PUBLIC NOTICE:

RIESEL CITY COUNCIL SPECIAL MEETING on 9.29.2026

NOTICE IS HEREBY GIVEN that the City Council of the City of Riesel, McLennan County, Texas, will hold a **SPECIAL** called meeting on **TUESDAY, SEPTEMBER 29, 2026 at 6:30 PM** at Riesel City Hall, 104 N Hwy 6, Riesel, TX 76682 to discuss the following matters:

1. Call to Order; (confirm quorum); Pledge of Allegiance & Invocation

2. **Consent Agenda:** Consent Items are considered routine by the City Council and will be acted upon 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. Any Councilmember may request that an item be removed from the Consent Agenda for separate consideration.

   a. Approval of Minutes from Council Meeting on: 9/15/2026
   b. Payment of Invoices to Haley & Olson for legal services for the Arsenic Mitigation Project: **Invoice #29436**
   c. Payment of Invoices to CAPSTAR ELECTRIC for the Mt Moriah Well Generator Project (partially funded by an ARPA grant from McLennan County) (These pay requests were approved by STV Engineers for work that has been completed and inspected as of 9/9/2026)
      i. INVOICE# 02519701 for $55,020.95
      ii. INVOICE# 02519702 for $9,269.53

3. Adjourn

I hereby certify that this notice was posted at the City Hall bulletin board in accordance with the Texas Open Meetings Act at least 3 days before the scheduled meeting. Posted: Wednesday 9/23/2026 at 3:00 p.m.

Alisha Flanary

Alisha Flanary, City Secretary

BE IT REMEMBERED that on Tuesday, **SEPTEMBER 15, 2026**, the Riesel City Council met in a **REGULAR MEETING,** at 6:30 p.m. in the Riesel City Hall Meeting Room, located at 104 N. Hwy. 6 in Riesel, Texas, with notice of the meeting having been posted in accordance with Chapter 551 of the Texas Government Code.

Call to Order: Mayor Jennifer Hogg called the meeting to order at 6:36 p.m.

Council Members Present: Bobby Dieterich, Paul Winkler, Kevin Wunderlich, Debbie Kilgore, and Glenna Sandhoff

Employees Present: Alisha Flanary & Randy Ehlers
Visitors Present: KayDee Criblear, Kalyn Kirt & Linda Hogg

Jennifer Hogg led the Pledge of Allegiance and gave the invocation.

Consent Items: Debbie Kilgore made a motion to approve the consent agenda consisting of the minutes from 8/18/2026, 8/31/2026 & 9/1/2026; payment of bills and payroll; monthly financial reports; and the following Arsenic Mitigation Project invoices from STV Engineers:

a. INVOICE#D013656.1-34 for $91,970.21
b. INVOICE#D013656.1-35 for $60,455.13
c. INVOICE#D013656.1-36 for $36,331.48
d. INVOICE#D013656.1-37 for $16,357.78

Paul Winkler seconded the motion, and it carried unanimously.

Visitors' Comments: Linda Hogg thanked the city for the drainage work near her home.

EXECUTIVE SESSION: at 6:49 p.m., Council Members convened into a closed meeting pursuant to Section 551.074of the Government Code (V.C.T.A.) for the City Council to deliberate the duties, evaluation, employment, and/or appointment of a public officer or employee: Randy Ehlers, annual evaluation
At 7:36 p.m. Council reconvened into open session, stating that no action was taken during the closed session.
RAISE IN SALARY: Paul Winkler made a motion to increase Randy Ehler's salary by 2.5%, effective on his anniversary date. Debbie Kilgore seconded the motion, and it carried unanimously.

BASF AGREEMENTS: Paul Winkler moved to approve each of the following individual agreements as presented for the acquisition of property and water rights and interests from BASF CORPORATION for the water/arsenic mitigation project:

a. Lease Agreement
b. Memo Agreement of Payment Amounts
c. Permanent Waterline Easement
d. Road Utility Easement
e. Temporary Construction Easement
f. Sanitary Easement #1
g. Sanitary Easement #2
h. Embankment Easement #1
i. Embankment Easement #2

Kevin Wunderlich seconded the motion, which carried unanimously.

AUTHORIZATION OF EXPENDITURES: Debbie Kilgore made a motion to authorize any transfers of funds, expenditures, and related actions necessary to complete the acquisition of property, water rights, and related interests from BASF Corporation for the City's water/arsenic mitigation project, if payment becomes necessary. BASF Corporation is currently considering a potential donation to the City related to the property and water rights; however, the Council authorized the expenditures so that the agreements may proceed without delay should the donation not be approved. Glenna Sandhoff seconded the motion, and it carried unanimously.

ARPA GRANT REIMBURSEMENT: Bobby Dieterich moved to authorize any remaining reimbursement applications, approvals, and other items necessary to meet ARPA requirements for the use of grant funds for the water/arsenic mitigation project. Kevin Wunderlich seconded that motion, and it carried unanimously.

FY 2025-2026 AUDIT: Paul Winkler made a motion to approve an engagement agreement with Paul Christensen & Associates, LLC to conduct the city's statutory annual financial audit for FY ending September 30, 2026. Kevin Wunderlich seconded the motion, and it carried unanimously.

UNOPPOSED ELECTION: Debbie Kilgore made a motion to approve an Order declaring the unopposed candidates for Mayor and two (2) Council Member positions elected to office and cancelling the City of Riesel General Election scheduled for November 3, 2026, pursuant to Sections 2.051–2.053 of the Texas Election Code. Bobby Dieterich seconded the motion, and it carried unanimously.

TOWN HALL DATA CENTER MEETING: Discussion was held regarding the possibility of requesting a town hall meeting with Cipher Digital concerning a potential future data center development in Riesel. The Mayor provided an update regarding her discussions with Lee Bratcher of Cipher Digital. She stated that she had been advised the project is currently on hold due to state audit requirements and that Cipher Digital does not have additional plans or information to present at this time. She further stated that additional information could potentially be available around April.

WATER/SEWER ORDINANCE AMENDMENTS: This item was tabled pending submission of an amended ordinance by the City Attorney for Council consideration and approval.

EVALUATIONS: Council discussed doing employee evaluations jointly on an annual basis. A special called meeting will be held on November 3, 2026 to conduct annual employee evaluations.

HOLIDAYS: Discussion was held regarding holiday events. Christmas Parade shall be held on December 12th at 5:30 p.m. and the annual Employee/Council Appreciation Dinner will be on December 1st with a backup date of December 2nd, pending on employee and council availability. Location to be determined.

Monthly Reports: Monthly reports were submitted by Department Heads Randy Ehlers, Ryan Dieterich, and Alisha Flanary.

Adjournment: There being no further business, Mayor Hogg adjourned the meeting at 8:43 p.m.

Jennifer Hogg, Mayor	Attest: Alisha Flanary, City Secretary

HALEY OLSON

ATTORNEYS AT LAW

PO Box 21147
Waco, TX 76702
254-776-3336
254-776-6823
accounting@haleyolson.com
www.haleyolson.com
74-2129372

CONFIDENTIAL

Alisha Flanary
CITY OF RIESEL
citysecretary@cityofriesel.org

September 21, 2026

Account No: 00861.02240

Invoice No: 29436

RE : ARPA Property Acquisition

DETAIL OF SERVICES RENDERED:

08/13/2026	MWD	Correspondence with Matthew English (multiple). Attempt to determine blending ratio; correspondence to Engineer regarding line depth; prepare for Teams meeting. Teams meeting with BASF.	2.00	$450.00
08/14/2026	MWD	Work on negotiating Lease and revisions, correspondence to Matthew English with Redlined Lease. Work on review of proposed changes to other documents. Multiple correspondence to Engineer regarding technical questions from BASF. Request information from Engineer. Receive, review, and transmit information from engineer. Prepare for BASF meeting. Meeting with BASF. Correspondence from Matthew English. Follow-up correspondence. Work on various issues.	3.50	$787.50
08/17/2026	MWD	Correspondence with Matthew English. TCW Alisha regarding insurance requirements. Correspondence to Alisha. Work on finalizing waterline easement. Work on finalizing road & utility easement. Finalize other document except for lease + transmit to BASF. Multiple correspondence with Matthew English.	4.00	$900.00
08/18/2026	MWD	Correspondence with City Engineer. Correspondence with City Secretary. Work on negotiation with BASF, including insurance clauses, price insurance, correspondence with Matthew English regarding City's inability to provide required coverages, work with BASF on possible alternatives, draft insurance language, correspondence to Matthew English (multiple). Correspondence with City Secretary.	3.00	$675.00
08/19/2026	MWD	TCW City Secretary on various items.	0.30	$67.50
08/20/2026	MWD	Correspondence from + to City Secretary.	0.30	$67.50
08/21/2026	MWD	TCW City Secretary regarding status of acquisition. TCW City Secretary regarding timing + agenda. Multiple correspondence with Matthew English. Prepare presumptive find of Lease and transmit to Matthew English. TCW Matthew English regarding water rate; correspondence + TCW City	4.00	$900.00

		Secretary; correspondence to City Engineer; work on water rate matters.		
08/25/2026	MWD	Correspondence to Matthew English with BASF regarding various matters to close out acquisition.	0.50	$112.50
09/01/2026	MWD	Multiple correspondence with M. English of BASF; correspondence with City Secretary and City Engineer. TCW M. English regarding negotiations on acquisition; TCW City Secretary.	1.50	$337.50
09/02/2026	MWD	TCW City Secretary. Correspondence to City Engineer + City Secretary. Correspondence with City Engineer regarding timing for remainder of plans. Correspondence with City Engineer regarding status of surveyor notes. Correspondence with City Engineer regarding plan status. Prepare agenda items and transmit to City Secretary. Correspondence with BASF.	1.50	$337.50
09/08/2026	MWD	Correspondence with County regarding various issues including reimbursement for lease. Revise MDA with BASF.	1.00	$225.00
09/11/2026	MWD	Correspondence with Dustin at County.	0.30	$67.50
09/14/2026	MWD	Get updated legal descriptions and add them to the documents, including corrections to the documents to address new descriptions.	2.00	$450.00
09/15/2026	MWD	Review revised documents. Prepare correspondence to Matthew English. Transmit documents + correspondence to Matthew English of BASF. TCW City Secretary + correspondence from City Secretary. Transmit finals of documents to City Secretary. Multiple TCW City Secretary. Correspondence with Matthew English. TCW Matthew English, TCW City Secretary. Revise and send lease, TCW City Secretary.	3.20	$720.00
09/16/2026	MWD	Correspondence with M. English of BASF regarding Lease Agreement. Correspondence with M. English regarding payment instructions. TCW City Secretary. Correspondence with M. English (multiple). Revise Lease. Address MOA separation of amounts. TCW City Secretary.	3.00	$675.00
09/18/2026	MWD	Check on status of deal with BASF. Correspondence with M. English. Correspondence with City Secretary.	0.50	$112.50
		Total Services:	**30.60**	**$6,885.00**

RECAP:

Name	Hours	Rate	Amount
Mike Dixon	30.60	$225.00	$6,885.00

CURRENT CHARGES DUE	**$6,885.00**
Trust Replenishment Required for CITY OF RIESEL - ARPA Property Acquisition - 00861.02240	$5,000.00
TOTAL AMOUNT DUE	**$11,885.00**

Please indicate your Account Number as seen on the top of your statement on your check or any remittance details.
For electronic payment options, please contact us at accounting@haleyolson.com.

200 West State Highway 6, Suite 620
Waco, TX 76712
o. 254.772.9272 | f: 254.776.2924
TBPE F-204 | TBPLS 10194944
stvinc.com

September 16, 2026

City of Riesel
104 N. Hwy 6
Riesel, Texas 76682

Re: City of Riesel RMS Plant Standby Generator – Recommendation for Payment, Pay Request #1

Dear Alisha:

We have completed a review of the submitted Application for Payment #1 by CapStar Construction, LLC dba CapStar Electric. During the months of June and July, the contractor has completed the mobilization, purchasing of materials, and labor to prepare for the installation of the Generator. Based on our review, we recommend payment in the amount of $55,020.95.

Sincerely,

Swaroop Puchalapalli, PE
Vice President / Principal / National Director
STV Incorporated

Attachment: Pay Application #1

Cc: Terry Winn, STV
Jennifer Boen, STV
File – CIRI2400336

To(OWNER):	CITY OF RIESEL 104 N. MEMORIAL ST. RIESEL, TX 76682
From:	CapStar Electric 3871 E. University, Ave. Suite 101 Georgetown, TX 78626

Project: RMS PLANT STANDBY GENERATOR
3147 Mt. Moriah Rd
RIESEL, TX 76682

Via(Architect):

Application No: 1
Invoice No: 02519701
Period To: 7/31/2026

Architect's
Project No: 25197
Invoice Date: 7/9/2026
Contract Date: 12/10/2025

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

1.	ORIGINAL CONTRACT SUM.......$	244,000.00
2.	Net change by Change Orders.......$	0.00
3.	CONTRACT SUM TO DATE(Line 1 +/- 2).......$	244,000.00
4.	TOTAL COMPLETED & STORED TO DATE.......$	57,916.80
5.	RETAINAGE.......$	2,895.85
6.	TOTAL EARNED LESS RETAINAGE.......$ (Line 4 less Line 5)	55,020.95
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT.......$ (Line 6 from prior Certificate)	0.00
8.	SALES TAX.......$	0.00
9.	CURRENT PAYMENT DUE.......$	55,020.95
10.	BALANCE TO FINISH, PLUS RETAINAGE.......$ (Line 3 less Line 6)	188,979.05

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
001	Mobilization & Insurance 5%	12,200.00	0.00	12,200.00	0.00	12,200.00	100	0.00	610.00
002	Branch Rough In Material	950.00	0.00	0.00	0.00	0.00	0	950.00	0.00
003	Branch Rough In Labor	750.00	0.00	0.00	0.00	0.00	0	750.00	0.00
004	Branch Conductor Material	648.00	0.00	0.00	0.00	0.00	0	648.00	0.00
005	Branch Conductor Labor	488.00	0.00	0.00	0.00	0.00	0	488.00	0.00
006	Feeder Pathway Material	8,962.00	0.00	2,240.50	0.00	2,240.50	25	6,721.50	112.03
007	Feeder Pathway Labor	1,150.00	0.00	0.00	0.00	0.00	0	1,150.00	0.00
008	Feeder Conductor Material	1,564.00	0.00	0.00	0.00	0.00	0	1,564.00	0.00
009	Feeder Conductor Labor	1,084.00	0.00	0.00	0.00	0.00	0	1,084.00	0.00
010	Distribution Material	2,598.00	0.00	0.00	0.00	0.00	0	2,598.00	0.00
011	Distribution Labor	960.00	0.00	0.00	0.00	0.00	0	960.00	0.00
012	Underground Material	15,866.00	0.00	5,553.10	0.00	5,553.10	35	10,312.90	277.66
013	Underground Labor	13,644.00	0.00	4,093.20	0.00	4,093.20	30	9,550.80	204.66
014	Generator Foundation	18,850.00	0.00	0.00	0.00	0.00	0	18,850.00	0.00
015	Generator & ATS	148,276.00	0.00	0.00	33,830.00	33,830.00	23	114,446.00	1,691.50
016	Generator Installed	15,260.00	0.00	0.00	0.00	0.00	0	15,260.00	0.00
017	Demolition	750.00	0.00	0.00	0.00	0.00	0	750.00	0.00
	Totals	244,000.00	0.00	24,086.80	33,830.00	57,916.80	24	186,083.20	2,895.85

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project City of Riesel Generator

Job No. 25197

On receipt by the signer of this document of a check from City of Riesel (maker of check) in the sum of $55,020.95 payable to Capstar Electric (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of San Riesel (owner) located at 104 N Hwy 6, Riesel, TX 76682 (location) to the following extent: Electrical Underground (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to City of Riesel (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 7/9/26

Capstar Electric (Company name)

By ______________________ (Signature)

Managing Member (Title)

STATE OF TEXAS §
§
COUNTY OF Bell §

This instrument was acknowledged before me on this 9th day of July, 20 26, by George Picken (name), Managing Member (job title) of Capstar Electric (company name).

ANN M. HENRY
My Notary ID # 126036975
Expires December 8, 2028

Ann M Henry
NOTARY PUBLIC, STATE OF TEXAS

Job Invoice

Remit to:
Loftin Equipment Co.
P.O. Box 641055
Dallas, TX 75264-1055

LOFTIN

Invoice No.	INV0533826-01
Document Date	May 27, 2026

Bill To

Capstar Construction LLC dba Capstar Electric
3871 E University Ave Ste 101
Georgetown, TX 78626-2633

Project No.	Salesperson	PO No	Customer No	Payment Terms	Due Date
J02174	Jonathan Proctor	15558	C1001204	Net 30 Secured Lien/Bond Rights	June 26, 2026

Job Information

City of Riesel   Ronnie Stark   104 Church St   Riesel, TX 76682-2912

Description	Amount
1 - ASCO ATS - H07AUSA30800N5XM, S/N 2962014	33,830.00

RECEIVED
MAY 27 2026
By AH

Subtotal	33,830.00
Total Tax	0.00
Total $ Incl. Tax	33,830.00

NTERED

Please ensure that retention is not withheld from this invoice. Retention amounts are invoiced separately at the completion of the project, coinciding with the generator startup. All progress payments, excluding the final retention invoice, must be settled in full prior to scheduling the startup of the generator. Any deviations from this policy must be pre-approved and documented in writing.

Payments with a credit card for invoices greater than $1000 will be charged a 3% convenience fee. Please pay from this invoice. Finance charges of 18% per annum will accrue on all past due amounts. The right of lien remains the privilege of the seller. Purchaser agrees to pay all costs incurred collecting any amounts due. All returns and cancellations are subject to a charge. No refund/return on special order.

Notice: A COI for Stored Materials must also be submitted for the total amount listed in your Subcontract or Material Agreement and must include the location of your stored materials.

AFFIDAVIT AND BILL OF SALE FOR STORED MATERIALS

25197 City of Riesel Generator *(the "Project")*

KNOW ALL PERSONS BY THESE PRESENTS THAT:

For and in consideration of the sum of Thirty two thousand one hundred thirty eight & 50/100's Dollars ($ 32,138.50), which is net of retainage in the amount of One thousand six hundred ninety one & 50/100's Dollars ($ 1,691.50) and other good and valuable consideration, the sufficiency of which is hereby acknowledged CapStar Electric ("**Seller**") bargains and sells unto ("**Purchaser**") the materials and equipment (the "**Property**") listed on attached document labeled **Exhibit A**, stored at the locations listed beside each item included thereon.

Seller delivers this Affidavit and Bill of Sale for Stored Materials (this "Affidavit") in connection with that certain Owner-Contractor Agreement by and between Purchaser, as Contractor, and City of Riesel, as Owner, related to the construction of the Project. Seller entered into a Subcontract Agreement or Material Agreements with the Contractor (the "Agreement") to provide, among other things, the Property to the Project.

In consideration of the foregoing and the covenants herein contained, Seller covenants, agrees, warrants, represents, and certifies as follows:

1. Seller does hereby covenant and warrant to Purchaser that Seller has fully paid for and is the lawful owner of the Property; that the Property is free from all liens and claims whatsoever; that Seller has good right and title to sell the same; and Seller will warrant and defend same against the claims and demands of all persons.

2. Seller will provide safe and proper storage of the Property and will cause to be placed conspicuously and securely on the Property a sign or signs which show the Property is owned solely by Purchaser.

3. The Property shall be held at Seller's risk, and shall be kept insured against fire, theft, and all other hazards by Seller at Seller's expense while in Seller's custody or control in an amount equal to the replacement costs thereof, with loss payable to Purchaser. Copies of the policies and endorsements for such insurance have been furnished to Purchaser.

4. Purchaser shall have the right to inspect the Property at any time during normal business hours at the storage facilities of Seller. The failure to inspect shall not be deemed a waiver of any of the rights of Purchaser. If the Property is found to be defective, in material or workmanship, or is stolen or lost, in whole or in part, Seller shall promptly replace the same at Seller's sole cost, and in all events in accordance with the scheduling requirements of Purchaser.

5. The Property shall be subject to removal by Purchaser, at any time, upon Purchaser's instruction.

6. This Affidavit has been prepared, is being executed and delivered, and is intended to be performed in the State of Texas, and the substantive laws of such state shall govern the validity, construction, enforcement, and interpretation of this Affidavit. Venue of any case or controversy arising under or pursuant to this Affidavit shall lie in Travis County, Texas and is otherwise subject to the terms of the Agreement.

7. In the event that either party brings suit for the breach of any covenant, condition or agreement contained herein, the prevailing party shall be entitled to recover all reasonable attorneys' fees and expenses in connection therewith.

8. In the event Seller shall default hereunder, Purchaser may (i) enforce specific performance of this Affidavit against Seller, and (ii) seek such other relief or damages as may be available at law or in equity.

EXECUTED this 9th day of July 20 26.

SELLER:

CapStar Electric

By: [signature]

Title: Managing Member

SUBSCRIBED AND SWORN TO before me by the said George Picken (Name) Managing Member (Title) of CapStar Electric (Company), this 9th day of July, 20 26, to certify which witness my hand and seal of office.

Ann M Henry

Notary Public ☆ State of Texas

ANN M. HENRY
My Notary ID # 126036975
Expires December 8, 2028

EXHIBIT A

Location of Stored Materials: Loftin Equipment Company
5204 Bear Creek Court
Irving, TX 75061

Total # of pages (photos, COI, etc.) attached: 2


ACF

Client#: 1174266 LOFTIEQU1

ACORD™ **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 5/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
2375 E. Camelback Rd, Suite 740
Phoenix, AZ 85016

CONTACT NAME: Luke Machado
PHONE (A/C, No, Ext): 602-374-1328 FAX (A/C, No):
E-MAIL ADDRESS: luke.machado@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co of Pitts, PA	19445
INSURER B : Federal Insurance Company	20281
INSURER C : Great American E & S Insurance Company	37532
INSURER D : Ascot Insurance Company	23752
INSURER E : Aspen Specialty Insurance Company	10717
INSURER F :	

INSURED
Loftin Equipment Company
1220 N 52nd St
Phoenix, AZ 85008-3454

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR	X	X	9969489	06/01/26	06/01/27	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY; X PRO-JECT; LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	7107908	06/01/2026	06/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Incld Hired & Non-Owned							$
B	UMBRELLA LIAB; X OCCUR	X	X	56746036	06/01/2026	06/01/2027	EACH OCCURRENCE	$6,000,000
	X EXCESS LIAB; CLAIMS-MADE						AGGREGATE	$6,000,000
	DED; RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	13188323	06/01/2026	06/01/2027	X PER STATUTE; OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		(All States)			E.L. EACH ACCIDENT	$2,000,000
	(Mandatory in NH)			13188326			E.L. DISEASE - EA EMPLOYEE	$2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			(CA)			E.L. DISEASE - POLICY LIMIT	$2,000,000
C	Professional Liab			TER5780279	06/01/2026	06/01/2027	* See Description	
D	Installation Fltr			IMMA251000212602	06/01/2025	06/01/2026	****See Description	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*Insurer C: Professional Liability - Policy TER5780279 Effective 06/01/2026 to 06/01/2027
$1,000,000 Per Claim; $1,000,000 Aggregate; $50,000 Retention; Retro Date: 05/01/2008

**Insurer E: Pollution Liability - Policy ER00WAU25 Effective 06/01/2026 to 06/01/2027
$6,000,000 Each Occurrence; $6,000,000 Aggregate; $25,000 Retention; Retro Date: 06/09/2008
(See Attached Descriptions)

CERTIFICATE HOLDER

Capstar Construction LLC
3871 E University Ave., Ste. 101
Georgetown, TX 78626-2633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DESCRIPTIONS (Continued from Page 1)

******Insurer D: Property/Inland Marine - Policy IMMA251000212602 Effective 06/01/2025 - 06/01/2026 | Installation floater-temporary location-transit $2,000,000 limit each; $10,000 Deductible**

The General Liability, Automobile Liability and Umbrella/Excess Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regards to work performed on behalf of the named insured.

The General Liability, Automobile Liability and Umbrella/Excess Liability policies contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract.

The General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation policies provide a Waiver of Subrogation when required by written contract.

The General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation policies includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

Aggregate limits apply per project.

RE: Customer No. C1001204, Job Name: City of Riesel, Jobsite Name: City of Riesel, 104 Church St.,Riesel, TX 76682.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2025

forms a part of Policy No. 710-79-08

issued to LOFTIN EQUIPMENT COMPANY

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

200 West State Highway 6, Suite 620
Waco, TX 76712
o. 254.772.9272 | f: 254.776.2924
TBPE F-204 | TBPLS 10194944
stvinc.com

September 23, 2026

City of Riesel
104 N. Hwy 6
Riesel, Texas 76682

Re: City of Riesel RMS Plant Standby Generator – Recommendation for Payment, Pay Request #2

Dear Alisha:

We have completed a review of the submitted Application for Payment #2 by CapStar Construction, LLC dba CapStar Electric. During the months of August, the contractor has continued working on underground activities, including material and labor to prepare for the installation of the Generator. Based on our review, we recommend payment in the amount of $9,269.53.

Sincerely,

Swaroop Puchalapalli, PE
Vice President / Principal / National Director
STV Incorporated

Attachment: Pay Application #2

Cc: Terry Winn, STV
Jennifer Boen, STV
File – CIRI2400336

To(OWNER):	CITY OF RIESEL 104 N. MEMORIAL ST. RIESEL, TX 76682	Project:	RMS PLANT STANDBY GENERATOR 3147 Mt. Moriah Rd RIESEL, TX 76682	Application No: Invoice No: Period To:	2 02519702 9/30/2026
From:	CapStar Electric 3871 E. University, Ave. Suite 101 Georgetown, TX 78626	Via(Architect):		Architect's Project No: Invoice Date: Contract Date:	 25197 9/9/2026 12/10/2025

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

1.	ORIGINAL CONTRACT SUM	$	244,000.00
2.	Net change by Change Orders	$	0.00
3.	CONTRACT SUM TO DATE(Line 1 +/- 2)	$	244,000.00
4.	TOTAL COMPLETED & STORED TO DATE	$	67,674.20
5.	RETAINAGE	$	3,383.72
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	$	64,290.48
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	55,020.95
8.	SALES TAX	$	0.00
9.	CURRENT PAYMENT DUE	$	9,269.53
10.	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$	179,709.52

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
001	Mobilization & Insurance 5%	12,200.00	12,200.00	0.00	0.00	12,200.00	100	0.00	610.00
002	Branch Rough In Material	950.00	0.00	0.00	0.00	0.00	0	950.00	0.00
003	Branch Rough In Labor	750.00	0.00	0.00	0.00	0.00	0	750.00	0.00
004	Branch Conductor Material	648.00	0.00	0.00	0.00	0.00	0	648.00	0.00
005	Branch Conductor Labor	488.00	0.00	0.00	0.00	0.00	0	488.00	0.00
006	Feeder Pathway Material	8,962.00	2,240.50	0.00	0.00	2,240.50	25	6,721.50	112.03
007	Feeder Pathway Labor	1,150.00	0.00	0.00	0.00	0.00	0	1,150.00	0.00
008	Feeder Conductor Material	1,564.00	0.00	0.00	0.00	0.00	0	1,564.00	0.00
009	Feeder Conductor Labor	1,084.00	0.00	0.00	0.00	0.00	0	1,084.00	0.00
010	Distribution Material	2,598.00	0.00	0.00	0.00	0.00	0	2,598.00	0.00
011	Distribution Labor	960.00	0.00	0.00	0.00	0.00	0	960.00	0.00
012	Underground Material	15,866.00	5,553.10	6,346.40	0.00	11,899.50	75	3,966.50	594.98
013	Underground Labor	13,644.00	4,093.20	3,411.00	0.00	7,504.20	55	6,139.80	375.21
014	Generator Foundation	18,850.00	0.00	0.00	0.00	0.00	0	18,850.00	0.00
015	Generator & ATS	148,276.00	33,830.00	0.00	0.00	33,830.00	23	114,446.00	1,691.50
016	Generator Installed	15,260.00	0.00	0.00	0.00	0.00	0	15,260.00	0.00
017	Demolition	750.00	0.00	0.00	0.00	0.00	0	750.00	0.00
	Totals	244,000.00	57,916.80	9,757.40	0.00	67,674.20	28	176,325.80	3,383.72

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project City of Riesel Generator

Job No. 25197

On receipt by the signer of this document of a check from City of Riesel (maker of check) in the sum of $ 9,269.53 payable to Capstar Electric (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of San Riesel (owner) located at 104 N Hwy 6, Riesel, TX 76682 (location) to the following extent: Electrical (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to City of Riesel (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 9/9/26

Capstar Electric (Company name)

By ______________________ (Signature)

Managing Member (Title)

STATE OF TEXAS §
§
COUNTY OF Bell §

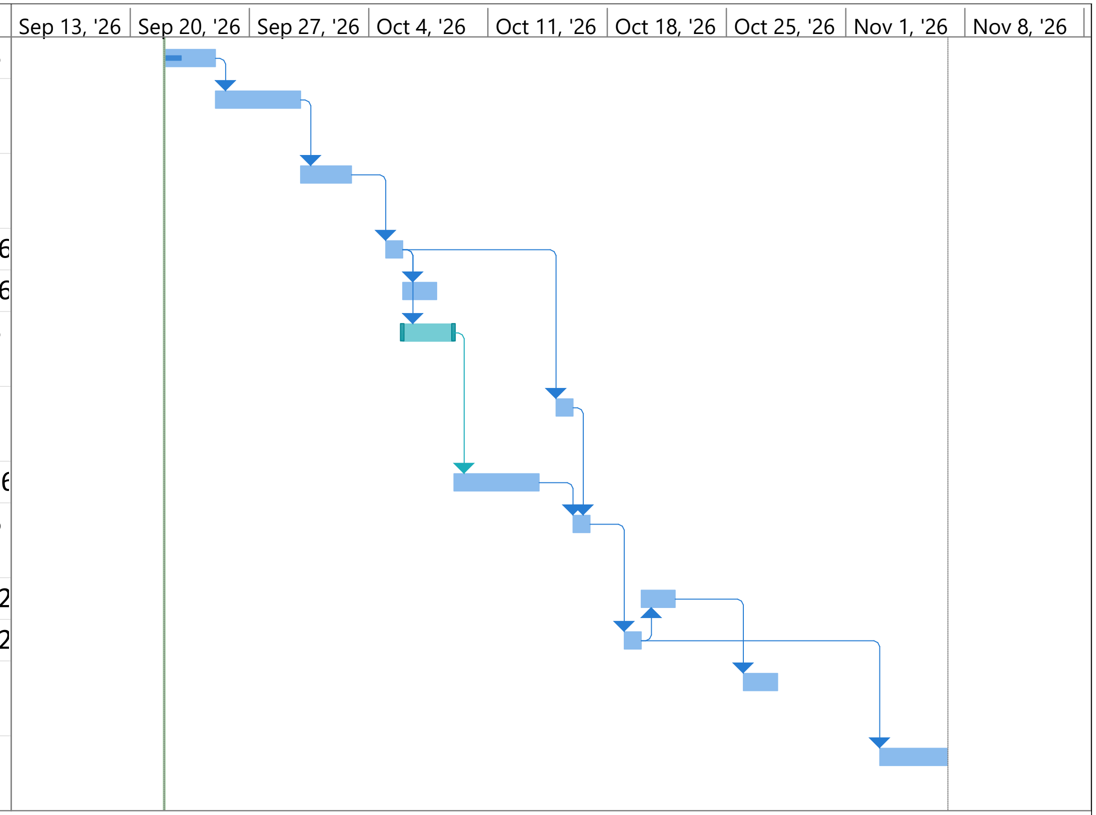
This instrument was acknowledged before me on this 9th day of September, 20 26, by George Picken (name), Managing Member (job title) of Capstar Electric (company name).

ANN M. HENRY
My Notary ID # 126036975
Expires December 8, 2028

Ann M Henry

NOTARY PUBLIC, STATE OF TEXAS

ID	Task Name	Duration	Start	Finish
1	Gen Pad Foundation	3 days	Tue 9/22/26	Thu 9/24/26
2	Underground Raceway	3 days	Fri 9/25/26	Tue 9/29/26
3	Generator Pad Form/Canopy Set	3 days	Wed 9/30/26	Fri 10/2/26
4	Concrete for Pad	1 day	Mon 10/5/26	Mon 10/5/26
5	Raceway to Building	2 days	Tue 10/6/26	Wed 10/7/26
6	Interior Building Electric Rough In	3 days	Tue 10/6/26	Thu 10/8/26
7	Generator Delivered and Set	1 day	Thu 10/15/26	Thu 10/15/26
8	Pull Wire	3 days	Fri 10/9/26	Tue 10/13/26
9	Terminate and Test Wire	1 day	Fri 10/16/26	Fri 10/16/26
10	Utility Connection	2 days	Tue 10/20/26	Wed 10/21/2
11	QA/QC	1 day	Mon 10/19/2	Mon 10/19/2
12	DEMO exisitng Overhead Utility	2 days	Mon 10/26/26	Tue 10/27/26
13	Start Up with Factory Tech	4 days	Tue 11/3/26	Fri 11/6/26



Project: Reisel
Date: Tue 9/22/26

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress