

**AMENDMENT NO. 3 TO
SUBRECIPIENT AGREEMENT BETWEEN
WILLIAMSON COUNTY
AND THE LONESTAR REGIONAL WATER AUTHORITY
FOR THE NORTHERN WILLIAMSON COUNTY
WATER SYSTEM IMPROVEMENT PROJECT
FUNDING FROM:
THE AMERICAN RESCUE PLAN ACT (ARPA)
(A.L.N. 21.027)**

This Amendment No. 3 to Subrecipient Agreement Between Williamson County and the Lonestar Regional Water Authority for the Northern Williamson County Water System Improvement Project (“Amendment No. 2”) is made and entered into by and between Williamson County, Texas (“County”) and the Lonestar Regional Water Authority (“Subrecipient”), both being a 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 Lonestar Regional Water Authority for the Northern Williamson County Water System Improvement Project [FUNDING FROM: The American Rescue Plan Act (ARPA) (A.L.N. 21.027)] (“Agreement”), which became effective as of April 11, 2023;

WHEREAS, in 2024, the Parties executed an Amendment to Subrecipient Agreement Between Williamson County and the Lonestar Regional Water Authority for the Northern Williamson County Water System Improvement Project (“Amendment No. 1”) to amend the Agreement due to a modification to the Project’s Scope of Services and Program/Project Budget/Allowable Expenses;

WHEREAS, in August 2025, the Parties executed Amendment No. 2 to Subrecipient Agreement Between Williamson County and the Lonestar Regional Water Authority for the Northern Williamson County Water System Improvement Project (“Amendment No. 2”) to amend the Agreement due to additional modifications to the Project’s Scope of Services and Program/Project Budget/Allowable Expenses;

WHEREAS, it has become necessary to amend the Agreement again to clarify that Subrecipient may use State and Local Fiscal Recovery Funds for payment of engineering and easement costs and that engineering and easement costs are allowable expenses under the Agreement; and

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

AGREEMENTS

1. The County agrees to allow engineering and easement costs incurred by Subrecipient to be reimbursed by State and Local Fiscal Recovery Funds. Appendix B – Program or Project Budget/Allowable Expenses of the Agreement shall be amended to provide that State and Local Fiscal Recovery Funds and Estimated Participant Funds can both be used for payment of all allowable expenses related to Subrecipient's water project. Appendix B – Program or Project Budget/Allowable Expenses of the Agreement is hereby amended and supplanted, in its entirety, by the Appendix B attached hereto, which is being incorporated herein by reference.
2. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment No. 3 and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment No.3 are the valid, binding, and enforceable obligations of such party.
3. 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 Amendment No. 3 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
(County)

LONESTAR REGIONAL WATER
AUTHORITY (Subrecipient)

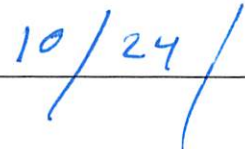
By: _____

By:  _____

Printed
Name _____
Title: As Presiding Officer, Williamson
County Commissioners Court

Printed 
Name _____
Title:  _____

Date: _____, 2025

Date:  _____, 2025

**APPENDIX B - Program or Project Budget/Allowable Expenses
(Revised October 17, 2025)**

| ITEM DESCRIPTION | QUANTIFICATIONS OF FACILITIES | CONSTRUCTION COSTS * | ENGINEERING, EASEMENT AND SITE ACQUISITION COSTS ** | TOTAL PROJECT COSTS | FUNDING CATEGORY *** | BENEFITS |
|---|--|----------------------|--|----------------------|----------------------|---|
| Potable Water Line C (Contract No. 3) | 34,400 L.F. of 16" WL; 450 L.F. of 30" Encasement Pipe Bore at IH 35 | \$ 8,008,865 | Engineering Costs: \$ 1,951,000 Easement and Site Acquisition Costs: \$ 200,000 | \$ 10,159,865 | 5.11 | Allow Potable Water to be delivered to demand centers in the southern part of the Jarrell area. |
| 5 MGD High Service Pump Station (Contract No. 1) | High Service Pump Station and Disinfection Facilities | \$ 5,086,064 | Engineering Costs: \$ 1,334,000 Easement and Site Acquisition Costs: \$ 125,000 | \$ 6,545,064 | 5.11 | Pumping Facilities at a more favorable site to Pressurize Water to match City of Jarrell's 1,065-foot Pressure Plane. |
| TOTAL 5.11 DRINKING WATER: TRANSMISSION & DISTRIBUTION | | | | \$ 16,704,929 | | |
| 0.3 million gallon Ground Storage Tank (Contract No. 2) | Welded Steel Ground Storage Tank | \$ 1,036,890 | Engineering Costs: \$ 270,000 Easement and Site Acquisition Costs: \$ 125,000 | \$ 1,431,890 | 5.14 | Water Storage to hold LSRWA water and future ground water. |
| TOTAL 5.14 DRINKING WATER: STORAGE | | | | \$ 1,431,890 | | |
| TOTAL ESTIMATE OF PROBABLE PROJECT COSTS | | \$ 14,131,819 | \$ 4,005,000 | \$ 18,136,819 | | |
| ARPA FUNDING | | | | \$ 14,000,000 | | |
| ESTIMATED PARTICIPANT FUNDING | | | | \$ 4,136,819 | | |
| TOTAL FUNDING | | | | \$ 18,136,819 | | |

* Based on bids received by Subrecipient.

** Original \$874,000 + Additional \$720,000 (Ground Storage Tank and Pump Station "Design, Construction Administration and Inspection" Engineering Fees for Amendment No. 1) + Additional \$260,000 for ("Design, Construction Administration and Inspection" Engineering Fees for Amendment No. 2 to relocate the Ground Storage Tank and Pump Station to a more favorable site on FM 1105 on the Valenta Tract)

*** Funding category: 5.11 Drinking Water: Transmission & Distribution
5.14 Drinking water: Storage