

RICHARDSON CITY COUNCIL
APRIL 11, 2011
7:30 P.M.
CIVIC CENTER/CITY HALL, 411 W. ARAPAHO, RICHARDSON, TX

1. **INVOCATION**
 2. **PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS**
 3. **MINUTES OF THE MARCH 28, 2011 MEETING**
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4. VISITORS. (THE CITY COUNCIL INVITES CITIZENS TO ADDRESS THE COUNCIL ON ANY TOPIC NOT ALREADY SCHEDULED FOR PUBLIC HEARING. PRIOR TO THE MEETING, PLEASE COMPLETE A "CITY COUNCIL APPEARANCE CARD" AND PRESENT IT TO THE CITY SECRETARY. THE TIME LIMIT IS FIVE MINUTES PER SPEAKER.)
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5. CONSIDER APPOINTMENTS TO THE TAX INCREMENT FINANCE ZONE #1 BOARD OF DIRECTORS.

ACTION TAKEN:

ACTION ITEMS:

6. CONSIDER ORDINANCE NO. 3816, APPOINTING GEORGE MCKEARIN AS A NEW ASSISTANT MUNICIPAL JUDGE OF THE MUNICIPAL COURT OF RECORD NO. 1 OF THE CITY OF RICHARDSON.

ACTION TAKEN:

7. CONSIDER ORDINANCE NO. 3814, AUTHORIZING THE ISSUANCE OF CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2011 AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

ACTION TAKEN:

8. CONSIDER ORDINANCE NO. 3815, AUTHORIZING THE ISSUANCE OF CITY OF RICHARDSON, TEXAS, ADJUSTABLE RATE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011 AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

ACTION TAKEN:

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

9. **CONSENT AGENDA:**

- A. CONSIDER RESOLUTION NO. 11-12, APPROVING THE TERMS AND CONDITIONS OF A PROJECT SUPPLEMENTAL AGREEMENT TO THE MASTER AGREEMENT GOVERNING MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS, BY AND BETWEEN THE CITY OF RICHARDSON, TEXAS, AND THE COUNTY OF DALLAS, TEXAS, FOR THE PURPOSE OF PARTICIPATING IN THE MAIN STREET/BELT LINE ROAD MCIP PROJECT 12105 FROM INTERURBAN ROAD TO US 75, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER.
- B. CONSIDER AWARD OF THE FOLLOWING BIDS:
1. BID #35-11 – WE REQUEST AUTHORIZATION TO ISSUE A COOPERATIVE ANNUAL REQUIREMENTS CONTRACT FOR OFFICE SUPPLIES TO STAPLES BUSINESS ADVANTAGE IN AN ESTIMATED ANNUAL AMOUNT OF \$175,000 PURSUANT TO CONTRACT PRICES THROUGH THE NATIONAL JOINT POWERS ALLIANCE.
 2. BID #36-11 – WE REQUEST AUTHORIZATION TO ISSUE A CO-OP PURCHASE ORDER TO SAM PACK'S FIVE STAR FORD FOR A KNUCKLEBOOM TRUCK FOR THE SOLID WASTE DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT STATEWIDE PURCHASING COOPERATIVE BUYBOARD CONTRACT #358-10 FOR A TOTAL EXPENDITURE OF \$134,124.
 3. BID #37-11 – WE REQUEST AUTHORIZATION TO ISSUE A CO-OP PURCHASE ORDER TO PROFESSIONAL TURF PRODUCTS FOR A HIGH SPEED TURF MOWER FOR THE PARKS & RECREATION DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT STATEWIDE PURCHASING COOPERATIVE BUYBOARD CONTRACT #292-08 FOR A TOTAL EXPENDITURE OF \$86,706.14.
 4. BID #39-11 – WE REQUEST AUTHORIZATION TO ISSUE A CO-OP PURCHASE ORDER TO CUMMINS SOUTHERN PLAINS, LLC FOR THREE DIESEL GENERATORS FOR THE INFORMATION SERVICES DEPARTMENT THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS CONTRACT #GE02-10 IN THE AMOUNT OF \$74,508.

THE RICHARDSON CITY COUNCIL WILL MEET AT 5:30 P.M. ON MONDAY, APRIL 11, 2011, IN THE RICHARDSON ROOM OF THE CIVIC CENTER/CITY HALL, 411 W. ARAPAHO, RICHARDSON, TEXAS. AS AUTHORIZED BY SECTION 551.071(2) OF THE TEXAS GOVERNMENT CODE, THIS MEETING MAY BE CONVENED INTO CLOSED EXECUTIVE SESSION FOR THE PURPOSE OF SEEKING CONFIDENTIAL LEGAL ADVICE FROM THE CITY ATTORNEY ON ANY AGENDA ITEM LISTED HEREIN. THIS BUILDING IS WHEELCHAIR ACCESSIBLE. ANY REQUESTS FOR SIGN INTERPRETIVE SERVICES MUST BE MADE 48 HOURS AHEAD OF THE MEETING. TO MAKE ARRANGEMENTS, CALL 972-744-4000 VIA TDD OR CALL 1-800-735-2989 TO REACH 972-744-4000.

WORK SESSION – 6:00 P.M.:

- Call to Order
- A. Review and Discuss Items Listed on the City Council Meeting Agenda
 - B. Review and Discuss the Series 2011 Debt Issuance Activity
 - C. Review and Discuss the State of the University of Texas at Dallas
 - D. Report on Items of Community Interest

I CERTIFY THE ABOVE AGENDA WAS POSTED ON THE BULLETIN BOARD AT THE CIVIC CENTER/CITY HALL ON FRIDAY, APRIL 8, 2011, BY 5:00 P.M.

Pamela Schmidt
CITY SECRETARY
VLS

MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL
March 28, 2011
City of Richardson, Texas

A Regular Meeting of the City Council was held at 7:30 p.m., Monday, March 28, 2011 with a quorum of said Council present, to-wit:

Gary Slagel	Mayor
Bob Townsend	Mayor Pro Tem
Mark Solomon	Council member
John Murphy	Council member
Bob Macy	Council member
Steve Mitchell	Council member
Amir Omar	Council member

City staff present:

Bill Keffler	City Manager
Dan Johnson	Deputy City Manager
Michelle Thames	Assistant City Manager Administrative Services
David Morgan	Assistant City Manager Community Services
Cliff Miller	Assistant City Manager Development Services
EA Hoppe (<i>absent</i>)	Assistant to the City Manager
Pamela Schmidt	City Secretary

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1. **INVOCATION**
 2. **PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS**
 3. **MINUTES OF THE MARCH 14, 2011 MEETING**

ACTION TAKEN: Mr. Solomon moved to approve the minutes as presented; second by Mr. Omar and the motion was approved with a unanimous vote.

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4. **VISITORS.** (*THE CITY COUNCIL INVITES CITIZENS TO ADDRESS THE COUNCIL ON ANY TOPIC NOT ALREADY SCHEDULED FOR PUBLIC HEARING. PRIOR TO THE MEETING, PLEASE COMPLETE A "CITY COUNCIL APPEARANCE CARD" AND PRESENT IT TO THE CITY SECRETARY. THE TIME LIMIT IS FIVE MINUTES PER SPEAKER.*)

None

ALL ITEMS LISTED UNDER ITEM 5 OF THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSIONS OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND WILL BE CONSIDERED SEPARATELY:

5. **CONSENT AGENDA:**

ACTION TAKEN: Mr. Murphy moved approval of the consent agenda as presented; second by Mr. Townsend and the motion was approved with a unanimous vote.

A. Ordinances:

1. Ordinance No. 3812 amending the Comprehensive Zoning Ordinance and Zoning Map to grant a change in zoning to grant a special permit for a pet rescue and adoption organization located at 561 West Campbell Road, located on a 2.6-acre tract of land zoned LR-M(2) Local Retail, said tract being described as Lot 1, Block 1, Revised Christon Addition in Dallas County, Texas.
2. Ordinance No. 3813 amending the Code of Ordinances by amending Section 5-9 to allow on line registration for animals.

B. Resolutions:

1. Resolution No. 11-10 approving the terms and conditions of an agreement for Mutual Aid by and between the City of Richardson, Texas and other participating Local Governments of the State of Texas for the purpose of providing Fire Protection Services in the event of an emergency, disaster and/or civil disaster as provided in the agreement.
2. Resolution No. 11-11 authorizing the City Manager to negotiate and execute economic development agreements pursuant to Chapter 380, Texas Local Government Code, by and between the City of Richardson and VCE Company, LLC (VCE).

C. Advertisement of the following bids:

1. Bid #22-11 – Waterline and Pavement Replacement Project (Meadowgate/Allison/Piper/drake). Bids to be received by Thursday, April 21, 2011 at 2:00 p.m.
2. Re-bid #34-11 and rejection of Bid #05-11 – 800 block of James Drive Storm Sewer Improvements. Bids to be received by Wednesday, April 20, 2011 at 2:00 p.m.

D. Award of the following bids:

1. Bid #27-11 – award to Jonesplan of Texas LLC, for the Parks Renovations – Irrigation Systems (Berkner Park/Canyon Creek Park/Yale Park) in the amount of \$373,695.
2. Bid #32-11 – authorization to issue a Cooperative Contract for Pavement Leveling Services to Nortex Concrete Lift & Stabilization, Inc. pursuant to unit prices through the City of Grand Prairie Bid #07037.
3. Bid #33-11 – award to Allstar Restoration for the emergency purchase to repair water line damage at the Charles W. Eisemann Center for an amount not to

exceed \$93,733.70 pursuant to Local Government Code, Chapter 252.022(a)(1)(2)(3) for a procurement that requires immediate appropriation of money due to a public calamity, to protect the public health of citizens, and to repair the unforeseen damage of public equipment.

Mayor Slagel announced that Council would reconvene in Work Session in the Richardson Room and adjourned the Regular meeting at 7:38 p.m.

MAYOR

ATTEST:

CITY SECRETARY



**City of Richardson
City Council Meeting
Agenda Item Summary**



Meeting Date: Monday, April 11, 2011

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

Staff Resource: Pamela Schmidt, City Secretary

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

In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. However your concerns will be addressed by City staff, may be placed on a future agenda, or by some other course of resolution.

Board/Commission Action: N/A

Action Proposed: Receive comments by visitors.





**City of Richardson
City Council Meeting
Agenda Item Summary**



Meeting Date: Monday, April 11, 2011

Agenda Item: Consider appointments to Tax Increment Finance Zone #1 Board of Directors

Staff Resource: Bill Keffler, City Manager

Summary: TIF Board
Reappoint Richard Ramey – term expiring 4/9/13
Reappoint Kimberly Aaron – term expiring 4/9/13
Reappoint Charles Bissell – term expiring 4/9/13
Reappoint Tony Reynolds – term expiring 4/9/13
Reappoint Hank Mulvihill – term expiring 4/9/13
Reappoint Paul Peck – term expiring 4/9/13
Reappoint Erik Wyse – term expiring 4/9/13

Board/Commission Action: N/A

Action Proposed: Consider motion approving the appointments noted above.

ORDINANCE NO. 3816

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

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

WHEREAS, the City Council finds that George McKearin should be appointed as an assistant municipal judge of the Municipal Court of Record No. 1;

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

SECTION 1. That the City Council specifically finds and determines that George McKearin shall be and is hereby appointed as an Assistant Municipal Judge of the Municipal Court of Record No. 1 of the City of Richardson, to serve the unexpired term of office of two (2) years, which expires April 27, 2012.

SECTION 2. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be invalid, void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance which shall remain in full force and effect.

SECTION 3. That all provisions of the ordinances of the City of Richardson, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. This ordinance shall take effect immediately upon its passage as the law and charter provide in such cases.

DULY PASSED by the City Council of the City of Richardson, Texas, on the _____
day of April, 2011.

APPROVED:

MAYOR

APPROVED AS TO FORM:



CITY ATTORNEY
(PGS:tlo:04-06-11:48684)

CORRECTLY ENROLLED:

CITY SECRETARY

ORDINANCE NO. 3814

AN ORDINANCE authorizing the issuance of "CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2011"; 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 \$7,965,000 for the purpose of paying contractual obligations to be incurred for (1) acquiring, constructing, improving, renovating, and equipping park and recreation facilities, fire fighting facilities, animal shelter facilities and communication and information systems, (2) providing equipment and vehicles for emergency management, information services, police, fire, streets, traffic and transportation, parks and recreation, municipal library, citizen's information television, animal services, fleet services and solid waste services departments, (3) improving and extending the City's water and sewer system and (4) professional services rendered in connection therewith, has been duly published in *The Dallas Morning News*, a newspaper hereby found and determined to be of general circulation in the City of Richardson, Texas, on March 11, 2011 and March 18, 2011, the date of the first publication of such notice being not less than thirty-one (31) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

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

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

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

SECTION 1. Authorization – Designation – Principal Amount – Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$7,965,000 to be designated and bear the title "CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2011" (the "Certificates"), for the purpose of paying contractual obligations to be incurred for (1) acquiring, constructing, improving, renovating, and equipping park and recreation facilities, fire fighting facilities, animal shelter facilities and communication and information systems, (2) providing equipment and vehicles for emergency management,

information services, police, fire, streets, traffic and transportation, parks and recreation, municipal library, citizen’s information television, animal services, fleet services and solid waste services departments, (3) improving and extending the City’s water and sewer system and (4) professional services rendered in connection therewith; and, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2. Fully Registered Obligations – Authorized Denominations – Stated Maturities – Date. The Certificates are issuable in fully registered form only; shall be dated April 1, 2011 (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>
2012	\$ 825,000	_____ %
2013	1,010,000	
2014	1,065,000	
2015	1,115,000	
2016	340,000	
2017	350,000	
2018	365,000	
2019	390,000	
2020	160,000	
2021	170,000	
2022	175,000	
2023	185,000	
2024	195,000	
2025	200,000	
2026	210,000	
2027	220,000	
2028	230,000	
2029	240,000	
2030	255,000	
2031	265,000	

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, 2012, until maturity or prior redemption.

SECTION 3. Terms of Payment – Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the “Holders”) appearing on the Security Register (defined below) maintained

by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

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

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

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

Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4. Redemption.

(a) Optional Redemption. The Certificates having Stated Maturities on and after February 15, 2022, 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, 2021 or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

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

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

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

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys sufficient for the payment of such Certificate (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

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

SECTION 5. Registration – Transfer – Exchange of Certificates – Predecessor Certificates. A Security Register relating to the registration, payment, and transfer or exchange of the Certificates shall at all times be kept and maintained by the City at the Designated Payment/Transfer Office of the Paying Agent/Registrar and at a place within the State of Texas, as provided herein and in accordance with the provisions of an agreement with the Paying Agent/Registrar and such rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

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

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

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

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

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

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

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

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

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general, or the City decides to discontinue use of the system of book-entry transfers through DTC, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and provide for the Certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security

Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4, and 5 hereof.

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

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

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

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

SECTION 9. Forms.

A. Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to appear on the Initial Certificate, the Registration Certificate of Paying Agent/Registrar to appear on the definitive Certificates, and the form of

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

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

B. Form of Definitive Certificate.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF RICHARDSON, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2011

Certificate Date:	Interest Rate:	Stated Maturity:	CUSIP No.:
April 1, 2011	_____ %	_____	_____

Registered Owner: _____

Principal Amount: _____ DOLLARS

The City of Richardson (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Dallas and Collin, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above (the "Registered Owner"), or the registered assigns thereof, the Principal Amount stated above, on the Stated Maturity date specified above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest (computed on the basis of a 360-day year consisting of twelve 30-day months) on the unpaid Principal Amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the Certificate Date) at the per annum rate of interest specified above; such interest being payable on February 15 and

August 15 of each year, commencing February 15, 2012, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or upon its prior redemption to the Registered Owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the Registered Owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the Registered Owner recorded in the Security Register on the Record Date or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday or a day when banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$7,965,000 (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (1) acquiring, constructing, improving, renovating, and equipping park and recreation facilities, fire fighting facilities, animal shelter facilities and communication and information systems, (2) providing equipment and vehicles for emergency management, information services, police, fire, streets, traffic and transportation, parks and recreation, municipal library, citizen's information television, animal services, fleet services and solid waste services departments, (3) improving and extending the City's water and sewer system and (4) professional services rendered in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the governing body of the City (herein referred to as the "Ordinance").

The Certificates maturing on and after February 15, 2022, 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, 2021, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption and upon thirty (30) days prior written notice being sent by United States Mail, first class postage prepaid, to the Registered Owners of the Certificates to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance. If this Certificate (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the

principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

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

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

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

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the Registered Owner hereof by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the properties constituting the System; the limited amount of Net Revenues pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the pledge; the terms and conditions relating to the transfer of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Registered Owners of the Certificates; the rights, duties and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens,

pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

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

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

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

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

CITY OF RICHARDSON, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

(SEAL)

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

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS

§
§
§
§

REGISTER NO. _____

THE STATE OF TEXAS

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

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

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

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

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

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

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

Registration Date:

By _____
Authorized Signature

E. Form of Assignment.

ASSIGNMENT

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

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

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

DATED: _____

Signature guaranteed:

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

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

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

The City of Richardson (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Dallas and Collin, State of Texas, for value received,

acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above (the "Registered Owner"), or the registered assigns thereof, on February 15 in each of the years and in principal installments and bearing interest at per annum rates in accordance with the following schedule:

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

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

(or so much principal thereof as shall not have been prepaid 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, 2012, until maturity or prior redemption. Principal of this Certificate are payable on the Stated Maturity dates, or on a redemption date, to the Registered Owner hereof by Regions Bank, Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender at its designated offices, initially in Hoover, Alabama, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office). Interest is payable to the Registered Owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the Registered Owner recorded in the Security Register on the Record Date or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday or a day when banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts.

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

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

(b) The term “Certificates” shall mean the “CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2011” authorized by this Ordinance.

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

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

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

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

(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 2011 CITY OF RICHARDSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND" (the "Certificate Fund"), which shall be kept and maintained at a City depository bank, and moneys deposited in the Certificate Fund shall be used for no other purpose. The Mayor, City Manager, Director of Finance and City Secretary, either or any combination of them, are hereby authorized and directed to cause to be transferred to the Paying Agent for the Certificates, from funds on deposit in the Certificate Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Certificates as the same accrues or matures; such transfers of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent for the Certificates at the close of business on the last business day next preceding each interest and/or principal payment date for the Certificates.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of

all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

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

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

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

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

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

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

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

Certificates, or any principal amounts thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or, if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made, the redemption date thereof. The City 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, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal

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

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

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

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

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

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

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

SECTION 29. Covenants to Maintain Tax-Exempt Status.

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

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

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

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

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

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

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

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

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

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

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any

Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the Holder thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

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

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

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

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

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

with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

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

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

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

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

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

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

Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

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

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

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

SECTION 30. Sale of the Certificates - 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 accrued interest from the Certificate Date to the date of delivery plus 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.

Furthermore, the use of the Preliminary Official Statement prepared in connection with the public offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects. The final Official Statement being a modification and amendment of the Preliminary Official Statement and reflecting the terms of the sale (together with changes approved by the Mayor, Mayor Pro Tem, City Manager or Director of Finance, any one or more of said officials), shall be and is hereby approved as to form and content, and the Purchasers are hereby authorized to use and distribute said final Official Statement dated April 11, 2011, 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 [(including \$_____ of premium received from the Purchasers)], excluding the accrued interest and amounts to be used to pay the costs of issuing the Certificates, shall be deposited in a fund maintained at a depository bank of the City. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in any authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts, and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Accrued interest received from the Purchasers as well as any investment earnings remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund. [The premium received from the Purchasers in the amount of \$_____ shall be used to pay costs of issuance.] Any surplus proceeds of sale may be deposited to the Certificate Fund or to another fund created for the payment of any Certificates.

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

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

SECTION 33. Continuing Disclosure Undertaking.

(a) Definitions.

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

“MSRB” means the Municipal Securities Rulemaking Board.

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

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

(b) Annual Reports.

The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning in or after 2011, financial information and operating data with respect to the City of the general type described in **Exhibit B** hereto, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in **Exhibit B** hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

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

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

(c) Notice of Certain Events.

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

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;

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

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

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

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

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

(d) Filings with the MSRB.

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

(e) Limitations, Disclaimers, and Amendments.

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

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

in accordance with this Section or otherwise. Furthermore, the City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

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

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

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

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

SECTION 34. Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, Director of Finance, and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as

may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance, sale and delivery of the Certificates. In addition, prior to the delivery of the Certificates, the Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, Director of Finance, City Secretary or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document, or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 35. CUSIP Numbers. That CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof, and neither the City nor attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 36. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions is intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 37. Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 38. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 39. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 40. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 41. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 42. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 43. Public Meeting. It is officially found, determined and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 44. Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage and it is accordingly so ordained.

[Remainder of page intentionally left blank]

PASSED AND ADOPTED, this April 11, 2011.

CITY OF RICHARDSON, TEXAS

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

(City Seal)

Robert D. Dransfield, Bond Counsel

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

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

Annual Financial Statements and Operating Data

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

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

Accounting Principles

The accounting principles referred to in such Section with respect to the City are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

ORDINANCE NO. 3815

AN ORDINANCE authorizing the issuance of “CITY OF RICHARDSON, TEXAS, ADJUSTABLE RATE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011”; specifying the terms and features of said bonds; levying a continuing direct annual ad valorem tax for the payment of said bonds; providing for the redemption of the obligations being refunded; resolving other matters incident and related to the issuance, sale, payment and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement, a Purchase Agreement Letter, and providing an effective date.

WHEREAS, the City Council of the City of Richardson, Texas (the “City”) has heretofore issued, sold and delivered, and there is currently outstanding, obligations totaling in principal amount of \$_____ more particularly described as the “City of Richardson, Texas, Adjustable Rate General Obligation Refunding and Improvement Bonds, Series 2003”, dated April 1, 2003 and scheduled to mature on June 15, 2023 (the “Refunded Bonds”);

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

WHEREAS, the City Council hereby finds and determines that, due to the fact that the bonds to be issued under this Ordinance (the proceeds of which will be used to refund the Refunded Bonds) will bear interest at a variable rate, it is not practicable to make a determination as to debt service savings with respect to such refunding; now, therefore,

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. General obligation refunding 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, ADJUSTABLE RATE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011” (hereinafter referred to as the “Bonds”), for the purpose of providing funds for the discharge and final payment of certain outstanding obligations of the City (identified in the preamble hereof and referred to as the “Refunded Bonds”) and to pay costs of issuance, in accordance with authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1207, as amended.

SECTION 2: Fully Registered Obligations - Bond Date - Authorized Denominations - Stated Maturity - Interest Rate.

(a) The Bonds shall be issued as a single fully-registered obligation, without coupons, shall be dated April 1, 2011 (the "Bond Date"), shall become due and payable on June 15, 2023 (the "Stated Maturity"), and shall bear interest at a variable rate as provided below calculated on the basis of a 360-day year of twelve 30-day months.

(b) Interest on the unpaid principal amount of the Bonds shall be payable each Interest Payment Date and shall initially accrue from the date of delivery of the Bonds to the Purchaser (anticipated to be June 14, 2011) through June 14, 2012 (the "Initial Rate Period") at the rate of ___% per annum (the "Initial Rate"). Upon expiration of the Initial Rate Period, interest shall accrue during each subsequent Annual Rate Period at the Annual Rate as determined on the applicable Annual Reset Date.

(c) The "Annual Rate" is the rate as of the Annual Reset Date which is the lessor of the 12-month LIBOR +/- ___% per annum (or in the event 12-month LIBOR is no longer being calculated, a comparable 12-month index as mutually agreed to by the City and the initial Purchaser, or its successors or assigns) and the Maximum Rate. For so long as the initial Purchaser is the Holder of 100% of the Bonds, such Purchaser shall determine the Annual Rate on each Annual Reset Date; however, if such day is not a date on which dealings in U.S. dollars are transacted in the London interbank market, then such Purchaser shall determine the Annual Rate on the next preceding day on which such dealings are transacted in such market. Upon determination of the Annual Rate, the initial Purchaser shall immediately notify in writing (which may be by facsimile or electronic mail) the City and the Financial Advisor of the Annual Rate to be effective for the next Annual Rate Period, which Annual Rate will be confirmed in writing (which may be by facsimile or electronic mail) by the City or the Financial Advisor. Upon confirmation, the City shall notify the Paying Agent/Registrar of the Annual Rate to be in effect for the upcoming Annual Rate Period. In the event that the initial Purchaser is no longer the Holder of 100% of the Bonds, then the Annual Rate shall be determined on each Annual Reset Date by the Financial Advisor by the same method described above and the Financial Advisor shall notify the City and the Paying Agent/Registrar of the Annual Rate to be in effect for the upcoming Annual Rate Period. In no event shall the interest rate on the Bonds exceed the Maximum Rate.

(d) As used in this Ordinance, the following terms have the following meanings:

"Annual Rate Period" means each period following the Initial Rate Period during which the Bonds bear interest at the Annual Rate, beginning on June 15 and ending on June 14 of the following year, commencing June 15, 2012.

"Annual Reset Date" shall mean the Business Day immediately preceding the first day of each Annual Rate Period.

"Business Day" means any day which is not 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 (as identified in Section 3 below) is located are

authorized by law or executive order to be closed or a day on which the New York Stock Exchange is closed.

“Financial Advisor” shall mean, initially, First Southwest Company, Dallas, Texas, and any other entity that may be designated from time to time by the City as its financial advisor.

“Interest Payment Date” shall mean the dates that interest shall be paid on the Bonds while any principal amount thereof is outstanding; beginning December 15, 2011 and each June 15 and December 15 thereafter, until maturity or prior redemption.

“Maximum Rate” shall be the net effective interest rate of fifteen percent (15%) per annum, or such lesser rate as may be the maximum lawful non-usurious rate permitted by Chapter 1204 of the Texas Government Code, as amended (“Chapter 1204”). Notwithstanding anything herein to the contrary, in no event shall the aggregate of the interest on any Bond, plus any other amounts paid in connection therewith which are deemed “interest” under the laws of the State of Texas and the United States of America in effect on the applicable date permitting the charging and collecting of the highest non-usurious interest rate on such Bond (hereinafter referred to as “Applicable Law”) ever exceed the maximum amount of interest which could be lawfully charged and paid on such Bond under Applicable Law, and if any amount of interest taken or received by any person shall be in excess of the maximum amount of interest which, under Applicable Law, could lawfully have been collected and paid thereon, then the excess shall be deemed to have been the result of a mathematical error by the City and such person and shall be refunded promptly to the City. All amounts paid or agreed to be paid in connection with the indebtedness evidenced by any Bond which under Applicable Law would be deemed “interest” shall, to the extent permitted by Applicable Law, be amortized, prorated, allocated, and spread throughout the full term of such obligation. Every obligation of the City contained in, or arising by virtue of, this Ordinance is subject to Chapter 1204. Nothing herein or in the Bonds authorizes payment of any amount which constitutes “interest” under Chapter 1204 in an amount greater than the limitations set forth in Chapter 1204.

“12-Month LIBOR” means the rate of interest per annum equal to the rate per annum at which United States dollar deposits having a maturity of twelve months are offered to prime banks in the London interbank market which appear on Telerate Page 3750 (or if such rate does not appear on Telerate Page 3750, then as it appears on the Reuters Screen LIBO Page) as of approximately 11:00 a.m., London time. If such rate does not appear on Telerate Page 3750, the rate for that day shall be determined on the basis of the Reuters Screen LIBO Page. If at least two such quotations appear, 12-Month LIBOR will be the arithmetic mean (rounded upwards, if necessary, to the nearest one-hundredth of one percent) of such offered rates. If fewer than two such quotes appear, 12-Month LIBOR will be determined at approximately 11:00 a.m., London time, on the basis of the rate at which deposits in United States dollars having a maturity of twelve months, are offered to prime banks in the London interbank market by four major banks in the London interbank market selected by the City, or by its designee, and in a principal

amount of not less than U.S. \$1,000,000 and that is representative for a single transaction in such market at such time.

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 _____, _____, _____, Texas, to serve as Paying Agent/Registrar for the Bonds is hereby approved and confirmed. Books and records relating to the registration, payment, exchange and transfer of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all 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 hereby 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 the earlier redemption thereof, only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices initially in _____, _____, 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 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 in part by lot by the Paying Agent/Registrar), on June 15 of each year at the redemption price of par plus accrued interest to the date of redemption.

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.

(b) 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.

(c) 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.

(d) 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 and every owner of the Bonds issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the 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 (except for the single Initial Bond referenced in Section 7 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, one or more new Bonds shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to be in authorized denominations, 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 single Initial Bond referenced in Section 7 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 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: Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers 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 such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 8(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 8(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 7: Initial Bond. The Bonds herein authorized shall be initially issued as a single fully registered bond in the total principal amount stated in Section 1 hereof and numbered T-1 (hereinafter called the "Initial Bond") and the Initial Bond shall be registered in the name of the initial purchaser or the designee thereof. The Initial Bond shall be the Bond 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.

SECTION 8: 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, if assigned) 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 Initial Bond shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

(b) Form of Bond.

REGISTERED
NO. [R-___][T-1]

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF RICHARDSON, TEXAS
ADJUSTABLE RATE GENERAL OBLIGATION REFUNDING BOND
SERIES 2011

Bond Date: Stated Maturity:
April 1, 2011 June 15, 2023

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, 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 on each Interest Payment Date, until maturity or prior redemption, from the date of delivery to the initial purchasers at the per annum rate of interest equal to the Initial Rate or the Annual Rate, as applicable and as defined in the Ordinance, calculated on the basis of a 360-day year of twelve 30-day months. In no event shall the interest payable on this Bond exceed the Maximum Rate.

“Maximum Rate” shall be the net effective interest rate of fifteen percent (15%) per annum, or such lesser rate as may be the maximum lawful non-usurious rate permitted by Chapter 1204 of the Texas Government Code, as amended (“Chapter 1204”). Notwithstanding anything in the Ordinance to the contrary, in no event shall the aggregate of the interest on any Bond, plus any other amounts paid in connection therewith which are deemed “interest” under the laws of the State of Texas and the United States of America in effect on the applicable date permitting the charging and collecting of the highest non-usurious interest rate on such Bond (hereinafter referred to as “Applicable Law”) ever exceed the maximum amount of interest which could be lawfully charged and paid on such Bond under Applicable Law, and if any amount of interest taken or received by any person shall be in excess of the maximum amount of interest which, under Applicable Law, could lawfully have been collected and paid thereon, then the excess shall be deemed to have been the result of a mathematical error by the City and such person and shall be refunded promptly to the City. All amounts paid or agreed to be paid in connection with the indebtedness evidenced by any Bond which under Applicable Law would be deemed “interest” shall, to the extent permitted by Applicable Law, be amortized, prorated, allocated, and spread throughout the full term of such obligation. Every obligation of the City contained in, or arising by virtue of, the Ordinance is subject to Chapter 1204. Nothing in the Ordinance or in this Bond authorizes payment of any amount which constitutes “interest” under Chapter 1204 in an amount greater than the limitations set forth in Chapter 1204.

Principal of this Bond is payable at its Stated Maturity or upon prior redemption to the registered owner hereof, upon presentation and surrender of this Bond, at the Designated Payment/Transfer Office of _____, _____, _____ (the “Paying Agent/Registrar”), or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the “Security Register” maintained by the Paying Agent/Registrar at the close of business on the “Record Date”, which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

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

The Bonds 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 in part by lot by the Paying Agent/Registrar), on June 15 of each year at the redemption price of par plus accrued interest to the date of redemption.

At least thirty 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.

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 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.

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.

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

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

The designated offices of the Paying Agent/Registrar in _____, _____, is the Designated Payment/Transfer Office for this Bond.

_____, _____, 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.

SECTION 9: 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 2011 Refunding 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, 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 10: 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 11: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements and other obligations of the City to the Holders shall thereupon cease, terminate and be discharged and satisfied.

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

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

therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

The term "Government Securities", as used herein, means (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

SECTION 12: 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. 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 11 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 10 hereof.

SECTION 13: Covenants to Maintain Tax-Exempt Status.

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

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

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

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

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

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

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

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

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

“Yield” of (i) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (ii) 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:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded 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

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Bonds), 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:

(i) 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.

(ii) 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.

(iii) 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 from the general fund, or 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.

(iv) 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 and Director of Finance, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

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

(l) Current Refunding. The Bonds are a current refunding of the Refunded Bonds in that the Bonds will be issued less than 90 days before the redemption of the Refunded Bonds.

SECTION 14: Sale of Bonds. The offer of _____, _____, _____, Texas (herein referred to as the "Purchaser"), to purchase the Bonds in accordance with a purchase letter agreement, dated as of _____, 2011, attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes is hereby accepted and the sale of the Bonds to said Purchasers is hereby determined to be in the best interests of the City and is approved and authorized. The Mayor or Mayor Pro Tem is hereby authorized and directed to sign the acceptance clause of said letter for and on behalf of the City and as the act and deed of this City Council. Delivery of the Bonds to the Purchaser shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale.

SECTION 15: Control and Custody of Bonds. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

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

SECTION 16: Proceeds of Sale. Immediately following the delivery of the Bonds, proceeds of sale in the sum of \$ _____ shall be deposited to the credit of the Escrow Fund. The balance of the proceeds of sale of the Bonds shall be expended to pay costs of issuance and any excess amount budgeted for such purpose shall be deposited to the credit of the Interest and Sinking Fund.

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

SECTION 17: Redemption of Refunded Bonds.

(a) The Refunded Bonds shall be redeemed and the same are hereby called for redemption on June 14, 2011, at the price of par and accrued interest to the date of redemption. The City Secretary is hereby authorized and directed to file a copy of this Ordinance, together with a suggested form of notice of redemption to be sent to bondholders, with U.S. Bank National Association, Dallas, Texas (successor paying agent/registrar to Wachovia Bank, National Association, Houston, Texas), in accordance with the redemption provisions applicable to such certificates; such suggested form of notice of redemption being attached hereto as **Exhibit D** and incorporated herein by reference as a part of this Ordinance for all purposes.

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

SECTION 18: 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 19: 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 20: Legal Opinion. The obligation of the Purchasers to accept delivery of the Bonds is subject to being furnished a final opinion of Fulbright & Jaworski L.L.P., Attorneys, Dallas, Texas, 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 or an executed counterpart thereof is hereby authorized to be printed on or attached to the definitive Bonds.

SECTION 21: CUSIP Numbers. CUSIP numbers may be printed or typed on the Bonds deposited with The Depository Trust Company or on printed definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 22: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 23: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 24: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

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

SECTION 26: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 27: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 28: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, Director of Finance and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, Director of Finance or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 29: 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 30: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

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

[remainder of page left blank intentionally]

PASSED AND ADOPTED, this April 11, 2011.

CITY OF RICHARDSON, TEXAS

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

Robert D. Dransfield, Bond Counsel

(City Seal)

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B
PURCHASE LETTER

EXHIBIT D

NOTICE OF REDEMPTION
CITY OF RICHARDSON, TEXAS
ADJUSTABLE RATE GENERAL OBLIGATION
REFUNDING AND IMPROVEMENT BONDS
SERIES 2003
DATED APRIL 1, 2003

NOTICE IS HEREBY GIVEN that all of the bonds of the above series maturing on June 15, 2023, and aggregating in principal amount \$8,305,000, have been called for redemption on June 14, 2011 at the redemption price of par and accrued interest to the date of redemption

ALL SUCH OBLIGATIONS shall become due and payable on June 14, 2011, and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said obligations shall be paid to the registered owners of the obligations only upon presentation and surrender thereof to U.S. Bank, National Association, Dallas, Texas (successor paying agent/registrar to Wachovia Bank, National Association, Houston, Texas) at its designated offices at the following addresses:

U.S. Bank National Association
Attention: Bond Operations
60 Livingston Avenue, First Floor
St. Paul, Minnesota 55107

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

U.S. BANK NATIONAL ASSOCIATION,
14241 Dallas Parkway, Suite 490
Dallas, Texas 75254

RESOLUTION NO. 11-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROJECT SUPPLEMENTAL AGREEMENT TO THE MASTER AGREEMENT GOVERNING MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS, BY AND BETWEEN THE CITY OF RICHARDSON, TEXAS, AND THE COUNTY OF DALLAS, TEXAS, FOR THE PURPOSE OF PARTICIPATING IN THE MAIN STREET/BELT LINE ROAD MCIP PROJECT 12105 FROM INTERURBAN ROAD TO US 75; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Richardson, Texas, and the County of Dallas, Texas, desire to enter into a Project Supplemental Agreement (herein "PSA") to the Master Agreement Governing Major Capital Transportation Improving Projects (herein the "Master Agreement") in order to participate in the Main Street/Belt Line Road MCIP Project 12105 from Interurban Road to US 75 (herein the "Project"); and

WHEREAS, the City has requested that it be designated as the Lead Agency for the Project and will provide the Project Manager; and

WHEREAS, Chapter 791 of the Texas Government Code and Chapter 472 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 or street projects; and

WHEREAS, the City Council has been presented a proposed PSA to the Master Agreement by and between the City of Richardson, Texas and the County of Dallas, Texas, attached as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the PSA 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 Project Supplemental Agreement to the Master Agreement Governing Major Capital Transportation Improvement Projects for participation in the Main Street/Belt Line Road MCIP Project 12105 from Interurban Road to US 75, attached hereto as Exhibit "A", having been reviewed by the City Council of the City of Richardson, Texas, and

found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and the City Manager is hereby authorized to execute the Project Supplemental Agreement on behalf of the City of Richardson, Texas.

SECTION 2. That this resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Richardson, Texas, this the 28th day of March, 2011.

CITY OF RICHARDSON, TEXAS

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:



PETER G. SMITH, CITY ATTORNEY
(PGS:03-22-11:48384)

Exhibit "A"
Dallas County Capital Improvement Program
Project Supplemental Agreement
to the Master Agreement Governing
Major Capital Transportation Improvement Projects

(to be attached)

DALLAS COUNTY CAPITAL IMPROVEMENT PROGRAM
PROJECT SUPPLEMENTAL AGREEMENT
TO THE MASTER AGREEMENT GOVERNING
MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS

WHEREAS, the City of Richardson , Texas, hereinafter called “CITY”, and the County of Dallas , Texas, hereinafter called “COUNTY”, desire to enter into a PROJECT SUPPLEMENTAL AGREEMENT, hereinafter called “PSA”, in order to participate in the Main Street/Belt Line Road MCIP Project 12105 from Interurban Road to US 75, hereinafter called “PROJECT”; and

WHEREAS, the CITY has requested that it be designated as the LEAD AGENCY for the project and will provide the Project Manager; and

WHEREAS, CHAPTER 791 OF THE TEXAS GOVERNMENT CODE and TEXAS TRANSPORTATION CODE ARTICLE 472.001 provides authorization for local governments to contract with each other for the performance of governmental functions and services, and joint funding of road or street projects.

NOW THEREFORE THIS PSA is made by and entered into by the CITY, and the COUNTY, for the mutual consideration stated herein.

WITNESSETH

ARTICLE I
PROJECT SUPPLEMENTAL AGREEMENT

This PSA is to specifically identify the PROJECT, changes in the rights and responsibilities of each of the parties as set forth in the MASTER AGREEMENT and additions thereto as incorporated herein. This PSA will be an addition to the MASTER AGREEMENT and incorporate each of its terms and conditions. All terms of the MASTER AGREEMENT remain in full force and effect except as modified herein. In the event of any conflict between the MASTER AGREEMENT and this PSA, this PSA shall control.

ARTICLE II
INCORPORATED DOCUMENTS

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

1. MASTER AGREEMENT authorized by County Commissioners Court Order 2001-1225 dated June 26, 2001;
2. Project Scoping Sheets, as shown in ATTACHMENT “A”.
3. Current Cost Estimates and Funding Sources, as shown in ATTACHMENT “B”.

ARTICLE III
TERM OF AGREEMENT

This PSA becomes effective when signed by the last party whose signing makes the respective agreement fully executed (The "Effective Date") and shall terminate upon the completion and acceptance of the Project by Dallas County Commissioners Court or upon the terms and conditions in the Master Agreement, Article IV. Section 1, Termination.

ARTICLE IV
PROJECT DESCRIPTION

This PSA is entered into by the parties for public transportation improvements with the City of Richardson, Texas. The PROJECT includes design and construction improvements of Main Street from Interurban Road to US 75.

ARTICLE V.
FISCAL FUNDING

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

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

ARTICLE VI
AGREEMENTS

I. **COUNTY AND CITY DO COVENANT AND AGREE AS FOLLOWS:**

- A. CITY will be the LEAD AGENCY for the PROJECT.
- B. CITY and COUNTY have mutually agreed that the PROJECT limits are as stated in the Attachment A, within the CITY boundaries.
- C. The agreed upon STANDARD BASIC PROJECT DESIGN for the project is as defined in Attachment "A". Such design shall be the STANDARD BASIC PROJECT DESIGN for the PROJECT and specifically does not include ROAD or STREET AMENITY or UTILITY BETTERMENT as defined in the MASTER AGREEMENT.
- D. The PROJECT will require the acquisition of road right-of-way which is specifically all real property needed or convenient for roadway and/or drainage purposes as shown in the PROJECT design or right-of-way plans and specifically includes all real property outside of the designed right-of-way needed, if applicable, or convenient to the construction, drainage, interface with adjoining streets or alleys, driveways or other access ways or other PROJECT permanent or temporary easements which is approved by CITY and COUNTY. Such right-of-way acquisition shall be the responsibility of the CITY as LEAD AGENCY, and shall be funded as part of PROJECT costs.
- E. In order to certify compliance with the expenditure of the PROJECT funding for this AGREEMENT, the CITY agrees to furnish to the COUNTY, its Auditor, or its designated representative(s) the unrestricted right to audit any and all accounting and other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditure, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the CITY regarding this AGREEMENT (records). CITY contracts and agrees that all records shall be kept and maintained for a period of time not less than four (4) years from the date of the termination of this AGREEMENT. Such records shall be provided to the COUNTY in Dallas County, Texas and available for any audit at any time upon request.
- F. The results of any audit may be furnished to CITY for comment. In the event that any audit shall determine that moneys are owed to COUNTY such sums are deemed to be due and payable to Dallas County, Texas, within thirty (30) days of the date of an invoice for such cost being deposited in the US Mail, Certified Mail, Return Receipt Requested.

- G. The audit provisions of this agreement shall survive the termination of this agreement until all PROJECT claims to which Dallas County, Texas, is or may be a party, are fully paid or reduced to judgment not subject to appeal and barred by the Texas Statute regarding limitation of actions.

II. CITY COVENANTS AND AGREES AS FOLLOWS:

- A. CITY shall be the LEAD AGENCY for this PROJECT. CITY will provide project management of the Project from commencement of planning to completion of construction. To execute the necessary agreements for the implementation of design and construction of the PROJECT mutually agreed upon and incorporated herein by this PSA.
- B. To provide City Council Resolution adopting approved the preferred alignment, proposed estimated budget and funding as shown in the CURRENT COST ESTIMATES AND FUNDING SOURCES, ATTACHMENT "B", and commitment to meet PROJECT funding for each milestone as specified.
- C. CITY agrees that it shall be fully responsible for all project contractual requirements with each party utilized or related to the completion of the project City further agrees that it will include in its contractual or procurement specification all items necessary for the project to conform with the requirements of all City, State of Texas and Federal law, rules, regulations and requirements for the completion of the project in full compliance with all terms and minimum requirements of this AGREEMENT and for sufficient supervision and inspection to insure compliance in every respect with PROJECT contract requirements or performance of work covered by that contract. Review, comments, approval or acceptance of CITY, or its contractors or subcontractors work by the COUNTY shall not constitute nor be deemed either controlling or a release of the responsibility, and liability of CITY regarding its consultant, employees, subcontractors, agents and consultants for the accuracy and competency of their work, nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the COUNTY for any defect, error or omission in the work prepared.
- D. CITY will accomplish all tasks and responsibilities of the LEAD AGENCY as set forth in the MASTER AGREEMENT GOVERNING MAJOR CAPITAL IMPROVEMENT PROJECTS cited above, and as specifically referred to but not limited to in Article I. Definitions, h); Article VII, P.; Article IX, F,G and L.

III. COUNTY COVENANTS AND AGREES AS FOLLOWS:

COUNTY agrees to participate in the CITY led project as a funding participant. COUNTY will retain right to review plans, change orders and amendments during construction.

ARTICLE VII
FUNDING

1. COUNTY and CITY mutually agrees to proportionately fund the DIRECT PROJECT & PROGRAM cost as follows: Total Project costs are estimated to be \$55,000 for preliminary and primary design and \$369,000 for construction.
2. Notwithstanding any provision in the MASTER AGREEMENT, any amendment thereto, if any, this PSA or any other agreement between the parties, COUNTY's total obligation to this PROJECT is to provide funding in an amount not to exceed **Two Hundred Twelve Thousand dollars and no cents (\$212,000.00)** for the Total Project Costs, less any in-house project delivery costs which are estimated to be Twenty One Thousand dollars and no cents (\$21,000.00). If the total PROJECT costs excluding utility betterments should exceed this amount, the CITY and COUNTY agree to amend the Project's scope to remain within the current estimated not to exceed amount.
3. The CITY will be responsible their share of MCIP eligible costs which are estimated to be **Two Hundred Twelve Thousand dollars and no cents (\$212,000.00)**. If the total PROJECT costs should exceed this amount, the CITY agrees to amend the PROJECT'S scope to remain within the current estimated not to exceed amount or be responsible for all additional project costs.
4. CITY covenants and agrees that if it has included PAVING and DRAINAGE AMENITIES, UTILITY BETTERMENTS as defined in the MASTER AGREEMENT, and relocation or adjustment of CITY UTILITIES in the PROJECT then CITY and COUNTY agree that CITY, in addition to the above listed PROJECT cost, shall pay 100% of each item and all additional County DIRECT PROJECT and PROGRAM COST for the inclusion of such items in the PROJECT.
5. COUNTY's sole obligation for the PROJECT is the financing as shown herein. COUNTY has no further obligations to the CITY or any other third party to the PROJECT. CITY agrees that the funding received is contingent upon Dallas County Commissioners Court approval and funding and that CITY is responsible for the payment of all PROJECT financial obligations.
6. PROJECT costs may include all COUNTY project delivery costs including but not limited to preliminary scoping and research, preliminary design services, special services, primary design services, inspection, laboratory services and construction.
7. CITY agrees to encumber an amount adequate for total estimated PROJECT costs as determined prior to the commencement. CITY shall invoice COUNTY for payment as defined in the CURRENT COST ESTIMATES AND FUNDING SOURCES, ATTACHMENT "B. The COUNTY will pay PROJECT costs as invoiced by the CITY in accordance with the Texas Prompt Payment Act.

ARTICLE VIII
MISCELLANEOUS:

1. **No Third Party Beneficiaries.** The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of CITY and COUNTY that any entity other than CITY or COUNTY receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.

2. **Applicable Law.** This PSA is and shall be expressly subject to the Sovereign Immunity of COUNTY and Governmental Immunity of CITY, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This PSA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this PSA filed by either CITY or COUNTY shall be in Dallas County, Texas.

3. **Notice.** Any notice provided for in this Agreement to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, certified, returned receipt requested, or registered addressed as follows:

- f) To County: County of Dallas
- g) Ms. Alberta L. Blair, P.E.
- h) Director of Public Works
- i) Dallas County Administration Building
- j) 411 Elm Street, Fourth Floor
- k) Dallas County, Texas 75202-3389

- l) To City: City of Richardson
- m) Transportation Director
- n) P. O. Box 830309
- o) Richardson, Texas 75083

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

5. **Assignment.** This PSA may not be assigned or transferred by either party without the prior written consent of the other party.

6. **Binding Agreement. Parties Bound.** This PSA has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties, their successors and permitted assigns.

7. **Amendment.** This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.

8. **Number and Gender.** Words of any gender used in this PSA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
9. **Effective Date.** This PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
10. **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.
11. **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.
12. **Entire Agreement.** This PSA embodies the complete agreement of the parties, supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.
13. **Contingent.** This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council.

The City of Richardson, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the ____ day of _____, 201____. The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 201____.

COUNTY OF DALLAS

CITY OF RICHARDSON, TEXAS

Clay Lewis Jenkins, County Judge

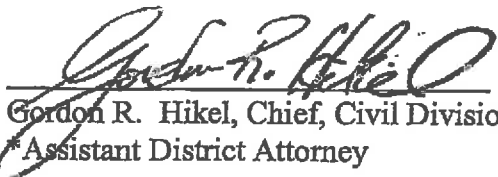
By: _____

Date

Title: _____

Approved as to form:

Approved:


Gordon R. Hikel, Chief, Civil Division
*Assistant District Attorney

City Secretary / Attorney

Date

Date

*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).



MEMO

DATE: April 4, 2011

TO: Kent Pfeil – Director of Finance

FROM: Pam Kirkland – Purchasing Manager *Pam*

SUBJECT: Award of Bid #35-11 for a cooperative annual requirements contract for office supplies to Staples Business Advantage in an estimated annual amount of \$175,000 pursuant to contract prices through the National Joint Powers Alliance

Proposed Date of Award: April 11, 2011

The Purchasing staff performed an analysis of four major cooperative purchasing office supply contracts, which included:

- National Intergovernmental Purchasing Alliance (NIPA) through Office Depot
- Texas Multiple Award Schedule (TXMAS) through Preferred Office Products
- National Joint Powers Alliance (NJPA) through Staples Business Advantage
- The Cooperative Purchasing Network (TCPN) through Office Max

All four companies were asked to complete a questionnaire on the specific components of their contracts and to provide pricing on eighty-five (85) commonly used office supply items although staff deleted Items 32 and 77 because they were duplicates of Items 31 and 76. Prices on common name brand products used by the City were requested rather than allowing the companies to bid store brands, which all of the companies could offer. Store brands often differ in quality and/or quantity; therefore, the name brand item would provide an “apple vs. apple” comparison of products. Office Depot “no bid” twelve (12) items and Office Max offered alternate products that did not meet specifications on twenty-eight (28) items. Staples and Preferred quoted all items as requested.

The major factors of all of the cooperatives were comparable in that they all offered online ordering, next day delivery, and basic reporting capabilities. None of the contracts offered volume discounts so unit prices are the same if we purchase one widget or a thousand widgets. Office Max offered an annual rebate of 1.20% (estimated \$2,100) and Staples offered an annual rebate of 2% (estimated \$3,500) as an added value. In summary, of the four cooperative contracts considered, the contract offered by Staples through the NJPA was the most advantageous to the City.

Our current office supply contractor is Office Depot and they have served the City very well. However, through our analysis, we feel it is most advantageous to award the annual contract for office supplies to the low bidder meeting specifications, Staples Business Advantage, through the NJPA contract.

The initial NJPA contract was awarded in August, 2010 and is effective until July 2014 with an option to renew for an additional one-year period.

The award of this contract allows the city to order office supplies as the requirements and needs of the city arise on an annual basis and during any subsequent renewal period(s). Since the city is not obligated to pay for or use a minimum or maximum amount of office supplies, payment will be rendered pursuant to the prices offered by the Staples Business Advantage contract.

The NJPA is a municipal contracting agency operating under the legislative authority of Minnesota Statute 123A.21. They have a board of directors comprised of representatives from school boards, city councils and county commissioners and all cooperative contracts are competitively bid; advertised; and awarded through their board. Section 791.025 of the Texas Local Government Code allows for cooperative intergovernmental relations with another local government within this state or another state.

In order to participate in the NJPA office supply contract, we must execute the attached Joint Exercise of Powers Agreement. This agreement has been approved by our City Attorney and is attached for your review.

We estimate an annual citywide usage of \$175,000 and funding for office supplies is budgeted in the individual department's office supply budgets.

Concur:


Kent Pfeil

Attachments

Xc: Bill Keffler
Dan Johnson
Michelle Thames
David Morgan
Cliff Miller

3-15 Office Supply Tabulation

				Staples Advantage (NJPA)	
Line No.	DESCRIPTION	QTY	UOM	Unit price	Amount
1	Sharpie® fine-point pen, 0.3 mm, blue (mfg 1742664), 12 per box	2	box	11.34	22.68
2	Sharpie® fine-point pen, 0.3 mm, red (mfg 1742665), 12 per box	4	box	11.34	45.36
3	Pilot® EasyTouch retractable ballpoint pen, 1.0 mm, medium point, black, 12 per box	8	box	6.00	48.00
4	Inkjet cartridge, black, HP94, twin pack, (#C9350FN#140)	12	each	38.38	460.56
5	Paper Mate® Liquid Espresso® Porous Point pen, 1.0 mm, medium point, blue, 12 per box	2	box	15.52	31.04
6	Paper Mate® Liquid Espresso® Porous Point pen, 1.0 mm, medium point, black, 12 per box	2	box	15.52	31.04
7	Inkjet cartridge, black, HP45, #51645A	16	each	25.82	413.12
8	Post-it® Notes, 1-1/2" x 2", canary yellow, 100 sheets per pad, 12 pads per pack	27	pkg	0.99	26.73
9	Post-it® Notes, 3" x 3", canary yellow, 100 sheets per pad, 12 per pack	26	pkg	0.99	25.74
10	HP 78 Tricolor ink cartridge	15	each	29.19	437.85
11	Paper Mate® Sharpwriter mechanical pencil, .07 mm, yellow barrel, 12 per box	9	box	2.45	22.05
12	Paper Mate® ballpoint stick pens, 1.0 mm, medium point, blue, 12 per box	14	box	0.93	13.02
13	Paper Mate® ballpoint stick pens, 1.0 mm, medium point, black, 12 per box	42	box	0.93	39.06
14	Sanitizer, hand, Purell® with Aloe, 8 oz.	8	each	3.13	25.04
15	Telephone message book, 4 messages per page, 2 copies, spiral bound, Adams® #SC1187D	8	each	5.28	42.24
16	Post-it® Notes, 3" x 3", canary yellow, 6 per pack	2	pkg	5.99	11.98
17	Post-it® Action Tape Arrow Flags set, 1-3/4" x 1/2", assorted colors, 100 per pack	11	pkg	2.41	26.51
18	Highlighter, Sanford® Sharpie Accent® yellow, fluorescent, 12 per box	4	box	4.53	18.12
19	Marker, Sharpie®, fine point, black, 12 per box	18	doz	5.22	93.96
20	Century cleaning duster, 10 oz.	7	each	3.99	27.93
21	Dixon® Golf pencils, 3-1/2", Yellow, 144 per box	25	box	3.66	91.50
22	Swingline® S.F. 4 premium staples, chisel point, 1/4", full strip, 5000 box	59	box	1.23	72.57
23	LaserJet toner cartridge, Hewlett Packard 6P, 03A (C3903A)	2	each	81.45	162.90
24	Catalog envelope, 10 x 13, Kraft, Columbian® Grip Seal®, 100 per box	10	box	8.70	87.00
25	Correction tape, Liquid Paper® Dryline®, single line, 2-pack, 335"	70	each	1.78	124.60
26	Catalog envelope, 9 x 12, Kraft, Columbian® Grip Seal®, 100 per box	13	box	7.76	100.88
27	Paper Mate® Comfortmate™ retractable ballpoint pen, 1.0 mm, medium point, blue, 12 per box	16	box	4.91	78.56
28	HP 27X black toner cartridge, C4127X	25	each	103.07	2,576.75
29	Canon FX4 toner cartridge	12	each	63.85	766.20
30	While you were out pads, pink, 4" x 5", Adams®, 12 per package	2	pkg	1.99	3.98

3-15-11 Office Supply Tabulation

			Staples Advantage (NJPA)		
31	Manila file folders, 1/3 cut, letter, Smead®, 100 per box	10	box	3.87	38.70
33	HP multipurpose paper, 11" x 17", 20 #, 96 bright, 500 sheets per ream	10	ream	7.33	73.30
34	Avery® Frame Presentation 3 ring binder, 1" rings, white	65	each	4.84	314.60
35	High speed copy paper, 8-1/2 x 11, 20#, 92 bright, Xerox®, 500 sheets per ream	1	ream	3.69	3.69
36	Paper, multipurpose, 8.5 x 11, 20#, Yellow, Xerox®,	2	ream	3.97	7.94
37	Multi-purpose paper, letter, 20#, 92 bright, Hammermill®, 500 sheets per ream, 10 reams per case	792	case	34.07	26,983.44
38	Interdepartmental envelopes, 10" x 13", string & button, 2- side, Columbian®, 100 per box	6	box	13.09	78.54
39	LaserJet toner cartridge, Hewlett Packard 4700, black, Q5950A	16	each	154.39	2,470.24
40	LaserJet toner cartridge, Hewlett Packard 4700, cyan, Q5951A	12	each	219.52	2,634.24
41	LaserJet toner cartridge, Hewlett Packard 4700, yellow, Q5952A	8	each	219.52	1,756.16
42	LaserJet toner cartridge, Hewlett Packard 4700, magenta, Q5953A	6	each	219.52	1,317.12
43	Smead® Tuff Pocket® end tab file pocket, 5-1/4" expansion, straight cut, legal, dark brown	15	each	3.31	49.65
44	Scissors, all purpose, 8" straight, Fiskars®, ErgoMax™ contoured handle	13	each	3.21	41.73
45	LaserJet toner cartridge, Hewlett Packard 1100A, 92A, C4092A	14	each	55.24	773.36
46	Catalog envelope, 10 x 13, 28 #, white, Columbian® Grip Seal®, 100 per box	11	box	9.98	109.78
47	Inkjet cartridge, Tricolor, HP95, (#C8766WN)	10	each	23.75	237.50
48	Tape, Scotch® Magic™ 810, 3/4" x 1000", 10 rolls per pack	18	pkg	15.71	282.78
49	Wilson Jones 3 ring binder, 1" ring, vinyl, blue	170	each	1.80	306.00
50	Highlighter, yellow, fluorescent, retractable, Sharpie®, 12 per box	4	box	8.19	32.76
51	EXPO® dry erase markers, low order, chisel point, assorted colors, 12 per box	3	box	7.96	23.88
52	Toner cartridge, laser jet, HP 645A black, C9730A	20	each	195.22	3,904.40
53	Toner cartridge, laser jet, HP 645A magenta, C9733A	19	each	273.69	5,200.11
54	Toner cartridge, laser jet, HP 645A cyan, C9731A	19	each	273.69	5,200.11
55	Toner cartridge, laser jet, HP 645A yellow, C9732A	19	each	273.69	5,200.11
56	Scotch® Magic™ 810 reill tape, 3/4" x 1296", 6 per pack	3	pkg	17.47	52.41
57	Sharpie® fine-point pen, 0.3 mm, black (mfg 1742663), 12 per box	3	box	11.34	34.02
58	Paper Mate® Comfortmate™ Grip retractable ballpoint pen, 1.0 mm, med point, black, 12 per box	6	box	6.73	40.38
59	Paper, laserjet, 8.5 x 11, 24 #, 97 bright, white, HP, 500 per ream	141	ream	5.37	757.17
60	OIC® binder clips, small, 3/4" wide, 3/8" capacity, 12 per box	31	box	0.10	3.10
61	OIC® binder clips, medium, 1-1/4" wide, 5/8" capacity, 12 per box	28	box	0.41	11.48
62	Bic® Clic Stic® retractable pen, black, medium point, 1.0 mm, 12 per box	21	box	3.55	74.55
63	Adding machine tape, 2" x 150", single ply, white	215	each	0.25	53.75
64	SanDisk® Secure Digital™ memory card, 2 GB	9	each	11.72	105.48
65	Flash drive, 2 GB, PNY #1v100w	1	each	6.67	6.67

3-15 Office Supply Tabulation

		Staples Advantage (NJPA)	
66	Mini binder clips, 9/16" wide, 1/4" capacity, OIC®, 12 per box	43	box
67	Post-it® Notes, 4" x 6", lined, canary yellow, recycled, 5 per pack	4	pkg
68	Pilot® Precise™ V5 liquid ink rollerball pen, 0.5 mm, black, 12 per box	3	box
69	Pilot® Precise™ V5 liquid ink rollerball pen, 0.5 mm, blue, 12 per box	1	box
70	Pilot® Precise™ V5 liquid ink rollerball pen, 0.5 mm, red, 12 per box	1	box
71	Pencil, mechanical, Pentel® Sharp™ automatic drafting pencil, 0.5mm, black	13	each
72	Manila end tab folder, straight cut, letter, 10% recycled, Smead®, 100 per box	22	box
73	Folder, full end tab, straight cut, 1 divider, 4 partition, legal, Smead®	80	each
74	Smead® end tab classification folder, 2 dividers, 6 partitions, legal, straight cut	20	each
75	Smead® economical end tab pocket file, letter, 5.25" expansion	230	each
76	Smead® economical end tab pocket file, letter, 3.5" expansion	185	each
77	Storage box, 4-1/4" H x 9-1/2" W x 23-1/4" D, Bankers Box® Liberty®	175	each
78	Post-it® Notes, 3" x 3", pop-up, canary yellow, recycled, 12 per pack	2	pkg
79	OIC® binder clips, large, 2" wide, 1" capacity, 12 per box	35	box
80	Legal pad, 8-1/2" x 11-3/4", canary, Tops® Docket® (TOP63400) 12 per pack	4	pkg
81	Expanding file pocket, 3-1/2" expansion, 9-1/2" x 11-3/4", red rope, Smead®	10	each
82	Steno pad, 6" x 9", 80 sheets, Gregg ruled, green paper, top spiral bound	48	each
83	Paper clips, jumbo, smooth finish, 100 per box	103	box
84	Paper clips, #1 regular, smooth finish, 100 per box	105	box
		total	67,659.85
		low on 38 of 83 items	

Note: Items 32 and 77 have been deleted. They were duplicates of items 31 and 76.

Rebate offered based on \$175,000.00 annual spend: 2% \$ 3,500.00

3-15-11 Office Supply Tabulation

				Preferred Office Products (TXMAS)	
Line No.	DESCRIPTION	QTY	UOM	Unit price	Amount
1	Sharpie® fine-point pen, 0.3 mm, blue (mfg 1742664), 12 per box	2	box	12.42	24.84
2	Sharpie® fine-point pen, 0.3 mm, red (mfg 1742665), 12 per box	4	box	12.42	49.68
3	Pilot® EasyTouch retractable ballpoint pen, 1.0 mm, medium point, black, 12 per box	8	box	7.61	60.88
4	Inkjet cartridge, black, HP94, twin pack, (#C9350FN#140)	12	each	41.78	501.36
5	Paper Mate® Liquid Espresso® Porous Point pen, 1.0 mm, medium point, blue, 12 per box	2	box	14.62	29.24
6	Paper Mate® Liquid Espresso® Porous Point pen, 1.0 mm, medium point, black, 12 per box	2	box	14.62	29.24
7	Inkjet cartridge, black, HP45, #51645A	16	each	31.20	499.20
8	Post-it® Notes, 1-1/2" x 2", canary yellow, 100 sheets per pad, 12 pads per pack	27	pkg	1.39	37.53
9	Post-it® Notes, 3" x 3", canary yellow, 100 sheets per pad, 12 per pack	26	pkg	3.49	90.74
10	HP 78 Tricolor ink cartridge	15	each	34.67	520.05
11	Paper Mate® Sharpwriter mechanical pencil, .07 mm, yellow barrel, 12 per box	9	box	2.95	26.55
12	Paper Mate® ballpoint stick pens, 1.0 mm, medium point, blue, 12 per box	14	box	0.65	9.10
13	Paper Mate® ballpoint stick pens, 1.0 mm, medium point, black, 12 per box	42	box	0.65	27.30
14	Sanitizer, hand, Purell® with Aloe, 8 oz.	8	each	5.95	47.60
15	Telephone message book, 4 messages per page, 2 copies, spiral bound, Adams® #SC1187D	8	each	3.15	25.20
16	Post-it® Notes, 3" x 3", canary yellow, 6 per pack	2	pkg	5.25	10.50
17	Post-it® Action Tape Arrow Flags set, 1-3/4" x 1/2", assorted colors, 100 per pack	11	pkg	2.35	25.85
18	Highlighter, Sanford® Sharpie Accent® yellow, fluorescent, 12 per box	4	box	5.10	20.40
19	Marker, Sharpie®, fine point, black, 12 per box	18	doz	6.49	116.82
20	Century cleaning duster, 10 oz.	7	each	2.99	20.93
21	Dixon® Golf pencils, 3-1/2", Yellow, 144 per box	25	box	3.99	99.75
22	Swingline® S.F. 4 premium staples, chisel point, 1/4", full strip, 5000 box	59	box	0.25	14.75
23	LaserJet toner cartridge, Hewlett Packard 6P, 03A (C3903A)	2	each	93.61	187.22
24	Catalog envelope, 10 x 13, Kraft, Columbian® Grip Seal®, 100 per box	10	box	13.85	138.50
25	Correction tape, Liquid Paper® Dryline®, single line, 2-pack, 335"	70	each	2.55	178.50
26	Catalog envelope, 9 x 12, Kraft, Columbian® Grip Seal®, 100 per box	13	box	11.25	146.25
27	Paper Mate® Comfortmate™ retractable ballpoint pen, 1.0 mm, medium point, blue, 12 per box	16	box	5.38	86.08
28	HP 27X black toner cartridge, C4127X	25	each	125.30	3,132.50
29	Canon FX4 toner cartridge	12	each	77.75	933.00
30	While you were out pads, pink, 4" x 5", Adams®, 12 per package	2	pkg	3.15	6.30

3-1 Office Supply Tabulation

		Preferred Office Products (TXMAS)			
31	Manila file folders, 1/3 cut, letter, Smead®, 100 per box	10	box	5.99	59.90
33	HP multipurpose paper, 11" x 17", 20 #, 96 bright, 500 sheets per ream	10	ream	7.45	74.50
34	Avery® Frame Presentation 3 ring binder, 1" rings, white	65	each	5.99	389.35
35	High speed copy paper, 8-1/2 x 11, 20#, 92 bright, Xerox®, 500 sheets per ream	1	ream	3.85	3.85
36	Paper, multipurpose, 8.5 x 11, 20#, Yellow, Xerox®,	2	ream	6.15	12.30
37	Multi-purpose paper, letter, 20#, 92 bright, Hammermill®, 500 sheets per ream, 10 reams per case	792	case	36.99	29,296.08
38	Interdepartmental envelopes, 10" x 13", string & button, 2- side, Columbian®, 100 per box	6	box	17.99	107.94
39	LaserJet toner cartridge, Hewlett Packard 4700, black, Q5950A	16	each	177.69	2,843.04
40	LaserJet toner cartridge, Hewlett Packard 4700, cyan, Q5951A	12	each	294.68	3,536.16
41	LaserJet toner cartridge, Hewlett Packard 4700, yellow, Q5952A	8	each	294.68	2,357.44
42	LaserJet toner cartridge, Hewlett Packard 4700, magenta, Q5953A	6	each	294.68	1,768.08
43	Smead® Tuff Pocket® end tab file pocket, 5-1/4" expansion, straight cut, legal, dark brown	15	each	3.10	46.50
44	Scissors, all purpose, 8" straight, Fiskars®, ErgoMax™ contoured handle	13	each	5.85	76.05
45	LaserJet toner cartridge, Hewlett Packard 1100A, 92A, C4092A	14	each	62.93	881.02
46	Catalog envelope, 10 x 13, 28 #, white, Columbian® Grip Seal®, 100 per box	11	box	15.25	167.75
47	Inkjet cartridge, Tricolor, HP95, (#C8766WN)	10	each	25.27	252.70
48	Tape, Scotch® Magic™ 810, 3/4" x 1000", 10 rolls per pack	18	pkg	18.15	326.70
49	Wilson Jones 3 ring binder, 1" ring, vinyl, blue	170	each	1.20	204.00
50	Highlighter, yellow, fluorescent, retractable, Sharpie®, 12 per box	4	box	8.97	35.88
51	EXPO® dry erase markers, low order, chisel point, assorted colors, 12 per box	3	box	0.75	2.25
52	Toner cartridge, laser jet, HP 645A black, C9730A	20	each	229.55	4,591.00
53	Toner cartridge, laser jet, HP 645A magenta, C9733A	19	each	311.36	5,915.84
54	Toner cartridge, laser jet, HP 645A cyan, C9731A	19	each	311.36	5,915.84
55	Toner cartridge, laser jet, HP 645A yellow, C9732A	19	each	311.36	5,915.84
56	Scotch® Magic™ 810 reill tape, 3/4" x 1296", 6 per pack	3	pkg	12.85	38.55
57	Sharpie® fine-point pen, 0.3 mm, black (mfg 1742663), 12 per box	3	box	12.42	37.26
58	Paper Mate® Comfortmate™ Grip retractable ballpoint pen, 1.0 mm, med point, black, 12 per box	6	box	7.99	47.94
59	Paper, laserjet, 8.5 x 11, 24 #, 97 bright, white, HP, 500 per ream	141	ream	7.99	1,126.59
60	OIC® binder clips, small, 3/4" wide, 3/8" capacity, 12 per box	31	box	0.15	4.65
61	OIC® binder clips, medium, 1-1/4" wide, 5/8" capacity, 12 per box	28	box	0.25	7.00
62	Bic® Clic Stic® retractable pen, black, medium point, 1.0 mm, 12 per box	21	box	0.99	20.79
63	Adding machine tape, 2" x 150", single ply, white	215	each	0.99	212.85
64	SanDisk® Secure Digital™ memory card, 2 GB	9	each	13.74	123.66
65	Flash drive, 2 GB, PNY #1v100w	1	each	12.99	12.99

3-15-11 Office Supply Tabulation

		Preferred Office Products (TXMAS)	
66	Mini binder clips, 9/16" wide, 1/4" capacity, OIC®, 12 per box	43	box
67	Post-it® Notes, 4" x 6", lined, canary yellow, recycled, 5 per pack	4	pkg
68	Pilot® Precise™ V5 liquid ink rollerball pen, 0.5 mm, black, 12 per box	3	box
69	Pilot® Precise™ V5 liquid ink rollerball pen, 0.5 mm, blue, 12 per box	1	box
70	Pilot® Precise™ V5 liquid ink rollerball pen, 0.5 mm, red, 12 per box	1	box
71	Pencil, mechanical, Pentel® Sharp™ automatic drafting pencil, 0.5mm, black	13	each
72	Manila end tab folder, straight cut, letter, 10% recycled, Smead®, 100 per box	22	box
73	Folder, full end tab, straight cut, 1 divider, 4 partition, legal, Smead®	80	each
74	Smead® end tab classification folder, 2 dividers, 6 partitions, legal, straight cut	20	each
75	Smead® economical end tab pocket file, letter, 5.25" expansion	230	each
76	Smead® economical end tab pocket file, letter, 3.5" expansion	185	each
78	Storage box, 4-1/4" H x 9-1/2" W x 23-1/4" D, Bankers Box® Liberty®	175	each
79	Post-it® Notes, 3" x 3", pop-up, canary yellow, recycled, 12 per pack	2	pkg
80	OIC® binder clips, large, 2" wide, 1" capacity, 12 per box	35	box
81	Legal pad, 8-1/2" x 11-3/4", canary, Tops® Docket® (TOP63400) 12 per pack	4	pkg
82	Expanding file pocket, 3-1/2" expansion, 9-1/2" x 11-3/4", redrope, Smead®	10	each
83	Steno pad, 6" x 9", 80 sheets, Gregg ruled, green paper, top spiral bound	48	each
84	Paper clips, jumbo, smooth finish, 100 per box	103	box
85	Paper clips, #1 regular, smooth finish, 100 per box	105	box
		total	76,836.73
		low on 9 of 83 items tied on 2 items	

Note: Items 32 and 77 have been deleted. They were duplicates of items 31 and 76.

Rebate offered based on \$175,000.00 annual spend:

none

3-15 Office Supply Tabulation

				Office Depot (NIPA)	
Line No.	DESCRIPTION	QTY	UOM	Unit price	Amount
1	Sharpie® fine-point pen, 0.3 mm, blue (mfg 1742664), 12 per box	2	box	9.06	18.12
2	Sharpie® fine-point pen, 0.3 mm, red (mfg 1742665), 12 per box	4	box	9.06	36.24
3	Pilot® EasyTouch retractable ballpoint pen, 1.0 mm, medium point, black, 12 per box	8	box	5.30	42.40
4	Inkjet cartridge, black, HP94, twin pack, (#C9350FN#140)	12	each	33.19	398.28
5	Paper Mate® Liquid Espresso® Porous Point pen, 1.0 mm, medium point, blue, 12 per box	2	box	10.77	21.54
6	Paper Mate® Liquid Espresso® Porous Point pen, 1.0 mm, medium point, black, 12 per box	2	box	10.77	21.54
7	Inkjet cartridge, black, HP45, #51645A	16	each	26.40	422.40
8	Post-it® Notes, 1-1/2" x 2", canary yellow, 100 sheets per pad, 12 pads per pack	27	pkg	3.28	88.56
9	Post-it® Notes, 3" x 3", canary yellow, 100 sheets per pad, 12 per pack	26	pkg	7.55	196.30
10	HP 78 Tricolor ink cartridge	15	each	28.60	429.00
11	Paper Mate® Sharpwriter mechanical pencil, .07 mm, yellow barrel, 12 per box	9	box	2.37	21.33
12	Paper Mate® ballpoint stick pens, 1.0 mm, medium point, blue, 12 per box	14	box	1.41	19.74
13	Paper Mate® ballpoint stick pens, 1.0 mm, medium point, black, 12 per box	42	box	1.41	59.22
14	Sanitizer, hand, Purell® with Aloe, 8 oz.	8	each	4.37	34.96
15	Telephone message book, 4 messages per page, 2 copies, spiral bound, Adams® #SC1187D	8	each	NO	BID
16	Post-it® Notes, 3" x 3", canary yellow, 6 per pack	2	pkg	4.03	8.06
17	Post-it® Action Tape Arrow Flags set, 1-3/4" x 1/2", assorted colors, 100 per pack	11	pkg	1.80	19.80
18	Highlighter, Sanford® Sharpie Accent® yellow, fluorescent, 12 per box	4	box	4.16	16.64
19	Marker, Sharpie®, fine point, black, 12 per box	18	doz	5.22	93.96
20	Century cleaning duster, 10 oz.	7	each	5.85	40.95
21	Dixon® Golf pencils, 3-1/2", Yellow, 144 per box	25	box	NO	BID
22	Swingline® S.F. 4 premium staples, chisel point, 1/4", full strip, 5000 box	59	box	1.36	80.24
23	LaserJet toner cartridge, Hewlett Packard 6P, 03A (C3903A)	2	each	91.05	182.10
24	Catalog envelope, 10 x 13, Kraft, Columbian® Grip Seal®, 100 per box	10	box	13.60	136.00
25	Correction tape, Liquid Paper® Dryline®, single line, 2-pack, 335"	70	each	2.75	192.50
26	Catalog envelope, 9 x 12, Kraft, Columbian® Grip Seal®, 100 per box	13	box	12.09	157.17
27	Paper Mate® Comfortmate™ retractable ballpoint pen, 1.0 mm, medium point, blue, 12 per box	16	box	4.20	67.20
28	HP 27X black toner cartridge, C4127X	25	each	124.41	3,110.25
29	Canon FX4 toner cartridge	12	each	67.32	807.84
30	While you were out pads, pink, 4" x 5", Adams®, 12 per package	2	pkg	4.57	9.14

3-15-11 Office Supply Tabulation

		Office/Depot (NIPA)			
31	Manila file folders, 1/3 cut, letter, Smead®, 100 per box	10	box	8.34	83.40
33	HP multipurpose paper, 11" x 17", 20 #, 96 bright, 500 sheets per ream	10	ream	13.44	134.40
34	Avery® Frame Presentation 3 ring binder, 1" rings, white	65	each	10.87	706.55
35	High speed copy paper, 8-1/2 x 11, 20#, 92 bright, Xerox®, 500 sheets per ream	1	ream	NO	BID
36	Paper, multipurpose, 8.5 x 11, 20#, Yellow, Xerox®	2	ream	5.60	11.20
37	Multi-purpose paper, letter, 20#, 92 bright, Hammermill®, 500 sheets per ream, 10 reams per case	792	case	NO	BID
38	Interdepartmental envelopes, 10" x 13", string & button, 2- side, Columbian®, 100 per box	6	box	17.85	107.10
39	LaserJet toner cartridge, Hewlett Packard 4700, black, Q5950A	16	each	172.58	2,761.28
40	LaserJet toner cartridge, Hewlett Packard 4700, cyan, Q5951A	12	each	245.40	2,944.80
41	LaserJet toner cartridge, Hewlett Packard 4700, yellow, Q5952A	8	each	245.40	1,963.20
42	LaserJet toner cartridge, Hewlett Packard 4700, magenta, Q5953A	6	each	245.40	1,472.40
43	Smead® Tuff Pocket® end tab file pocket, 5-1/4" expansion, straight cut, legal, dark brown	15	each	2.25	33.75
44	Scissors, all purpose, 8" straight, Fiskars®, ErgoMax™ contoured handle	13	each	4.76	61.88
45	LaserJet toner cartridge, Hewlett Packard 1100A, 92A, C4092A	14	each	60.42	845.88
46	Catalog envelope, 10 x 13, 28 #, white, Columbian® Grip Seal®, 100 per box	11	box	14.62	160.82
47	Inkjet cartridge, Tricolor, HP95, (#C8766WN)	10	each	20.72	207.20
48	Tape, Scotch® Magic™ 810, 3/4" x 1000", 10 rolls per pack	18	pkg	13.16	236.88
49	Wilson Jones 3 ring binder, 1" ring, vinyl, blue	170	each	1.27	215.90
50	Highlighter, yellow, fluorescent, retractable, Sharpie®, 12 per box	4	box	6.61	26.44
51	EXPO® dry erase markers, low order, chisel point, assorted colors, 12 per box	3	box	7.43	22.29
52	Toner cartridge, laser jet, HP 645A black, C9730A	20	each	218.23	4,364.60
53	Toner cartridge, laser jet, HP 645A magenta, C9733A	19	each	305.95	5,813.05
54	Toner cartridge, laser jet, HP 645A cyan, C9731A	19	each	305.95	5,813.05
55	Toner cartridge, laser jet, HP 645A yellow, C9732A	19	each	305.95	5,813.05
56	Scotch® Magic™ 810 reill tape, 3/4" x 1296", 6 per pack	3	pkg	9.57	28.71
57	Sharpie® fine-point pen, 0.3 mm, black (mfg 1742663), 12 per box	3	box	9.06	27.18
58	Paper Mate® Comfortmate™ Grip retractable ballpoint pen, 1.0 mm, med point, black, 12 per box	6	box	5.10	30.60
59	Paper, laserjet, 8.5 x 11, 24 #, 97 bright, white, HP, 500 per ream	141	ream	8.14	1,147.74
60	OIC® binder clips, small, 3/4" wide, 3/8" capacity, 12 per box	31	box	1.23	38.13
61	OIC® binder clips, medium, 1-1/4" wide, 5/8" capacity, 12 per box	28	box	1.99	55.72
62	Bic® Clic Stic® retractable pen, black, medium point, 1.0 mm, 12 per box	21	box	NO	BID
63	Adding machine tape, 2" x 150", single ply, white	215	each	0.85	182.75
64	SanDisk® Secure Digital™ memory card, 2 GB	9	each	12.34	111.06
65	Flash drive, 2 GB, PNY #1v100w	1	each	NO	BID

3-15 Office Supply Tabulation

		Office Spot (NIPA)			
66	Mini binder clips, 9/16" wide, 1/4" capacity, OIC®, 12 per box	43	box	0.75	32.25
67	Post-it® Notes, 4" x 6", lined, canary yellow, recycled, 5 per pack	4	pkg	7.03	28.12
68	Pilot® Precise™ V5 liquid ink rollerball pen, 0.5 mm, black, 12 per box	3	box	NO	BID
69	Pilot® Precise™ V5 liquid ink rollerball pen, 0.5 mm, blue, 12 per box	1	box	NO	BID
70	Pilot® Precise™ V5 liquid ink rollerball pen, 0.5 mm, red, 12 per box	1	box	NO	BID
71	Pencil, mechanical, Pentel® Sharp™ automatic drafting pencil, 0.5mm, black	13	each	2.14	27.82
72	Manila end tab folder, straight cut, letter, 10% recycled, Smead®, 100 per box	22	box	9.66	212.52
73	Folder, full end tab, straight cut, 1 divider, 4 partition, legal, Smead®	80	each	2.07	165.60
74	Smead® end tab classification folder, 2 dividers, 6 partitions, legal, straight cut	20	each	2.36	47.20
75	Smead® economical end tab pocket file, letter, 5.25" expansion	230	each	4.27	982.10
76	Smead® economical end tab pocket file, letter, 3.5" expansion	185	each	2.94	543.90
78	Storage box, 4-1/4" H x 9-1/2" W x 23-1/4" D, Bankers Box® Liberty®	175	each	13.29	2,325.75
79	Post-it® Notes, 3" x 3", pop-up, canary yellow, recycled, 12 per box	2	pkg	7.74	15.48
80	OIC® binder clips, large, 2" wide, 1" capacity, 12 per box	35	box	1.89	66.15
81	Legal pad, 8-1/2" x 11-3/4", canary, Tops® Docket® (TOP63400) 12 per pack	4	pkg	21.11	84.44
82	Expanding file pocket, 3-1/2" expansion, 9-1/2" x 11-3/4", redrope, Smead®	10	each	0.77	7.70
83	Steno pad, 6" x 9", 80 sheets, Gregg ruled, green paper, top spiral bound	48	each	NO	BID
84	Paper clips, jumbo, smooth finish, 100 per box	103	box	NO	BID
85	Paper clips, #1 regular, smooth finish, 100 per box	105	box	NO	BID
				total	46,691.52
				low on 13 of 83 items no bid 12 items	

Note: Items 32 and 77 have been deleted. They were duplicates of items 31 and 76.

Rebate offered based on \$175,000.00 annual spend: none

3-15-11 Office Supply Tabulation

				OfficeMax (TCPN)	
Line No.	DESCRIPTION	QTY	UOM	Unit price	Amount
1	Sharpie® fine-point pen, 0.3 mm, blue (mfg 1742664), 12 per box	2	box	7.71	15.42
2	Sharpie® fine-point pen, 0.3 mm, red (mfg 1742665), 12 per box	4	box	7.71	30.84
3	Pilot® EasyTouch retractable ballpoint pen, 1.0 mm, medium point, black, 12 per box	8	box	4.20	33.60
4	Inkjet cartridge, black, HP94, twin pack, (#C9350FN#140)	12	each	34.76	417.12
5	Paper Mate® Liquid Espresso® Porous Point pen, 1.0 mm, medium point, blue, 12 per box	2	box	1.09	2.18
6	Paper Mate® Liquid Espresso® Porous Point pen, 1.0 mm, medium point, black, 12 per box	2	box	6.77	13.54
7	Inkjet cartridge, black, HP45, #51645A	16	each	27.65	442.40
8	Post-it® Notes, 1-1/2" x 2", canary yellow, 100 sheets per pad, 12 pads per pack	27	pkg	2.76	74.52
9	Post-it® Notes, 3" x 3", canary yellow, 100 sheets per pad, 12 per pack	26	pkg	6.34	164.84
10	HP 78 Tricolor ink cartridge	15	each	29.95	449.25
11	Paper Mate® Sharpwriter mechanical pencil, .07 mm, yellow barrel, 12 per box	9	box	1.71	15.39
12	Paper Mate® ballpoint stick pens, 1.0 mm, medium point, blue, 12 per box	14	box	0.65	9.10
13	Paper Mate® ballpoint stick pens, 1.0 mm, medium point, black, 12 per box	42	box	0.65	27.30
14	Sanitizer, hand, Purell® with Aloe, 8 oz.	8	each	2.14	17.12
15	Telephone message book, 4 messages per page, 2 copies, spiral bound, Adams® #SC1187D	8	each	2.60	20.80
16	Post-it® Notes, 3" x 3", canary yellow, 6 per pack	2	pkg	3.39	6.78
17	Post-it® Action Tape Arrow Flags set, 1-3/4" x 1/2", assorted colors, 100 per pack	11	pkg	1.51	16.61
18	Highlighter, Sanford® Sharpie Accent® yellow, fluorescent, 12 per box	4	box	3.17	12.68
19	Marker, Sharpie®, fine point, black, 12 per box	18	doz	4.37	78.66
20	Century cleaning duster, 10 oz.	7	each	3.68	25.76
21	Dixon® Golf pencils, 3-1/2", Yellow, 144 per box	25	box	3.49	87.25
22	Swingline® S.F. 4 premium staples, chisel point, 1/4", full strip, 5000 box	59	box	1.35	79.65
23	LaserJet toner cartridge, Hewlett Packard 6P, 03A (C3903A)	2	each	86.41	172.82
24	Catalog envelope, 10 x 13, Kraft, Columbian® Grip Seal®, 100 per box	10	box	6.61	66.10
25	Correction tape, Liquid Paper® Dryline®, single line, 2-pack, 335"	70	each	2.34	163.80
26	Catalog envelope, 9 x 12, Kraft, Columbian® Grip Seal®, 100 per box	13	box	6.63	86.19
27	Paper Mate® Comfortmate™ retractable ballpoint pen, 1.0 mm, medium point, blue, 12 per box	16	box	3.34	53.44
28	HP 27X black toner cartridge, C4127X	25	each	118.07	2,951.75
29	Canon FX4 toner cartridge	12	each	59.02	708.24
30	While you were out pads, pink, 4" x 5", Adams®, 12 per package	2	pkg	1.14	2.28

3-1: Office Supply Tabulation

			OfficeMax (TCPN)		
31	Manila file folders, 1/3 cut, letter, Smead®, 100 per box	10	box	4.62	46.20
33	HP multipurpose paper, 11" x 17", 20 #, 96 bright, 500 sheets per ream	10	ream	6.95	69.50
34	Avery® Frame Presentation 3 ring binder, 1" rings, white	65	each	3.36	218.40
35	High speed copy paper, 8-1/2 x 11, 20#, 92 bright, Xerox®, 500 sheets per ream	1	ream	3.76	3.76
36	Paper, multipurpose, 8.5 x 11, 20#, Yellow, Xerox®,	2	ream	3.72	7.44
37	Multi-purpose paper, letter, 20#, 92 bright, Hammermill®, 500 sheets per ream, 10 reams per case	792	case	30.52	24,171.84
38	Interdepartmental envelopes, 10" x 13", string & button, 2- side, Columbian®, 100 per box	6	box	15.05	90.30
39	LaserJet toner cartridge, Hewlett Packard 4700, black, Q5950A	16	each	154.53	2,472.48
40	LaserJet toner cartridge, Hewlett Packard 4700, cyan, Q5951A	12	each	232.91	2,794.92
41	LaserJet toner cartridge, Hewlett Packard 4700, yellow, Q5952A	8	each	232.91	1,863.28
42	LaserJet toner cartridge, Hewlett Packard 4700, magenta, Q5953A	6	each	232.91	1,397.46
43	Smead® Tuff Pocket® end tab file pocket, 5-1/4" expansion, straight cut, legal, dark brown	15	each	2.09	31.35
44	Scissors, all purpose, 8" straight, Fiskars®, ErgoMax™ contoured handle	13	each	0.89	11.57
45	LaserJet toner cartridge, Hewlett Packard 1100A, 92A, C4092A	14	each	57.34	802.76
46	Catalog envelope, 10 x 13, 28 #, white, Columbian® Grip Seal®, 100 per box	11	box	10.59	116.49
47	Inkjet cartridge, Tricolor, HP95, (#C8766WN)	10	each	21.70	217.00
48	Tape, Scotch® Magic™ 810, 3/4" x 1000", 10 rolls per pack	18	pkg	10.89	196.02
49	Wilson Jones 3 ring binder, 1" ring, vinyl, blue	170	each	1.21	205.70
50	Highlighter, yellow, fluorescent, retractable, Sharpie®, 12 per box	4	box	8.98	35.92
51	EXPO® dry erase markers, low order, chisel point, assorted colors, 12 per box	3	box	5.74	17.22
52	Toner cartridge, laser jet, HP 645A black, C9730A	20	each	195.39	3,907.80
53	Toner cartridge, laser jet, HP 645A magenta, C9733A	19	each	273.94	5,204.86
54	Toner cartridge, laser jet, HP 645A cyan, C9731A	19	each	273.94	5,204.86
55	Toner cartridge, laser jet, HP 645A yellow, C9732A	19	each	273.94	5,204.86
56	Scotch® Magic™ 810 reill tape, 3/4" x 1296", 6 per pack	3	pkg	7.46	22.38
57	Sharpie® fine-point pen, 0.3 mm, black (mfg 1742663), 12 per box	3	box	7.71	23.13
58	Paper Mate® Comfortmate™ Grip retractable ballpoint pen, 1.0 mm, med point, black, 12 per box	6	box	4.71	28.26
59	Paper, laserjet, 8.5 x 11, 24 #, 97 bright, white, HP, 500 per ream	141	ream	5.94	837.54
60	OIC® binder clips, small, 3/4" wide, 3/8" capacity, 12 per box	31	box	0.19	5.89
61	OIC® binder clips, medium, 1-1/4" wide, 5/8" capacity, 12 per box	28	box	0.47	13.16
62	Bic® Clic Stic® retractable pen, black, medium point, 1.0 mm, 12 per box	21	box	2.49	52.29
63	Adding machine tape, 2" x 150", single ply, white	215	each	0.39	83.85
64	SanDisk® Secure Digital™ memory card, 2 GB	9	each	16.66	149.94
65	Flash drive, 2 GB, PNY #1v100w	1	each	20.25	20.25

3-15-11 Office Supply Tabulation

		OfficeMax (TCPN)			
66	Mini binder clips, 9/16" wide, 1/4" capacity, OIC®, 12 per box	43	box	0.11	4.73
67	Post-it® Notes, 4" x 6", lined, canary yellow, recycled, 5 per pack	4	pkg	8.21	32.84
68	Pilot® Precise™ V5 liquid ink rollerball pen, 0.5 mm, black, 12 per box	3	box	7.46	22.38
69	Pilot® Precise™ V5 liquid ink rollerball pen, 0.5 mm, blue, 12 per box	1	box	7.46	7.46
70	Pilot® Precise™ V5 liquid ink rollerball pen, 0.5 mm, red, 12 per box	1	box	7.46	7.46
71	Pencil, mechanical, Pentel® Sharp™ automatic drafting pencil, 0.5mm, black	13	each	1.14	14.82
72	Manila end tab folder, straight cut, letter, 10% recycled, Smead®, 100 per box	22	box	8.43	185.46
73	Folder, full end tab, straight cut, 1 divider, 4 partition, legal, Smead®	80	each	2.30	184.00
74	Smead® end tab classification folder, 2 dividers, 6 partitions, legal, straight cut	20	each	2.05	41.00
75	Smead® economical end tab pocket file, letter, 5.25" expansion	230	each	1.12	257.60
76	Smead® economical end tab pocket file, letter, 3.5" expansion	185	each	0.93	172.05
78	Storage box, 4-1/4" H x 9-1/2" W x 23-1/4" D, Bankers Box® Liberty®	175	each	4.61	806.75
79	Post-it® Notes, 3" x 3", pop-up, canary yellow, recycled, 12 per box	2	pkg	6.50	13.00
80	OIC® binder clips, large, 2" wide, 1" capacity, 12 per box	35	box	1.03	36.05
81	Legal pad, 8-1/2" x 11-3/4", canary, Tops® Docket® (TOP63400) 12 per pack	4	pkg	7.54	30.16
82	Expanding file pocket, 3-1/2" expansion, 9-1/2" x 11-3/4", redrope, Smead®	10	each	0.51	5.10
83	Steno pad, 6" x 9", 80 sheets, Gregg ruled, green paper, top spiral bound	48	each	0.82	39.36
84	Paper clips, jumbo, smooth finish, 100 per box	103	box	0.34	35.02
85	Paper clips, #1 regular, smooth finish, 100 per box	105	box	0.12	12.60
		total		63,681.95	
				low on 19 of 83 items tied on 2 items	

Note: Items 32 and 77 have been deleted. They were duplicates of items 31 and 76.

Rebate offered based on \$175,000.00 annual spend: 1.20% \$ 2,100.00



Item numbers 6, 14, 24, 26, 30, 31, 36, 38, 43, 44, 46, 56, 60, 61, 63, 66, 67, 71, 72, 73, 74, 75, 76, 78, 80, 82, 84 and 85 were offered as alternate products, which did not meet specifications.

JOINT EXERCISE OF POWERS AGREEMENT



This Agreement is Between the National Joint Powers Alliance® (NJPA) and

City of Richardson, Texas
(participating governmental agency)

Agreement. The participants in this Joint Exercise of Powers Agreement, hereinafter referred to as the Agreement, agree to jointly or cooperatively exercise certain powers common to them for the procurement of various goods and services by the participants. The term "governmental agency" as defined and used in this Agreement, includes any city, county, town, school district, education agency, post secondary institution, governmental agency or other political subdivision of any agency of any state of the United States or any other country that allows for the Joint Exercise of Powers, and includes any instrumentality of a governmental agency. For the purpose of this section, an instrumentality of a governmental agency means an instrumentality having independent policy making and appropriating authority.

Purpose. The purpose of this Agreement is to allow for the cooperative efforts to provide for contract and vendor relationships to purchase supplies, materials, equipment or services (hereinafter referred to as goods and services,) as a result of the current and active competitive bidding process exercised by a legal qualifying bidding agency on behalf of governmental and other qualifying agencies. Qualified customers may forgo the competitive bidding process as a result of this action and process provided on the agencies behalf. Reference the Uniform Municipal Contracting Law MN Statute 471.345 subd 15. This provision is made possible as a result of the purchasing contract development through a national governmental agency association's purchasing alliance.

Whereas, parties to this Agreement are defined as governmental agencies in their respective states;

and Whereas, this Agreement is intended to be made pursuant to the various Joint Exercise of Powers Acts of the states or nations of the respective participating governmental agencies which authorizes two or more governmental agencies to exercise jointly or cooperatively powers which they possess in common;

and Whereas, the undersigned Participating Governmental Agency asserts it is authorized by Intergovernmental Cooperation Statutes to enter into an agreement with NJPA to cooperate in procurement of goods and services;

and Whereas, NJPA asserts it is a Minnesota Service Cooperative created and governed under Minnesota Statute §123A.21 authorized by Minnesota Statute §471.59 to "jointly or cooperatively exercise any power common to the contracting parties";

and Whereas, the undersigned Participating Governmental Agency and NJPA desire to enter into a "Joint Exercise of Powers Agreement" for the purpose of accessing available purchasing contracts for goods and services from each other which can be most advantageously done on a cooperative basis;

Now Therefore, it is mutually agreed as follows:

1. The Parties to this agreement shall provide in a cooperative manner access to each other's purchasing efforts to procure supplies, equipment, materials and services hereinafter referred to as "goods and services",
2. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the purchasing of goods and services as they pertain to the laws of their state or nation,
3. Either Party to this Agreement may terminate their participation in this Agreement upon thirty (30) days written notice,
4. Neither Party to this Agreement claims any proprietary interest of any nature whatsoever in any of the other participants in this Agreement
5. Each party agrees that it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law;

**JOINT EXERCISE OF POWERS
AGREEMENT**



- 6. Both Parties to this Agreement agree to abide by all of the general rules and regulations and policies of the participating agencies that they are receiving goods and services from;
- 7. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers;
- 8. Both Parties to this Agreement agree to provide for the disposition of any property or surplus moneys (as defined by the participant) acquired as a result of this joint exercise of powers in proportion to the contributions of the governing bodies and;
- 9. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body.

This Agreement allows for the NJPA to provide procurement contracts on behalf of all qualified participating agencies pursuant to the Uniform Municipal Contracting law, MN Statute §471.345 Subd 15.

PARTICIPANT INFORMATION

Applicant Name: City of Richardson
 Address: P.O. Box 830309
Richardson, TX 75083-0309
 Contact Person: Pam Kirkland
 Title: Purchasing Manager
 E-mail: pam.kirkland@cor.gov
 Phone: 972-744-4132
 Website: www.cor.net

Reference:
 Minnesota Joint Exercise of Powers
 M.S. 471.59

Participating Agency
 Joint Exercise of Powers Authority
 granted under State Statute
#Govt. Code Chapter 791

THE UNDERSIGNED PARTIES HAVE AGREED THIS DAY TO THE ABOVE CONDITIONS.

Member Name:	National Joint Powers Alliance®
By _____	_____
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
Its _____	_____
TITLE	TITLE
_____	_____
DATE	DATE

Completed agreements may be returned to:
 National Joint Powers Alliance ®
 200 First Street NE, Suite 1
 Staples, MN 56479

Duff Erholtz
 phone 218-894-5490
 fax 218-894-3045
 e-mail duff.erholtz@njpacoop.org



MEMO

DATE: April 4, 2011

TO: Kent Pfeil – Director of Finance

FROM: Pam Kirkland – Purchasing Manager *Pam*

SUBJECT: Award of Bid #36-11 for the co-op purchase of a knuckleboom truck for the Solid Waste Department to Sam Pack's Five Star Ford for a total expenditure of \$134,124 through the Texas Local Government Statewide Purchasing Cooperative Buyboard Contract #358-10


Proposed Date of Award: April 11, 2011

I concur with the recommendations of Ernest Ramos - Fleet & Materials Manager and David Johnson – Solid Waste Manager to issue a purchase order for the above referenced vehicle to Sam Pack's Five Star Ford in the amount of \$134,124.

The above referenced knuckleboom truck has been bid through the Texas Local Government Statewide Purchasing Cooperative (Buyboard) Contract #358-10. The City of Richardson is a member of the Texas Local Government Statewide Purchasing Cooperative through our existing interlocal agreement for cooperative purchasing pursuant to Texas Government Code, Chapter 791.025 and Texas Local Government Code, Subchapter F, Section 271.102. This agreement automatically renews annually unless either party gives prior notice of termination.

A total of \$135,000 was budgeted in account 593-2045-581-7421, Project #RB1101 for this expenditure.

Concur:


Kent Pfeil

ATTACHMENTS

Xc: Bill Keffler
Dan Johnson
Michelle Thames
David Morgan
Cliff Miller



MEMO

DATE: March 25, 2011

TO: Pam Kirkland, Purchasing Manager

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

RE: Capital Equipment Purchase, RB1101, Cab/Chassis w/Boom/Grapple/45-yard Container via Buyboard Contract # 358-10

I have reviewed the existing contract referenced above and recommend purchasing one (1) Ford F-750 Conventional Cab/Chassis w/Boom/Grapple/45-yard Container with accessories from Sam Pack's Five Star Ford for an amount not to exceed \$134,124.00. I have reviewed and approved the quote with options listed from Sam Pack's Five Star Ford. The funding for this purchase is funded from account # 593-2045-581-7421, Project # RB1101.

The contact at Sam Pack's Five Star Ford is Mr. Alan Rosner, and he can be reached at (888) 835-3389, or E-mail: alanrosner@spford.com, or fax: (972) 245-5278. Please order the truck chassis as specified on the Buyboard Contract Pricing Worksheet.

Attachment/s: Copy of Buyboard Contract, 2-pages
Copy of Buyboard Quote, 1-page

CC: David Johnson, Solid Waste Manager
Travis Switzer, Assistant Director of Public Services
Jerry Ortega, Director of Public Services
Kent Pfeil, Director of Finance



MEMO

TO: PAM KIRKLAND – PURCHASING MANAGER
FROM: DAVID JOHNSON – SOLID WASTE MANAGER
DATE: APRIL 1, 2011
**SUBJECT: CAPITAL PURCHASE – KNUCKLEBOOM TRUCK
VIA BUYBOARD CONTRACT # 358-10**



Solid Waste has approved in the Solid Waste Capital Budget for FY 10-11 a knuckleboom truck for use in the BABIC program. This purchase is for a cab/chassis with a boom/grapple/45 yard container. Funding for this purchase is in account number 593-2045-581-7421. Project number is RB1101. The purchase is for an amount not to exceed \$134,124.00.

Solid Waste concurs with Fleet and recommends the purchase be made from Sam Pack's Five Star Ford.

Advise if you have any questions or need additional information.

XC: Jerry Ortega – Director of Public Services
Travis Switzer – Assistant Director of Public Services, Environmental Operations

Sam Pack's Five Star Ford
1635 S. IH 35E Carrollton Texas, 75006
(888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT
Cars and Light Trucks
Team Members - Don McCormick -Bill Dutton - Alan Rosner
Contract Name:BuyBoard 358-10

End User: City of Richardson **Sam Pack's Rep:** Alan Rosner
Contact: Ernie Ramos **Date:** 3/17/2011
Contact TN/Email: ernest.ramos@cor.gov **Phone #:** 972-744-4421

Product Description: 2011 Ford F-750 Brush Truck - 37,000 GVWR

A. Bid Series: F-750 **Base Price:** \$ 43,950.00

B. Published Options (Itemize Each Below)

Code	Description	Bid Price	Code	Description	Bid Price
	2011 Ford F-750	Included		23000# Single Speed Rear Axle	\$ 1,802.00
	Air Conditioning	Included		Air Suspension - 23000 Cap	\$ 1,915.00
	Regular Cab	Included		6.83 ratio rear end	included
	Allison Automatic Transmission 3000	\$ 6,599.00		295/80R22.5 Michelin Tires	\$ 1,288.00
	RDS on/off refuse application	Included		281WB	\$ 1,220.00
	Allison Rugged Duty Programming	\$ 850.00		Outer "C" channel frame reinforcement	\$ 1,159.00
	250HP Cummins	\$ 3,744.00		Throttle Advance	\$ 400.00
	Air Brakes	\$ 1,941.00		Buyboard Contract # 357-10	
	Bendix Air Dryer w/Heater	\$ 710.00		Brush Body -	
	14000# Front Axle	\$ 1,560.00		Lemco 8000 C Brush Loader 24' Fixed	
	14000# Front Leaf Spring	\$ 1,350.00		Non-Dumping Bed - Boom 20'6" 23'	
	Front Aux rubber spring	\$ 291.00		24x90 - 49 CU YD	\$ 64,945.00
Total of B. - Published Options					\$ 89,774.00

C. Off Menu Options

Code	Description	Bid Price	Code	Description	Bid Price

Off Menu Options limited to 25% of Published Price Current % **0%** **Total of C. - Off Menu Options** \$ -

D. Contract Price Adjustment		
E. Delivery Charges	<u>0 Miles @ \$1.50/mile</u>	\$ -
F. Total of A + B + C + D + E = F		\$ 133,724.00
G. Quantity Ordered <u>1</u> X F =		\$ 133,724.00
H. Administrative Fee <u>Buy Board Admin Fee</u>		\$ 400.00
I. Non-Equip Charges & Credits		
J. TOTAL PURCHASE PRICE INCLUDING ADMIN FEE		\$ 134,124.00



MEMO

DATE: April 4, 2011
TO: Kent Pfeil – Director of Finance
FROM: Pam Kirkland – Purchasing Manager *Pam*
SUBJECT: Award of Bid #37-11 for the co-op purchase of a high speed turf mower for the Parks & Recreation Department to Professional Turf Products for a total expenditure of \$86,706.14 through the Texas Local Government Statewide Purchasing Cooperative Buyboard Contract #292-08

Proposed Date of Award: April 11, 2011

I concur with the recommendations of Ernest Ramos - Fleet & Materials Manager and Dan Baker – Superintendent of Parks to issue a purchase order for the above referenced mower to Professional Turf Products in the amount of \$86,706.14.

The above referenced mower has been bid through the Texas Local Government Statewide Purchasing Cooperative (Buyboard) Contract #292-08. The City of Richardson is a member of the Texas Local Government Statewide Purchasing Cooperative through our existing interlocal agreement for cooperative purchasing pursuant to Texas Government Code, Chapter 791.025 and Texas Local Government Code, Subchapter F, Section 271.102. This agreement automatically renews annually unless either party gives prior notice of termination.

Funding is available in account 231-3061-581-7401, Project #PM1139 for this expenditure.

Concur:

Kent Pfeil

Kent Pfeil

ATTACHMENTS

Xc: Bill Keffler
Dan Johnson
Michelle Thames
David Morgan
Cliff Miller



MEMO

DATE: March 22, 2011
TO: Pam Kirkland, Purchasing Manager
FROM: Ernie Ramos, Fleet & Materials Manager
RE: Capital Equipment Purchase, PM1139, Turf Mower via TASB
Buyboard Contract 292-08, Item # 31599

I have reviewed the existing contract referenced above and recommend purchasing a Toro Groundsmaster 5910 from the TASB contract via Professional Turf Products for an amount not to exceed \$86,706.14. The funding for this purchase is funded from account # 231-3061-581-7401, Project # PM1139. The contact at Professional Turf Products is Mr. Will Dutton, and he can be reached at (972) 453-0190, or E-mail: dutton@ProTurf.com, or fax: (817) 785-1901.

Attachment/s: Copy of Contract Item # 31599, 1-page
Professional Turf Products Quote, 1-page

CC: Ben Hill, Assistant Parks Superintendent
Bobby Kinser, Assistant Parks Superintendent
Dan Baker, Superintendent of Parks
Michael Massey, Director of Parks and Recreation
Kent Pfeil, Director of Finance



MEMO

TO: Pam Kirkland
FROM: Dan Baker – Superintendent of Parks
DATE: April 4, 2011
SUBJECT: High Speed Rotary Mower - Parks - 2011

Parks Maintenance Division concurs with Ernie Ramos' recommendation for the following purchase:

Toro Groundsmaster 5910 from the TASB contract via Professional Turf Products for an amount not to exceed \$86,706.14. The funding for this purchase is funded in the following account:

\$ 86,706.14 231-3061-581-7401, Project # PM1139

The contact at Professional Turf Products is Mr. Will Dutton, and he can be reached at (972) 453-0190, or E-mail: dutton@ProTurf.com, or fax: (817) 785-1901.



Professional Turf Products, L.P.
 1010 N. Industrial Blvd.
 Euless, Texas 76039
 (888) 776-8873 ext. 5100 // Fax (817) 785-1901
 Submitted by: Professional Turf Products, L.P.
 www.proturf.com



Quotation

Ship To	City Of Richardson		Date	3/15/2011
Corp. Account	GSA / BUYBOARD		Sales Tax Rate	
Contact	Ernest Ramos		Destination Charges	
Address	1260 Columbia Dr		Trade-In Allowance	
City	Richardson		Finance	
State	TX	Comments:	Corporate Account	Yes
Zip	75081	buyboard contract 292-08		
Telephone	214-212-1531			
Fax	972-744-5812			

Qty.	Part/Model #	Description	Unit Price	Extension
Large Rotaries				
1	31599	Groundsmaster 5910	\$ 85,706.14	\$ 85,706.14
			Large Rotaries	\$ 85,706.14

Summary

New Equipment

Large Rotaries	\$ 85,706.14
Destination Charges	\$ 1,000.00
New Equipment Total	\$ 86,706.14



MEMO

DATE: April 6, 2011

TO: Kent Pfeil – Director of Finance

FROM: Pam Kirkland – Purchasing Manager 

SUBJECT: Award of Bid #39-11 for the co-op purchase of three diesel generators for the Information Services Department to Cummins Southern Plains, LLC in the amount of \$74,508.00 through the Houston-Galveston Area Council of Governments Contract #GE02-10

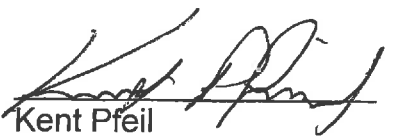
Proposed Date of Award: April 11, 2011

I concur with the recommendation of Steve Graves, Chief Information Officer, and formally request permission to issue a purchase order to Cummins Southern Plains, LLC for three diesel generators for the City's new radio shelters, as specified in the attached quotation, in the amount of \$74,508.00.

The above referenced equipment has been bid through the Houston-Galveston Area Council of Government (HGAC) Contract #GE02-10. The City of Richardson participates in this program through our existing interlocal agreement for cooperative purchasing pursuant to Texas Government Code, Chapter 791.025 and Texas Local Government Code, Subchapter F, Section 271.102. This agreement automatically renews annually unless either party gives prior notice of termination.

Funding is available in account 230-0540-581-7401, 546-0540-581-7401 and 592-0540-581-7401, Project #IS1002 for this expenditure.

Concur:


Kent Pfeil

ATTACHMENTS

- Xc: Bill Keffler
- Dan Johnson
- Michelle Thames
- David Morgan
- Cliff Miller



DATE: April 6, 2011
TO: Pam Kirkland, Purchasing Manager
FROM: Steve Graves, Chief Information Officer *SGraves*
SUBJECT: 2010-11 Radio Shelter Generator Purchase

I recommend using CUMMINS SOUTHERN PLAINS, LLC to purchase three Cummins Genset-Diesel Generators for our new radio shelters. The new generators will be placed at Centennial and Holly water towers and the NTMWD Shiloh Pumpstation Site. Total cost for the equipment is \$74,508 funding is provided using account numbers 230-0540-581-74.01, 546-0540-581-74.01 and 592-0540-581-74.01 project number IS1002. This purchase is being made using the HGAC cooperative purchasing agreement GE02-10.



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:

GE02-10

Date Prepared:

4/6/2011

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Richardson	Contractor:	Cummins Southern Plains
Contact Person:	Kevin Simms	Prepared By:	Phillip Hull
Phone:	972-744-4049	Phone:	817-640-6984
Fax:		Fax:	817-640-6959
Email:	kevin@cor.gov	Email:	phillip.m.hull@cummins.com

Product Code:	AB02-1	Description:	35 kW Generator
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 18745

B. Published Options - Itemize below - Attach additional sheet 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
35 kW Diesel Generator	2800		
Subtotal From Additional Sheet(s):			
Subtotal B:			2800

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
225 Amp Transfer Switch	2395		
Startup/Commisioning	896		
Subtotal From Additional Sheet(s):			
Subtotal C:			3291

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: 15%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	3	X Subtotal of A + B + C:	24836	=	Subtotal D:	74508
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E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
Subtotal E:			0

Delivery Date: **F. Total Purchase Price (D+E):** 74508

Our energy working for you.™



Quotation

CUMMINS SOUTHERN PLAINS, LLC
600 N. Watson Road
Arlington TX 76004 United States
Direct: 817-640-6984

April 5, 2011

Project Name: HGAC - City of Richardson - 35 kW DSFAA

Quotation: 131510

Thank you for your inquiry. We are pleased to quote as follows:

USD

Item	Description	Qty
	Diesel Genset: 60Hz-35kW	
Install-US-Stat	U.S. EPA, Stationary Emergency Application	3
35DSFAA	Genset-Diesel, 60Hz, 35kW	3
A331-2	Duty Rating-Standby Power	3
L119-2	Cert-EPA,Nonroad CI,Tier 3 per 40 CFR 89	3
F173-2	Enclosure-Steel,Sound Att,Level 2,w/Exhaust System	3
R104-2	Voltage-120/240,1 Phase,3 Wire	3
B267-2	Alternator-60Hz,12 Ld,Broad Rng,Full 1Ph Outp,125C	3
H643-2	SET CONTROL-PCC 2100	3
B240-2	Exciter/Regulator-Torque Match	3
A366-2	Engine Governor-Electronic, Isochronous Only	3
H536-2	Display Language-English	3
H606-2	Meters-AC Output,Analog	3
KP60-2	Interface-CommunicationsNtwk,FTT-10	3
KM65-2	Circuit Breaker Mtg-Single Brkr,Left of Control	3
KB19-2	Circuit Breaker-150A,2pole,240V,Thermo-Magnetic,UI	3
L163-2	Listing, ULC-S601-07	3
C168-2	Fuel Tank-Dual Wall Subbase, 24 Hour Capacity	3
C157-2	Switch-Low Fuel Level, Subbase	3
C169-2	Switch-Annunciator, Liquid In Rupture Basin	3
F179-2	Skidbase-Housing Ready	3
E125-2	Engine Cooling-High Ambient Air Temperature	3
H389-2	Shutdown-Low Coolant Level	3
H036-2	Coolant Heater-120 Volt Ac, Single Phase	3
L028-2	Genset warranty- Base, Standby 2 years / 400 hours, Prime Power 1 year / unlimited hours, Continuous Power 1 year / unlimited hours	3

A322-2	Packing-Skid, Poly Bag	3
F065-2	Rack-Battery	3
H268-2	Extension-Oil Drain	3
CP01-2	Common Parts Listing	3
SPEC-D	Product Revision - D	3
LC12-501-2	SENS Battery Charger 12VDC, 3.5A, 120VAC, with cord	3
Start-Up	System Check & Inspection	3
Genset Freight	Generator Freight FOB Jobsite	3
BC Install	Wire and Mount Battery Charger on Generator Set	3
0541-1149	PowerCommand ModLon Gateway II (ModBus to LON Converter)	3
Battery - SAE 31	12 Volt, Lead Acid	3

Transfer Switch-Electronic Control: 225A

OTEC225	Transfer Switch-Electronic Control,225Amp	3
A028-7	Poles-3	3
A046-7	Listing-UL 1008/CSA Certification	3
A044-7	Frequency-60 Hertz	3
A041-7	System-Single Phase, 2 Wire Or 3 Wire	3
R023-7	Voltage-240 Vac	3
B001-7	Cabinet-Type 1	3
L202-7	Auxiliary Relay-Switch In Emergency Position-12VDC	3
L203-7	Auxiliary Relay-Switch In Normal Position-12VDC	3
M033-7	Genset Starting Battery-12VDC	3
G009-7	Transfer Switch Warranty - 1 Yr Comprehensive	3
CP01-7	Common Parts Listing	3
SPEC-A	Product Revision - A	3

Grand Total \$74,508.00

Submitted by

Phillip Hull , Power Systems Representative
phillip.m.hull@cummins.com
Mobile: 817-507-7637
Fax: 817-640-6959

Terms and Conditions

Submittals:

Submittal completion: **2 to 4** calendar weeks after receipt of purchase order.

Delivery:

Delivery is estimated as **3** calendar weeks (ATS) and **8 to 9** calendar weeks (GenSet) after receipt of written purchase order, receipt of approved submittals and written release of order for production. No liquidated damages will be accepted, assigned, or transferred to Cummins Southern Plains, LLC. Due to heavy demand in the current

engine business, please be advised that delivery lead times are subject to change. Delivery point is listed in "Quote Includes" section above.

Quotation Terms and Conditions:

Due to the unstable pricing market for steel and copper, pricing is firm for order(s) received within 30 days of quotation date. If after 30 days from quotation date, or anytime prior to submittal release/approval raw material, components or vendors increase prices, or impose a surcharge on CSPL, CSPL reserves the right to increase prices and/or surcharge Purchaser and Purchaser agrees to accept such price increase or surcharge. Any local, State & Texas Emissions Reduction Plan (TERP) sales and use taxes which may be applicable are not included in this quotation. Payment terms are net 30 days after shipment with credit approval.

The following minimum charges will be assessed for cancellation of any order:

- 10% of total order price if cancellation is received in our office after we have provided submittals and prior to releasing equipment to be manufactured.
- 25% of total order price if cancellation is received in our office after we receive submittal release to order, we receive a purchase order for a generator already on order with the factory, or we are asked to make any hardware changes to the equipment already on order with the factory.
- 50% of total order price if cancellation is received in our office 60 or fewer days before the scheduled shipping date on the order.
- 75% of total order price if cancellation is received in our office after the equipment has shipped from the manufacturing plant.

Operations and Maintenance Manual quantity is listed in "Quote Includes" section above. Unless noted otherwise, only Cummins standard operation and maintenance manuals included in our proposal. Additional Manuals are available at \$ 150.00 each.

If hard copy submittals or operation and maintenance manuals are rejected, all copies must be sent back for Cummins Southern Plains to revise and re-submit. Otherwise a fee of \$150/manual or submittal will be charged.

All pricing quoted is contingent upon your acceptance of delivery at job site or other designated location within 20 days of our stated manufacturer's ship date. Equipment held for more than 20 days may be subject to storage charges based on the total project value.

Those orders that are ready for shipment but can not be delivered, for reasons such as job site delay, credit reasons, or equipment held at the customer's request, will be assessed a 2% (of net invoice) per month storage charge, starting 20 days after the estimated delivery date listed below. Storage may be elected up to 3 months, after which the order will be subject to cancellation, with appropriate cancellation charges applied.

A detailed specification was not included with the request for quotation. Equipment and services are limited to those listed in this quotation. Any additional requirements are not included with this quotation.

One (1) startup service call at site listed above is included with the above price. Included startup service is to be performed during normal working hours. After hours and weekend service is available at an additional fee. One week notification is required for startup services. Completed and signed startup questionnaire must be returned 24 hours prior to scheduled startup. If Start Up by a factory trained/Authorized technician is not performed within 12 months of delivery to the jobsite, additional costs may be added to cover required maintenance and/or service rate increases.

Startup service work includes:

1. Initial fill of coolant and lubricant.
2. Installation and connection of batteries.
3. Land control wires if necessary.
4. Set all controls, timers and relays.



**City of Richardson
City Council Meeting
Agenda Item Summary**



Meeting Date: Monday, April 11, 2011

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

Staff Resource: Bill Keffler, City Manager

Summary: The City Council will have an opportunity to preview and discuss with City Staff the agenda items that will be voted on at the City Council Meeting immediately following the Work Session.

Board/Commission Action: Various, if applicable.

Action Proposed: No action will be taken.





**City of Richardson
City Council Worksession
Agenda Item Summary**



Worksession Meeting Date: Monday, April 11, 2011

Agenda Item: Series 2011 Debt Issuance Activity

Staff Resource: Dan Johnson, Deputy City Manager
Kent Pfeil, Director of Finance

Summary: Representatives from the City's Financial Advisors (First Southwest Company) and Bond Counsel (Fulbright and Jaworski L.L.P.) will review the city's issuance of: 1) Combination Tax and Revenue Certificates of Obligation, Series 2011, and 2) Adjustable Rate General Obligation Refunding Bonds, Series 2011.

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

Board/Commission Action: N/A

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



**City of Richardson
City Council Worksession
Agenda Item Summary**



City Council Meeting Date: Monday, April 11, 2011

Agenda Item: Review and Discuss State of the University of Texas at Dallas

Staff Resource: Bill Keffler, City Manager

Summary Dr. David Daniel, President of the University of Texas at Dallas, will present a "State of UTDallas" report.

Topics will include: Campus development and planning, progress towards Tier One status and related research and academic achievements, State of Texas funding outlook, as well as student, faculty, and administration highlights.

Board/Commission Action: N/A

Action Proposed Receive Presentation; Council Review and Discussion



**City of Richardson
City Council Meeting
Agenda Item Summary**



Meeting Date: Monday, April 11, 2011

Agenda Item: Items of Community Interest

Staff Resource: Bill Keffler, City Manager

Summary: The City Council will have an opportunity to address items of community interest, including:

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

Board/Commission Action: NA

Action Proposed: No action will be taken.