contract Amount</b>	<b>\$ 16,652,392.99</b>

**BACKGROUND INFORMATION:**

The Main Street Reconstruction project originally included North and South McKinney and additional widening of Main Street east of Greenville Ave, which were removed from scope in 2019 to get the project within budget.

This North and South McKinney Reconstruction was included and approved in the 2021 Bond Program and subsequently Dallas County agreed to share in the cost through a Project Specific Agreement approved by City Council in January 2022. (See locator map)

Rebcon, the Main Street Reconstruction contractor, agreed to amend their contract to include North and South McKinney as originally intended. Due to quantity underruns and other contract savings, only a \$509,152.04 increase in contract is required to complete North and South McKinney Streets.

**FUNDING:**

Funding for this change order will come from prior year CO's and the 2021 Bond Program.

cc:





**Main Street Reconstruction (Phase II)  
(McKinney St.)**

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.

