



**CITY OF CEDAR PARK
REGULAR SCHEDULED CITY COUNCIL MEETING
AUGUST 26, 2021 AT 6:00 PM
BY FREE-OF-CHARGE VIDEOCONFERENCE ONLY**

Link For Meeting: <https://councilmtg.cedarparktexas.gov/>

Event Password: CedarPark2021

United States Toll Free: 1-844-992-4726

Access Code: 255 757 11438

Phone Password: 23327727

Corbin Van Arsdale, Mayor
Jim Penniman-Morin, Council Place One
Mel Kirkland, Council Place Two
Anne Duffy, Council Place Three

Heather Jeffs, Mayor Pro Tem
Eric. Boyce, Council Place Four
Kevin Harris, Council Place Five
Brenda Eivens, City Manager

*All electronic and printed materials to be presented at the Council Meeting must be submitted for cybersecurity and legal obscenity screening in accordance with City Policy. **Electronic material must be submitted by 12:00 p.m., day of meeting, and printed material must be submitted prior to the Call To Order.** Any electronic or printed material not submitted in accordance with the Policy, that poses a cybersecurity risk, or is legally obscene, will not be allowed. You may email the entire Council on any issue at Council@cedarparktexas.gov.*

AGENDA

- A.1 CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN.
- A.2 Consideration To Suspend City Council Rules Of Procedure, Rule 3.22 Participation By Video Conference Pursuant To Rule 3.24 Temporary Suspension Of Rules.

I. EXECUTIVE SESSION **To Commence At 6:00 p.m.**

In accordance with Chapter 551, Government Code, the City Council will now convene in a Closed Executive Session pursuant to the following provisions of the Texas Open Meetings Act, Chapter 551, of the Texas Government Code:

An unscheduled Closed Executive Session may be called to discuss any item on this posted agenda provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.

- B.1 Section §551.071 (2) Consultation With Attorney Regarding Matters In Which The Duty Of The Attorney To The Governmental Body Under The Texas Disciplinary Rules Of Professional Conduct Of The State Bar Of Texas Clearly Conflict With This Chapter:
 - a. Legal Issues Concerning The Lime Creek Quarry Lease Agreement.
- B.2 Section § 551.072 Deliberation Concerning The Purchase, Exchange, Lease Or Value Of Real Property.
 - a. Acquisition Of Property For The New Hope Drive Extension Project.

The Council Reconvenes into Open Meeting.

II. OPEN MEETING **To Commence At 7:00 p.m.**

- C.1 Invocation. (Kirkland)
- C.2 Pledges Of Allegiance (U.S. and Texas).
- C.3 Public Communications. (Regarding items not listed on this Agenda. Three Minutes each. No deliberations with the Council. The Council may respond only with factual statements, recitation of existing policy, and requests for an item to be placed on a future Agenda.)
- C.4 City Manager Report/Consideration Of: The COVID-19 Declaration Of Local State Of Disaster And Impact To The City Of Cedar Park.
- [C.5](#) City Manager Report: Fiscal Year 2021 Third Quarter Financial And Investment Report - Kevin Klosterboer, Assistant Finance Director.
- C.6 City Manager Report: 2021 Cedar Park Resident Survey Results.

Consent Agenda

Pursuant to Council Rule 2.3, the City Council Consent Agenda consists of Agenda Items D, E, and F.

- [D.1](#) Receipt Of Minutes From The Parks, Arts, And Community Enrichment (PACE) Board Meeting Of May 10, 2021.
- [D.2](#) Receipt Of Minutes From The Parks, Arts, And Community Enrichment (PACE) Board Meeting Of June 14, 2021.
- [D.3](#) Receipt Of Minutes From The Parks, Arts, And Community Enrichment (PACE) Board Meeting Of July 21, 2021.
- E.1 Second Reading Of Ordinances - No Items For Consideration.

An unscheduled Closed Executive Session may be called to discuss any item on this posted agenda provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.

- [F.1](#) A Resolution Authorizing An Interlocal Cooperative Agreement Between Leander Independent School District And The City Of Cedar Park For The Provision Of Law Enforcement Services For Athletic And Special Events And Campus Security.
- [F.2](#) A Resolution Approving A Financing Agreement Between The Brushy Creek Regional Utility Authority, Inc. And The Texas Water Development Board.
- [F.3](#) A Resolution Nominating Firefly Aerospace, Inc. As A Texas Enterprise Project.
- [F.4](#) Approval For The Purchase Of Two Sculptures From the Cedar Park Community Sculpture Garden As Recommended by the Parks, Arts, And Community Enrichment (PACE) Advisory Board In An Amount Not to Exceed \$7,855.
- F.5 Authorization To Excuse The Absence Of Councilmember Harris From The Regular Scheduled Meeting Of August 12, 2021.

Public Hearings

- G.1 First Reading And Public Hearing Of Ordinances: No Items For Consideration.

Regular Agenda (Non-Consent)

- H.1 Consider Action, If Any, On Items Discussed In Executive Session.
- H.2 Mayor And Council Closing Comments.
- H.3 Adjournment.

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time. All agenda items are subject to final action by the City Council. Separate agenda items may be combined and discussed together at the discretion of the Chair.

Any final action, decision, or vote on a matter deliberated in Closed Executive Session shall be made in an open meeting pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

Certain information may be presented to and by the City Council, under the headings of "Citizen Communications", and "Council Comments" however, by law, the Council shall not discuss, deliberate or vote upon such matters except that a statement of specific factual information, a recitation of existing policy, and deliberations concerning the placing of the subject on a subsequent agenda may take place.

The City Attorney has approved the Executive Session Items on this agenda.

CERTIFICATION

I certify that the above notice of the Regular Scheduled City Council Meeting of the City of Cedar Park, Texas was posted on the bulletin board of the City of Cedar Park City Hall, 450 Cypress Creek Road, Building Four, Cedar Park, Texas. This notice was posted on:

Date Posted: _____
Date Stamped (Month, Day, Year, AM/PM, Time)

The Cedar Park City Hall Council Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretative services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (512) 401-5002 or FAX (512) 401-5003 for further information.

An unscheduled Closed Executive Session may be called to discuss any item on this posted agenda provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.

LeAnn M. Quinn, TRMC
City Secretary

Notice Removed: _____
Date Stamped (Month, Day, Year, AM/PM, Time)

An unscheduled Closed Executive Session may be called to discuss any item on this posted agenda provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.

CITY OF CEDAR PARK

2018-2020 STRATEGIC GOALS



DISTINCTLY CEDAR PARK

PURPOSE

Cedar Park is a unique location with a distinct identity shaped by its distinguishing projects and programs.

OBJECTIVES

- Encourage unique and distinctive developments
- Revitalize Bell Boulevard area
- Create gathering places, including parks and library
- Design special events that attract people to Cedar Park
- Leverage the value of aesthetics on community culture



OPEN HERE, GROW HERE

PURPOSE

Use economic development resources to expand and diversify our tax base by actively recruiting new employers and supporting existing businesses.

OBJECTIVES

- Identify markets and actively recruit targeted industries and employers
- Evaluate economic development tool box
- Protect areas already designated for business
- Develop and launch business retention program



SAFETY IS TOP-OF-MIND

PURPOSE

Our community feels safe, secure and comfortable.

OBJECTIVES

- Ensure timely and appropriate response for calls for service
- Provide resources necessary to meet community expectations
- Enhance citizen safety level



CEDAR PARK



OPERATIONAL & FISCAL EXCELLENCE

PURPOSE

Deliver high-quality services in a fiscally-responsible manner.

OBJECTIVES

- Provide high-value services to our community
- Demonstrate fiscal responsibility
- Improve and ensure a well-maintained infrastructure, including storm water
- Attract and retain a qualified workforce



LINK PEOPLE, PLACES & THINGS

PURPOSE

Improve mobility through multi-modal transportation options that best serve the community's needs.

OBJECTIVES

- Continue implementing Roadway Master Plan
- Expand pedestrian and bike networks
- Complete Transit Study
- Use technology to improve traffic/mobility
- Advance 183A frontage road project



STRONG COMMUNITY CONNECTIONS

PURPOSE

Encourage and expand civic engagement and understanding of government to inspire trust and confidence.

OBJECTIVES

- Develop and leverage innovative ways to engage the community
- Evaluate and enhance current engagement programs
- Support development and recognition of board and commission members



SUSTAINABLE FUTURE

PURPOSE

Demonstrate responsible stewardship of community and natural resources.

OBJECTIVES

- Use our resources wisely
- Explore environmental programs
- Update Comprehensive Plan
- Support neighborhood maintenance

An unscheduled Closed Executive Session may be called to discuss any item on this posted agenda provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.

File Attachments for Item:

C.5 City Manager Report: Fiscal Year 2021 Third Quarter Financial And Investment Report - Kevin Klosterboer, Assistant Finance Director.

**CITY COUNCIL AGENDA**

August 26, 2021

Item/Subject: City Manager Report: FY 2021 Third Quarter Financial And Investment Report – Kevin Klosterboer, Assistant Finance Director

Commentary

The financial report reflects the FY 2021 3rd quarter financial and investment activity.

Initiating Dept: Finance

Fiscal Impact**Fund:****Budget****Amount:**

☐ **Finance Director Review**

Legal Certification

Approved as to form and content:

☐ Yes

☐ No **City Attorney**

Associated Information:

File Attachments for Item:

D.1 Receipt Of Minutes From The Parks, Arts, And Community Enrichment (PACE) Board Meeting Of May 10, 2021.



MINUTES REGULAR CALLED MEETING OF THE
PARKS, ARTS, AND COMMUNITY ENRICHMENT (PACE) ADVISORY BOARD
MONDAY, MAY 10, 2021, AT 6:30 PM
BY FREE-OF-CHARGE VIDEO CONFERENCE ONLY

BOARD MEMBERS

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> VIRGINIA HERNANDEZ,
Place 1, VICE CHAIR | <input checked="" type="checkbox"/> CHRISTINE BLAIR,
Place 4, CHAIR | <input checked="" type="checkbox"/> CHRISTINA LEGRAND,
Place 6, |
| <input checked="" type="checkbox"/> ANDY DEBRUYN,
Place 2 | <input checked="" type="checkbox"/> MARY MCCARTHY,
Place 5 | <input checked="" type="checkbox"/> ELLE ALBERT, Place 7, |
| <input checked="" type="checkbox"/> CLIFF ANDERSON,
Place 3, SECRETARY | | |

A.1 CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN.

Vice Chair Virginia Hernandez called the meeting to order at 6:30 p.m. Six board members were present. Cliff Anderson was absent from the meeting.

A.2 PUBLIC COMMUNICATIONS.

None.

A.3 BOARD MEMBERS' OPENING COMMENTS.

Elle Albert congratulated the new and returning City Council members.

Christina Legrand congratulated the City Council members and thanked the city staff.

Mary McCarthy said she is looking forward to a constructive meeting.

Virginia Hernandez thanked the city staff for all their hard work and is looking forward to the meeting.

B.1 PUBLIC ART PROGRAM UPDATE INCLUDING AN UPDATE ON ONGOING ART PROJECTS IN CEDAR PARK, INCLUDING THE NEW MURAL AT ROSEMARY DENNY PARK AND THE INTERNET CAFÉ ART DISPLAYS AT THE CEDAR PARK LIBRARY.

Jackson Brockway, Assistant to the City Manager, gave a brief update on the ongoing art programs.

The new mural by artist Angela Effenberger at Rosemary Denny Park is close to completion and should be completed by next week. We are discussing an unveiling event for the artist thanking her for her time and help with the art scene in Cedar Park. The short event is on May 18, 2021 scheduled for 4 p.m.

The Internet Café will be reopening and with that we will be looking at new art displays that we would like to add. The art subcommittee will review the different applications and give the recommendations at the next PACE meeting.

Andy deBruyn said he had the opportunity to visit the Rosemary Denny Park mural and stated the mural looks like a lot of fun, but the artist has put in a lot of hours and effort into the mural.

Mary McCarty suggested we offer Angela Effenberger a certificate of appreciation from Cedar Park for all the work she has done.

Virginia Hernandez asked if the mural is on the Art Map App.

Jackson stated yes, currently the app states art coming soon. When the mural is completed an image of the completed project will be uploaded onto the app.

Andy deBruyn asked if there is a date for the Internet Café reopening.

Jackson stated he doesn't have a date on hand, but will inquire with the library on the reopening date.

C.1 CONSIDER APPROVAL OF THE MINUTES OF THE APRIL 12, 2021 REGULAR CALLED PACE ADVISORY BOARD MEETING.

Motion: To approve minutes for April 12, 2021, regular called meeting.

Movant: Christine Blair

Second: Mary McCarthy

Vote: 6-0, Motion passed. Cliff Anderson was absent from the meeting.

**C.2 DISCUSSION OF A LIGHTED ART PROJECT AT THE TOWN CENTER
PEDESTRIAN TUNNELS LOCATED UNDER DISCOVERY BOULEVARD.**

Jackson Brockway, Assistant to the City Manager, stated Saridon Stanton was scheduled for this agenda item, but was not feeling well. He stated there has been several conversation with many departments making sure to have discussions with all who are involved in this project.

Jackson stated Police, Parks and Information Services have discussed the need for security cameras. IS got a vendor quote on security systems with wireless 24-hour monitoring capability.

The Engineering department would like to review the final plans to ensure there aren't any issues with the lighting and flooding, etc...

The Utility department is working with the Town Center HOA about utilize existing panel onsite, or reach out to PEC about tying into panel further away. Currently, we are still in conversations with the HOA, there has been no approvals, as of yet for this project.

Jackson stated we are also working with the Development Services department on items such as building permits. An electrical permit is required for all the high voltage wiring. This would be pulled by the electrician contracted to do the work.

Jackson said for the community input on this project, he has reached out to the HOA. He stated early there are ongoing conversation about this project.

He has also reached out to Spring Hill Suites about managing items such as parking, and ambient light. Currently, they do not see an issue with the parking.

He stated the concern for the native bat population that frequents the tunnels from time to time was discussed at the last meeting about the tunnel project. He said Saridon Stanton reached out to Bat Conservation International about the impact of the project to the bat population. The director of Bat Conservation International responded back he indicated the plans should not necessarily disrupt the bat population. Although, he did suggest sealing any crevices in the pedestrian tunnels in the case if the bats might want to occupy the tunnels. Jackson said he is working with Engineering on getting the crevices sealed.

The next steps for this project will be evaluating the level of support from the community and the surrounding businesses for the project. There is the support of City Council and keeping them updated. Lastly, there has been conversations with staff and the 4B Board and applying for the 4B Fund to access funding.

If we gain support from Town Center HOA and City Council we plan on giving a presentation to 4B Board for consideration for funding. If the 4B Board approves we will be able to fund a greater portion of this project. Then the role of

PACE Board will be more focused on the art aspect of this project than the financial aspect.

C.3 DISCUSSION AND POSSIBLE ACTION OF EXPANDING THE UTILITY BOX ART PROJECT IN CEDAR PARK.

Jackson Brockway, Assistant to the City Manager, gave a summary of the Utility Art Project. The two projects commissioned to date have received very positive feedback. The Board had expressed a desire to consider an expansion of the program.

Jackson stated an initial inventory of utility boxes that fit the criteria of size, visibility and ideally, if there is a partner we believe is supportive of working with the project makes it that much more feasible to do.

He said staff put together a list of about 20 different utility boxes in the community that fit the criteria. There are 7 boxes of the 20 that staff is recommending for an art project.

Jackson presented the 7 recommended boxes, included in the presentation were 4 LISD owned boxes near schools, two of the four boxes are near Westside Elementary, one box near Deer Creek Elementary and one near Cedar Park High School. The other three of the seven boxes, one is located at Veterans Memorial Park, and the remaining boxes are AT&T owned, one is located at Williamson County Regional Trail starting point at the YMCA, and the other is located at Cypress Creek Drive by NOV.

Jackson stated the next steps on this project is to work with LISD and AT&T to determine if the boxes can be used, to create a cost estimate for Board consideration at a future meeting, explore a corporate sponsorship program for additional projects.

Jackson said he is looking for direction from the board If the board is interested in continuing on with the expansion of the Utility Box Art Program. If the Board would like to explore the recommended boxes for a future proposal including cost estimates, and does the Board support exploring a corporate sponsorship program to further expand utility box art projects.

Andy deBruyn suggested the students in the art program at the schools be involved with 4 LISD boxes.

Jackson stated that if the Board decides to involve the students there can be a theme or specific call for the art.

General discussion followed.

Virginia Hernandez asked if there has been any corporate interest.

Jackson stated there has not be any outreach initially for corporate sponsorship at this point.

Andy deBruyn asked if there would be any conflict of interest with corporation that have contracts with the city.

Lauren Marfin, Assistant City Attorney, stated she would have to look at it as a case by case basis. She said generally there is nothing that prohibits accepting donation from private entities for specific purposes like this project.

Jackson stated the direction he is getting from the Board is to look at the 4 LISD owned boxes for the expansion program, getting a general cost estimate together and a draft call for art. He said getting more details on what a corporate sponsorship may look like and refining it.

C.4 DISCUSSION ON THE JAZZ AND ART MAIN EVENT.

Andy deBruyn gave a summary and presentation with photographs from past Jazz and Art on Main events. Included in the presentation were photos of past Jazz musicians and art pieces. He stated past event has had Jazz music from the east coast, west coast, Chicago style and New Orleans style music. Art vendors are set up in the Rec Center community rooms and out on the sculpture garden area, along with food trucks.

Andy said he contact the bands that were scheduled for last year's event. Seven of the eight bands responded back that they are interested in doing the event.

Elle Albert asked how one becomes a vendor.

Andy deBruyn stated vendors can apply and the Parks & Recreation Dept. handles the applications of vendors.

Jackson stated that with the rescheduling of events the conversation has been to merge the Arts & Craft Festival with the Jazz & Art on Main event to be one combined event for this year.

C.5 DISCUSSION OF A POTENTIAL STATUE AT VETERAN'S MEMORIAL PARK TO COMMEMORATE AT MILITARY WORKING DOG AND HANDLER.

Mary McCarthy gave a video presentation of what the Military Working Dog and handlers do for the Military. She said things to consider are to include the handler in the sculpture and conveying that the dogs are not pets, but working dogs. She stated the subcommittee met at Veterans Memorial Park to discuss possible locations for the new statue. She opened the discussion to the Board for concepts for the statue and the next step will be to get a rendering of what the Board decides on.

Mary McCarthy said she would like for the dog to look like it is about to go into action with the tactical uniforms on both the dog and handler.

Elle Albert said she would like the dog to be at ready, at attention with a determined look in a forward and ready stance.

Christina Legrand stated she like the pose when the handler was on the ground and the dog looks like he is about to go into action.

Andy deBruyn suggested that the uniforms be historical to show that the working dogs have been around for a long time or placing a plaque stating when the working dogs started in the military.

Virginia Hernandez stated she like different aspects of two pictures from the packet. She liked the dog in a ready stance with the handler's hand his weapon, but not drawn and in a more relaxed pose. She suggested getting rendering with female soldiers due to the lack of representation at the park.

Jackson asked for the general direction of which renderings to gather from the concepts discussed.

Virginia Hernandez summarized the rendering concepts requested. First concept is with the soldier kneeling next to the dog, second concept with the dog in action and the handler with his hand on his weapon, but not drawn, last concept with a female soldier.

General discussion followed.

Christina Legrand asked if donations are accepted for the statues.

Mary McCarthy stated there are different organizations that can help with fundraising.

Jackson stated the City is able to accept donations.

C.6 DISCUSSION AND POSSIBLE ACTION REGARDING A CALL FOR ART FOR THE FY2022 COHORT OF SCUPLTURES AT THE CEDAR PARK SCULPTURE GARDEN.

Jackson Brockway, Assistant to the City Manager, gave a summary on the Call for Art for the FY2022 Cohort of sculptures at the Cedar Park Sculpture Garden. He said the installations of the new sculptures are aligned with the Taste of Cedar Park Event in October. He stated the Call for Art is posted on three public boards that are available nationwide. The Call for Art will be open until July 9, 2021. The Board will vote on sculptures during the July 12, 2021 meeting. City Council will then approve and the artists will be notified by July 23, 2021. Installation of the sculptures will take place in early October. The new sculptures will debut at the Taste of Cedar Park event in mid-October.

Jackson stated he is looking for direction from the Board, is the supportive staff putting out a call for art for the Community Sculpture Garden.

General discussion followed.

Motion: To approve a Call for Art being sent out for the new cohort of sculptures for the FY2022.

Movant: Mary McCarthy

Second: Elle Albert

Vote: 5-1, Motion passed. Cliff Anderson was absent from the meeting.

D.1 BOARD MEMBER CLOSING COMMENTS.

Andy deBruyn reminded the Board to be out at Rosemary Denny Park on May 18, 2021.

Mary McCarthy asked if the June meeting will be a planning session meeting instead of a public meeting.

Lauren Marfin stated it is a public meeting.

Jackson Brockway said the meeting will begin with the action items and then move into the strategic planning.

Christine Legrand thanked everyone and the staff for all their hard work.

Elle Albert thanked Saridon Stanton for all her hard work on the Tunnel Project.

Virginia Hernandez thanked everyone.

D.2 NEXT REGULAR SCHEDULED MEETING MONDAY, JUNE 14, 2021 AT 6:30 P.M. VIA VIDEO CONFERENCE.

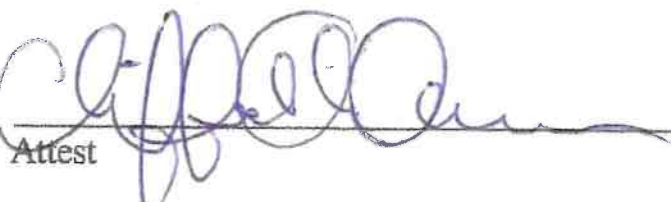
E.1 ADJOURNMENT.

Virginia Hernandez announced the meeting adjourned at 7:44 p.m.

Passed and approved this 10th day of May 2021.



Andy deBruyn, Chair



Attest

File Attachments for Item:

D.2 Receipt Of Minutes From The Parks, Arts, And Community Enrichment (PACE) Board Meeting Of June 14, 2021.



MINUTES SPECIAL CALLED MEETING OF THE
PARKS, ARTS, AND COMMUNITY ENRICHMENT (PACE) ADVISORY BOARD

WORK SESSION

**CEDAR PARK CITY HALL – MULTI PURPOSE ROOM
450 CYPRES CREEK ROAD, BUILDING THREE**

MONDAY, JUNE 14, 2021, AT 6:30 PM

BOARD MEMBERS

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> VIRGINIA HERNANDEZ,
Place 1, CHAIR | <input type="checkbox"/> CHRISTINE BLAIR,
Place 4 | <input checked="" type="checkbox"/> CHRISTINA LEGRAND,
Place 6, |
| <input type="checkbox"/> ANDY DEBRUYN,
Place 2, Vice Chair | <input checked="" type="checkbox"/> MARY MCCARTHY,
Place 5 | <input checked="" type="checkbox"/> ELLE ALBERT, Place 7, |
| <input checked="" type="checkbox"/> CLIFF ANDERSON,
Place 3, SECRETARY | | |

A.1 CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN.

Chair Virginia Hernandez called the PACE Advisory Board Special Called Work Session to order at 6:57 p.m. Five members were present; Andy deBruyn and Christine Blair were absent.

B.1 PACE ADVISORY BOARD STRATEGIC PLANNING, INCLUDING: MISSION AND VISION STATEMENTS, GOALS, CATALOGUING PROJECTS, PRIORITIZING PROJECTS, AND LONG TERM PLANNING.

Jackson Brockway, Assistant to the City Manager, briefed the PACE Advisory Board on the strategic planning process, the agenda, and ground rules. Board members and staff participated in an introductory exercise. General discussion followed regarding: PACE mission and vision statements, PACE goals, cataloguing of PACE projects, prioritization of PACE projects, and PACE long term planning.

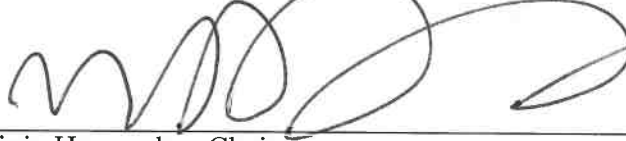
C.1 BOARD MEMBER CLOSING COMMENTS.

None.

D.1 ADJOURNMENT.

Virginia Hernandez announced the meeting adjourned at 8:37 p.m.

Passed and approved this 12th day of July 2021.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

Virginia Hernandez, Chair

Attest

File Attachments for Item:

D.3 Receipt Of Minutes From The Parks, Arts, And Community Enrichment (PACE) Board Meeting Of July 21, 2021.



MINUTES REGULAR CALLED MEETING OF THE
PARKS, ARTS, AND COMMUNITY ENRICHMENT (PACE) ADVISORY BOARD

WEDNESDAY, JULY 21, 2021, AT 6:30 PM

CEDAR PARK CITY HALL – COUNCIL CHAMBERS
450 CYPRESS CREEK ROAD, BLDG. 4

BOARD MEMBERS

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> VIRGINIA HERNANDEZ,
Place 1, CHAIR | <input checked="" type="checkbox"/> CHRISTINE BLAIR,
Place 4 | <input type="checkbox"/> CHRISTINA LEGRAND,
Place 6 |
| <input type="checkbox"/> ANDY DEBRUYN,
Place 2, VICE CHAIR | <input checked="" type="checkbox"/> MARY MCCARTHY,
Place 5 | <input checked="" type="checkbox"/> ELLE ALBERT,
Place 7 |
| <input type="checkbox"/> CLIFF ANDERSON,
Place 3, SECRETARY | | |

A.1 CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN.

Chair Virginia Hernandez called the meeting to order at 6:30 p.m. Four board members were present. Andy deBruyn, Cliff Anderson and Christina Legrand were absent from the meeting.

A.2 PUBLIC COMMUNICATIONS.

None.

A.3 BOARD MEMBERS' OPENING COMMENTS.

Mary McCarthy looks forward to the agenda especially the consideration of a purchase of a sculpture for the sculpture garden.

B.1 PUBLIC ART PROGRAM UPDATE INCLUDING AN UPDATE ON A NEW STATUE AT VETERANS MEMORIAL PARK, ADDITIONAL UTILITY BOX ART PROJECTS, NEW ART DISPLAYS AT THE CEDAR PARK CITY COUNCIL CHAMBERS AND LIBRARY INTERNET CAFÉ AND THE TUNNEL LIGHTING PROJECT.

Jackson Brockway, Assistant to the City Manager, stated that we expect to be receiving a transfer to the Public Art Fund from HOT Funds this year. The amount is still to be determined, it will be finalized in the budget process, but he anticipates receiving around seventy to \$90,000. He He gave a brief update on the Military Dog Sculpture. General design recommendations were passed along from previous meetings to the vendor. Based on that description, a handler and a working military dog in an active posture were recommended. It was quoted at \$76,900. It is a project that will take time so it is anticipated the cost will be split along two or three fiscal years. At this stage in the process, he stated that initial drawings have been requested for review from the PACE Board and this review will occur in a meeting in fall.

He gave a brief update on the utility box art projects. At previous meetings, the PACE Board provided direction to reach out to LISD about a potential project of utility box art in LISD locations; he stated LISD offices have been closed for break and some staff are now coming back into office so they are looking to rejuvenate conversations.

He gave a brief update on the new art displays at City the Council Chambers and the Library. The exhibit at the Library was installed in the hallway on the morning of July 13. He stated the City Council exhibit will be installed next week. He stated we are awaiting communication from alternates for the internet café. The former primary artist pieces were no longer available for display, so they are waiting to hear back from alternate artist Sharon Bibee. If her pieces are available, they will move forward with the install. If not, the art subcommittee will recommend new artists for that area.

He stated the tunnel lighting project has minimal updates at the moment. It is included in the Type B Board as their project that should be included for funding. It is TBD at this time, awaiting the citywide budget process.

Virginia Hernandez had a comment regarding the Library artists. She stated in the past with no artists they would extend the stay of the current artist and asked if that is an option or if it would need a vote.

Jackson replied stating it is not available because the artist removed their artwork in June or July of 2020.

Mary McCarthy commented. She asked if the art in this building is something that could be in the internet café. Jackson stated it could be an

option if the artist is open to doing that. Jackson asked Lauren Marfin to see if there needs to be a vote on this. Lauren stated it would be done in a motion. Jackson stated we could ask the artist and in the August meeting do the formal motion for that.

C.1 CONSIDER APPROVAL OF THE MINUTES OF THE JUNE 14, 2021 REGULAR CALLED PACE ADVISORY BOARD MEETING AND THE JUNE 14 SPECIAL CALLED PACE ADVISORY BOARD MEETING.

Motion: To approve minutes for June 14, 2021, regular called meeting and the June 14, 2021 special called PACE advisory called meeting.

Movant: Mary McCarthy

Second: Elle Albert

Vote: 4-0, Motion passed. Andy deBruyn , Cliff Anderson and Christina Legrand were absent from the meeting.

C.2 DISCUSSION AND POSSIBLE ACTION OF PURCHASE OF A NEW STATUE TO BE ADDED TO THE CITY OF CEDAR PARK PERMANENT SCULPTURE COLLECITON.

Jackson Brockway, Assistant to the City Manager, gave a summary of the purchasing of sculptures in the Cedar Park Sculpture Garden. He stated he would go over the list of pieces and their prices as a brief summary. Jackson presented the recommended art pieces to the Board as follows:

Pluma Sculptura: Kirk Seese 7,500

Cosmic Pie: John Mark Luke 4500

Twistin: Randy Hastead 1855

Dancin: Randy Halstead 855

Madre: Reynaldo Alaniz 35,000

Remember When: Anthony St. James 6,000

Freshwater Cowgirl: Anthony St. James 7,000

Dystopia: Daniel Garity 400

Wingin: Randy Halstead 2,055

He stated the direction needed from the Board is if they would like to proceed with recommending purchasing a sculpture from the 2020 Sculpture Garden and if so, which piece would the Board like to recommend?

General discussion followed.

Elle Albert stated that dancing by Randy Halstead represents “I heart Cedar Park” and is happy and that she felt that it would be versatile and not picked for any certain spot. She stated with the Bell Blvd. development and the new energy it will bring this piece would be her choice.

Mary McCarthy stated that in the past sculptures have been relocated and that any sculpture could go other places in the City, which is nice to know about the sculptures. Mary stated she has two choices: the mermaid sculpture because it is right on the water and it is fun and appeals to children. She stated it has a whimsical feel near the water. She stated she also likes the heart sculpture with the wings because of the “I heart Cedar Park” and if it was in the budget to do both heart sculptures and somehow be used to carry out the theme.

General discussion followed.

Virginia Hernandez stated the two heart sculptures also stood out to her. Dancin and Wingin were her preferences because they are cost effective and stand out a lot. She stated she would be open to purchasing both.

Jackson clarified the pieces that are under review to Christine Blair and that they are on loan for one year to the City. The sculptures owned by the City are not listed. General discussion followed.

~~Discussion of locations to move a sculpture to and the build of new pad sites was discussed between the Board and Jackson.~~

Motion: To purchase Wingin’ and Dancin’ by Randy Halstead.

Movant: Mary McCarthy

Second: Elle Albert

Vote: 3-1 Motion Fails. Virginia Hernandez, Mary McCarthy, and Elle Albert voted in favor of the motion. Christine Blair voted against the motion. Andy deBruyn , Cliff Anderson and Christina Legrand were absent from the meeting.

Motion: To postpone the discussion and possible action until the next meeting.

Movant: Mary McCarthy

Second: Elle Albert

Vote: 4-0 Motion Passes. Andy deBruyn , Cliff Anderson and Christina Legrand were absent from the meeting.

C.3 CONSIDERATION OF SELECTING THE FY 2022 COHORT OF SCULPTURES AT THE CEDAR PARK SCULPTURE GARDEN

Virginia Hernandez stated that the PACE Advisory Board will now convene in to a closed executive session at 7:04 pm.

Virginia Hernandez stated the PACE Advisory Board will reconvene in to open session at 7:14 pm.

Jackson Brockway, Assistant to the City Manager, presented the information for FY 2022 Cohort of Sculpture to the board.

General discussion followed

Motion: To recommend the top nine-weighted scoring matrix plus Partial Eclipse, Cleansing #1 and Indecisive Tree for the new cohort of sculptures to move forward to Council.

Movant: Virginia Hernandez

Second: Christine Blair

Vote: 4-0 Motion Passes. Andy deBruyn , Cliff Anderson and Christina Legrand were absent from the meeting.

C.4 CONSIDERATION OF A CHILDREN'S ART PROJECT AT SELECTED MUNICIPAL LOCATIONS

Jackson Brockway, Assistant to the City Manager, presented the information for the consideration of a children's art project at selected municipal locations. He stated the direction is to consider the call for art project.

General discussion followed

Motion: To issue a call for art for the children's art project

Movant: Elle Albert

Second: Mary McCarthy

Vote: 4-0 Motion Passes. Andy deBruyn , Cliff Anderson and Christina Legrand were absent from the meeting.

C.5 DISCUSSION AND POSSIBLE APPROVAL OF THE DRAFT PACE STRATEGIC PLANS AND GOALS

Jackson Brockway, Assistant to the City Manager, presented an overview of the result of the strategic planning retreat to the Board. He stated that he recommends future approval of the plan when more Board members are present.

General discussion followed

Jackson stated that action is not required and can be tabled to August.

Motion: To table the discussion and possible approval of the draft PACE strategic plan and goals to the next meeting.

Movant: Elle Albert

Second: Christine Blair

Vote: 4-0 Motion Passes. Andy deBruyn , Cliff Anderson and Christina Legrand were absent from the meeting.

D.1 BOARD MEMBER CLOSING COMMENTS.

Christine Blair said she admires Jackson's compilation of information and engagement. She thanked him for his patience and the work he did.

Mary McCarthy stated it was a good productive meeting and thanked the others for their help.

Elle Albert thanked the artists who submitted work for new installments and loaned for past.


Virginia Hernandez agreed with Elle and extended thanks to Jackson and Lauren for the hard work and direction. She also thanked the Board members.

D.2 NEXT REGULAR SCHEDULED BOARD MEETING MONDAY, AUGUST 9, 2021 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL BUILDING 4.

E.1 ADJOURNMENT.

Virginia Hernandez announced the meeting adjourned at 7:42 p.m.

Passed and approved this _____ day of _____ 2021.



Virginia Hernandez, Chair



Attest

File Attachments for Item:

F.1 A Resolution Authorizing An Interlocal Cooperative Agreement Between Leander Independent School District And The City Of Cedar Park For The Provision Of Law Enforcement Services For Athletic And Special Events And Campus Security.



CITY COUNCIL AGENDA

August 26, 2021

Item/Subject: A Resolution Authorizing An Interlocal Cooperative Agreement Between Leander Independent School District And The City Of Cedar Park For The Provision of Law Enforcement Services For Athletic And Special Events And Campus Security.

Commentary

The City entered into an Interlocal Cooperative Agreement with the Leander Independent School District (“LISD”) on February 18, 1999. The Agreement provided for the Cedar Park Police Department to assign officers to work security at LISD special and athletic events and on LISD campuses within the City (“School Resource Officers” or “SRO”), with reimbursement by LISD for the cost of the services. The First Amendment to the Interlocal Cooperative Agreement with the LISD was executed on May 10, 2018. The First Amendment provided a police department review of policies as related to LISD for the Cedar Park Police Department to gain accreditation from the Commission on Accreditation for Law Enforcement Agencies, Inc. (“CALEA”).

The purpose of this Interlocal Cooperative Agreement is to combine the terms of the original ILA and the First Amendment, as well as add the specification of the maximum pay rate to be set for billing and reimbursement not to exceed the pay scale rank of Sergeant. No other substantive changes to the SRO program are made through this Agreement.

Initiating Dept: Police

Fiscal Impact

Fund:

Budget

Amount:

☐ **Finance Director Review**

Legal Certification

Approved as to form and content:

☐ Yes ☐ No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE INTERLOCAL COOPERATIVE AGREEMENT BETWEEN LEANDER INDEPENDENT SCHOOL DISTRICT AND THE CITY OF CEDAR PARK, TEXAS FOR THE PROVISION OF LAW ENFORCEMENT SERVICES FOR ATHLETIC AND SPECIAL EVENTS AND CAMPUS SECURITY; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the Texas Interlocal Cooperative Act, Government Code Chapter 791, authorizes local governments to contract with one another for the provision of governmental functions and services, including police protection services, to increase efficiency and effectiveness of local government; and

WHEREAS, the Parties are local governments as that term is defined in Section 791.003 of the Texas Government Code; and

WHEREAS, on February 18, 1999, the Leander Independent School District ("LISD") and the City entered into an Interlocal Cooperation Agreement (the "Original Agreement") for the provision of governmental services, including police protection services, at LISD athletic and special events and on LISD campuses within the municipal boundaries of the City; and

WHEREAS, on May 10, 2018, the LISD and the City entered into an Amendment to Interlocal Cooperation Agreement (the "First Amendment") for the provision of governmental services, including police protection services, at LISD athletic and special events and on LISD campuses within the municipal boundaries of the City; and

WHEREAS, the LISD and the City desire to combine the provisions of the Original Agreement and First Amendment for the purpose of clarity and efficiency; and

WHEREAS, the Parties desire to add a specification of a maximum pay rate for services rendered; and

WHEREAS, the governing bodies of the LISD and the City are authorized to enter into this Agreement pursuant to the general laws and codes of the State of Texas, including but not limited to the Interlocal Cooperation Act, *Chap. 791, Tex. Gov't Code*, as amended; and

WHEREAS, it is found by the LISD Board and the City Council that this Agreement will further the purposes of the Agreement and result in improved services being provided more economically and efficiently and increased public safety for the constituents of both the LISD and the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. The City Council hereby authorizes and directs the City Manager to execute an Interlocal Cooperative Agreement with Leander Independent School District

for the provision of law enforcement services for athletic and special events and campus security, subject to final review by the City Attorney.

SECTION 2. This it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 26th day of August, 2021.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Corbin Van Arsdale, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney

File Attachments for Item:

F.2 A Resolution Approving A Financing Agreement Between The Brushy Creek Regional Utility Authority, Inc. And The Texas Water Development Board.



CITY COUNCIL AGENDA

August 26, 2021

Item/Subject: A Resolution Approving A Financing Agreement Between The Brushy Creek Regional Utility Authority, Inc. And The Texas Water Development Board And Other Matters In Connection Therewith, Relating To The Sale Of \$75,310,000 Brushy Creek Regional Utility Authority, Inc. City Of Cedar Park, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment And Distribution Project), Series 2021.

Commentary

The Brushy Creek Regional Utility Authority, Inc. (“BCRUA”) is a regional water system formed by the cities of Cedar Park, Leander, and Round Rock (“Cities”) for the purpose of treating and distributing water to the Cities.

The BCRUA Phase 2 project will construct a permanent raw water intake in a deeper location within Lake Travis and replace the floating intake that was constructed with Phase 1. The deep-water intake, which will have an ultimate capacity of 144.7 million gallons a day (“MGD”), will provide a reliable supply of raw water during droughts and more capacity than the floating intake, which can only supply up to 32.5 MGD. Project elements include the deep-water intake assembly, maintenance building, gravity flow tunnel, pump station, transmission tunnel, Pedernales Electric Cooperative power improvements, and off-site improvements at the Cedar Park and BCRUA Water Treatment Plants.

On July 22, 2021, the TWDB passed a resolution committing to provide \$194,400,000 in financial assistance to the BCRUA for the Phase 2 project through the State Water Implementation Revenue Fund For Texas (SWIRFT). Cedar Park’s portion is \$75,310,000 and Leander’s portion is \$119,090,000. The City of Round Rock is using prior bond proceeds and cash to fund their portion of the Project, and is not seeking additional funding. Bond funding and advertisement for bids are expected in November 2021, with bid opening in spring 2022. Construction is estimated to take approximately five years.

Initiating Dept: Finance

Fiscal Impact

Fund:

Budget

Amount:

☐

Finance Director Review

Legal Certification

Approved as to form and content:

☐

Yes

☐

No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, APPROVING A FINANCING AGREEMENT BETWEEN THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. AND THE TEXAS WATER DEVELOPMENT BOARD AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Cedar Park, Texas (the "City") is a participating and founding member of the Brushy Creek Regional Utility Authority, Inc. (the "BCRUA"), and

WHEREAS, on August 25, 2021, subject to approval by the City, the BCRUA approved a Financing Agreement with the Texas Water Development Board related to the issuance of contract revenue bonds by BCRUA for the City, and

WHEREAS, the City Council wishes to approve and authorize the BCRUA to execute the Financing Agreement; Now Therefore

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS,

That the Council hereby approves and authorizes the BCRUA to execute the Financing Agreement, a copy of said Agreement being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 26th day of August, 2021.

Corbin Van Arsdale, Mayor
City of Cedar Park, Texas

ATTEST:

LeAnn M. Quinn, City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney

Exhibit A

Financing Agreement



FINANCING AGREEMENT

This FINANCING AGREEMENT (Agreement) is entered into between the TEXAS WATER DEVELOPMENT BOARD (TWDB), an agency of the State of Texas, and the Brushy Creek Regional Utility Authority (Borrower). The TWDB and the Borrower may be referred to as the "Party" or "Parties" in this Agreement.

RECITALS

WHEREAS, the TWDB adopted Resolution No. 21-082 (Attachment A, referred to as the Resolution) on July 22, 2021, making a commitment to the Borrower for financial assistance in the amount of \$194,400,000 from the State Water Implementation Revenue Fund for Texas (SWIRFT) administered by the TWDB; and

WHEREAS, through this Agreement, the Borrower intends to sell to the TWDB the Borrower's \$75,310,000 Brushy Creek Regional Utility Authority, Inc., City of Cedar Park, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Proposed Series 2021 (Borrower's Bonds) for the TWDB's financial assistance from the SWIRFT, as further described in Attachment B; and

WHEREAS, through a separate agreement, the Borrower intends to sell to the TWDB the Borrower's \$40,000,000 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Proposed Series 2021 for the TWDB's financial assistance from the SWIRFT; and

WHEREAS, the SWIRFT is funded in part with proceeds of the expected issuance of TWDB's revenue bonds (SWIRFT Bonds), issued under authority of Texas Water Code §§ 15.472 and 15.475, and Texas Constitution, Article III, Section 49-d-13; and

WHEREAS, the SWIRFT Bonds are additionally secured by money made available under the terms of a bond enhancement agreement executed under authority of Texas Water Code §§ 15.434 and 15.435, and Texas Constitution, Article III, Section 49-d-12; and

WHEREAS, the SWIRFT is funded, in part, with money received as repayment of financial assistance provided from the SWIRFT, under Texas Water Code § 15.472, which is

used to pay the principal and interest on the SWIRFT Bonds, under Texas Water Code § 15.474, and Texas Constitution, Article III, Section 49-d-13(d) and (f); and

WHEREAS, the Resolution provides that funding the commitment is contingent on future sales of SWIRFT Bonds designated by the TWDB; and

WHEREAS, the TWDB intends to provide financial assistance from the SWIRFT to the Borrower with proceeds of SWIRFT Bonds designated by the TWDB; and

WHEREAS, the TWDB and the Borrower desire to enter into this Agreement to set forth the obligations of the Parties with respect to the TWDB providing financial assistance to the Borrower consistent with the desire of the TWDB to issue SWIRFT Bonds to provide money for the SWIRFT.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained in this Agreement, the TWDB and the Borrower agree as follows:

AGREEMENT

SECTION 1. MUTUAL COMMITMENTS. As further described in the Resolution, the TWDB committed to the Borrower and the Borrower hereby commits to borrow from the TWDB an amount not to exceed \$75,310,000 from the SWIRFT to be evidenced by the issuance and delivery of Borrower Bonds to the TWDB consistent with the terms and conditions described in this Agreement, Attachment A, Attachment B, and Attachment C.

SECTION 2. TRANSACTION SCHEDULE AND PRICING. By execution of this Agreement, the Borrower acknowledges and represents that it has a current need for financial assistance from the TWDB and shall take all necessary steps to issue and deliver the Borrower Bonds to evidence the commitment described in Section 1. The Borrower further acknowledges and understands that the TWDB is entering into this Agreement for the sole purpose of issuing SWIRFT Bonds to fund the TWDB commitment described in the Resolution and in this Agreement. The Borrower acknowledges that the SWIRFT Bonds, the subject of this Agreement, are being issued for the purpose of funding the Borrower's requested financial assistance.

With respect to the Borrower Bonds and the SWIRFT Bonds, the Parties agree to structure such public securities in a manner that will allow for substantially similar terms, redemption provisions, and related matters to allow the TWDB to timely pay the debt service on the SWIRFT Bonds. The foregoing notwithstanding, the TWDB consents to early redemption, or prepayment of the Borrower Bonds, as provided for in this Agreement and

the Resolution. The Borrower Bonds may be prepaid by the Borrower on any date beginning on or after the first scheduled interest payment date that occurs no earlier than ten (10) years from the dated date of the Borrower Bonds. To confirm the terms of the Borrower Bonds and the SWIRFT Bonds, the Borrower shall execute this Agreement.

In order to mutually assure the performance of the Parties under this Agreement, the Parties agree that the issuance and delivery of the SWIRFT Bonds and the issuance and delivery of the Borrower Bonds to TWDB shall occur not more than fifty-six (56) days apart as reflected in Attachment C. Notwithstanding the foregoing, the Parties intend and expect that the TWDB issue and deliver its SWIRFT Bonds approximately thirteen (13) days after execution of the TWDB's Bond Purchase Agreement or such date as may be mutually agreed to in Attachment C.

SECTION 3. BINDING COMMITMENT. The TWDB agrees to take all necessary steps to issue the SWIRFT Bonds for the purposes described in this Agreement and in the Resolution upon receipt of this Agreement, which shall be signed and delivered by the Borrower to the Executive Administrator of the TWDB at least fourteen (14) days before the initiation of the pricing of the SWIRFT Bonds, as set forth in Attachment C. The Borrower acknowledges that the schedule provided in Attachment C is a best estimate by the TWDB and is subject to change by the TWDB. The TWDB expressly reserves the right to modify Attachment C at any time and shall provide the Borrower with an updated Attachment C as soon as practicable upon any modification; provided that, if such modification of Attachment C occurs before the initiation of pricing of the SWIRFT Bonds and such modification results in an earlier scheduled pricing date, no such modification of Attachment C may result in the Borrower having fewer than five (5) days between the receipt of the modified schedule and the TWDB posting the Preliminary Official Statement for the SWIRFT Bonds.

SECTION 4. TERMINATION & BREACH OF AGREEMENT.

- A. The Parties agree that the Borrower may terminate this Agreement in writing at any time prior to seven (7) days before the initiation of the pricing of the SWIRFT Bonds, as set forth in Attachment C, with no penalty.
- B. The Borrower understands and agrees that the Borrower may terminate this Agreement in writing between six (6) days and four (4) days prior to the initiation of the pricing of the SWIRFT Bonds (currently estimated to occur on September 29, 2021) as set forth in Attachment C, provided the Borrower agrees to reimburse the TWDB from lawfully available funds of the Borrower for its proportional share of transaction costs incurred by the TWDB, such as, but not limited to, any fees or costs related to any rating agency, financial advisor, legal counsel, or other similar party

or related costs pertaining to the SWIRFT Bonds in an amount not to exceed \$140,263 (Transaction Cost Payment). The Borrower shall be obligated to pay such costs to the TWDB no later than March 4, 2022.

- C. The Borrower understands and agrees that the Borrower may terminate this Agreement in writing within four (4) days prior to the initiation of the pricing of the SWIRFT Bonds as set forth in Attachment C and no later than 9:00 am Central Standard Time on the day before the TWDB Bond Pricing, provided the Borrower agrees to pay from lawfully available funds 1.0 percent of the amount of the commitment authorized in Section 1 of this Agreement to the TWDB (Pre-pricing Termination Payment), and additionally shall reimburse the TWDB from lawfully available funds of the Borrower its Transaction Cost Payment. The Borrower shall be obligated to pay such costs to the TWDB no later than March 4, 2022. The Borrower understands and agrees that termination under this section will result in a total penalty amount of \$893,363.
- D. The Borrower understands and agrees that TWDB would suffer and incur severe and irreparable damages if the TWDB Bond Pricing occurs and the Borrower Bonds are not issued and delivered. If the TWDB Bond Pricing occurs and the Borrower fails to issue the Borrower Bonds by the date specified in Attachment C, as contemplated in this Agreement, it shall be a breach of this Agreement and the Borrower shall pay, from lawfully available funds of the Borrower, a "Post-pricing Termination Payment" to the TWDB. The Post-pricing Termination Payment shall be an amount equal to five percent (5.0%) of the amount of the commitment authorized in Section 1 of this Agreement. The Borrower shall be obligated to pay the Post-pricing Termination Payment to the TWDB no later than March 4, 2022. The Borrower shall also reimburse the TWDB from lawfully available funds of the Borrower, its Transaction Cost Payment, plus the Borrower's proportional share of the underwriters' discount incurred by the TWDB, no later than March 4, 2022. The Borrower understands and agrees that failure by the Borrower to issue the Borrower Bonds by the date specified in Attachment C, will result in a total penalty amount pursuant to this section not to exceed \$4,225,834.

SECTION 5. AMORTIZATION STRUCTURE. The Borrower shall provide the TWDB a maturity schedule in the form set forth in Attachment B at the time of execution of this Agreement. A final amortization structure will be required at least seven (7) days before the initiation of pricing of the SWIRFT Bonds in accordance with the provisions of this Agreement. The par amount included in Attachment B may be revised, subject to approval by the Executive Administrator of the TWDB, at any time prior to the seventh (7th) day before the initiation of pricing of the SWIRFT Bonds with no penalty.

SECTION 6. CONTINGENCIES.

- A. The Parties agree that the TWDB's obligation to purchase the Borrower's securities with the SWIRFT is contingent upon the TWDB receiving all legally required approvals for the issuance of the SWIRFT Bonds from the Legislative Budget Board, the Bond Review Board, and the Texas Attorney General. The TWDB's obligation to purchase the Borrower's securities with the SWIRFT is also contingent upon the purchase and delivery of the SWIRFT Bond proceeds by the underwriters pursuant to the Bond Purchase Agreement relating to the SWIRFT Bonds.

Accordingly, if any contingency described in the preceding paragraph above is unmet, the TWDB, upon delivery of written notice thereof to the Borrower, may extend or terminate this Agreement together with all of its obligations and duties without incurring any cost, fee, or penalty for either the TWDB or the Borrower.

- B. The Parties agree that the Borrower's obligation to issue and deliver the Borrower Bonds is contingent upon approval by the Texas Attorney General of the Borrower Bonds. The Borrower agrees to use its best efforts to obtain approval by the Texas Attorney General of the Borrower Bonds to satisfy the closing requirements set forth in Section 2 of this Agreement. To this end, the Borrower agrees as follows:
- (1) Borrower shall timely file the transcript of proceedings for the Borrower Bonds with the Texas Attorney General in accordance with the schedule contained in Attachment C;
 - (2) Borrower shall comply with the requirements and conditions contained in the Resolution;
 - (3) Borrower shall provide the TWDB with a copy of the preliminary approval letter from the Texas Attorney General promptly upon receipt;
 - (4) Borrower shall provide the TWDB with a copy of its responses to the preliminary approval letter concurrently with the submission of such responses to the Texas Attorney General; and
 - (5) Borrower shall allow TWDB to brief the Texas Attorney General on any issues noted in the preliminary approval letter and initiate or participate in conferences with the Texas Attorney General related to the approval of the Borrower Bonds.

Accordingly, if, after the Borrower employs its best efforts to obtain approval by the Texas Attorney General and such approval cannot be obtained by the date specified in Attachment C, as a matter of law, the TWDB, at its sole discretion, may terminate this Agreement and upon termination the Borrower shall pay, from any of its lawfully available funds, the Post-pricing Termination Payment no later than March 4, 2022, as provided in Section 4D. The Borrower shall also reimburse the TWDB from lawfully available funds of the Borrower its Transaction Cost Payment plus the Borrower's proportional share of the underwriters' discount no later than March 4, 2022. The Borrower understands and agrees that if the Borrower does not obtain approval from the Texas Attorney General and issue its Borrower Bonds by the date specified in Attachment C, it will be subject to a total penalty amount pursuant to this section not to exceed \$4,225,834.

SECTION 7. REDEMPTION OF OUTSTANDING DEBT. Proceeds of the Borrower Bonds shall not be used, in whole or in part, to redeem outstanding bonds, commercial paper, or other obligations issued by the Borrower. The Borrower agrees that it will not take or fail to take any action that will cause the SWIRFT Bonds to be considered to be advance refunding bonds under Section 149(d) of the Internal Revenue Code of 1986, as amended.

SECTION 8. NOTICES. All notices, agreements or other communications required hereunder shall be given, and shall be deemed given, when delivered in writing to the address, facsimile or email of the identified Party or Parties set forth below:

Texas Water Development Board Development Fund Manager P.O. Box 13231 Austin, Texas 78711-3231 Telephone: (512) 475-4584 Facsimile: (512) 475-2053	Brushy Creek Regional Utility Authority Attn: Karen Bondy, General Manager 221 East Main St. Round Rock, Texas 78664 Telephone: (512) 218-5400 Facsimile: (512) 218-7097 E-mail: kbondy@brcua.org
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SECTION 9. SEVERABILITY. In the event any provision of this Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any of its other provisions.

SECTION 10. AMENDMENTS, SUPPLEMENTS, AND MODIFICATIONS. Other than the changes allowed under Section 3 and Section 5, this Agreement may be amended, supplemented, or modified only in a writing executed by duly authorized representatives of the Parties.

SECTION 11. APPLICABLE LAW. This Agreement and any amendments shall be governed by and construed in accordance with the laws of the State of Texas.

SECTION 12. STATE AUDIT. By executing this Agreement and delivering the Borrower Bonds, the Borrower accepts the authority of the Texas State Auditor's Office to conduct audits and investigations in connection with all state funds received pursuant to this Agreement. The Borrower shall comply with any directive from the Texas State Auditor and shall cooperate in any such investigation or audit. The Borrower agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit.

SECTION 13. FORCE MAJEURE. Either Party to this Agreement may be excused from performance under this contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, or epidemic, provided that the Party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the Party's control to ensure performance and to shorten the duration of the event of Force Majeure. The Party suffering an event of Force Majeure shall provide notice of the event to the other Party as soon as practicable but not later than five business days after the event. Subject to this provision, such nonperformance shall not be deemed a breach or a ground for termination.

SECTION 14. EFFECTIVE DATE. This Agreement shall be effective as of the date of the last signature below.

SECTION 15. BINDING AGREEMENT. The execution of this Agreement has been authorized by the governing boards of both Parties. The individuals executing this Agreement have the legal authority to bind each respective Party to the terms and conditions of this Agreement. The respective commitments of the TWDB and the Borrower set forth above shall be binding upon the TWDB and the Borrower upon both Parties' execution of this Agreement.

[Remainder of Page Intentionally Left Blank]

EXECUTED in multiple counterparts, each of which shall be deemed to be an original.

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

By: _____

Name: Karen Bondy

Title: General Manager

Date: _____

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the ____ day of _____, 2021 by Karen Bondy in her capacity as General Manager, on behalf of Brushy Creek Regional Utility Authority, Inc..

(SEAL)

Notary Public, State of Texas

TEXAS WATER DEVELOPMENT BOARD

By: _____

Name: Jeff Walker

Title: Executive Administrator

Date: _____

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the ____ day of _____, 2021, by Jeff Walker in his capacity as Executive Administrator of the Texas Water Development Board, an agency of the State of Texas, on behalf of said agency.

(SEAL)

Notary Public, State of Texas

ATTACHMENT A

TWDB RESOLUTION NO. 21-082

**A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE IN THE AMOUNT OF
\$194,400,000 TO THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.
FROM THE STATE WATER IMPLEMENTATION REVENUE FUND FOR TEXAS
THROUGH THE PROPOSED PURCHASE OF
\$75,310,000 BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.,
CITY OF CEDAR PARK, TEXAS CONTRACT REVENUE BONDS, PROPOSED SERIES 2021
(BRUSHY CREEK REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT) AND
IN THE FORM OF A MULTI-YEAR COMMITMENT
\$119,090,000 BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.,
CITY OF LEANDER, TEXAS CONTRACT REVENUE BONDS, PROPOSED SERIES 2021-2023
(BRUSHY CREEK REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT)**

(21-082)

WHEREAS, the Brushy Creek Regional Utility Authority, Inc. (Authority) has filed an application for financial assistance in the amount of \$194,400,000 from the State Water Implementation Revenue Fund for Texas (SWIRFT) to finance the construction of certain water supply project(s) identified as Project No. 51049 (Project); and

WHEREAS, the Authority seeks financial assistance from the Texas Water Development Board (TWDB) through the TWDB's proposed purchase of \$75,310,000 Brushy Creek Regional Utility Authority, Inc., City of Cedar Park, Texas Contract Revenue Bonds, Proposed Series 2021 (Brushy Creek Regional Water Treatment and Distribution Project), and in the form of a multi-year commitment the proposed purchase of \$119,090,000 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds, Proposed Series 2021-2023 (Brushy Creek Regional Water Treatment and Distribution Project), (together with all authorizing documents (Obligations)), all as is more specifically set forth in the application and in recommendations of the Executive Administrator's staff; and

WHEREAS, the Authority has offered a pledge of contract revenues as sufficient security for the repayment of the Obligations; and

WHEREAS, subject to the Authority's use of an approved debt service structure, interest rate subsidies are available to the Authority for State Fiscal Year 2021 at up to the following levels: 25% for financial assistance for a term of 20 years, 18% for financial assistance for a term of 21 to 25 years, and 14% for financial assistance for a term of 26 to 30 years. The interest rate subsidy applicable to each subsequent proposed series may be different than the interest rate subsidy available for State Fiscal Year 2021 and will be set through each financing agreement executed between the TWDB and the Authority; and

WHEREAS, the interest rate subsidies provided above are based on assumptions necessary to generate an optimum debt service structure for the anticipated TWDB SWIRFT bond issuance, and are subject to modification as necessary to preserve and maintain the integrity of the SWIRFT Program; and

WHEREAS, the TWDB hereby finds:

1. that the application and assistance applied for meet the requirements of Texas Water Code, Chapter 15, Subchapters G and H and 31 TAC Chapter 363, Subchapters A and M;
2. that the Project is a recommended water management strategy project in the State Water Plan adopted pursuant to Texas Water Code § 16.051, in accordance with Texas Water Code § 15.474(a);
3. that the Authority satisfactorily completed all requests by the Executive Administrator or a regional planning group for information relevant to the Project, including a water infrastructure financing survey under Texas Water Code § 16.053(q), in accordance with 31 TAC § 363.1309(b)(2); and
4. that the Authority has acknowledged its legal obligation to comply with any applicable requirements of federal law relating to contracting with disadvantaged business enterprises and any applicable state law relating to contracting with historically underutilized businesses, in accordance with Texas Water Code § 15.435(h) and 31 TAC § 363.1309(b)(3).

NOW THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to the Brushy Creek Regional Utility Authority, Inc. for financial assistance in the amount of \$194,400,000 from the State Water Implementation Revenue Fund for Texas, to be evidenced by the TWDB's proposed purchase of:

- a) \$75,310,000 Brushy Creek Regional Utility Authority, Inc., City of Cedar Park, Texas Contract Revenue Bonds, Proposed Series 2021 (Brushy Creek Regional Water Treatment and Distribution Project). This commitment will expire on December 31, 2021;
- b) \$40,000,000 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds, Proposed Series 2021 (Brushy Creek Regional Water Treatment and Distribution Project). This commitment will expire on December 31, 2021;
- c) \$40,000,000 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds, Proposed Series 2022 (Brushy Creek Regional Water Treatment and Distribution Project). This commitment will expire on December 31, 2022; and
- d) \$39,090,000 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds, Proposed Series 2023 (Brushy Creek

Regional Water Treatment and Distribution Project). This commitment will expire on December 31, 2023.

Such commitment is conditioned as follows:

Standard Conditions:

1. this commitment is contingent on a future sale of bonds by the TWDB or on the availability of funds on hand;
2. this commitment is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas stating that the Authority has complied with all of the requirements of the laws under which said Obligations were issued; that said Obligations were issued in conformity with the Constitution and laws of the State of Texas; and that said Obligations are valid and binding obligations of the Authority;
3. this commitment is contingent upon the Authority's continued compliance with all applicable laws, rules, policies, and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement;
4. this commitment is contingent upon the Authority executing a separate financing agreement, approved as to form and substance by the Executive Administrator, and submitting that executed agreement to the TWDB consistent with the terms and conditions described in the financing agreement;
5. interest rate subsidies for non-level debt service structure are subject to adjustment by the Executive Administrator;
6. the Authority shall use a paying agent/registrar in accordance with 31 TAC § 363.42(c)(2), and shall require the paying agent/registrar to provide a copy of all receipts documenting debt service payments to the TWDB and to the TWDB's designated Trustee;

The Following Conditions Must Be Included in the Obligations:

7. the Obligations must provide that the Obligations can be called for early redemption on any date beginning on or after the first interest payment date that is 10 years from the dated date of the Obligations, at a redemption price of par, together with accrued interest to the date fixed for redemption;
8. the Obligations must provide that the Authority will comply with all applicable TWDB laws and rules related to the use of the financial assistance;
9. the Obligations must provide that the Authority must comply with all conditions as specified in the final environmental finding of the Executive Administrator when

issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources;

10. the Obligations must contain a provision requiring the Authority to maintain insurance coverage sufficient to protect the TWDB's interest in the project;
11. the Obligations must include a provision wherein the Authority, or an obligated person for whom financial or operating data is presented to the TWDB in the application for financial assistance either individually or in combination with other issuers of the Authority's Obligations or obligated persons, will, at a minimum, regardless of the amount of the Obligations, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the TWDB were a Participating Underwriter within the meaning of such rule, such continuing disclosure undertaking being for the benefit of the TWDB and the beneficial owners of the Authority's Obligations, if the TWDB sells or otherwise transfers such Obligations, and the beneficial owners of the TWDB's bonds if the Authority is an obligated person with respect to such bonds under SEC Rule 15c2-12;
12. the Obligations must include a provision requiring the Authority to use any proceeds from the Obligations that are determined to be surplus proceeds remaining after completion of the Project and completion of a final accounting in a manner approved by the Executive Administrator;
13. the Obligations must contain a provision that the TWDB may exercise all remedies available to it in law or equity, and any provision of the Obligations that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect;
14. financial assistance proceeds are public funds and, as such, the Obligations must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257;
15. financial assistance proceeds shall not be used by the Authority when sampling, testing, removing, or disposing of contaminated soils and/or media at the Project site. The Obligations shall include an environmental indemnification provision wherein the Authority agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, recycling and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the Authority, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project to the extent permitted by law;

16. the Obligations must include a provision stating that the Authority shall report to the TWDB the amounts of Project funds, if any, that were used to compensate historically underutilized businesses that worked on the Project, in accordance with 31 TAC § 363.1312;
17. the Obligations must contain a provision that the TWDB will purchase the Obligations, acting through the TWDB's designated Trustee, and the Obligations shall be registered in the name of Cede & Co. and closed in book-entry form in accordance with 31 TAC § 363.42(c)(1);
18. the Obligations must contain a provision stating that the Authority shall abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter G and Texas Water Code § 17.183;
19. the Obligations must include a provision prohibiting the Authority from using the proceeds of this financial assistance in a manner that would cause the Obligations to become "private activity bonds" within the meaning of § 141 of the Internal Revenue Code as amended (Code) and the Treasury Regulations promulgated thereunder (Regulations);
20. the Obligations must provide that no portion of the proceeds of the financial assistance will be used, directly or indirectly, in a manner that would cause the Obligations to be "arbitrage bonds" within the meaning of § 148(a) of the Code and Regulations, including to acquire or to replace funds that were used, directly or indirectly, to acquire Nonpurpose Investments (as defined in the Code and Regulations) that produce a yield materially higher than the yield on the TWDB's bonds that are issued to provide financing for the financial assistance (Source Series Bonds), other than Nonpurpose Investments acquired with:
 - a. proceeds of the TWDB's Source Series Bonds invested for a reasonable temporary period of up to three (3) years after the issue date of the Source Series Bonds until such proceeds are needed for the facilities to be financed;
 - b. amounts invested in a bona fide debt service fund, within the meaning of § 1.148-1(b) of the Regulations; and
 - c. amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual debt service on the Obligations, 125% of average annual debt service on the Obligations, or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Obligations;
21. the Obligations must include a provision requiring the Authority take all necessary steps to comply with the requirement that certain amounts earned on the investment of gross proceeds of the Obligations be rebated to the federal

government in order to satisfy the requirements of § 148 of the Code. The Obligations must provide that the Authority will:

- a. account for all Gross Proceeds, as defined in the Code and Regulations, (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 retain all records of such accounting for at least six years after the final Computation Date. The Authority may, however, to the extent permitted by law, commingle Gross Proceeds of its financial assistance with other money of the Authority, provided that the Authority separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith;
 - b. calculate the Rebate Amount, as defined in the Code and Regulations, with respect to its financial assistance, not less frequently than each Computation Date, in accordance with rules set forth in § 148(f) of the Code, § 1.148-3 of the Regulations, and the rulings thereunder. The Authority shall maintain a copy of such calculations for at least six years after the final Computation Date;
 - c. as additional consideration for providing financial assistance, and in order to induce providing financial assistance by measures designed to ensure the excludability of the interest on the TWDB's Source Series Bonds from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (b) above within 30 days after each Computation Date;
 - d. exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (b) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations;
22. the Obligations must include a provision prohibiting the Authority from taking any action that would cause the interest on the Obligations to be includable in gross income for federal income tax purposes;
 23. the Obligations must provide that the Authority will not cause or permit the Obligations to be treated as "federally guaranteed" obligations within the meaning of § 149(b) of the Code;
 24. the Obligations must contain a covenant that the Authority will refrain from using the proceeds of the Obligations to pay debt service on another issue of obligations of the borrower in contravention of section 149(d) of the Code (related to "advance refundings");

25. the Obligations must provide that neither the Authority nor a related party thereto will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Obligations to be acquired from the Authority by the TWDB;
26. the Obligations must contain a provision requiring that, upon request by the Executive Administrator, the Authority shall submit annual audits of contracting parties for the Executive Administrator's review;
27. the Obligations must contain a provision requiring the Authority to maintain and enforce the contracts with its customers so that the revenues paid to the Authority by its customers are sufficient to meet the revenue requirements of the Authority's obligations arising from the operation of the water system;
28. the Obligations must contain a provision that the pledged contract revenues from the Authority may not be pledged to the payment of any additional parity obligations of the Authority secured by a pledge of the same contract revenues unless the Authority demonstrates to the Executive Administrator's satisfaction that the pledged contract revenues will be sufficient for the repayment of all Obligations and additional parity obligations;

Conditions to Close or for Release of Funds:

29. prior to closing, if not previously provided with the application, the Authority shall submit executed contracts for engineering and, if applicable, financial advisor and bond counsel, for the Project that are satisfactory to the Executive Administrator. Fees to be reimbursed under the contracts must be reasonable in relation to the services performed, reflected in the contract, and acceptable to the Executive Administrator;
30. prior to closing, when any portion of financial assistance is to be held in escrow or in trust, the Authority shall execute an escrow agreement or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit that executed agreement to the TWDB;
31. prior to closing, the Authority's bond counsel must prepare a written opinion that states that the interest on the Obligations is excludable from gross income or is exempt from federal income taxation. Bond counsel may rely on covenants and representations of the Authority when rendering this opinion;
32. prior to closing, the Authority's bond counsel must prepare a written opinion that states that the Obligations are not "private activity bonds." Bond counsel may rely on covenants and representations of the Authority when rendering this opinion;
33. the transcript must include a No Arbitrage Certificate or similar Federal Tax Certificate setting forth the Authority's reasonable expectations regarding the use, expenditure, and investment of the proceeds of the Obligations;

34. the transcript must include evidence that the information reporting requirements of § 149(e) of the Internal Revenue Code will be satisfied. This requirement may be satisfied by filing an IRS Form 8038 with the Internal Revenue Service. In addition, the applicable completed IRS Form 8038 or other evidence that the information reporting requirements of § 149(e) have been satisfied must be provided to the Executive Administrator within fourteen (14) days of closing. The Executive Administrator may withhold the release of funds for failure to comply; and
35. prior to closing, the Authority must submit executed contracts between the Authority and the contracting parties regarding the contract revenues pledged to the payment of the Authority's Obligations, in form and substance acceptable to the Executive Administrator. Such contracts shall include provisions consistent with the provisions of this Resolution regarding the contracting parties' annual audits, the setting of rates and charges and collection of revenues sufficient to meet the Authority's debt service obligations and additional parity obligations.

APPROVED and ordered of record this, the 22nd day of July 2021.

TEXAS WATER DEVELOPMENT BOARD


Brooke T. Paup

Brooke T. Paup, Chairwoman

DATE SIGNED: July 22, 2021

ATTEST:



Jeff Walker, Executive Administrator

ATTACHMENT B

DESCRIPTION OF BORROWER BONDS

Title of Borrower Bonds: \$75,310,000 Brushy Creek Regional Utility Authority, Inc., City of Cedar Park, Texas Contract Revenue Bonds, Proposed Series 2021 (Brushy Creek Regional Water Treatment and Distribution Project)

Project Name: Brushy Creek Regional Utility Authority Water Treatment and Distribution Project

Project Number: 51049

Aggregate Principal Amount of Borrower Bonds: \$75,310,000

Anticipated Closing Date: 11/16/2021

Dated Date: 11/16/2021

First Principal Payment Date: 8/1/2022

First Interest Payment Date: 2/1/2022

Maturity Schedule:

Maturity Date	Principal Payment	Maturity Date	Principal Payment
8/1/2022	\$2,485,000	8/1/2037	\$2,400,000
8/1/2023	\$2,120,000	8/1/2038	\$2,445,000
8/1/2024	\$2,120,000	8/1/2039	\$2,490,000
8/1/2025	\$2,125,000	8/1/2040	\$2,545,000
8/1/2026	\$2,130,000	8/1/2041	\$2,600,000
8/1/2027	\$2,140,000	8/1/2042	\$2,655,000
8/1/2028	\$2,155,000	8/1/2043	\$2,715,000
8/1/2029	\$2,165,000	8/1/2044	\$2,780,000
8/1/2030	\$2,185,000	8/1/2045	\$2,845,000
8/1/2031	\$2,200,000	8/1/2046	\$2,910,000
8/1/2032	\$2,220,000	8/1/2047	\$2,985,000
8/1/2033	\$2,250,000	8/1/2048	\$3,055,000
8/1/2034	\$2,280,000	8/1/2049	\$3,135,000
8/1/2035	\$2,315,000	8/1/2050	\$3,210,000
8/1/2036	\$2,355,000	8/1/2051	\$3,295,000

ATTACHMENT C
FINANCING SCHEDULE*

DATE	ACTION
07/22/2021	TWDB approval of commitments
09/6/2021	<i>Labor Day Holiday**</i>
09/15/2021	<i>Financing agreement – last day to execute (14 days prior to initiation of pricing)</i>
09/22/2021	Financing agreement (Sec. 4A) -last day political subdivisions can terminate without penalty (7 days prior to initiation of pricing)
09/22/2021	Financing agreement (Sec. 5) -last day political subdivisions can modify maturity schedule (7 days prior to initiation of pricing)
09/24/2021	Financing agreement (Sec. 4B) -last day political subdivisions can terminate with costs of issuance (5 days prior to initiation of pricing)
09/29/2021	Financing agreement (Sec. 4C) -before 9:00 a.m. political subdivisions can terminate with costs of issuance and 1% penalty (1 day prior to pricing).
09/29/2021	TWDB bond pricing initiation (pre-pricing begins)
09/30/2021	TWDB bond pricing
10/7/2021	TWDB approves interest rates available to political subdivisions
Various	Political subdivisions adopt bond resolutions and/or master agreements
Various	Political subdivisions submit transcripts to Texas Attorney General in preparation of closing
10/11/2021	<i>Columbus Day Holiday (TWDB open)**</i>
10/13/2021	TWDB bond closing (<i>political subdivisions must close within 56 days</i>)
10/14 to 12/8/2021	Closings on political subdivision obligations
11/11/2021	<i>Veteran's Day Holiday**</i>
11/25/2021	<i>Thanksgiving Holiday**</i>
11/26/2021	<i>Thanksgiving Holiday**</i>
12/8/2021	Last day to close on political subdivision obligations
12/9/2021	Financing agreement (Sec. 4D) -penalty applied to any political subdivision failing to issue debt Start of post-pricing termination payment period (includes costs of issuance, underwriters' discount and 5% penalty)
03/4/2022	Last due date for payment of penalties

**Preliminary, subject to change*

***State agency holidays are reflected to show when TWDB is closed; they are counted towards deadlines.*

File Attachments for Item:

F.3 A Resolution Nominating Firefly Aerospace, Inc. As A Texas Enterprise Project.

**CITY COUNCIL AGENDA**

August 26, 2021

Item/Subject: A Resolution Nominating Firefly Aerospace Inc. As A Texas Enterprise Project.

Commentary

The City Council authorized the City's participation in the Texas Enterprise Zone Program on February 25, 2010, pursuant to Texas Government Code Chapter 2303, Subchapter F. This program allows for municipalities to designate zones or projects for the State's Enterprise Program which provides tax relief for qualified applicants. The City has previously nominated ETS-Lindgren, Corselab Structures, Voltabox, and Cedar Park Health Systems to participate as enterprise projects to the Office of the Governor's Economic Development and Tourism Office through the Texas Economic Development Bank.

The City now wishes to nominate Firefly Aerospace Inc. for designation as an enterprise project. The City has determined Firefly Aerospace Inc. meets the criteria for designation as an enterprise project pursuant to Texas Government Code Chapter 2303, Subchapter F.

Initiating Dept:

Fiscal Impact
Fund:**Budget**
Amount:☐**Finance Director Review**

Legal Certification

Approved as to form and content:

☐ Yes

☐ No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, NOMINATING FIREFLY AEROSPACE INC. AS A TEXAS ENTERPRISE PROJECT; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Cedar Park has previously passed Ordinance No. CO24-10-02-25-F2 electing to participate in the Texas Enterprise Zone Program, and the local incentives offered under this resolution are the same on this date as were outlined in Ordinance No. CO24-10-02-25-F2; and

WHEREAS, the City of Cedar Park has elected to provide additional local incentives as were outlined in Resolution No. R100.21.05.27.H2 and passed on May 27, 2021; and

WHEREAS, the Office of the Governor Economic Development and Tourism (EDC) through the Economic Development Bank (Bank) will consider Firefly Aerospace Inc., as an enterprise project pursuant to a nomination and an application made by the City; and

WHEREAS, the City Council desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the "Act"), Firefly Aerospace Inc. has applied to the City for designation as an enterprise project; and

WHEREAS, the City Council finds that Firefly Aerospace Inc. meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. Firefly Aerospace Inc. is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body's jurisdiction located outside of an enterprise zone and at least thirty-five percent (35.0%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and
2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and

3. The designation of Firefly Aerospace Inc. as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City Council finds that Firefly Aerospace Inc. meets the criteria for tax relief and other incentives adopted by the City and nominates Firefly Aerospace Inc. for enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, the City Council finds that it is in the best interest of the City to nominate Firefly Aerospace Inc. as an enterprise project pursuant to the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. That the findings of the City Council and its actions approving this resolution taken at the City Council meeting are hereby approved and adopted.

SECTION 2. That Firefly Aerospace Inc. is a "qualified business", as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

SECTION 3. That the City Council hereby nominates Firefly Aerospace Inc. as an enterprise project pursuant to Texas Government Code Chapter 2303, Subchapter F.

SECTION 4. That the enterprise project shall take effect on the date of designation of the enterprise project by the City Council and terminate five years after the date of designation.

SECTION 5. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this 26th day of August 2021.

CITY OF CEDAR PARK, TEXAS

Corbin Van Arsdale, Mayor

ATTEST:

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney

File Attachments for Item:

F.4 Approval For The Purchase Of Two Sculptures From the Cedar Park Community Sculpture Garden As Recommended by the Parks, Arts, And Community Enrichment (PACE) Advisory Board In An Amount Not to Exceed \$7,855.



CITY COUNCIL AGENDA

August 26, 2021

Item/Subject: Approval For The Purchase Of Two Sculptures From the Cedar Park Community Sculpture Garden As Recommended by the Parks, Arts, And Community Enrichment (PACE) Advisory Board In An Amount Not to Exceed \$7,855.

Commentary

Each year, the City of Cedar Park selects a series of new statues that will be displayed in the Cedar Park Community Sculpture Garden, located adjacent to the Cedar Park Recreation Center. Periodically, the Parks, Arts, and Cultural Enrichment Board will recommend a sculpture for purchase. The City has purchased several sculptures in the past, including pieces that are on display at the Sculpture Garden, the City Council Chambers, and the HEB Center.

This year, the PACE Board has recommended the purchase of two sculptures, first, “Freshwater Cowgirl” by Anthony St. James and “Dancin” by Randy Halsted, a local Cedar Park artist. Photos of these sculptures are attached in **Exhibit A**. The PACE Board believes these are fitting pieces for the City’s permanent collection as it displays unique craftsmanship and embodies the values of the City of Cedar Park as a family-friendly community. The first piece, “Freshwater Cowgirl”, is located near the water along the sculpture garden and highlights the natural wonder of the surrounding natural area. The second piece, “Dancin”, is a sculpture that moves with the wind. The hearts featured in this piece also align with the City’s “#Iheartcedarpark campaign, and would be a great way to continue to promote this marketing campaign.

The sales price of “Freshwater Cowgirls” is \$7,000 and the sales price of “Dancin” is \$855 for a total purchase of \$7,855. Funds for this purchase are supported through the Public Art Fund.

The item before the Council this evening is to authorize the purchase of the sculpture, “The Family” for inclusion into the City of Cedar Park’s permanent sculpture collection.

Initiating Dept: City Manager’s Office

Fiscal Impact

Fund: # 407

Budget

Amount: \$7,855

☐

Finance Director Review

Legal Certification

Approved as to form and content:

☐

Yes

☐

No **City Attorney**

“Freshwater Cowgirl” by Anthony St. James



"Dancin'" by Randy Halsted

