

**THIRD AMENDMENT TO
SUBRECIPIENT AGREEMENT
BETWEEN WILLIAMSON COUNTY
AND THE CITY OF THRALL FOR
THE ARPA PROJECT
FUNDING FROM:
THE AMERICAN RESCUE PLAN
ACT (ARPA) (A.L.N. 21.027)**

THIS THIRD AMENDMENT to Subrecipient Agreement is made and entered into by and between Williamson County, Texas (“County”) and the City of Thrall, Texas (“Subrecipient”), both being political subdivision of the State of Texas (collectively referred to as “Parties”).

RECITALS

WHEREAS, the Parties executed that certain agreement entitled Subrecipient Agreement Between Williamson County and The City of Thrall for the ARPA Project [FUNDING FROM: The American Rescue Plan Act (ARPA) (A.L.N. 21.027)] (“Agreement”), which became effective as of January 10, 2023;

WHEREAS, the parties amended the Agreement on two prior occasions on June 6, 2023 and July 25, 2023 to modify the Scope of Services;

Whereas, it has become necessary to amend the Agreement due to an additional change in the scope of the project;

NOW, THEREFORE, premises considered, the Parties agree that the Agreement is amended as follows:

AGREEMENTS

- 1. Article I. General Overview and Water Project Definitions** of the Agreement shall be amended and supplanted, in its entirety, by the following:

The COUNTY has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the SUBRECIPIENT’s efforts to meet the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows:

A construction project to install an additional 12” water line to allow for additional flow and maintaining of pressure within a current transmission line system. This project falls under expenditure category 5.11 Drinking Water: Transmission & Distribution.

Additional Scope of Services is set forth in Appendix A, which is attached hereto and incorporated as if copied in full.

Definitions for water and sewer Expenditure Categories must follow the EPA's handbooks. For "clean water" expenditure category definitions, please see:

<https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf>.

For "drinking water" expenditure category definitions, please see:

<https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports>.

The Program or Project Budget is set forth in Appendix B, which is attached hereto and incorporated as if copied in full.

2. **Appendix A** of the Agreement shall be amended and supplanted, in its entirety, by the Appendix A attached hereto, which is being incorporated herein by reference.
3. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Third Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Third Amendment are the valid, binding, and enforceable obligations of such party.
4. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS

CITY OF THRALL, TEXAS

By: _____

By:  _____

Printed Name: _____

Printed Name: Troy Marx

Title: As Presiding Officer,
Williamson County
Commissioners Court

Title: Mayor

Date: _____, 20____

Date: 2-12, 2024

APPENDIX A

SCOPE OF SERVICES

SUBRECIPIENT has a wholesale potable water supply agreement with the City of Taylor, which has been in effect for over 30 years. The water is transmitted through an existing 8" water line which connects to a wholesale meter circa the intersection of Highway 79 and FM 619 and runs east to connect to the SUBRECIPIENT's existing water plant.

SUBRECIPIENT owns, operates, and maintains this water line and also serves customers along the north side of the Hwy. 79 corridor. SUBRECIPIENT has the Certificate of Convenience and Necessity (CCN) rights to serve retail water customers in this corridor.

Due to increased demand, SUBRECIPIENT has implemented a capital improvement project to install a new 12" water line parallel and adjacent to the existing 8" water line starting at the west side of SUBRECIPIENT's City Limit extending to the wholesale meter connection (the "Project").

The addition of the 12" water line will allow additional flow and maintain pressure within the transmission line system.

The scope of services for the Project to be funded under the Agreement will include the installation of approximately 2,150 linear feet of 12" water line. The 12" water line will connect to the end of the current project funded by the Texas Department of Agriculture (TDA) through the Texas Community Development Grant (TxCDBG) program. The TDA project is in design and anticipated to be completed in Calendar Year 2023. The attached Exhibit shows the approximate location of the proposed new 12" water line.

The Project falls under Expenditure Category 5.11 Drinking water: Transmission & Distribution.

CITY OF THRALL WILLIAMSON COUNTY AMERICAN RESCUE PLAN (ARP) WATER SYSTEM IMPROVEMENTS

0 200 400



LEGEND

- EXISTING GATE VALVE
- EXISTING FIRE HYDRANT
-
- PROPOSED WATER LINE
- PROPOSED WATER LINE
- APPROXIMATE FLOODPLAIN PER
FEMA FIRM MAP PANEL NO.
4849C0575F, EFFECTIVE
12/20/2019
- CITY LIMIT / BENEFICIARY AREA

**WILLIAMSON COUNTY ARP
±2,150 LF PROP. 12" WL**

**TxCDBG 2022 PROJECT
±1,400 LF PROP. 12" WL**

U.S. HIGHWAY 79

UNION PACIFIC RAILROAD

CITY LIMIT

CASTRO STREET

DOUGLAS STREET

TAYLOR STREET

SHELDON AVENUE

LYDIA LANE

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PREPARED: 1-12-2024

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PROJECT NO. 10999

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