

PUBLIC NOTICE: RIESEL CITY COUNCIL MEETING ON 7.9.2024

NOTICE IS HEREBY GIVEN that the City Council of the City of Riesel, McLennan County, Texas, will hold a **REGULAR** called meeting on Tuesday, **JULY 9th, 2024 at 6:30 PM** at Riesel City Hall, 104 N Hwy 6, to discuss the following matters:

1. Call to Order; Confirm Quorum; Invocation & Pledge of Allegiance
2. Mayor's Proclamation: Proclaiming July 25, 2024 as Gertrude Kattner Day, in honor of her 100th birthday
3. **Consent Agenda:** Consent Items under item number 5 are considered routine by the City Council and will be enacted on by one motion to approve all items listed below. There will be no separate discussion of these items other than asking simple questions for clarification.
 - a.) Approval of Minutes from Council Meetings on: 6/11/2024 b.) Payment of Bills/Payroll & Monthly Financial Reports
4. **Visitor's Comments:** This is an opportunity for visitors to bring any item to the City Council's attention. Comments limited to 3 minutes per visitor. No deliberation may be held on the matter, except limited to a proposal to put the subject on the agenda for a subsequent meeting.
5. Discussion with STV pertaining to future projects: a Drainage Rehab Project; a comprehensive water and wastewater study/CIP for 2025; a new city hall
6. Discussion and possible action regarding approval of an Encroachment Agreement with Oncor
7. Discussion and action regarding approval of an invoice from STV for Amendment 2 of the RAAR (Riesel Area Arsenic Reduction Project) and for test wells and ROW contractor totaling \$198,189.68. This may be partially reimbursed by the ARPA grant.
8. Discussion and action pertaining to setting a date for a FALL city-wide clean-up date
9. Preliminary Budget Worksheets distributed to Council Members for review before the July 29th Special Meeting. Discuss budget requests from each department, discuss priorities and goals for next year and future projects
10. Monthly Reports Submitted: a. Utility Report b. Police Report c. Secretary's Report
11. Discussion and possible directives to staff for future agenda items, data compilations, research, ordinances, regulations, or policies that the members of the Council desire to be compiled or drafted for review by the Council at a subsequent meeting.
12. Adjournment

I hereby certify that this notice was placed at its present location at least 72 hours prior to the above meeting time.
Posted on Saturday, 7/6/2024 at 4:00 PM

Alisha Flanary

Alisha Flanary, City Secretary

BE IT REMEMBERED that on Tuesday, **JUNE 11, 2024**, the Riesel City Council met in a REGULAR called meeting, at 6:30 p.m. in the Riesel City Hall Meeting Room, at 104 Hwy. 6 North in Riesel, Texas, with notice of said meeting having been posted at least 72 hours in advance in accordance with Section 551, Texas Government Code.

Call to Order: Mayor Jennifer Hogg called the meeting to order at 6:30 PM

Council Members Present: Ralph May, Bobby Dieterich, Bill Barker, Paul Winkler & Debbie Kilgore

Employees Present: Alisha Flanary & Ryan Dieterich

Visitors Present: Michael Baldwin, Linda Hogg, Glen Schraeder, Phyllis Koester, Tom Flanary, Kevin Wunderlich & Robin Winkler

Mayor Hogg led the Pledge of Allegiance and Councilman May gave the invocation.

Consent Items: Paul Winkler made a motion to approve all consent items: minutes from the 5/14/2024 & 6/4/2024 council meetings, payment of bills and payroll and acceptance of monthly financial reports. Debbie Kilgore seconded the motion and it carried unanimously.

Visitor's Comments: none

Power Outages: Michael Baldwin of Oncor was present to discuss power quality & reliability. He stated that this was an eventful year for storms, with record rainfall of 29.34 inches; with 15.2" in May and with 4" in January and April. He said that with the unusual number of severe storms and with high winds gusting up to 80 mph, there were some extended outages. Riesel had an outage of 9 hours & 20 minutes, but Waco saw an outage of more than 54 hours. He brought a list of all the outages for the last 2 years and there were many that were storm related and there were also several due to equipment or SCADA failures. He went on to answer questions about the Riesel "Switch" Station. He stated that the substation between Marlin & Otto had a switch malfunction, and the lead technician was on vacation, which also contributed to the recent outage problem. He spoke about a "storm mode" and about lights blinking quickly 3 times, which is a safety feature for their technicians to test lines. He said that there was a recent inspection of the lines and infrastructure serving the Riesel/Marlin area and they have identified problems, but repairs won't begin until 2025. He then spoke about Oncor's TEXT Alert System and said that the system had failures during that last big storm, and they were not able to relay complete information to customers about the ETOR (Estimated Time of Restoration). Mr. Baldwin left the meeting following his segment and a few minutes later, the power blinked off, for no apparent reason. There were no storms or bad weather anywhere in the area.

Drainage Rehab Project & Water/Wastewater Study: Discussion was to be held pertaining to authorizing city engineers to draft a proposal for a drainage rehab project and a possible Water/Wastewater Comprehensive Study, but engineers were not present at the meeting for discussion. Bobby Dieterich moved to table discussion on these matters. With a second from Paul Winkler, the motion passed unanimously.

Vehicle Policy: Debbie Kilgore made a motion to approve a Vehicle Usage Policy as presented. Ralph May seconded her motion and it passed unanimously.

Fireworks Ordinance: Council Members discussed pros and cons of regulating fireworks in the city limits. With differing opinions on the topic, a motion was made by Bobby Dieterich to table this item. Debbie Kilgore seconded that motion and it passed with four (4) AYES and one (1) NAY, by Ralph May.

Budget Calendar: Secretary Flanary and Council Members discussed a budget calendar for work sessions and special meetings

Monthly Reports were submitted by the Utility Department, Police Department and the Office of City Secretary.

Adjournment: With no further business, Mayor Hogg adjourned the meeting at 8:23 PM

Mayor, Jennifer Hogg

Attest: Alisha Flanary, City Secretary

2:11 PM

07/09/24

Cash Basis

City of Riesel - General
Profit & Loss YTD Comparison
June 1 through July 9, 2024

	Jun 1 - Jul 9, 24	Oct 1, '23 - Jul 9, 24
Ordinary Income/Expense		
Income		
1 - General Government Income		
Franchise Fee		
Electric Companies	0.00	34.55
Gas Companies	0.00	62,819.95
Phone Companies	0.00	1,451.92
Total Franchise Fee	0.00	64,306.42
Interest Income		
2013 I & S	10.97	11.95
Charles Street Improvements	106.02	552.65
General Fund	0.00	82.21
General Fund II	1,140.86	1,140.86
General Fund III	0.00	433.23
General Money Market	2,421.06	13,008.57
Total Interest Income	3,678.91	15,229.47
Miscellaneous Income		
Inspection Permit	863.50	13,394.73
Mowing Grass	-58.99	-58.99
Plat Fee - Ordinance #2002-02	0.00	1,700.00
Restitution Pay	0.00	1,221.00
Sign Lease Agreement	0.00	9,000.00
Total Miscellaneous Income	804.51	25,256.74
Mixed Beverage Tax	375.40	4,487.62
Property Tax Income		
Property Tax Income - General		
2013	0.00	96.67
2014	0.00	98.63
2015	0.00	116.98
2016	0.00	106.20
2017	0.00	174.09
2018	0.00	230.07
2019	0.00	222.42
2020	0.00	208.81
2021	0.00	748.91
2022	333.71	3,836.99
2023	4,178.35	243,524.97
Total Property Tax Income - Gene...	4,512.06	249,364.74
Property Tax Penalty Fee		
2013	0.00	125.68
2014	0.00	116.39
2015	0.00	124.00
2016	0.00	99.83
2017	0.00	141.04
2018	0.00	140.88
2019	0.00	103.16
2020	0.00	76.70
2021	0.00	232.65
2022	101.93	885.91
2023	570.53	1,277.17
Total Property Tax Penalty Fee	672.46	3,323.41
Total Property Tax Income	5,184.52	252,688.15

2:11 PM

07/09/24

Cash Basis

City of Riesel - General
Profit & Loss YTD Comparison
 June 1 through July 9, 2024

	Jun 1 - Jul 9, 24	Oct 1, '23 - Jul 9, 24
Sales Tax		
Gross Collections	8,647.19	83,483.40
Streets Allocation	2,161.80	20,870.86
Total Sales Tax	10,808.99	104,354.26
Total 1 - General Government Income	20,852.33	466,322.66
2 - Law Enforcement Income		
L.E. Income		
Open Records	0.00	30.00
L.E. Income - Other	0.00	802.60
Total L.E. Income	0.00	832.60
Opioid Abatement Fund	0.00	68.25
Total 2 - Law Enforcement Income	0.00	900.85
3 - Court Income		
Child Safety Seat Fee Citations	0.00	1,337.22
Overpayments	-111.99	-5,269.29
Returned Checks	0.00	-967.00
Revenue	44,026.20	501,136.49
Total Citations	43,914.21	494,900.20
Return Check Fee	0.00	-107.59
Security Fee	43.40	427.10
Technology Fee	57.87	569.50
Time Payment Fee	152.93	2,061.16
Total 3 - Court Income	44,168.41	499,187.59
IDA Tax Abatement Sandy Creek	0.00	125,000.00
Police Officer Allocation (i)	0.00	957.14
Total Income	65,020.74	1,092,368.24
Gross Profit	65,020.74	1,092,368.24
Expense		
1 - General Government		
Appraisal Expense	0.00	1,768.98
Audit	0.00	15,000.00
Bank and Credit Card Fees	76.61	719.79
Bond Interest Expense	0.00	1,717.59
City Hall Maintenance & Repair	269.15	3,719.56
City Retirement Contribution		
Alisha	258.36	2,603.32
Cristen	215.34	2,054.76
City Retirement Contribution - Ot...	0.00	-0.03
Total City Retirement Contribution	473.70	4,658.05
Clothing	0.00	642.10
CPA Bookkeeping Services	0.00	18,168.00
Depreciation expense	30,381.96	84,211.28
Dues	0.00	170.00
Election Services & Supplies	0.00	772.14
Emp. Health Insurance		
Special Ins Services	80.70	645.60
TML	1,586.60	18,171.48
Emp. Health Insurance - Other	0.00	-157.12
Total Emp. Health Insurance	1,667.30	18,659.96
Engineer Fees	290.00	4,125.00
Equipment Maintenance		
Backhoe	0.00	518.99

City of Riesel - General
Profit & Loss YTD Comparison
June 1 through July 9, 2024

	Jun 1 - Jul 9, 24	Oct 1, '23 - Jul 9, 24
Lawnmower	111.93	786.65
Tractor	0.00	479.14
Equipment Maintenance - Other	0.00	187.58
Total Equipment Maintenance	111.93	1,972.36
Flagpole on Square	0.00	261.75
House Inspection	0.00	10,887.81
Insurance - Bonds	0.00	638.00
Insurance - Property	0.00	2,333.38
Legal Fees	0.00	6,485.05
Miscellaneous Expense		
Employee & Council Appreciation	0.00	6,322.15
Filing Fee	-611.45	-5,460.53
Memorials	97.39	98.00
Publications	6.25	113.40
Subscription	0.00	72.00
Miscellaneous Expense - Other	0.00	-212.00
Total Miscellaneous Expense	-507.81	933.02
Office Equip. & Maintenance		
Computer	875.21	9,975.08
Office Equip. & Maintenance - Ot...	0.00	690.97
Total Office Equip. & Maintenance	875.21	10,666.05
Office Supplies	605.07	12,272.60
Park Landscaping	600.00	900.00
Park Maintenance	2,102.43	3,440.67
Payroll Taxes	982.32	9,326.27
Phones		
General Gov Cell Phone Alisha	41.83	330.67
Phones - Other	618.24	7,429.16
Total Phones	660.07	7,759.83
Postage	0.00	478.73
Public Health District	0.00	2,668.29
Salaries		
Alisha		
Wages	4,306.08	42,844.22
Total Alisha	4,306.08	42,844.22
Cristen		
Wages	3,588.95	33,820.10
Total Cristen	3,588.95	33,820.10
Total Salaries	7,895.03	76,664.32
Travel / Training / Mileage	0.00	225.00
Utilities		
Electric	396.43	3,901.27
Utilities - Other	0.00	81.39
Total Utilities	396.43	3,982.66
Workers Comp Insurance	0.00	4,887.22
Total 1 - General Government	46,879.40	311,115.46
2 - Law Enforcement		
Community Outreach	1,262.15	1,422.01

2:11 PM

07/09/24

Cash Basis

City of Riesel - General
Profit & Loss YTD Comparison
June 1 through July 9, 2024

	Jun 1 - Jul 9, 24	Oct 1, '23 - Jul 9, 24
L.E. Auto Work		
L.E. Parts	0.00	2,562.35
L.E. Auto Work - Other	0.00	7,262.76
Total L.E. Auto Work	0.00	9,825.11
L.E. Cell Phones		
Matt	0.00	167.40
Walter	0.00	167.40
L.E. Cell Phones - Other	317.32	2,521.57
Total L.E. Cell Phones	317.32	2,856.37
L.E. City Retirement Contribute		
Darryl	0.00	1,905.37
Jared	0.00	1,520.07
Matthew	0.00	2,458.41
Patrick	292.10	779.38
Ryan	327.06	1,416.67
Walter	0.00	1,740.93
Total L.E. City Retirement Contribute	619.16	9,820.83
L.E. Clothing	191.10	3,874.91
L.E. Computer	0.00	2,070.00
L.E. Dispatch - Radio Services	50.00	225.00
L.E. Dog Catching	666.00	5,543.49
L.E. Emp. Health Insurance		
Special Ins Services	40.35	-5,702.82
TML	1,586.60	19,186.02
L.E. Emp. Health Insurance - Other	0.00	-2,395.12
Total L.E. Emp. Health Insurance	1,626.95	11,088.08
L.E. Gas	1,152.07	10,394.97
L.E. Legal Fees	80.00	2,700.00
L.E. Medical	0.00	759.00
L.E. Miscellaneous	0.00	136.49
L.E. New Equipment	0.00	7,927.24
L.E. Office Equipment & Furnitu	0.00	440.00
L.E. Office Supplies	439.05	4,713.61
L.E. Operating Supplies	499.97	7,941.80
L.E. Payroll Taxes	789.43	12,454.24
L.E. Postage	8.68	47.94
L.E. Property Insurance	0.00	3,140.00
L.E. Salaries		
Darryl		
Wages	0.00	32,653.01
Total Darryl	0.00	32,653.01
Jared		
Wages	0.00	24,911.21
Total Jared	0.00	24,911.21
Matthew		
Wages	0.00	40,185.39
Total Matthew	0.00	40,185.39
Patrick		
Wages	0.00	8,121.39
Patrick - Other	4,868.34	4,868.34
Total Patrick	4,868.34	12,989.73

City of Riesel - General
Profit & Loss YTD Comparison
June 1 through July 9, 2024

	Jun 1 - Jul 9, 24	Oct 1, '23 - Jul 9, 24
Ryan		
Wages	5,451.08	23,611.32
Total Ryan	5,451.08	23,611.32
Walter		
Wages	0.00	28,449.89
Total Walter	0.00	28,449.89
Total L.E. Salaries	10,319.42	162,800.55
L.E. Training	0.00	292.00
L.E. Vehicle Repair&Maintenance	0.00	5,127.79
L.E. Worker's Comp Ins	0.00	10,311.48
Total 2 - Law Enforcement	18,021.30	275,912.91
3 - Court		
Court City Retirement Contrib.		
Chelsea	214.01	2,084.10
Total Court City Retirement Contrib.	214.01	2,084.10
Court Contract Labor		
Prosecutor	1,000.00	9,000.00
Total Court Contract Labor	1,000.00	9,000.00
Court Emp. Health Insurance		
Special Ins Services	40.35	322.80
TML	793.30	7,139.70
Total Court Emp. Health Insurance	833.65	7,462.50
Court Office Supplies	330.99	2,687.64
Court Operating Supplies	0.00	3,130.00
Court Payroll Taxes	378.77	3,683.95
Court Postage	0.00	677.47
Court Salaries		
Chelsea	3,566.87	34,310.01
Judge		
Judge	1,384.62	13,846.20
Total Judge	1,384.62	13,846.20
Total Court Salaries	4,951.49	48,156.21
Court Travel/Training/Mileage		
Judge	0.00	250.00
Court Travel/Training/Mileage - Ot...	0.00	293.41
Total Court Travel/Training/Mileage	0.00	543.41
Omnibase	618.00	2,292.00
Security Fee Expense	99.98	471.74
State Court Cost		
Quarterly Court Cost	0.00	162,383.87
Tertiary Care Fund (Seatbelt)	0.00	52.33
Time Payment Expense	0.00	1,656.96
Total State Court Cost	0.00	164,093.16
Technology Fee Expense	1,780.20	2,380.20
Total 3 - Court	10,207.09	246,662.38

City of Riesel - General
Profit & Loss YTD Comparison
June 1 through July 9, 2024

	Jun 1 - Jul 9, 24	Oct 1, '23 - Jul 9, 24
4 - Streets		
Operating Supplies		
Tools	0.00	1,081.20
Operating Supplies - Other	173.32	223.30
Total Operating Supplies	173.32	1,304.50
Street Contract Labor	1,900.00	6,800.00
Street Maintenance		
Culvert	800.00	800.00
Grass	1,000.00	3,000.00
Street & Road Signs	200.88	898.14
Trees	0.00	63.98
Weeds	58.98	236.93
Street Maintenance - Other	-20,627.31	0.00
Total Street Maintenance	-18,567.45	4,999.05
Street Repairs	387.31	33,756.31
Street Retirement Contribution		
Justin	119.11	1,136.62
Randy	171.39	1,736.63
Total Street Retirement Contribution	290.50	2,873.25
Street Salaries		
Jeb		
Wages	203.54	399.93
Total Jeb	203.54	399.93
Justin		
Wages	1,985.15	18,713.24
Total Justin	1,985.15	18,713.24
Randy		
Wages	2,856.53	28,577.03
Total Randy	2,856.53	28,577.03
Total Street Salaries	5,045.22	47,690.20
Utilities (Street Lights)	1,155.11	10,278.85
Total 4 - Streets	-9,615.99	107,702.16
5 - Fire Department		
Exterminator	0.00	90.00
Insurance	0.00	2,560.74
Utilities	101.47	1,664.35
Total 5 - Fire Department	101.47	4,315.09
Community Outreach	331.44	333.50
Park		
Event		
Christmas Parade	0.00	2,463.28
Total Event	0.00	2,463.28
Total Park	0.00	2,463.28
Reconciliation Discrepancies	0.00	-0.04
Total Expense	65,924.71	948,504.74
Net Ordinary Income	-903.97	143,863.50

City of Riesel - General
Profit & Loss YTD Comparison
June 1 through July 9, 2024

	Jun 1 - Jul 9, 24	Oct 1, '23 - Jul 9, 24
Other Income/Expense		
Other Expense		
Payroll Clearing	0.00	0.00
Total Other Expense	0.00	0.00
Net Other Income	0.00	0.00
Net Income	-903.97	143,863.50

2:17 PM

07/09/24

Cash Basis

City of Riesel - Water
Profit & Loss YTD Comparison
October 1, 2023 through July 9, 2024

	Oct 1, '23 - Jul 9, 24	Oct 1, '23 - Jul 9, 24
Ordinary Income/Expense		
Income		
ARPA FUNDS-Arsenic Reduction	25,602.03	25,602.03
Franchise Revenue	0.00	0.00
Hydraulic Study	-546.25	-546.25
Interest Income		
Construction I & S	117.54	117.54
Dividend income	191,432.59	191,432.59
Water \$100,000 CD	3,680.08	3,680.08
Water III Reserve	1,071.54	1,071.54
Water Money Market	8,872.76	8,872.76
Total Interest Income	205,174.51	205,174.51
MS Water Supply	37,777.40	37,777.40
Series 2021 Bond Repayment	33,300.00	33,300.00
Sewer Revenue	3,986.67	3,986.67
Tie In Fees	32,000.00	32,000.00
Trash Revenue		
Trash Revenue - Surcharge	74.06	74.06
Trash Revenue - Other	113,022.99	113,022.99
Total Trash Revenue	113,097.05	113,097.05
Water Revenue		
Refunds	-1,020.04	-1,020.04
Returned Checks	-3,029.21	-3,029.21
Revenue	339,901.14	339,901.14
Water Revenue - Other	480.00	480.00
Total Water Revenue	336,331.89	336,331.89
Total Income	786,723.30	786,723.30
Gross Profit	786,723.30	786,723.30
Expense		
Amortization Expense	24,173.62	24,173.62
Arsenic Proj-Prin Forg S2021	0.00	0.00
Bank Fees	2,650.00	2,650.00
Building Maintenance	0.00	0.00
City Retirement Contribution		
Justin	568.31	568.31
Randy	868.35	868.35
Total City Retirement Contributi...	1,436.66	1,436.66
Clothing	311.73	311.73
Conservation Fee	1,404.36	1,404.36
Depreciation expense	181,539.71	181,539.71
Dues	1,125.00	1,125.00
Emp Health Insurance		
Special Ins Services	7,422.15	7,422.15
Total Emp Health Insurance	7,422.15	7,422.15
Engineer Fees		
Arsenic	0.00	0.00
Engineer Fees - Other	16,139.25	16,139.25
Total Engineer Fees	16,139.25	16,139.25
Generator Insurance	138.15	138.15
Property	3,858.75	3,858.75
Worker's Comp	2,442.16	2,442.16
Total Insurance	6,300.91	6,300.91

City of Riesel - Water
Profit & Loss YTD Comparison
October 1, 2023 through July 9, 2024

	Oct 1, '23 - Jul 9, 24	Oct 1, '23 - Jul 9, 24
Interest		
Interest - Bond Payable	13,642.50	13,642.50
Total Interest	13,642.50	13,642.50
Lab Expense	3,521.90	3,521.90
Legal & Audit Fees		
Legal Fees	3,110.00	3,110.00
Total Legal & Audit Fees	3,110.00	3,110.00
Machinery RRM		
Trailer	0.00	0.00
Machinery RRM - Other	162.86	162.86
Total Machinery RRM	162.86	162.86
Miscellaneous Expense	0.00	0.00
Office Supplies		
Water Office - Office Supplies	835.48	835.48
Office Supplies - Other	985.53	985.53
Total Office Supplies	1,821.01	1,821.01
Operating Supplies	21,331.71	21,331.71
Payroll Taxes	1,825.09	1,825.09
Permit Fee	166.00	166.00
Phones & Pagers		
Cell Phones	753.00	753.00
Total Phones & Pagers	753.00	753.00
Postage	2,441.38	2,441.38
Regulatory Fees	1,234.85	1,234.85
Repairs/Replacement/Maintane...	395.00	395.00
Royalty Fee	1,739.85	1,739.85
Salaries		
Jeb		
Wages	193.18	193.18
Total Jeb	193.18	193.18
Justin		
Wages	9,356.66	9,356.66
Total Justin	9,356.66	9,356.66
Randy		
Wages	14,288.55	14,288.55
Total Randy	14,288.55	14,288.55
Total Salaries	23,838.39	23,838.39
Storage Tank		
Inspection	0.00	0.00
Total Storage Tank	0.00	0.00
Tools	1,206.86	1,206.86
Trash Expense	120,188.35	120,188.35
Travel & Training	213.75	213.75
Truck		
Parts	273.27	273.27
Truck - Other	942.46	942.46
Total Truck	1,215.73	1,215.73
Truck (Gas)	4,597.51	4,597.51

2:17 PM

07/09/24

Cash Basis

City of Riesel - Water
Profit & Loss YTD Comparison
 October 1, 2023 through July 9, 2024

	Oct 1, '23 - Jul 9, 24	Oct 1, '23 - Jul 9, 24
Utilities		
Electric		
Navasota	40,753.51	40,753.51
Electric - Other	3,798.93	3,798.93
Total Electric	44,552.44	44,552.44
Phone	522.05	522.05
Total Utilities	45,074.49	45,074.49
Water Line Replacement	0.00	0.00
Water Meters	3,252.50	3,252.50
Water Purchased		
MS	222.50	222.50
Tri County	4,525.00	4,525.00
Total Water Purchased	4,747.50	4,747.50
Well - RMS	0.00	0.00
Well Maintenance	897.10	897.10
Total Expense	500,018.87	500,018.87
Net Ordinary Income	286,704.43	286,704.43
Other Income/Expense		
Other Expense		
Ask My Accountant	0.00	0.00
Total Other Expense	0.00	0.00
Net Other Income	0.00	0.00
Net Income	286,704.43	286,704.43

2:20 PM

07/09/24

Cash Basis

City of Riesel - Sewer
Profit & Loss YTD Comparison
 June 1 through July 9, 2024

	Jun 1 - Jul ...	Oct 1, '23 - ...
Ordinary Income/Expense		
Income		
Interest Income		
1999 Fund	450.63	1,415.22
Repair & Replacement	57.02	168.29
Reserve Fund	101.52	101.52
Sewer Money Market	597.97	3,137.04
Total Interest Income	1,207.14	4,822.07
Sewer Revenue		
Revenue	10,987.66	102,856.59
Total Sewer Revenue	10,987.66	102,856.59
Tie In Fees	0.00	4,500.00
Total Income	12,194.80	112,178.66
Expense		
Bond Interest Expense	0.00	7,077.50
City Retirement Contribution		
Justin	59.55	568.31
Randy	85.70	868.33
Total City Retirement Contributi...	145.25	1,436.64
CLFRF-Sewer Rehab Proj	0.00	0.00
Depreciation expense	13,781.94	38,395.83
Insurance		
Property	0.00	3,858.75
Worker's Comp.	0.00	2,442.16
Total Insurance	0.00	6,300.91
Irrigation Pond	0.00	227.56
Lab Expense	450.00	3,509.00
Legal Fees	0.00	200.00
Lift Station	99.00	3,577.61
Operating Supplies	774.17	2,060.41
Payroll Taxes	192.97	1,825.12
Regulatory Fees		
Permit Renewal	0.00	1,250.00
Total Regulatory Fees	0.00	1,250.00
Repairs/Replacement/Maintena...	175.00	13,339.91
Salaries		
Jeb		
Wages	101.77	199.97
Total Jeb	101.77	199.97
Justin		
Wages	992.58	9,356.66
Total Justin	992.58	9,356.66
Randy		
Wages	1,428.27	14,288.55
Total Randy	1,428.27	14,288.55
Total Salaries	2,522.62	23,845.18
Sewer Line Replacement	0.00	2,534.00
Sewer Plant Maintenance	223.64	223.64
Tools	0.00	214.99

2:20 PM

07/09/24

Cash Basis

City of Riesel - Sewer
Profit & Loss YTD Comparison
June 1 through July 9, 2024

	<u>Jun 1 - Jul ...</u>	<u>Oct 1, '23 - ...</u>
Utilities		
Electric		
Reliant	923.80	3,244.26
Electric - Other	<u>0.00</u>	<u>8,691.28</u>
Total Electric	923.80	11,935.54
Gas	<u>0.00</u>	<u>532.25</u>
Total Utilities	<u>923.80</u>	<u>12,467.79</u>
Total Expense	<u>19,288.39</u>	<u>118,486.09</u>
Net Ordinary Income	<u>-7,093.59</u>	<u>-6,307.43</u>
Net Income	<u>-7,093.59</u>	<u>-6,307.43</u>

2:12 PM

07/09/24

Cash Basis

City of Riesel - GENERAL FUND Balance Sheet - Bank Accounts

As of July 9, 2024

	Jul 9, 24
ASSETS	
Current Assets	
Checking/Savings	
1a - Unrestricted Cash	
*Checking	-6,431.10
Payroll	98,756.94
Petty Cash	
Court Cash	100.00
General Cash	100.00
Petty Cash - Other	5,000.00
Total Petty Cash	5,200.00
Total 1a - Unrestricted Cash	97,525.84
1b - Restricted Cash	
2013 I & S Fund	22,188.31
POA / Drug Seizure	100.00
Total 1b - Restricted Cash	22,288.31
2a - Unrestricted Investments	
General Fund (sept)	4,559.91
General Fund II (may)	42,626.66
General Fund III (june)	21,275.22
Total 2a - Unrestricted Investments	68,461.79
Charles St Project Fund	129,452.91
General Fund Money Market	
*General Fund	2,259,351.76
City Hall Building	313,188.48
Drug Seizure/POA	4,335.40
Judicial Betterment	8,265.98
Security	141,768.79
Technology	160,765.26
General Fund Money Market - Ot...	-107.59
Total General Fund Money Market	2,887,568.08
Total Checking/Savings	3,205,296.93
Total Current Assets	3,205,296.93
TOTAL ASSETS	3,205,296.93
LIABILITIES & EQUITY	0.00

2:18 PM
07/09/24
Cash Basis

City of Riesel - WATER FUND
Balance Sheet - Bank Accounts

As of July 9, 2024

	Jul 9, 24
ASSETS	
Current Assets	
Checking/Savings	
Construction Fund	
3a - Unrestricted Cash	
Construction Checking 8528	1,981
Total 3a - Unrestricted Cash	1,981
3b - Restricted Cash	
Construction I & S 8536	106
3b - Restricted Cash - Other	29
Total 3b - Restricted Cash	135
Total Construction Fund	2,116
Water Fund	
1a - Unrestricted Cash	
Checking 2002	37,799
Total 1a - Unrestricted Cash	37,799
1b - Restricted Cash	
2021 TWDB Escrow 8600	5,484,350
2021 TWDB Principal for LF 8601	421,007
Water III I&S 4014	57,433
Total 1b - Restricted Cash	5,962,789
2b - Restricted Investments	
Water \$100,000 CD (Sept)	134,955
Water III Reserve Fund	39,295
Total 2b - Restricted Investments	174,251
Water Fund Money Market	
*Water Fund	1,976,796
Contingency	100,000
Line Replacement	170,280
Water Fund Money Market - Oth...	-40,236
Total Water Fund Money Market	2,206,840
Total Water Fund	8,381,679
Total Checking/Savings	8,383,795
Total Current Assets	8,383,795
TOTAL ASSETS	8,383,795
LIABILITIES & EQUITY	0

2:22 PM
07/09/24
Cash Basis

City of Riesel - SEWER FUND
Balance Sheet - Bank Accounts

As of July 9, 2024

	Jul 9, 24
ASSETS	
Current Assets	
Checking/Savings	
1a - Unrestricted Cash	
Checking 6644	12,145.71
Total 1a - Unrestricted Cash	12,145.71
1b - Restricted Cash	
Sewer Jr I&S 0241	29,894.71
Total 1b - Restricted Cash	29,894.71
2b - Restricted Investments	
Sewer 1999 Reserve Bond (sept)	48,770.24
Sewer Repair&Replacement (sept)	6,171.62
Sewer Reserve Bond (jan)	13,812.30
Total 2b - Restricted Investments	68,754.16
Sewer Fund Money Market 1840	
* Sewer Fund	104,199.40
Contingency	75,000.00
Line Replacement	150,872.71
Sewer Fund Money Market 1840 - Ot...	437,885.86
Total Sewer Fund Money Market 1840	767,957.97
Total Checking/Savings	878,752.55
Total Current Assets	878,752.55
TOTAL ASSETS	878,752.55
LIABILITIES & EQUITY	0.00

City of Riesel - General

7/8/2024 9:06 AM

Register: 1a - Unrestricted Cash:*Checking

From 06/01/2024 through 06/30/2024

CHECK REGISTER

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
06/01/2024	21040	Special Insurance Ser...	Accounts Payable	Invoice# C003...	201.75	X		45,185.23
06/13/2024			Ib - Restricted Cash:20...	Charles St Seri...	22,000.00			23,185.23
06/14/2024			-split-	Deposit		X	10,808.99	33,994.22
06/14/2024	eft	United States Treasury	-split-	EFTPS Payme...	4,089.16	X		29,905.06
06/14/2024	21028	Alfred Lehmann Serv...	Accounts Payable	Invoice# 1058	900.00	X		29,005.06
06/14/2024	21029	Ambold's	Accounts Payable	Acct 2790	49.99	X		28,955.07
06/14/2024	21030	Cardinal Tracking, Inc.	Accounts Payable	Invoice# 135865	1,780.20	X		27,174.87
06/14/2024	21031	City of Waco Fiscal ...	Accounts Payable		50.00	X		27,124.87
06/14/2024	21032	Haley & Davis PC	Accounts Payable	Invoice# 2373...	80.00	X		27,044.87
06/14/2024	21033	Kelsey Gibbs	Accounts Payable	Citation# 1958...	50.00			26,994.87
06/14/2024	21034	Lyle Deskin	Accounts Payable	Citation# 24 07...	32.00	X		26,962.87
06/14/2024	21035	Postmaster2	Accounts Payable	Box Rental 249	120.00	X		26,842.87
06/14/2024	21036	Riesel Fuel Service	Accounts Payable	Invoice# 35397	1,198.51			25,644.36
06/14/2024	21037	TXU Energy	Accounts Payable	Invoice# 05200...	3,097.31	X		22,547.05
06/14/2024	21038	Visa - Card Services	Accounts Payable	XXXXXX XXX...	3,816.60	X		18,730.45
06/14/2024	21039	Windstream	Accounts Payable	Acct# 1269993...	500.61	X		18,229.84
06/14/2024	21041	Weldon Webb	Accounts Payable	gravel	387.31			17,842.53
06/21/2024			I - General Governmen...	Deposit		X	375.40	18,217.93
06/21/2024	21042	Aflac	Accounts Payable	Acct# BY511	107.77			18,110.16
06/21/2024	21043	Atwoods Distributing...	Accounts Payable	Invoice# 3562/m	519.97	X		17,590.19
06/21/2024	21044	Bowen Electric	Accounts Payable	Invoice# 709668	777.43	X		16,812.76
06/21/2024	21045	Charles Ingram	Accounts Payable	Citation# 24 06...	18.00			16,794.76
06/21/2024	21046	City of Waco Fiscal ...	Accounts Payable	Invoice# 33162	666.00			16,128.76
06/21/2024	21047	CTWP	Accounts Payable		639.07			15,489.69
06/21/2024	21048	Hornet Signs	Accounts Payable	Invoice# 272857	1,325.00			14,164.69
06/21/2024	21049	Riesel Rustler	Accounts Payable	Invoice# 4085	6.25	X		14,158.44
06/21/2024	21050	Safia Ghazi	Accounts Payable	Citation# 24 07...	2.00			14,156.44
06/21/2024	21051	Stein Lawn & Lands...	Accounts Payable	Invoice# 6275	800.00			13,356.44
06/21/2024	21052	Texas Security Equip...	Accounts Payable		115.99			13,240.45
06/28/2024	eft	United States Treasury	-split-	EFTPS Payme...	4,127.80	X		9,112.65
06/28/2024	21053	Atwoods Distributing...	Accounts Payable	Invoice# 3567/46	117.97			8,994.68
06/28/2024	21054	CP&Y Inc	Accounts Payable	Inv# CIR12400...	290.00			8,704.68
06/28/2024	21055	Dana Fuller	Accounts Payable	Citation# 24 07...	3.00			8,701.68
06/28/2024	21056	Gary Cunha, PC	Accounts Payable	June 2024	1,000.00			7,701.68
06/28/2024	21057	Hogg Aggregate Serv...	Accounts Payable	Invoice# 858	700.00			7,001.68
06/28/2024	21058	HOT Network Consu...	Accounts Payable		875.21			6,126.47
06/28/2024	21059	Landscape Supply	Accounts Payable	Invoice# 124382	111.93			6,014.54
06/28/2024	21060	Shur-Tite	Accounts Payable	Invoice# 123609	200.88			5,813.66
06/28/2024	21061	Thomas Comeaux	Accounts Payable	Citation# 23 02...	6.99			5,806.67
06/28/2024	21062	TML Multistate Inter...	Accounts Payable	Invoice# PRIE...	4,759.80			1,046.87

City of Riesel - General

7/8/2024 9:06 AM

Register: 1a - Unrestricted Cash:*Checking

From 06/01/2024 through 06/30/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
06/30/2024	eft	TMRS	Accounts Payable	Retirement Jun...	3,461.11		-2,414.24

City of Riesel - Water CHECK REGISTER

7/8/2024 9:11 AM

Register: Water Fund:1a - Unrestricted Cash:Checking 2002

From 06/01/2024 through 06/30/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
06/01/2024			Water Fund:1b - Restri...	Water Ckg to ...	3,000.00			111,531.62
06/03/2024			-split-	Deposit		X	1,373.07	112,904.69
06/04/2024			-split-	Deposit		X	4,562.10	117,466.79
06/05/2024			-split-	Deposit		X	5,231.44	122,698.23
06/06/2024			-split-	Deposit		X	1,681.24	124,379.47
06/06/2024			Water Revenue:Return...	nsf check Tobias	177.52	X		124,201.95
06/07/2024			-split-	Deposit		X	2,895.86	127,097.81
06/10/2024			-split-	Deposit		X	2,991.03	130,088.84
06/11/2024			-split-	Deposit		X	1,388.07	131,476.91
06/11/2024			Water Fund:Water Fun...	May Revenue	44,144.78	X		87,332.13
06/11/2024			Due to/from Sewer Fund	Sewer MM-18...	11,507.78	X		75,824.35
06/12/2024			-split-	Deposit		X	17,797.25	93,621.60
06/12/2024			Water Revenue:Return...	returned check ...	1,246.09	X		92,375.51
06/13/2024			-split-	Deposit		X	2,074.03	94,449.54
06/14/2024			-split-	Deposit		X	4,142.50	98,592.04
06/14/2024			-split-	Deposit		X	900.00	99,492.04
06/14/2024	eft	State Treasurer	Accounts Payable	Sales Tax May ...	933.34	X		98,558.70
06/14/2024	17286	Atwoods Distributing...	Accounts Payable	Invoice# 3555/46	123.15	X		98,435.55
06/14/2024	17287	Bio Chem Lab, Inc.	Accounts Payable	Invoice# 15998...	30.00	X		98,405.55
06/14/2024	17288	Cameron Rut	Accounts Payable	503 E Charles ...	224.07	X		98,181.48
06/14/2024	17289	Chase Dieterich	Accounts Payable	118 Markyle D...	95.22	X		98,086.26
06/14/2024	17290	DSHS Central Lab M...	Accounts Payable		75.00	X		98,011.26
06/14/2024	17291	Frontier Waste Soluti...	Accounts Payable	Invoice# 202405	11,944.32	X		86,066.94
06/14/2024	17292	Kara Merritt	Accounts Payable	304 Edwards D...	79.50			85,987.44
06/14/2024	17293	LoneStar Maintenanc...	Accounts Payable	Invoice# 154348	1,956.00	X		84,031.44
06/14/2024	17294	McLennan County G...	Accounts Payable	May 2024	100.95	X		83,930.49
06/14/2024	17295	RVS Software	Accounts Payable	Invoice# 191251	101.01	X		83,829.48
06/17/2024			-split-	Deposit		X	4,276.01	88,105.49
06/18/2024			-split-	Deposit		X	1,898.85	90,004.34
06/19/2024			-split-	Deposit		X	1,119.58	91,123.92
06/20/2024			-split-	Deposit		X	300.00	91,423.92
06/20/2024			-split-	Deposit		X	1,284.15	92,708.07
06/20/2024	cash		Water Revenue:Return...		117.50	X		92,590.57
06/21/2024			-split-	Deposit		X	572.08	93,162.65
06/21/2024	17296	Navasota Valley Elec...	Accounts Payable		4,165.21	X		88,997.44
06/24/2024			-split-	Deposit		X	450.00	89,447.44
06/25/2024			-split-	Deposit		X	515.11	89,962.55
06/26/2024			-split-	Deposit		X	4,600.00	94,562.55
06/26/2024			-split-	Deposit		X	748.65	95,311.20
06/26/2024	eft	United States Postal ...	Accounts Payable	June Water Bill...	251.75	X		95,059.45

Register: Water Fund:1a - Unrestricted Cash:Checking 2002

From 06/01/2024 through 06/30/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
06/28/2024			-split-	Deposit		X	892.00	95,951.45
06/28/2024	17297	Tri-County S.U.D.	Accounts Payable	Acct# 2441	500.00			95,451.45
06/30/2024	eft	State Treasurer	Accounts Payable	Sales Tax June ...	941.82			94,509.63
06/30/2024	PBH063...		Due to/from General F...					94,509.63

City of Riesel - Sewer
CHECK REGISTER

7/8/2024 9:13 AM

Register: 1a - Unrestricted Cash:Checking 6644

From 06/01/2024 through 06/30/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
06/14/2024	8421	Bio Chem Lab	Accounts Payable	Invoice# 12677...	564.00	X		13,712.52
06/14/2024	8422	Metro Plumbing	Accounts Payable	Invoice# 2821	350.00	X		13,362.52
06/14/2024	8423	Reliant Energy	Accounts Payable	Inv# 11501157...	571.21	X		12,791.31
06/21/2024	8424	Atwood Distribution,...	Accounts Payable	Invoice# 3559/m	145.37	X		12,645.94
06/28/2024			Repairs/Replacement/...	Deposit		X	175.00	12,820.94
06/28/2024	8425	Bowen Electric	Accounts Payable	Invoice# 709759	223.64			12,597.30



PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered on _____, by and between CP&Y, Inc. dba STV Infrastructure, a Texas corporation ("STV"), and City of Riesel ("Client"). STV and Client are sometimes referred to individually as a "Party" and together as the "Parties".

Client desires to retain STV to render certain professional services relating to Client's Proposed Drainage Improvements ("Project"). STV is willing to render such services in accordance with the terms and conditions of this Agreement. In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

ARTICLE 1 – SERVICES OF STV

1.1 STV agrees to perform the professional services ("Services") described in detail in Exhibit A ("Scope of Services"), attached and incorporated herein by reference. The schedule for performance of the Services will be as set forth in the Scope of Services.

1.2 If required for the Services, STV will secure and maintain the licenses, professional registrations, permits, and other authorizations necessary for STV to perform the Services. It is expressly understood that Client is responsible for all other permits, licenses, authorizations, and bonds, including related fees and any administrative fees or any taxes, required by any federal, state, or local government law.

1.3 STV will perform the Services in accordance with the level of care, diligence, skill, and judgment that is ordinarily exercised by recognized professionals in its field of expertise with respect to services of a similar nature ("Standard of Care"). Estimates of cost, approvals, recommendations, opinions, and decisions by STV are made on the basis of STV's experience, qualifications and professional judgment and are not to be construed as warranties or guarantees. Consistent with the Standard of Care, the Services will conform to applicable laws, ordinances, codes, rules, regulations, and other legal requirements at the time Services are rendered.

1.4 STV will not be required to sign any documents, no matter by whom requested, that would result in STV having to certify, guaranty, or warrant the existence of conditions whose existence STV cannot ascertain. Any certification provided by STV will be so provided based on STV's knowledge, information, and belief subject to and consistent with the Standard of Care. Client will compensate STV for any work necessary to verify project compliance with regulatory standards for purposes of such certification(s).

1.5 If STV provides opinions of probable construction cost pursuant to this Agreement, such opinions are to be made on the basis of STV's experience and qualifications and, consistent with the Standard of Care, represent STV's judgment as a professional generally familiar with the industry. However, since STV has no control over the cost of labor, materials, equipment, or services furnished by others, or over the methods of determining prices, or over competitive bidding or market conditions, STV cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by STV.



1.6 If applicable to STV's Services, during the construction phase of the Project, STV will not supervise, direct, or have control over a contractor's work, nor will STV have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a contractor, for safety precautions and programs incident to a contractor's work in progress, nor for any failure of contractor to comply with laws and regulations applicable to a contractor's furnishing and performance of the work. STV neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the applicable requirements.

1.7 STV will not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except STV's own employees, and subconsultants) at the Project site or otherwise furnishing or performing any work.

1.8 Immediately upon execution of this Agreement, Client will provide available information to STV regarding the requirements for the Project. STV is entitled to rely on the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client pursuant to this Agreement. When requested by STV, Client will arrange access to and make provisions for STV to enter upon public and private property as required for STV to perform Services under this Agreement.

1.9 Upon the request of STV, Client will designate a representative authorized to act on its behalf with respect to the Project. Client, or such authorized representative, will render decisions in a timely manner pertaining to documents submitted by STV in order to avoid unreasonable delay in the orderly and sequential progress of the Services.

1.10 Client may request changes to the Scope of Services such as additions, deletions, or revisions (in any case, a "Change"). Any Change must be agreed to by the Parties in writing. If STV anticipates that a Change or any other Project event will affect STV's compensation or schedule or will cause STV to perform work outside the Scope of Services ("Additional Services"), STV will notify Client so that an equitable adjustment(s) to compensation and/or schedule be made through a written document reflecting such adjustment(s) and executed by both Parties ("Change Order"). Notwithstanding anything to the contrary, STV is under no obligation to comply with a Change or perform any Additional Services without a Change Order and STV will not be in default for refusal to proceed with a Change or Additional Services.

ARTICLE 2 – COMPENSATION, INVOICING, AND PAYMENT

2.1 Client will pay STV for all Services as set forth in Exhibit A ("Compensation Schedule"). Client is alone responsible for payment to STV under this Agreement and such duty to pay STV will not be subject to any third-party agreement.

2.2 STV will submit invoices for Services rendered, prepared on the basis of STV's monthly progress reports specifying the Services completed during the preceding month. Client will pay STV within thirty (30) days of invoice submission. Time is of the essence in payment of STV's invoices, and timely payment is a material part of the consideration of this Agreement. Unpaid balances are subject to an additional charge of one and three quarters (1.75) percent per month from the date of the invoice.



2.3 STV may, after giving seven (7) days written notice to Client, suspend Services without liability until Client has paid in full all amounts due STV. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for Services is current. If STV is performing services for Client under multiple projects, invoice payments must be kept current on all projects for Services hereunder to continue. Client acknowledges STV's right to suspend Services and withhold plans and documents, as provided above, if payments are not current on all projects. If Services are suspended for thirty (30) days or longer, upon resuming Services, STV will be entitled to expenses incurred in the interruption and resumption of the Services. If Services are suspended for ninety (90) days or longer, STV will be entitled to reimbursement of all expenses incurred during the interruption and resumption of its Services and fees for remaining Services will be equitably adjusted. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for Services rendered, STV will be entitled to full reimbursement of all such costs, including reasonable attorneys' fees and costs.

ARTICLE 3 – SUSPENSION AND TERMINATION

3.1 Suspension. Client may require STV to suspend, delay, or interrupt all or part of the Services called for by this Agreement upon written notice. Upon receipt of such notice, STV will suspend the Services as directed by Client until such time as Client issues written direction to resume the performance of the Services. If Services are suspended for ninety (90) days or longer, STV will be entitled to reimbursement of all expenses incurred as a result of the interruption and resumption of the Services and an equitable adjustment to the compensation for the remaining Services.

3.2 Termination. Either Party may terminate this Agreement in whole or in part for convenience upon thirty (30) days written notice. Either Party may terminate this Agreement upon the other Party's material breach of this Agreement, provided that: (a) the nonbreaching Party sends written notice to the breaching Party describing the breach in reasonable detail; and (b) the breaching Party does not cure the breach within thirty (30) days following its receipt of such written notice.

3.3 In the event of any termination, Client will compensate STV for Services rendered as of the effective date of termination. Termination of this Agreement for any reason whatsoever will not affect any right or obligation of any Party which is accrued or vested prior to such termination, and any provisions of this Agreement relating to any such right or obligation will be deemed to survive the expiration or earlier termination of this Agreement.

ARTICLE 4 – INDEMNITY AND LIABILITY

4.1 Indemnity. To the fullest extent permitted by law, STV and Client agree to indemnify and hold harmless each other and their respective officers and employees from and against all claims, damages, losses, litigation, and expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, or omissions of the indemnifying Party, its employees, or subcontractors.

4.2 Waiver of Consequential Damages. Notwithstanding any other provisions of this Agreement and to the fullest extent permitted by law, each Party will not be liable to the other Party for any incidental, special, indirect, or other consequential damages incurred, regardless of the nature of the fault or whether it was committed by STV or Client, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, liability for loss of use, loss of profits, loss of production, or business interruption, however the same may be caused.



4.3 Limitation of Liability. To the fullest extent permitted by law, Client agrees that STV's total liability to Client and any persons or entities claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project, the Services, or this Agreement from any cause or causes including, without limitation, STV's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract, or breach of warranty will not exceed Fifty Thousand Dollars (\$50,000.00) or STV's compensation hereunder, whichever is greater.

ARTICLE 5 – INSURANCE

5.1 STV will carry the following insurance during the term of this Agreement: (i) Worker's Compensation and Employer's Liability Insurance in compliance with statutory limits; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) combined; (iii) Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit for all motor vehicles owned, rented, or used by STV; and (iv) Comprehensive General Liability, Bodily Injury, and Property Damage Insurance with combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate.

5.2 STV will provide certificates of insurance to Client upon request.

ARTICLE 6 – WORK PRODUCT AND CONFIDENTIALITY

6.1 Ownership of Work Product. All data, calculations, drawings, plans, specifications, designs, models, surveys, maps, reports, studies, analyses, working papers, schedules, estimates, minutes, field notes, manuals, training and presentation materials, electronic files, templates, procedures, scripts, links, source code, software, summaries, and other compilations of information, materials and documents prepared, developed, or accumulated by STV under this Agreement for the Project ("Work Product") are instruments of service with respect to the Project and will be and will remain the property of STV. Subject to the terms and conditions of this Agreement, STV grants Client a royalty-free, non-exclusive license to use the Work Product in connection with the Project. The Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by STV for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to STV; and Client agrees to release, defend, indemnify, and hold harmless STV from all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle STV to additional compensation at rates to be agreed upon by STV and Client or the third person or entity seeking to reuse the Work Product. If any information hereunder is provided in electronic format, Client recognizes that such information recorded on or transmitted as electronic media, including CADD or BIM documents ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alternation. Accordingly, the Electronic Documents are provided to Client for informational purpose only and not as record documents.

6.2 Confidentiality. In connection with the performance of this Agreement, STV and Client may disclose to each other secret or confidential information consisting of unpublished technical or other data in which STV, Client, or other parties have proprietary rights, patentable as well as unpatentable.



All of this information will be considered confidential information of the disclosing Party. The receiving Party will not, except as specifically authorized in writing by the disclosing Party, disclose to any party any technical, confidential, or secret information of whatever kind or nature, so long as, and to the extent that, such information remains unpublished. This obligation will not apply to information which the receiving Party can demonstrate was in the possession or known to it prior to the date of such disclosure as demonstrated by its records. Nor should this obligation apply to information has been properly and lawfully made available to the receiving Party from third parties who are under no obligation to maintain the confidential nature of this information. The receiving Party will make no copies of any prints or other documents supplied by the disclosing Party, unless expressly authorized or directed to do so.

ARTICLE 7 – DISPUTES

7.1 STV and Client agree to negotiate in good faith to resolve any disputes or differences arising under this Agreement. Any dispute that cannot be resolved by negotiation will be submitted to mediation conducted in accordance with the current Construction Rules and Mediation Procedures of the American Arbitration Association or such other form of non-binding Alternative Dispute Resolution (ADR) as the Parties may mutually agree.

7.2 STV and Client agree that, in the event their dispute resolution procedures as described above do not resolve any disagreement among them and any Party elects to institute legal proceedings, the forum for any such action relating to this Agreement will be in the federal or state courts where the Project is located.

7.3 Except to the extent that this Agreement expressly permits a Party to suspend performance, the Parties will each proceed diligently and faithfully with performance of their respective obligations under this Agreement pending a final resolution of a dispute and failure to so proceed will be considered a default under the terms of this Agreement.

ARTICLE 8 – GENERAL

8.1 Independent Contractor. STV is an independent contractor responsible for the means and methods used in performing the Services. STV's employees, agents, and representatives will not be considered under this Agreement or otherwise as having a status as an employee of Client.

8.2 Force Majeure. Neither Party will be responsible for delays attributable to acts of God, acts of third parties, intervention of public authorities, weather, work stoppages, changes in applicable laws or regulations after the date of commencement of performance hereunder, and any other acts or omissions or events which are beyond the reasonable control of a Party. Compensation, costs, schedule commitments, and time for performance will be adjusted for delays caused under this section.

8.3 Notices. For purposes of this Agreement, all notices and other communications provided for herein must be in writing, addressed as provided hereinafter to the party to whom the notice is given, and must be either: (i) delivered personally; (ii) sent by United States certified mail, postage prepaid, return receipt requested; (iii) placed in the custody of a nationally recognized carrier to be delivered overnight; or (iv) delivered via email (provided that the email originates from a valid business email



address registered to the Party giving notice or its representative). Notice is deemed given: (i) upon receipt if delivered personally, (ii) forty-eight (48) hours after deposit if sent by certified mail, (iii) twenty-four (24) hours after deposit if sent overnight by a nationally recognized carrier, or (iv) upon receipt if delivered via email during normal business hours or the following business day if received after business hours. The contact information of the Parties for all purposes under this Agreement and for all notices hereunder will be the information listed on the signature page below.

8.4 Survival of Provisions. Termination of this Agreement for any reason whatsoever will not affect any right or obligation of any party which is accrued or vested prior to such termination, and any provision of this Agreement relating to any such right or obligation will be deemed to survive the termination of this Agreement. The indemnity, limitation of liability, representations, warranties, covenants, guarantees, confidentiality obligations, insurance requirements, and intellectual property rights provisions set forth herein will survive termination or expiration of this Agreement, in addition to any other provisions which by their nature should, or by their express terms do, survive or extend beyond termination or expiration of this Agreement.

8.5 Third Parties. Nothing contained in this Agreement creates a contractual relationship with, or a cause of action in favor of, a third party against either STV or Client. STV's Services under this Agreement are being performed on behalf of and solely for the benefit and exclusive use of Client for the limited purposes of this Agreement, and no person or other entity will have any claim against STV because of this Agreement. In addition, nothing herein will be construed as creating a contractual relationship between Client and any STV employee, representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the Services rendered by STV, Client will only seek recourse against STV and hereby expressly waives any and all right to pursue a claim against STV's individual officers, directors, or employees.

8.6 Controlling Law. This Agreement is to be governed by the laws of the state or jurisdiction in which the Project is located.

8.7 Assignment. This Agreement will bind the partners, heirs, executors, administrators, successors, permitted assigns, and legal representatives of the Parties. Client will not sell, assign, sublet, or otherwise transfer any rights under or interest in this Agreement without the prior written consent of STV. STV reserves the right to assign this Agreement to its affiliates, subsidiaries, or successors as necessary in order to effectively carry out and complete the Services specified by this Agreement.

8.8 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision will be revised to give it the maximum effect allowed by law, or, if a revision is not possible, will be fully severable, and this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect.

8.9 Headings and Construction. All section headings herein are for convenience of reference only and are not part of this Agreement, and no construction or inference will be derived therefrom. Each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits.



8.10 No Waiver. No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver.

8.11 Counterparts. This Agreement may be executed in counter-part originals and/or by electronic means, with each Party cooperating to provide the other with an original executed version.

8.12 Entire Agreement. The exhibit(s) to this Agreement are incorporated by reference into, attached to, and made a part of this Agreement. This Agreement, together with all exhibits attached, constitutes the entire Agreement between the Parties relating to the transaction described herein and supersedes any and all prior oral or written understandings. No amendment or modification to this Agreement will be effective unless it is in writing and signed by authorized representatives of both Parties.

----- *Signature Page Follows* -----



SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have made and executed this Agreement that is effective as of the date first above written.

<p>CP&Y, Inc. dba STV Infrastructure</p> <p>200 W Highway 6, Suite 620 Waco, Texas 76712 Attention: David L. Marek, PE Email: David.Marek@stvinc.com</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>City of Riesel</p> <p>104 N. Memorial Riesel, TX Attention: Email:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
--	---



EXHIBIT A
SCOPE OF SERVICES



200 West State Highway 6, Suite 620
Waco, TX 76712
o. 254.772.9272 | f. 254.776.2924
TBPE F-1741 | TBPLS 10194115
stvinc.com

EXHIBIT A: SCOPE OF SERVICES

STV has prepared this outline of the Scope of Service related to the development of preliminary construction documents (30% Design level) for the City of Riesel Drainage Improvements Project. The Project will consist of analyzing and preparing proposed drainage improvements at six different locations within the City of Riesel, as seen on Attachment A. Included will be the need for any easement acquisition.

TASK A: Topographic/ROW Survey

The topographic survey shall consist of field surveying of the six (6) separate locations as shown on Attachment A. The Scope shall include:

- Natural ground shots on a 25-foot grid, identifying all grade breaks, slopes, channels etc.
- Verifying horizontal and vertical locations of existing visible above-ground utilities with depth measurements and elevations of water, wastewater, storm sewer mains, manhole inverts and rim elevations, water meters and the top nut of water valves.
- One temporary benchmark will be established at each of the six locations near the site with northing and easting coordinates and elevation, each point will be shown on the PDF topo surveys provided in PDF format. In addition, each location will be drafted in Civil 3D creating a topographic map at 1' contours. An XML and CSV file of the point data will be provided upon request.
- Vertical datum will be the North American Datum of 1983 (NAD83) and North American Vertical Datum of 1988 (NAVD88), respectively. We will provide coordinates of all points X, Y (horizontal), to the nearest 0.05 foot and Z (vertical or elevation) to the nearest 0.10 foot for all surfaces.
- 811 Ticket will be called in for each site requesting Level B markings of any existing utilities within the designated areas.

The following assumptions were made when preparing this proposal:

- STV will utilize both GPS and conventional methods to perform survey work.

ADDITIONAL SERVICES NOT INCLUDED WITH THIS PROPOSAL:

- Boundary or ROW determination
- As-built survey
- SUE Levels A-D
- Construction Staking
- Easement Documents

TASK B: Preliminary Construction Documents (30%)

STV will prepare construction documents to a preliminary design or 30% level. The design will include the analysis of existing culverts, development of proposed culverts and drainage channel design. The scope will also include the identification of any necessary drainage easements as well as an Opinion of Probable Construction cost. The findings will be presented to the City of Riesel's City Council.

The drainage improvements will be based on the 10-year storm and will utilize the Rational Method for determination of storm flows.

STV will prepare the following deliverables for the drainage improvements (unsealed):

- Cover Sheet
- Overall Drainage Improvements Plan
- Drainage Plan Enlargements
- Drainage Area Map
- Drainage Runoff Calculations

STV will prepare an Opinion of Probable Construction Cost as well as a memorandum on necessary drainage easements that will need to be acquired. The findings of Task B will be presented to the City Council so that a decision on whether the improvements will be publicly bid or constructed by City Staff.

Project Schedule:

STV will provide the deliverables as shown in the tentative schedule below. This schedule is subject to change as unforeseen circumstances arise.

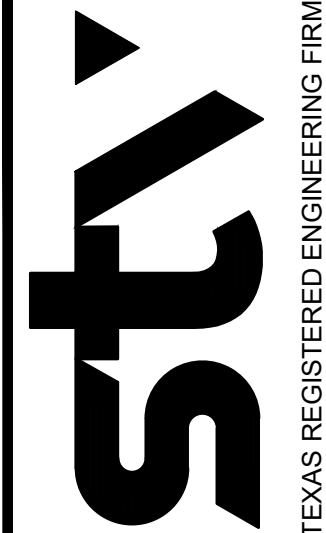
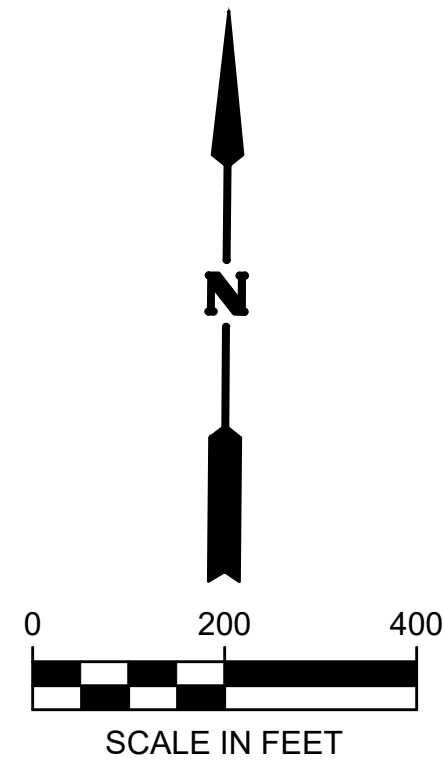


Task	Description	Working Days to Complete
A	Topographic/ROW Survey	40
B	Preliminary Construction Documents (30%)	25

Compensation:

To complete this task, STV will bill the client in accordance with the following fee breakdown:

Task	Description	Fee Type	Fee
A	Topographic/ROW Survey	Lump Sum	\$8,000.00
B	Preliminary Construction Documents (30%)	Lump Sum	\$21,402.00



THIS DOCUMENT IS
RELEASED FOR THE PURPOSE
OF INTERIM REVIEW UNDER
THE AUTHORITY OF
DAVID L. MAREK
#83327
ON THE DATE SHOWN ON THE
DATE STAMP, IT IS NOT TO BE
USED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.

NO.	REVISION	BY	DATE
	VERIFY SCALE BAR LENGTH EQUALS ONE INCH ON ORIGINAL DRAWING. VERIFY LENGTH ON THIS SHEET AND ADJUST SCALE ACCORDINGLY.		

CITY OF RIESEL
DRAINAGE STUDY

STUDY LIMITS

DESIGN: DLM
DRAWN: ECM
REVIEW: DLM
STV: CIRI2400500
CLIENT:

SHEET
ATT. 1A

ENCROACHMENT ON EASEMENT

WHEREAS, **Oncor Electric Delivery Company LLC (“Oncor”)**, is the owner of easements in McLennan County, Texas, which are recorded in Volume 797, Page 610 and Volume 966, Page 480, of the Deed Records of McLennan County, Texas (**“Easement”**); and

WHEREAS, the **City of Riesel (“User”)**, desires permission to construct, operate and maintain a six (6) inch diameter water line crossing and an eight (8) inch diameter sanitary sewer line crossing (**“Encroaching Facility”**) within the area or boundaries of the Easement (**“Easement Area”**).

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Oncor and User do hereby agree as follows:

1. **Location of Encroaching Facility.** User may locate the Encroaching Facility in the Easement Area, but only as described and shown on the attached drawing marked **Exhibit “A”**, incorporated herein. User may not relocate the Encroaching Facility within the Easement Area without the consent and approval of Oncor, which consent and approval shall be at Oncor’s sole discretion. User acknowledges and agrees that Oncor holds easement rights on the Easement Area; therefore, User shall obtain whatever rights and permission, other than Oncor’s, that are necessary.
2. **Restrictions on Use of Easement Area.** User shall use only so much of the Easement Area as may be necessary to construct, maintain, operate and repair the Encroaching Facility. User shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said Encroaching Facility. At the conclusion of any construction, User shall remove all debris and other materials from the Easement Area and restore the Easement Area to the same condition it was in prior to the commencement of User’s construction thereon or in proximity thereto.

User shall not place trash dumpsters, toxic substances or flammable material in the Easement Area. Further, if the Easement Area has transmission or distribution facilities located thereon, User shall not place upon the Easement Area any improvements, including but not limited to, buildings, light standards, fences (excluding barriers installed around transmission towers), shrubs, trees or signs unless approved in advance in writing by Oncor. Additional general construction limitations on encroachments are described and listed in **Exhibit “B”**, attached hereto and by reference made a part hereof.

3. **Maintenance of Encroaching Facility.** User, at User’s sole expense, shall maintain and operate the Encroaching Facility. Oncor will not be responsible for any costs of construction, reconstruction, operation, maintenance or removal of User’s Encroaching Facility. User shall be liable for any and all taxes and fees assessed by cities or other taxing authorities related to User’s Encroaching Facility or User’s other allowed improvements being located on the Easement Area, including, but not limited to, the assessment of any storm water fees.

4. **Risk and Liability.** User assumes all risks and liability resulting or arising from or relating to User's use, the existing condition or location, or existing state of maintenance, repair or operation of the Easement Area. It is further agreed that Oncor shall not be liable for any damage to the Encroaching Facility as a result of Oncor's use or enjoyment of its Easement. Any Oncor property damaged or destroyed by User or its agents, employees, invitees, contractors or subcontractors shall be repaired or replaced by Oncor at User's expense and payment is due upon User's receipt of an invoice from Oncor.

5. **Indemnification.** User, to the extent allowable by law, agrees to defend, indemnify and hold harmless Oncor, its officers, agents and employees, from and against any and all claims, demands, causes of action, loss, damage, liabilities, costs and expenses (including attorney's fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, for personal injury (including death), property damage or other harm for which recovery of damages is sought or suffered by any person or persons that may arise out of, or be occasioned by, the negligence, misconduct or omission of User, its officers, agents, associates, employees, contractors, subcontractors, subconsultants, or any other person entering onto the Easement Area or may arise out of or be occasioned by the use of the Encroaching Facility, except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of Oncor, its officers, agents, or employees or separate contractors, and in the event of joint and concurrent negligence of both Oncor and User, responsibility and indemnity, if any, shall be apportioned comparatively. Nothing contained herein shall ever be construed so as to require User to assess, levy and collect any tax to fund its obligations under this paragraph. Article XI Section 5 of the Texas Constitution provides that a city is prohibited from creating a debt unless the city levies and collects a sufficient tax to pay the interest on the debt and provides a sinking fund. The City of Riesel has not and will not create a sinking fund or collect any tax to pay any obligation created under this section.

6. **High Voltage Restrictions.** Use of draglines or other boom-type equipment in connection with any work to be performed on the Easement Area by User, its employees, agents, invitees, contractors or subcontractors must comply with Chapter 752, Texas Health and Safety Code, the National Electric Safety Code and any other applicable safety or clearance requirements. Notwithstanding anything to the contrary herein, in no event shall any equipment be within fifteen (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000 volt power lines situated on the aforesaid property. User must obtain Oncor's approval and notify the **Region Transmission Department at (214)577-0001**, 48 hours prior to the use of any boom-type equipment on the Easement Area.

7. **Relocation of Facilities.** User shall not place its facility within 25 feet of any pole or tower leg. User agrees that in the event that Oncor determines that User's Facility interferes with Oncor's facilities, User will relocate User's Facility at User's expense. User will be entitled to relocate User's Facility on the encroachment area granted hereunder if reasonably possible without further interference with Oncor's facilities. If User's Facility cannot be relocated on the encroachment area, then, if reasonably possible, Oncor agrees to grant User an encroachment near the encroachment granted hereunder so that User's facility can continue to operate as originally intended.

8. **Default and Termination.** It is understood and agreed that, in case of default by User or its agents in any of the terms and conditions herein stated and such default continues for a period of thirty (30) days after Oncor notifies User of such default in writing, Oncor may at its election forthwith terminate this agreement and upon such termination all of User's rights hereunder shall cease and come to an end. This agreement shall also terminate upon the abandonment of the Encroaching Facility.

This agreement shall extend to and be binding upon User and its successors and assigns, and is not to be interpreted as a waiver of any rights held by Oncor under its Easement.

Executed this _____ day of _____, 2024.

APPROVAL:

Oncor Electric Delivery Company LLC

By: _____

Attorney-In-Fact

STATE OF TEXAS §

§

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as Attorney-In-Fact of **Oncor Electric Delivery Company LLC**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2024.

Notary Public in and for the State of Texas

ACCEPTANCE:

City of Riesel

By: _____

Name: _____

Title: _____

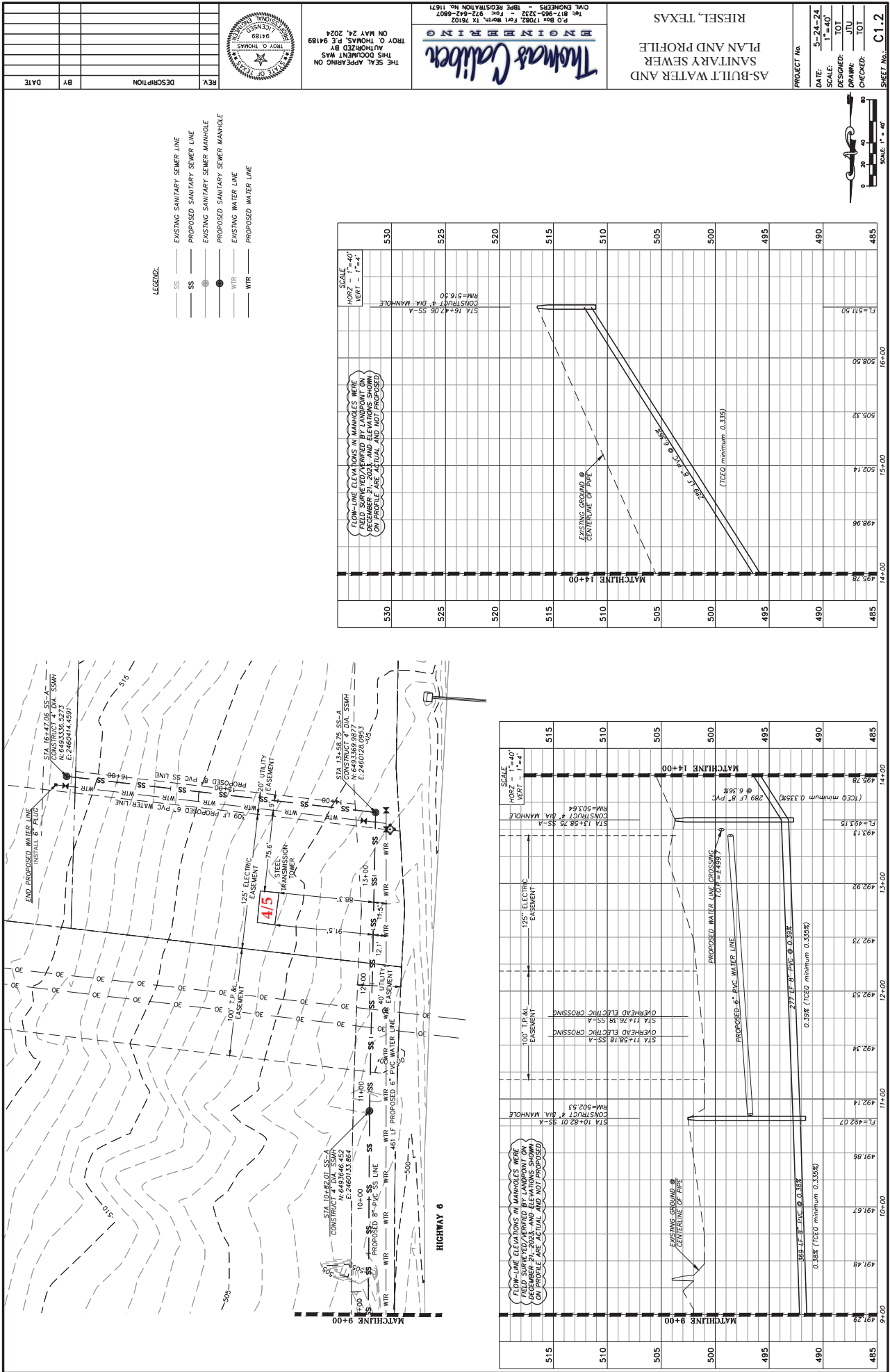
STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as the _____ of the **City of Riesel**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2024.

Notary Public in and for the State of Texas

After Recording, Return To:
Oncor Electric Delivery Company LLC
Right of Way Services
Attn: Laura DeLaPaz
777 Main St, Suite 707
Ft. Worth, Texas 76102



LIMITATIONS ON
Oncor ELECTRIC DELIVERY COMPANY RIGHT OF WAY
EXHIBIT "B"

1. You are notified, and should advise your employees, representatives, agents, and contractors, who enter the property that they will be working in the vicinity of high voltage electrical facilities and should take proper precautions, included but not limited to the following stipulations and in compliance, at all times, with Chapter 752, V.T.C.A., Health & Safety Code.
2. Blasting is not to be permitted on Oncor right-of-way or under Oncor lines.
3. Construction on electric transmission line easements acquired by Oncor after January 1, 2003 shall comply with the requirements of Public Utility Commission Substantive Rules §25.101, as amended from time to time.
4. No crossing less than 45 degrees to the centerline of the right-of-way.
5. Grading will be done in order to leave the right-of-way as near as possible to present condition. Spoil dirt will be removed from the right-of-way and no trash is to be left on right-of-way. Slopes shall be graded so that trucks can go down the right-of-way when required and such that the slopes can be mechanically maintained.
6. Equipment and materials will not be stored on the right-of-way during construction without written approval of the Supervisor of Regional Transmission.
7. Street or road crossings are to be based on drawings submitted. Any change in alignment or elevation will be resubmitted for approval.
8. No signs, lights or guard lights will be permitted on the right-of-way.
9. Power line safety equipment operations: hazard assessment and precautions inside the work zone area must be performed and in compliance with OSHA Standard §1926.1408 at all times. Equipment shall not be placed within fifteen (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000 volt power lines.

10. Any pre-approved fencing will not exceed eight (8) feet in height, and if metal in nature, will be grounded, at ten (10) feet intervals, with an appropriate driven ground. Gates should be at least sixteen (16) feet in width to allow Oncor access to the right-of-way.
11. No dumpsters will be allowed on Oncor right-of-way or fee owned property.
12. Draglines will not be used under the line or on Oncor right-of-way.
13. The existing grade shall not be disturbed, excavated or filled within 25 feet of the nearest edge of any Oncor transmission structure (tower, pole, guy wire, etc...).
14. Right-of-way will be protected from washing and erosion by Oncor approved method before any permits are granted. No discharging of water will be allowed within any portion of the right of way. Drainage facilitation will not be allowed to discharge into/onto Oncor right-of-way.
15. No obstruction shall be installed on the right-of-way that would interfere with access to Oncor structures or prevent mechanical maintenance.
16. Before any work is done under Oncor lines or by Oncor structures notify the Region Transmission Department, (214)577-0001.
17. No hazardous materials will be stored on the right of way.
18. For purposes of this document, "Hazardous Materials" means and includes those substances, including, without limitation, asbestos-containing material containing more than one percent (1%) asbestos by weight, or the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity and includes any items included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law. "Hazardous Material Laws" collectively means and includes any present and future local, state and federal law relating to the environment and environmental conditions including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA"), 42 U.S.C. §§9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Material Transportation Act, 49 U.S.C.

§6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., the Clean Air Act, 42 U.S.C. §741 et seq., the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-330j, and all the regulations, orders, and decrees now or hereafter promulgated thereunder.

19. Brush and cut timber is not to be piled or stacked on Oncor right-of-way nor is it allowed to be burned upon or in close proximity to the conductors or towers.
20. No structures or obstructions, such as buildings, garages, barns, sheds, swimming pools, playground equipment, guard houses, etc., will be permitted on the right-of-way.
21. Landscaping on Oncor right-of-way is permitted when Oncor approves landscaping plans in writing. No lighting or sprinkler systems are allowed on the right-of-way.
22. No park or park designation will be permitted on the right-of-way.
23. Gas Pipeline Protective Barrier; Grantee, at Grantee's sole expense, shall provide one of the following protective barriers; **1)** a concrete protective barrier between the surface and the pipe that is a minimum of one (1) foot thick by one (1) foot wide, if pipe is wider than one (1) foot, then width of pipe, with the top of the concrete barrier to be at least one (1) foot below the surface or final grade, **2)** construct the gas pipeline inside of a proper protective steel casing, **3)** where electric facilities are located above ground, install the pipeline a minimum of ten (10) feet below the ground surface, or **4)** where electric facilities are located below ground, install the pipeline at a depth that provides for a minimum of a ten (10) foot clearance between the pipeline and the underground electric facilities.
24. No fire hydrants or manholes will be permitted within the right-of-way.
25. Any drainage feature that allows water to pond, causes erosion, directs stormwater toward the right-of-way or limits access to or around Oncor's facilities is prohibited. Drainage facilitation will not be allowed to discharge into/onto Oncor right-of-way.
26. No boring pits or other type of pits will be permitted within the right-of-way.