

**INTERLOCAL AGREEMENT  
REGARDING THE CITY/COUNTY PARTICIPATION IN THE DESIGN AND  
CONSTRUCTION COSTS RELATED TO THE SOUTH BOUND STREET  
CONSTRUCTION PROJECT**

THE STATE OF TEXAS                   §  
   §                   KNOW ALL BY THESE PRESENTS:  
COUNTY OF WILLIAMSON           §

**THIS INTERLOCAL AGREEMENT** (“**Agreement**”) is entered into between the City of Thrall, Texas, a Texas municipal corporation (the “**City**”) and Williamson County, a political subdivision of the State of Texas (the “**County**”). In this Agreement, the City and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

**WHEREAS**, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

**WHEREAS**, the County is and has been in the process of designing the reconstruction of South Bound Street, the approximate location being shown on Exhibit “A”, attached hereto, (the “County Project”); and

**WHEREAS**, the City desires to cooperate with the County to facilitate the construction of the County Project; and

**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.  
PURPOSE**

**1.01 General.** The purpose of this Agreement is to provide consent for the County’s construction of the County Project with the Thrall city limits. The County Project includes pavement stabilization, surface treatment, grading and other activities related to the County Project.

**II.  
CONSTRUCTION OF COUNTY PROJECT**

**2.01 County Obligations.** The County shall be responsible for all costs associated with the preliminary and final design, construction bidding and management, and all other costs related to the construction of the County Project.

**2.04 Permits.** The County shall be responsible for obtaining permits, if any, required for the construction of the Project. Any permits required by the City are hereby waived.

### **III.**

#### **CITY OBLIGATIONS**

**3.01 Permission to Construct.** The City agrees to allow the County to construct the County Project within the City's boundaries. The City further agrees to accept maintenance of the County Project within the City limits.

### **IV.**

#### **GENERAL PROVISIONS**

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

**5.02 Term.** This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project.

**5.03 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.

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

**5.06 Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in as Exhibit "A."

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

**5.08 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.

**5.09 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:

**CITY:**

City of Thrall  
104 S. Main St / Po Box 346  
Thrall, TX 76578

Attn: City Manager ~~Manager~~ Administrator

**COUNTY:**

710 S. Main Street, Georgetown, Texas 78626

Attn: William Gravell, Jr.

Telephone: (512) 943-1550

Facsimile: (512) 943-1662

**5.10 Counterparts; Effect of Partial Execution.** 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.

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

**5.12 Effective Date.** This Agreement is executed to be effective on the date the last Party signs this Agreement.

**5.13 No Joint Venture.** The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

*(SIGNATURES ON FOLLOWING PAGE)*

CITY OF THRALL, TEXAS

By: [Signature]

Name: Troy Marx

Its: Mayor - City of Thrall

ATTEST:

By: [Signature]

September 8, 2021 City Secretary

THE STATE OF TEXAS

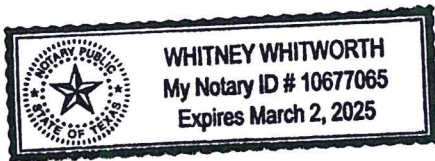
§

§

COUNTY OF WILLIAMSON

§

THIS INSTRUMENT was acknowledged before me on this 8 day of September, 2021, by Troy Marx as Mayor of the City of Thrall, a Texas city, on behalf of said city.



[Signature]  
Notary Public, State of Texas



**WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_  
Bill Gravell, Jr., County Judge

**ATTEST:**

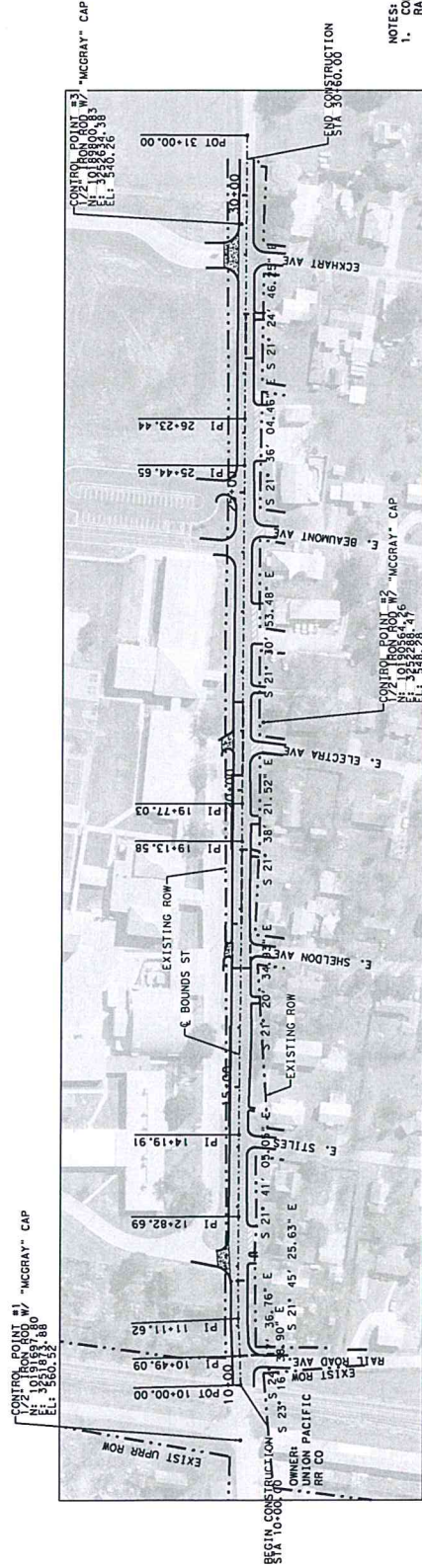
By: \_\_\_\_\_  
Nancy Rister, County Clerk

THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON      §

**THIS INSTRUMENT** was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

\_\_\_\_\_  
Notary Public, State of Texas

**Exhibit “A”**



SCALE (IN FEET):

0 200



**RS&H**®  
RS&H, Inc.  
8240 N. Mopac Expressway, Suite 300  
Austin, Texas 78759  
512-279-5427 FAX 512-459-2233  
Texas Registration No. F-3401

**BOUNDS STREET OVERLAY  
PROJECT LAYOUT**

C 2021		DISTRICT	ROADWAY		SHEET 1 OF 1
155	10th	AUSTIN	BOUNDS STREET		
RG	BL				
15th	Gr	COUNTY	SHEET NO.		
RG	BL	WILLIAMSON		15	

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<* 1 DESCRIBE CHAIN THRALL_CL
Chain THRALL_CL contains:
11 12 13 14 15 16 17 18 19 20
Beginning chain THRALL_CL description
Feature: Road_CenterLine
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Point 11	N	10,191,591.0829 E	3,251,901.3214 S	10-00.00
Course from 11	to 12	S 23° 16' 38-90" E	D188 49,0918	
Point 12	N	10,191,545.9871 E	3,251,920.7217 S	10-48.09
Course from 12	to 13	S 24° 17' 36-76" E	D188 62,5279	
Point 13	N	10,191,488.9960 E	3,251,946.4464 S	11-11.62
Course from 13	to 14	S 21° 45' 25-63" E	D188 171,0679	
Point 14	N	10,191,330.1144 E	3,252,009.8566 S	12-82.69
Course from 14	to 15	S 21° 41' 05-05" E	D188 137,2266	
Point 15	N	10,191,202.5993 E	3,252,060.5617 S	14-19.91
Course from 15	to 16	S 21° 20' 34-93" E	D188 493,6705	
Point 16	N	10,190,742.7856 E	3,252,240.2336 S	19-13.58
Course from 16	to 17	S 21° 38' 21-52" E	D188 63,4410	
Point 17	N	10,190,683.8156 E	3,252,263.6282 S	19-77.03
Course from 17	to 18	S 21° 30' 53-48" E	D188 567,6206	
Point 18	N	10,190,155.7454 E	3,252,471.7988 S	25-44.65
Course from 18	to 19	S 21° 36' 04-46" E	D188 78,7887	
Point 19	N	10,190,082.4902 E	3,252,500.8004 S	26-23.44
Course from 19	to 20	S 21° 24' 46-25" E	D188 476,5579	
Point 20	N	10,189,731.9245 E	3,252,638.2803 S	31-00.00
Ending point THRALL CL description				