

**SIXTH AMENDMENT TO THE MASTER CONTRACT FOR THE FINANCING,
CONSTRUCTION AND OPERATION OF THE BCRUA
REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT**

THIS SIXTH AMENDMENT TO THE MASTER CONTRACT FOR THE FINANCING, CONSTRUCTION AND OPERATION OF THE BCRUA REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT (the "Sixth Amendment") is dated and entered into as of the 15th day of November, 2021, by and among Brushy Creek Regional Utility Authority, Inc. ("BCRUA"), a non-profit corporation of the State of Texas (the "State"), created and existing under the laws of the State, including Subchapter D of Chapter 431 as amended, Texas Transportation Code, and the City of Cedar Park, Texas ("Cedar Park"), the City of Leander, Texas ("Leander"), and the City of Round Rock, Texas ("Round Rock") all home-rule municipalities and political subdivisions of the State (individually, the "City"; collectively, the "Cities"). The BCRUA and the Cities are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, on the 2nd day of September, 2008 the Parties entered into that one certain Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project (the "Master Contract"), that provides terms and conditions for the financing, construction and operation of the first phase of the new regional system consisting generally of upgrades to Cedar Park's raw water intake, a raw water intake line, new water treatment plant, and water transmission mains; and

WHEREAS, on the 22nd day of January, 2009 the Parties entered into that one certain First Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project ("First Amendment") to postpone the date on which the BCRUA Project is to be operational from April 1, 2011 to April 1, 2012; and

WHEREAS, on the 20th day of October, 2010 the Parties entered into that one certain Second Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project ("Second Amendment") to update the estimated costs shown in Exhibit D with actual cost numbers, as well as to revise estimated costs; and

WHEREAS, on the 22nd day of February, 2012 the Parties entered into that one certain Third Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project ("Third Amendment") to delay substantial completion of the water treatment plant from April 2012 to June 2012; and

WHEREAS, on the 25th day of April, 2018 the Parties entered into that one certain Fourth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project ("Fourth Amendment") to expand the definition of "BCRUA Project" to include certain Phase II Regional System Components, as referenced in the Preliminary Engineering Report, and

BCRUA-R-21-12-156A

WHEREAS, on the 22nd day of April, 2021 the Parties entered into that one certain Fifth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project (“Fifth Amendment”) to expand the definition of “BCRUA Project” to include all Phase II Regional System Components, as referenced in the Preliminary Engineering Report, and to attach a new Exhibit D-1 to set out the estimated costs, the allocation of the costs among the Parties, and to set out the Parties respective reserved capacities in said Phase II components; and

WHEREAS, the Parties now desire to expand the definition of “BCRUA Project” to include new phases to be designated Phase IB, Phase IC, and Phase ID, all as described in Exhibit E, attached hereto and incorporated herein for all purposes; and

WHEREAS, with respect to the added Phase IB, IC, and ID components, the Parties also desire to attach a new Exhibit D-2 to set out the estimated costs, the allocation of the costs among the Cities, and to set out the Cities’ respective reserved capacities in said Phase IB, IC, and ID components; and

WHEREAS, the Parties now desire to attach a new Exhibit F to set out a maximum daily capacity and a maximum instantaneous delivery rate for each City, and

WHEREAS, the Parties now desire to amend Article VI, Sections 7.2 and 8.3 to include Delivery Point meters, control valves, and other control systems which provide the BCRUA with the ability to regulate and control the rate of flow and to provide for backflow prevention devices to protect the Parties;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and subject to the terms and conditions hereinafter set forth, the Cities and the BCRUA mutually agree that the Master Contract is amended as follows:

ARTICLE I
TABLE OF CONTENTS

The list of exhibits in the Table of Contents of the Master Contract, is amended to read as follows:

EXHIBITS

- Exhibit A-1 Contract between City of Round Rock and BRA for Lake Travis Water
- Exhibit A-2 Contract between City of Round Rock and BRA for Lake Travis Water
- Exhibit A-3 Contract between City of Round Rock and BRA for Lake Travis Water
- Exhibit B Contract between City of Cedar Park and LCRA for Lake Travis Water
- Exhibit C Contract between City of Leander and LCRA for Lake Travis Water
- Exhibit D BCRUA Regional Water Project Capacity and Cost Allocation, Phase IA, Amended: October 20, 2010
- Exhibit D-1 BCRUA Regional Water Project Capacity and Cost Allocation, Phase II, Updated: March 30, 2021.

- Exhibit D-2 BCRUA Regional Water Project Capacity and Cost Allocation, Phases IB, IC, and ID.
- Exhibit E Descriptions of Phases IB, IC, and ID
- Exhibit F BCRUA Regional Water Project Maximum Capacities and Delivery Rates

ARTICLE II
ADDED EXHIBIT D-2

The attached document entitled “Exhibit D-2; BCRUA Regional Water Project Capacity and Cost Allocation, Phases IB, IC, and ID” has been added to set out the Cities’ respective capacity and cost allocation of Phases IB, IC, and ID of the Regional System Components and it shall be considered attached to and incorporated in the Master Contract.

ARTICLE III
ADDED EXHIBIT E

The attached document entitled “Exhibit E, Descriptions of Phases IB, IC, and ID” has been added to describe Phase IB, Phase IC, and Phase ID Regional System Components and it shall be considered attached to and incorporated in the Master Contract.

ARTICLE IV
ADDED EXHIBIT F

The attached document entitled “Exhibit F, Maximum Capacities and Delivery Rates” has been added to describe the maximum daily capacities for each City, and the maximum instantaneous delivery rates, and it shall be considered attached to and incorporated in the Master Contract.

ARTICLE V
DEFINITIONS

Except as amended herein, all terms used herein shall have the meanings assigned to them in the Master Contract, unless the context clearly requires otherwise.

4.01 The Master Contract, Article I, Section 1.1 (f) shall be amended to read as follows:

(f) “BCRUA Project” means, collectively, the Land Interests and the improvements described in the recitals to this Contract and further described in the Preliminary Design Report, and as shown on Exhibit D, Exhibit D-1, Exhibit D-2, and Exhibit E. Without limitation the BCRUA Project includes the facilities, lines, intake structures, storage tanks, booster pumps, and other appurtenances in the BCRUA Project, including specifically Phases IB, IC, and ID, as described in Exhibit E and the Phase II Regional System Components, as described in the Preliminary Design Report and owned by the BCRUA sufficient to treat the raw water and deliver the treated water to which the Cities, respectively, are entitled under this Contract.

4.02 The Master Contract, Article I, Section 1.1 (r) shall be amended to read as follows:

(r) "Delivery Point" means the place, whether one or more, to which the BCRUA will deliver treated or raw water to each City pursuant to this Contract.

ARTICLE VI
AMENDMENT TO ARTICLE VI, RESERVED CAPACITIES

Section 6.1 Reserved Capacities in BCRUA Project Components. Each City, respectively, shall have the exclusive right to its reserved capacity in each BCRUA Project component as described in Exhibit D, Exhibit D-1, Exhibit D-2, and Exhibit F. No reserved capacity may be allocated to or used by anyone other than the City on whose behalf that capacity has been reserved, unless the affected City specifically agrees in writing to the allocation or use.

Section 6.2 Reserved Capacities for Treated and Raw Water in the BCRUA Project. Each City, respectively, shall have the exclusive right to take, and the BCRUA shall have the obligation to deliver, treated and raw water at the Delivery Points in the amounts shown in Exhibit D, Exhibit D-1, Exhibit D-2, and Exhibit F

Section 6.3 Transfer of Reserved Capacity. Any City may transfer any portion of its reserved capacity in one or more BCRUA Project components to another City, in exchange for such consideration as such Cities shall deem appropriate. The Cities making such transfer shall provide written notice to the BCRUA and the other City, signed by the Cities making the transfer, specifying the amount of transferred reserved capacity and the affected BCRUA Project component(s), and providing that the Cities otherwise ratify and confirm their pre-existing obligations under this Contract. No such transfer shall be effective until and unless such notice is provided. A transfer of reserved capacity shall not change any Bond Payment, other payment, or other obligations of the Cities pursuant to this Contract.

Section 6.4 Documentation of Transferred Reserved Capacity. In the event that reserved capacity is transferred, the BCRUA and the Cities shall cause a written amendment to be made to Exhibit D, Exhibit D-1, Exhibit D-2 and Exhibit F, describing such transfer and setting forth the revised reserved capacity of each City in the BCRUA Project or component(s) thereof.

ARTICLE VII
AMENDMENT TO SECTION 7.2

Section 7.2 Rate and Quantity at Delivery Point(s). The rate and quantity of treated and raw water delivered to each City at its Delivery Point(s), shall be metered. Each City shall cooperate in good faith to design the Delivery Point(s) to be at appropriate sizes and in appropriate locations to deliver the City's reserved capacity. Each Delivery Point shall be designed to deliver treated water at a maximum rate as defined in Exhibit F, and no City shall take delivery of treated or raw water from the BCRUA Project at such Delivery Point(s) at a rate exceeding the rates in Exhibit F.

ARTICLE VIII
AMENDMENT TO SECTION 8.3

Section 8.3 Measuring and Backflow Equipment at Delivery Points. The BCRUA shall furnish, install, operate and maintain at its own expense for each Delivery Point the necessary meters, including electronic or other equipment and devices of standard type for measuring properly and controlling the quantity of treated and raw water delivered under this Contract. Such meter or meters and other equipment so installed shall remain the property of the BCRUA. However, the cost of installation, operation, maintenance, repair, replacement, and all other costs associated with the Delivery Point meters shall be allocated solely to the City receiving water through that Delivery Point. Each City shall have access to such metering equipment at all reasonable times, but the reading, calibration, and adjustment thereof shall be done only by the employees or agents of the BCRUA. For the purpose of this Contract the original record or reading of the meter or meters shall be the journal or other record book of BCRUA in its office in which the records of the employees or agents of the BCRUA who take readings are or may be transcribed. Upon written request of a City, the BCRUA will give the City a copy of such journal or record book, or permit the City to have access to the same in the office of the BCRUA during reasonable business hours.

As stated above, all Delivery Point meters shall include the ability for the BCRUA to control the rate of flow of treated and raw water through each City's meter(s). The controlled rate of flow through the meters shall be expressed in gallons per minute (GPM). The purpose of controlling the rate of flow is to limit each City's take of treated and raw water so that it does not exceed its allocated capacity shown on Exhibit D, Exhibit D-1, Exhibit D-2 and Exhibit F. If a City has more than one Delivery Point meter, then that City shall give notice to the BCRUA regarding how it wants its capacity allocated among its multiple meters. The total controlled flow of all the multiple meters shall not exceed that City's total allocated capacity shown on Exhibit D, Exhibit D-1, Exhibit D-2 and Exhibit F. Said City may modify its allocation among its meters by giving the BCRUA reasonable notice of its desire to do so. No City shall be permitted to exceed its allocated capacity of treated and raw water expressed in GPM.

The BCRUA shall calibrate its meters periodically, but not less often than every year, in the presence of a representative of each City. The BCRUA and the Cities shall jointly observe any necessary adjustments which are made to the meters. If any check meter(s) hereinafter provided for have been installed, the same shall also be calibrated by each City in the presence of a representative of the BCRUA and a representative of the other Cities, who shall jointly observe any necessary adjustment. The BCRUA shall give the Cities reasonable notice of the time when any such calibration is to be made. In the event that a representative of a City is not present at the time set, the BCRUA may proceed with calibration and adjustment in the absence of any such representative.

If any party at any time observes a variation between the delivery meter or meters and the check meter or meters, if any such check meter or meters shall be installed, such party will promptly notify the other Parties, and the Parties hereto shall then cooperate to procure an immediate calibration test and joint observation of any adjustment, and said meter or meters shall then be adjusted to accuracy. Each party shall give the other Parties not less than forty-eight (48) hours' notice of the time of all tests of meters so that the other Parties may have a representative present.

If upon any test, the percentage of inaccuracy of any metering equipment is found to be in excess of two percent (2%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (½) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If for any reason any meters are out of service or out of repair so that the amount of treated water delivered cannot be ascertained or computed from the reading thereof, the treated water delivered during the period such meters are out of service or out of repair shall be estimated and agreed upon by the Parties hereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of treated water delivered during such period may be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or (ii) by estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter or meters were registering accurately.

Each City may, at its sole option and its own expense, install and operate a check meter to verify the operation of each meter installed by the BCRUA, but the measurement of treated water for the purpose of this Contract shall be determined solely by the BCRUA's meters, except in the cases hereinabove specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the BCRUA, but the reading, calibration and adjustment thereof shall be made only by the City that installed the check meter, except during any period when a check meter may be used under the provisions hereof for measuring the amount of treated water delivered, in which case the reading, calibration and adjustment thereof shall be made by BCRUA with like effect as if such check meter or meters had been furnished or installed by BCRUA.

The BCRUA shall furnish, install, operate and maintain at its own expense for each Delivery Point the necessary backflow prevention devices approved by the Operations Committee.

ARTICLE VIX MISCELLANEOUS

Section 9.1 To the extent necessary to effect the terms and provisions of this Sixth Amendment, the Master Contract is hereby amended and modified. In all other respects, the aforesaid Master Contract is hereby ratified and confirmed.



Section 9.2 The provisions of Section 8.3 related to the controlling the rate of flow through each City's meter(s) shall not go into effect until such time as BCRUA gives notice to the Cities that the equipment necessary for controlling the rate of flow have been installed and tested.

Section 9.3 This Sixth Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective governing bodies have caused this Sixth Amendment to be duly executed as of the 15th day of December, 2021.

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

By: 
Na'Cole Thompson, President

Attest: 
By: 
Rene Flores, Secretary

CITY OF CEDAR PARK, TEXAS

By: Corbin Van Arsdale
Corbin Van Arsdale, Mayor

Attest:

By: LeAnn Quinn
LeAnn Quinn, City Secretary

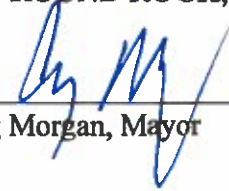
CITY OF LEANDER, TEXAS

By: *C. Sederquist*
Christine Sederquist, Mayor

Attest:

By: *Dara Crabtree*
Dara Crabtree, City Secretary

CITY OF ROUND ROCK, TEXAS

By: 
Craig Morgan, Mayor

Attest:

By: 
Megan Spinks, City Clerk

R-2021-330

Exhibit D-2
 BCRUA Regional Water Project
 Capacity and Cost Allocation, Phases IB, IC, and ID - November 17, 2021

DESCRIPTION	CONSTRUCTED CAPACITY (MGD)	ESTIMATED COST	CEDAR PARK RESERVED CAPACITY (%)	CEDAR PARK COST	LEANDER RESERVED CAPACITY (%)	LEANDER COST	ROUND ROCK RESERVED CAPACITY (%)	ROUND ROCK COST
PHASE IB - WATER TREATMENT PLANT RE-RATING TO 21 MGD								
Engineering Services	21	\$ 150,000	26.67	\$ 40,000	46.67	\$ 70,000	26.67	\$ 40,000
PHASE IB - WTP RE-RATING SUB-TOTAL		\$ 150,000		\$ 40,000		\$ 70,000		\$ 40,000
(Cost Allocation Percentages)				26.67%		46.67%		26.67%
PHASE IC - 11.5 MGD RAW WATER INTAKE & WATER TREATMENT PLANT EXPANSION								
Planning & Design Services	32.5	\$ 1,815,000	26.67	\$ 484,061	46.67	\$ 846,879	26.67	\$ 484,061
Construction & Construction Phase Services	32.5	\$ 16,436,000	26.67	\$ 4,382,933	46.67	\$ 7,670,133	26.67	\$ 4,382,933
PHASE IC - RWT & WTE EXPANSION SUB-TOTAL		\$ 18,251,000		\$ 4,866,994		\$ 8,537,012		\$ 4,866,994
(Cost Allocation Percentages)				26.67%		46.67%		26.67%
PHASE ID - 3.4 MGD WATER TREATMENT PLANT EXPANSION								
Planning & Design Services	41.9	\$ 1,260,400	26.67	\$ 336,107	46.67	\$ 588,187	26.67	\$ 336,107
Construction & Construction Phase Services	41.9	\$ 16,349,000	26.67	\$ 4,359,733	46.67	\$ 7,629,533	26.67	\$ 4,359,733
PHASE ID - WTE EXPANSION SUB-TOTAL		\$ 17,609,400		\$ 4,695,840		\$ 8,217,720		\$ 4,695,840
(Cost Allocation Percentages)				26.67%		46.67%		26.67%
BCRUA PROJECT PHASES IB, IC & ID TOTAL COST		\$ 38,010,400		\$ 9,602,834		\$ 16,804,732		\$ 9,602,834

Exhibit E

Descriptions of Phases IB, IC, and ID

<i>Phase</i>	<i>Capacity (MGD)¹</i>	<i>Description</i>
1B	21	Raw water and treatment capacity re-rate completed through field demonstration testing and reporting (no construction).
1C	32.5	Water treatment plant and raw water intake barge expansion consisting of the addition of a conventional treatment train and three raw water pumps.
1D	41.9 ²	Water treatment plant expansion consisting of the addition of a conventional treatment train and solids handling improvements.

¹ Reference Exhibit D-2 for the Cities respective reserved capacity percentages and flow rates by Phase.

² The Cities reserved capacity of Phase 1D shall be based on the reserved capacity percentages documented in Exhibit D-2, should the raw water capacity delivered to Phase 1D through the Phase 1A, Contract 2 Raw Water Pipeline be less than 41.9 MGD as determined through future engineering studies and construction repairs.

Exhibit F
 BCRUA Regional Water Project
 Maximum Capacities and Delivery Rates - November 17, 2021

	Maximum Daily Capacity Phase 1B (MGD)	Maximum Daily Capacity Phase 1C (MGD)	Maximum Daily Capacity Phase 1D (MGD)	% of Capacity	Maximum Instantaneous Rate 1B (GPM)	Maximum Instantaneous Rate 1C (GPM)	Maximum Instantaneous Rate 1D (GPM)
Cedar Park	5.6	8.67	11.17	26.67	3,889	6,021	7,757
Leander	9.8	15.16	19.56	46.67	6,806	10,528	13,583
Round Rock	5.6	8.67	11.17	26.67	3,889	6,021	7,757
Total	21.00	32.50	41.90	100	14,584	22,570	28,090