

# EXHIBIT

## A

### **INTERLOCAL AGREEMENT REGARDING ALLOCATION OF COSTS FOR DESIGN FOR THE EXPANSION AND REHABILITATION OF A PORTION OF THE BRUSHY CREEK INTERCEPTOR**

**THIS INTERLOCAL AGREEMENT REGARDING THE ALLOCATION OF COSTS FOR DESIGN OF THE EXPANSION AND REHABILITATION OF A PORTION OF THE BRUSHY CREEK INTERCEPTOR (“Agreement”)** is entered into among the City of Austin, (“**Austin**”), the City of Cedar Park (“**Cedar Park**”), the City of Leander, (“**Leander**”), and the City of Round Rock, (“**Round Rock**”), to be effective the day of \_\_\_\_\_, 2025. In this Agreement, Austin, Cedar Park, Leander, and Round Rock are sometimes individually referred to as “**Party**” and collectively referred to as “**Parties**.”

#### **Recitals**

**WHEREAS**, on August 11, 2009, the cities of Austin, Cedar Park, and Round Rock entered into a Master Contract for the Financing, Construction, Ownership, and Operation of the Brushy Creek Regional Wastewater System; and

**WHEREAS**, on June 4, 2010, the Parties entered into an Amended and Restated Master Contract for the Financing, Construction, Ownership and Operation of the Brushy Creek Regional Wastewater System, (the “Master Contract”) which among other things added Leander as an additional owner of the Brushy Creek Regional Wastewater System (“System”); and

**WHEREAS**, on June 9, 2011, the Parties entered into the First Amendment to the Master Contract to amend and clarify the duties and responsibilities of the Operations Committee, and to amend the provisions regarding the Capital Expense Budget; and

**WHEREAS**, on June 19, 2017, the Parties entered into that one certain Interlocal Agreement Regarding Allocation of Costs for the Re-rating of and Expansion to the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater System, to pursue expansion of the East Wastewater Treatment Plant; and

**WHEREAS**, on July 13, 2017, the Parties entered that one certain Interlocal Agreement Regarding Allocation of Costs for the Expansion to the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater System, to establish the terms and conditions of the cost allocations to expand the East Plant to 30 million gallons; and

**WHEREAS**, on September 21, 2023, the Parties entered into a Second Amendment to the Master Contract to provide for Leander’s purchase of an undivided interest in the Administration Building, the East Plant real property and the West Wastewater Treatment Plant real property as well as to modify the flow calculations methodology; and

**WHEREAS**, on December 21, 2023, the Parties entered into that one certain Interlocal Agreement Regarding Allocation of Costs for the Expansion to the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater Treatment System; and

**WHEREAS**, on October 24, 2024, the Parties entered into that one certain Interlocal Agreement Regarding Allocation of Costs for the Rehabilitation of the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater System; and

**WHEREAS**, the Parties have now agreed to jointly pursue the design of the expansion and rehabilitation of a portion of the Brushy Creek Interceptor (as defined below); and

**WHEREAS**, the purpose of this Agreement is to set forth the terms and conditions of the allocation of costs for the expansion and rehabilitation of the Project, as defined below, and pursuant to which the Parties will cost participate in all costs and expenses related thereto;

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

## **I. DEFINITIONS**

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

**1.01** “Agreement” means this Interlocal Agreement Regarding the Allocation of Costs for the Expansion and Rehabilitation of a portion of the Brushy Creek Interceptor.

**1.02** “Austin” means the City of Austin, Texas.

**1.03** “Brushy Creek Interceptor” means that portion of the Brushy Creek Interceptor – Downstream Collection System, Nodes P, Q, R, and S, as shown on Exhibit A of the Master Contract, a copy of which is attached hereto as **Exhibit “A.”**

**1.04** “Brushy Creek Regional Wastewater System Master Plan” or “BCRWWS Master Plan” mean the regional wastewater master plan dated July 2025 by K Friese & Associates

**1.05** “Cedar Park” means the City of Cedar Park, Texas.

**1.06** “Cost Allocation Percentage” means the percentage of Project Costs to be paid by each Party, as set forth on **Exhibit “B”** attached hereto.

**1.07** “Effective Date” means the date set forth in the opening paragraph of this Agreement.

**1.08** “Leander” means the City of Leander, Texas.

**1.09** “Master Contract” means the Amended and Restated Master Contract for the Financing, Construction, Ownership and Operation of the Brushy Creek Regional Wastewater System dated June 4, 2010, as amended.

**1.10** “Operations Committee” or “OC” means the Operations Committee created in Section 4.6 of the Master Contract.

**1.11** “Party” or “Parties” means Austin, Cedar Park, Leander, and/or Round Rock, individually or collectively, as applicable.

**1.12** “Project” means: the efforts to design the expansion and rehabilitation of a portion of the Brushy Creek Interceptor – Downstream Collection System, Nodes P, Q, R and S as shown on Exhibit A of the Master Contract, a copy of which is attached hereto as “**Exhibit A.**”

**1.13** “Project Consultant(s)” means one or more of the firms engaged by the Parties to perform Project Consulting Services.

**1.14** “Project Consulting Contract(s)” means those certain contracts for engineering and related services to be approved by the Parties pursuant to which the Project Consultant(s) shall provide Project Consulting Services, including any supplemental contracts approved by the Parties.

**1.15** “Project Consulting Services” means the services required for the preliminary and final engineering and other services to be performed by the Project Consultant(s) pursuant to the Project Consulting Contracts in order to complete the objectives of the Project.

**1.16** “Project Costs” means all costs and expenses incurred by the Parties in furtherance of the Project..

**1.17** “Project Fund” means a fund to be established and administered by Round Rock in accordance with Section 4.02 hereof ,in order to provide monies to pay the Project Costs.

**1.18** “Round Rock” means the City of Round Rock, Texas.

**1.19** “System” means the Brushy Creek Regional Wastewater System, as described in the Master Contract.

## **II.**

### **OPERATIONS COMMITTEE**

**2.01 Responsibility of the OC.** The OC shall:

- (i) Attend and participate in regular meetings with the Project Consultant(s) to monitor the status of the Project and to provide direction and recommendations with respect thereto;

- (ii) Review and unanimously approve, in writing, reports and design documents for the Project produced by the Project Consultant(s);
- (iii) Review and unanimously approve, in writing, any revisions to the scope to be performed by the Project Consultant(s);
- (iv) Review and unanimous approval in writing other contracts necessary for the completion of the Project;
- (v) Confirm in writing the final completion of Project;
- (vi) Address any other pertinent matters relating to the Project;
- (vii) Meet at regular intervals to review the matters over which it has authority; and
- (viii) Be diligent, prompt, and timely in reviewing and acting on matters submitted to it.

### **III. CONSULTANT SERVICES**

#### **3.01 Consultant Services.**

(a) The Parties intend to enter into Project Consultant Contracts in the form unanimously approved by the Parties.

(b) After the scope of Project Consultant Contracts is unanimously approved by the Parties, including any proposed changes to a Project Consultant's compensation, the Project Consultant Contracts may only be modified by unanimous written authorization from the Parties, such authorization shall be set forth in a "Supplemental Contract."

#### **3.02 OC Participation.**

(a) The OC shall prepare a schedule of meetings with the Project Consultant(s) that shall be approved by all members of the OC. The foregoing shall not be construed to prohibit any Party from communicating with Project Consultant(s) regarding the Project Consultant Services without the presence or participation of the other Parties, or from meeting with the Project Consultant(s) when it is not practicable to schedule a meeting with the OC.

(b) The Parties agree that the final design of the Project will not be finalized until the OC has reviewed and unanimously approved in writing such design.

(c) Within fifteen (15) business days of receipt of any preliminary and/or final reports prepared by the Project Consultant(s) ("Receipt Period"), the members of the OC

shall specify in writing to each other any objections regarding the draft reports, and any proposed revisions thereto. If any member of the OC fails to object in writing to the report within the fifteen (15)- business-day Receipt Period, then that member shall be deemed to have approved the draft report. In the event that any member of the OC timely objects to the draft report, then the OC shall endeavor in good faith to resolve the matter by unanimous agreement. If the OC cannot unanimously agree to the proper resolution within thirty (30) business days of receipt of the said preliminary and/or final reports, then the OC shall refer the dispute to the respective City Managers of the Parties. The City Managers shall work diligently and in good faith to resolve the dispute as quickly as possible so as not to jeopardize the completion of the Project.

### **3.03 Work Product.**

(a) Any Party is entitled to copies of any work product produced by the Project Consultant(s) in connection with the Project Consultant Services. The Party requesting a copy of such information shall pay all reasonable costs incurred by the Project Consultant in preparing and furnishing the copies.

(b) In accordance with, and subject to the terms and conditions set forth in the Project Consultant Contracts, the Parties may utilize the work product produced by the Project Consultant(s) for their own purposes.

## **IV. PROJECT COSTS**

### **4.01 Payment of Project Costs.**

(a) All Project Costs shall be shared by the Parties according to the Cost Allocation Percentages, as set forth in Exhibit "B" attached hereto, which are based on the 2040 flow projections in the BCRWWS Master Plan.

(b) The Parties agree that Project Consultant(s) will be instructed to send all invoices to Round Rock and that upon receipt of each invoice from the Project Consultant(s), Round Rock shall review the invoice and confirm that the Project Services have been completed in accordance with the request for payment.

(c) Upon Round Rock's approval of each invoice for Project Costs, Round Rock will transmit a copy of the approved invoice to each Party's representative on the OC. Within ten (10) business days of receipt of the invoice for payment, the members of the OC shall specify in writing to Round Rock any objections regarding the invoice for payment. If any member of the OC fails to object in writing to the invoice within the ten (10) business day period, then the Party represented by such OC member shall be deemed to have approved the invoice for payment. In the event that any member of the OC timely objects to the invoice, then the matter shall be resolved in accordance with the following procedures:

(i) If the objection relates to the performance of work or services by a Project Consultant, then the OC shall exercise all rights to which it is entitled under the Project Consulting Contract to resolve the dispute, require correction of the defective work, and otherwise address the concern of the objecting member of the OC.

(ii) In the event that any member of the OC objects to an invoice for reasons not related to the performance of work or services by the Project Consultant, then the OC shall endeavor in good faith to resolve the matter by unanimous agreement. If the OC cannot unanimously agree to the proper resolution within thirty (30) calendar days of the date of written objection, then the invoice shall be paid as received; provided, however, that any Party may subsequently seek a determination of the dispute through the dispute resolution process set forth in Sec. 4.03 below, and the allocation of costs between the Parties shall be adjusted in accordance with such determination. Any such request for dispute resolution must be brought within thirty (30) calendar days of the date of written objection.

(iii) In the event that Project Costs exceed agreed upon estimates, then the OC must approve such overruns by unanimous agreement. If the OC cannot unanimously agree, then the matter shall be submitted to the City Managers for resolution as set forth in Sec. 4.03.

(d) The Parties agree that the reasonable compensation cost for Round Rock's performing the aforesaid financial administration and other general administrative services is the sum of \$ 3,000.00 per month, beginning when the first Project Consultant Contract is executed, and ending with the completion of the design of the Project. Such costs shall be allocated among the Parties (including Round Rock) according to the Cost Allocation Percentages set forth in **Exhibit "B."**

(e) In the event of termination of this Agreement prior to the completion of the Project, all Parties shall provide payment of their pro rata share of the Project Costs incurred prior to and through the date of the termination.

#### **4.02 Project Fund.**

(a) The Parties shall contribute monies to the Project Fund in accordance with the following provisions:

(i) Within ten (10) calendar days of execution of the Project Consulting Contract(s) by the Parties, each Party shall deposit into the Project Fund a sum, which represents twenty-five percent (25%) of each Party's share of the estimated Project Costs. The Project Fund shall be placed in an interest-bearing account, and the interest shall become part of the Project Fund.

(ii) At such time as the balance in the Project Fund is substantially depleted, as determined in Round Rock's reasonable discretion, Round Rock shall provide written notice (by email or otherwise) thereof to the other Parties, each of which shall have thirty (30) calendar days to deposit into the Project Fund an additional payment, in the same amount as originally deposited. Each notice by Round Rock shall be accompanied by a written accounting report that identifies in reasonable detail all prior expenditures from the Project Fund.

(iii) The foregoing process shall continue until such time as the Project Costs have been paid in full. In the event that the Project Costs exceed the original estimate, after prior notice to the Parties of the cost exceedance and what was considered to avoid such costs, each Party shall deposit within the Project Fund a sum equal to the product determined by multiplying each Party's Cost Allocation Percentage by the cost exceedance.

(b) In the event that there are remaining funds within the Project Fund upon final completion of the Project, then Round Rock shall promptly divide and remit within 30 calendar days such funds to the Parties on a pro rata basis according to the percentage of all Project Costs previously paid by each of the Parties. Payment shall be accompanied by a written accounting describing the basis for calculation of payment to each Party.

(c) All interest that accumulates within the Project Fund shall remain within such fund for payment of Project Costs.

**4.03 Disputes.** In the event of any disputes among the Parties, the Parties agree that the City Managers shall work diligently and in good faith to resolve the dispute as quickly as possible so as not to jeopardize the completion of the Project.

**4.04 Non-Project Work and Costs.** If any non-project work is necessary, such work shall be initiated, and costs allocated in accordance with the Master Contract.

## V. GENERAL PROVISIONS

**5.01 Authority.** This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code* and Section 552.001, *Texas Local Government Code*.

**5.02 Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected, and this Agreement will be construed as if the invalid portion had never been contained herein.

**5.03 Payments from Current Revenues.** Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose. The obligation of Parties to make payments to Round Rock will not constitute a general obligation or indebtedness of the Parties that obligate a Party to levy or pledge any revenue from taxes.

**5.04 Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

**5.05 Entire Agreement.** Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Project

Consulting Services and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter. The Parties confirm that further agreements regarding the Project are contemplated and will not be affected or limited by this Agreement.

**5.06 Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

**5.07 Applicable Law; Venue.** This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

**5.08 Notices.** Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

**AUSTIN:**

P.O. Box 1088  
Austin, Texas 78767  
Attn: Director, Austin Water  
Telephone: (512) 972-0109

with copy to:

Austin City Attorney's Office  
P.O. Box 1088  
Austin, Texas 78767  
Attn: Division Chief, Utility & Regulatory  
Division

**CEDAR PARK:**

450 Cypress Creek Road, Bldg. 1  
Cedar Park, Texas 78613  
Attn: Kenneth Wheeler  
Telephone: (512) 401-5000  
Email: [Kenneth.Wheeler@cedarparktexas.gov](mailto:Kenneth.Wheeler@cedarparktexas.gov)

with copy to:

J.P. LeCompte  
City Attorney  
450 Cypress Creek Road, Bldg. 1  
Cedar Park, Texas 78613  
Email: [JP.LeCompte@cedarparktexas.gov](mailto:JP.LeCompte@cedarparktexas.gov)

**ROUND ROCK:**

221 East Main  
Round Rock, Texas 78664  
Attn: Michael Thane  
Telephone: (512) 218-3236  
Email: [mthane@roundrocktexas.gov](mailto:mthane@roundrocktexas.gov)

with copy to:

Steve Sheets  
309 E. Main Street



Round Rock, Texas 78664- 5264  
Telephone: (512) 255-8877  
Email: [steve@scrllaw.com](mailto:steve@scrllaw.com)

**LEANDER:**

P.O. Box 319  
Leander, Texas 78646-0319  
Attn: Gina Ellison  
Telephone: (512) 528-2786  
Email: [gellison@leandertx.gov](mailto:gellison@leandertx.gov)

with copy to:

Paige Saenz  
223 W. Anderson Lane, Suite A-105 Austin,  
Texas 78752  
Telephone: (512) 323-5778  
Email: [paige@cityattorneytexas.com](mailto:paige@cityattorneytexas.com)

**5.09 Force Majeure.** The Parties shall not be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects. Force majeure shall not relieve the Parties of their obligation to make payment to Round Rock as provided in this Agreement.

**5.10 Independent Contractor.** Each of the Parties shall have the status of an independent contractor hereunder and shall be solely responsible for the proper direction of its employees hereunder and each Party's employees shall not be considered employees or borrowed servants of any of the other parties for any reason.

**5.11 No Third-Party Beneficiaries.** This Agreement shall inure only to the benefit of the Parties and third parties not privy to this Agreement shall not, in any form or manner, be considered a third-party beneficiary of this Agreement.

**5.12 Conflict.** If there is a conflict between the Master Contract and this Agreement, the provisions of this Agreement shall control.

**5.13 Termination.** This Agreement may be terminated by mutual agreement of the Parties. If this Agreement is terminated by the Parties prior to its completion of Project Consulting Services, then the terms and conditions of the Master Contract shall control. Any outstanding balance within the Project Fund will be returned proportionally in accordance with the applicable Exhibit percentages. The Parties shall then work cooperatively with due diligence to determine how to address existing and future wastewater treatment capacity issues.

**5.14 Default.** In the event that one Party believes that the other Party is in default of any of the provisions in this Agreement, the non-defaulting Party will make written demand to cure to the defaulting Party and give the defaulting Party up to thirty days to cure the default or, if the curative action cannot reasonably be completed within thirty days, the defaulting Party will

commence the curative action within thirty days and thereafter diligently pursue the curative action to completion. This period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting Party due to such default. The non-defaulting Party shall mitigate direct or consequential damages arising from any default to the extent reasonably possible under the circumstances. The Parties agree that they will use their best efforts to resolve any disputes and may engage in non-binding mediation or other alternative dispute resolution methods as recommended by the laws of the State of Texas before initiating any lawsuit to enforce their rights under this Agreement. Nothing in this Agreement shall be construed to limit any Party's right to recover damages or to seek other appropriate curative remedies if a breach of contract action is filed by a non-defaulting Party to this Agreement.

**5.15 Counterparts.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

**5.16 No Waiver of Immunities or Defenses.** Nothing in this Agreement shall be deemed to waive, modify, or amend any immunity or legal defense available at law or in equity to the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party.

**5.17 Authority.** Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

**(SIGNATURES ON THE FOLLOWING PAGES)**

**CITY OF AUSTIN:**

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

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

Approved as to form:

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

**CITY OF ROUND ROCK:**

ATTEST:

\_\_\_\_\_  
Ann Franklin, City Clerk

By: \_\_\_\_\_  
Craig Morgan, Mayor

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

**CITY OF CEDAR PARK:**

ATTEST:

\_\_\_\_\_  
LeAnn Quinn, City Secretary

By: \_\_\_\_\_  
Jim Penniman-Morin, Mayor

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

**CITY OF LEANDER:**

ATTEST:

\_\_\_\_\_  
Dara Crabtree, City Secretary

By:\_\_\_\_\_  
Na’Cole Thompson, Mayor Pro Tem

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

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					
<b>Brushy Creek Interceptor - Upstream Collection System (percent ownership in capacity)</b>							
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%
<b>Brushy Creek Interceptor - Downstream Collection System (percent ownership in capacity)</b>							
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%
<b>Lake Creek Interceptor (percent ownership in capacity) -Austin &amp; Round Rock only</b>							
	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%
<b>Southwest Interceptor (percent ownership in capacity) - Austin &amp; Round Rock only</b>							
	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					
<b>South Interceptor (percent ownership in capacity) -Austin &amp; Round Rock only</b>							
	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%
<b>Treatment Facilities - Percent Ownership or Treatment Capacity Ownership</b>							
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 <b>East Plant</b> Capacity After Expansion 30.00 MGD (lost 1.50 of 21.50 MGD converting "original" plant)							
Total <b>West Plant</b> Capacity 3.00 MGD							
Total <b>Plant</b> Capacity AFTER East Plant Expansion 33.00 MGD							



## **EXHIBIT B**

### **PROJECT COST ALLOCATION PERCENTAGES**

<b>City</b>	<b>Existing Capacity Ownership (gpm)</b>	<b>Additional Capacity Required (gpm)</b>	<b>2040 Flow Projections (gpm)</b>	<b>Cost Allocation based on % of total 2040 projections</b>
<b>Austin</b>	9,493	1,965	11,458	15.79%
<b>Cedar Park</b>	12,039	420	12,458	17.17%
<b>Leander</b>	4,620	5,324	9,944	13.71%
<b>Round Rock</b>	17,116	21,571	38,688	53.33%
<b>Total</b>	<b>43,269</b>	<b>29,280</b>	<b>72,549</b>	<b>100.00%</b>