

EXHIBIT
"A"

**SECOND AMENDMENT TO THE AMENDED AND RESTATED MASTER
CONTRACT FOR THE FINANCING, CONSTRUCTION, OWNERSHIP, AND
OPERATION OF THE BRUSHY CREEK REGIONAL WASTEWATER SYSTEM**

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED MASTER CONTRACT FOR THE FINANCING, CONSTRUCTION, OWNERSHIP AND OPERATION OF THE BRUSHY CREEK REGIONAL WASTEWATER SYSTEM (the "Second Amendment") is dated and entered into as of the ____ day of _____, 2023, by and among the City of Austin, Texas ("Austin"), 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").

RECITALS

WHEREAS, on the 4th day of June, 2010 the Cities entered into that one certain Amended and Restated Master Contract for the Financing, Construction, Ownership, and Operation of the Brushy Creek Regional Wastewater System (the "Master Contract"); and

WHEREAS, on the 9th day of June 2011, the Cities entered into that one certain First Amendment to the Amended and Restated Master Contract for the Financing, Construction, Ownership and Operation of the Brushy Creek Regional Wastewater System; and

WHEREAS, the Cities wish to amend the Master Contract to provide for Leander's purchase of an undivided interest in the Administration Building, the East Wastewater Treatment Plant real property and the West Wastewater Treatment Plant real property; and

WHEREAS, the Cities wish to replace "Exhibit A" with "Exhibit A, (Revised July 2023)" to indicate Leander's said purchase;

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 mutually agree as follows:

ARTICLE 1
OF THE SECOND AMENDMENT
DEFINITIONS

SECTION 1.A All terms used herein shall have the meanings assigned to them in the Master Contract, unless the context clearly requires otherwise.

ARTICLE 2
OF THE SECOND AMENDMENT

REPLACE EXHIBIT A TO THE MASTER CONTRACT

SECTION 2.A **Exhibit A** to the Master Contract is hereby revised and replaced by the ***Exhibit A, (Revised July 2023)*** attached to this Second Amendment and incorporated into the Master Contract for all purposes.

ARTICLE 3
OF THE SECOND AMENDMENT

AMENDMENT TO ARTICLE IV OF THE MASTER CONTRACT

SECTION 3.A **Section 4.2** of the Master Contract is hereby amended to read as follows:

Section 4.2 Leander's Participation in the Collection System. The Parties confirm and agree that Round Rock, Cedar Park, and Austin originally purchased the System from the Lower Colorado River Authority pursuant to that certain "Purchase Agreement for the Brushy Creek Regional Wastewater System" dated September 10, 2009, and that sufficient capacity in the Collection System for the System exists to serve Leander's Service Area up to a maximum average flow rate of 5.4 million gallons per day. In consideration for the conveyance of capacity to Leander for those Collection System Components as shown in ***Exhibit A, (Revised July, 2023)*** and the rights of an Owner under this Contract, Leander agrees to purchase, and Austin, Cedar Park, and Round Rock agree to convey to Leander the Reserved Capacity in the Collection System Components as shown on ***Exhibit A, (Revised July, 2023)*** for the purchase price of TEN MILLION, EIGHT HUNDRED THOUSAND DOLLARS (\$10,800,000) (the "Leander Buy-In Requirement"). Leander shall pay the Leander Buy-In Requirement in annual installments over a period of twenty-two (22) years in accordance with the table at ***Exhibit D***, with the first payment to occur on January 31, 2013. Leander shall make separate payments to Round Rock, Cedar Park, and Austin in the amounts shown on ***Exhibit D***. During each year while there is any liability by reason of the terms and provisions of this Contract for the Leander Buy-In Requirement, including the fiscal year in which this Contract is first approved and executed, the Leander City Council shall compute and ascertain the rate and amount of ad valorem tax, based on the latest approved tax rolls of Leander, with full allowances being made for tax delinquencies and costs of tax collection, which will be sufficient to raise and produce the money required to pay any sums which may be or become due during any such year, in no instance to be less than two (2%) per cent of such obligation, together with all interest thereon, because of the obligation herein assumed and undertaken. Said rate and amount of ad valorem tax is hereby ordered to be levied and is hereby levied against all taxable property in Leander for

each year while any liability exists for payment of the Leander Buy-In Requirement under this Contract, and said ad valorem tax shall be assessed and collected each such year until all of the obligations for payment of the Leander Buy-In Requirement shall have been discharged and all liability hereunder for the Leander Buy In Requirement has discharged.

SECTION 3.B A new Section 4.2.2 is hereby added to the Master Contract to read as follows:

Section 4.2.2 Leander's Participation in the Administration Building and Real Property. Leander agrees to purchase, and Austin, Cedar Park, and Round Rock agree to convey to Leander a 12.82% undivided interest in the Administration Building, the East Treatment Plant real property, and the West Treatment Plant real property for the purchase price of TWO MILLION, NINE HUNDRED FIVE THOUSAND, THREE HUNDRED FORTY-ONE DOLLARS (\$2,905,341.00). Leander shall pay said sum to the other three cities, allocated as follows: To Austin, \$99,653.20; to Cedar Park, \$424,470.32 and to Round Rock, \$ 2,381,217.48. Said sums to be paid within thirty (30) days of the effective date of this Second Amendment. After the aforesaid conveyance is made to Leander, each of the cities' ownership interest in the Administration Building, the East Treatment Plant real property and the West Treatment Plant real property shall be as shown on *Exhibit A, (Revised, July 2023)*.

ARTICLE 4 OF THE SECOND AMENDMENT

MISCELLANEOUS

Section 4.1 To the extent necessary to affect the terms and provisions of this Second Amendment, the Master Contract is hereby amended and modified. In all other respects, the aforesaid Master Contract is hereby ratified and confirmed.

Section 4.2 This Second 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 Cities hereto acting under authority of their respective governing bodies, including authority granted by their respective governing bodies in approving the Master Contract, have caused this Second Amendment to be duly executed as of the day and year first above written.

CITY OF AUSTIN, TEXAS

By: _____

Jesus Garza, Interim City Manager

CITY OF CEDAR PARK, TEXAS

By: _____
Jim Penniman-Morin, Mayor

Attest:

By: _____
LeAnn M. Quinn, City Secretary

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Attest:

By: _____
Meagan Spinks, City Clerk

CITY OF LEANDER

By: _____
Christine DeLisle, Mayor

ATTEST:

By: _____
Dara Crabtree, City Secretary

EXHIBIT A, (Revised July 2023)

Amended & Restated Capacity Reservations in the Brushy Creek Regional Wastewater System Collection and Treatment Systems							
			Cedar Park	Austin	Round Rock	Leander	Check
Node	From	To					
Brushy Creek Interceptor - Upstream Collection System (percent ownership in capacity)							
A	C1-30	C1-17	100.00%	0.00%	0.00%	0.00%	100.00%
B	C1-17	C2-31	100.00%	0.00%	0.00%	0.00%	100.00%
C	C2-31	C2-23	90.78%	9.22%	0.00%	0.00%	100.00%
D	C2-23	C2-16	90.90%	9.10%	0.00%	0.00%	100.00%
E	C2-16	C2-9	87.30%	12.70%	0.00%	0.00%	100.00%
F	C2-9	C2-1B	86.11%	13.89%	0.00%	0.00%	100.00%
G	C2-1B	C3-22	83.38%	16.62%	0.00%	0.00%	100.00%
H	C3-22	C3-18	65.11%	9.59%	0.00%	25.30%	100.00%
I	C3-18	C3-13	64.51%	9.50%	0.92%	25.07%	100.00%
J	C3-13	C3-1	62.58%	9.22%	3.91%	24.29%	100.00%
Brushy Creek Interceptor - Downstream Collection System (percent ownership in capacity)							
K	C3-1	C20-28	56.74%	8.37%	12.90%	21.99%	100.00%
L	C20-28	C20-8	56.22%	8.29%	13.70%	21.79%	100.00%
M	C20-8	C21-1	38.52%	30.32%	16.32%	14.84%	100.00%
N	C21-1	C6-12A	34.87%	27.46%	24.26%	13.41%	100.00%
O	C6-12A	C6-1	33.79%	26.62%	26.60%	12.99%	100.00%
P	C6-1	C9-1	30.98%	24.43%	32.70%	11.89%	100.00%
Q	C9-1	C6A-21	30.21%	23.82%	34.38%	11.59%	100.00%
R	C61-21	C6A-12	29.50%	23.28%	35.91%	11.31%	100.00%
S	C6A-12	C6A-1	28.99%	22.86%	37.04%	11.11%	100.00%
Lake Creek Interceptor (percent ownership in capacity) – Austin & Round Rock only							
	LC0965	LC0963	0.00%	27.00%	73.00%	0.00%	100.00%
	LC0963	LC0920	0.00%	26.00%	74.00%	0.00%	100.00%
	LC0920	LC093737	0.00%	23.00%	77.00%	0.00%	100.00%
	LC093737	LC094	0.00%	22.00%	78.00%	0.00%	100.00%
	LC094	LC091738	0.00%	20.00%	80.00%	0.00%	100.00%
	LC091738	RW0135	0.00%	23.00%	77.00%	0.00%	100.00%
Southwest Interceptor (percent ownership in capacity) – Austin & Round Rock only							
	LC45001	LC45003	0.00%	91.00%	9.00%	0.00%	100.00%
	LC45003	LC45007	0.00%	90.00%	10.00%	0.00%	100.00%
	LC45007	LC45013B	0.00%	91.00%	9.00%	0.00%	100.00%
	LC45013B	LC45013A	0.00%	92.00%	8.00%	0.00%	100.00%
	LC45013A	LC1627F	0.00%	75.00%	25.00%	0.00%	100.00%
	LC1627F	LC1627E	0.00%	76.00%	24.00%	0.00%	100.00%
	LC1627E	LC153721	0.00%	74.00%	26.00%	0.00%	100.00%
	LC153721	LC1519	0.00%	60.00%	40.00.%	0.00%	100.00%
	LC1519	LC151	0.00%	58.00%	42.00%	0.00%	100.00%
	LC151	LC0965	0.00%	47.00%	53.00%	0.00%	100.00%

			Cedar Park	Austin	Round Rock	Leander	Check
Node	From	To					
South Interceptor (percent ownership in capacity) – Austin & Round Rock only							
	LC11111	LC1197	0.00%	61.00%	39.00%	0.00%	100.00%
	LC1197	LC1182	0.00%	60.00%	40.00%	0.00%	100.00%
	LC1182	LC111572	0.00%	53.00%	47.00%	0.00%	100.00%
	LC111572	LC11117	0.00%	44.00%	56.00%	0.00%	100.00%
	LC11117	LC1110	0.00%	40.00%	60.00%	0.00%	100.00%
	LC1110	LC091736	0.00%	30.00%	70.00%	0.00%	100.00%
	LC091736	LC091738	0.00%	24.00%	76.00%	0.00%	100.00%
Treatment Facilities – Percent Ownership or Treatment Capacity Ownership							
Avg. Daily WWTP Capacity (MGD)			5.46	3.26	20.05	4.23	33.00
Percent Ownership of Treatment Capacity			16.55%	9.87%	60.76%	12.82%	100.00%
Total East Plant Capacity After Expansion 30.00 MGD (lost 1.50 of 21.50 MGD converting “original” plant)							
Total West Plant Capacity 3.00 MGD							
Total Plant Capacity AFTER East Plant Expansion 33.00 MGD							