

PUBLIC NOTICE: RIESEL CITY COUNCIL MEETING

NOTICE IS HEREBY GIVEN that the City Council of the City of Riesel, McLennan County, Texas, will hold a **REGULAR**-called meeting on Tuesday, MARCH 17TH, 2026 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. Consider and Act to accept the **resignation of Council Member Deanna Davis**, who stepped down for personal reasons
3. Consider and Act in appointing a volunteer to **fill the unexpired term** until the Nov. 2026 election
4. **Visitors' 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. **Executive Session 1:** A closed meeting will be held pursuant to *Section 551.074 of 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: **Candidates for Utility Maintenance position**
Convene at: _____ (time) Resume Open Session at: _____ (time)
6. Discussion and action regarding the subject of executive session
7. **Executive Session 2:** Pursuant to Tex. Gov't Code § 551.072 a closed meeting of the City Council will be held to deliberate the purchase, exchange, lease, or value of real property because deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person: **LAND AQUISITION DISCUSSIONS**
Convene at: _____ (time) Resume Open Session at: _____ (time)
8. Discussion and action regarding the subject of executive session
9. **Executive Session 3:** A closed meeting will be held pursuant to *Section 551.074 of 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: **CRISTEN CONNER, ANNUAL EVALUATION**
Convene at: _____ (time) Resume Open Session at: _____ (time)
10. Discussion and action regarding the subject of executive session

11. **Consent Agenda:** Consent Items 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: 02/17/2026

b.) Payment of Bills/Payroll & Monthly Financial Reports

b.) Payment of STV Engineering Invoices for the Arsenic Mitigation project:

CIRI2000573.00-28 Oct. 17, 2025 for \$89,346.56

CIRI2000573.00-29 Nov. 12, 2025 for \$19,501.68

CIRI2000573.00-30 Dec. 26, 2025 for \$39,298.60

CIRI2000573.00-31 Jan. 25, 2026 for \$26,794.61

CIRI2000573.00-32 Feb. 25, 2026 for \$26,745.99

CIRI2000573.00-28 Mar. 5, 2026 for \$14,279.58

12. Discussion and action regarding the Second **Amended Subrecipient Agreement** with McLennan County

13. Discussion and action to Ratify the mayor's signature on property contract documents for purchase of land for a future city hall and authorize her to sign all closing documents and forms to complete the transaction which is scheduled to close on March 18th, 2026.

14. **Reports** Submitted: a. Utility Report b. Police Report c. Secretary's Report

15. Discussion and possible directives to staff for future agenda items (research, ordinances or policies that Council desire to be drafted for future review)

16. Adjournment

I hereby certify that this notice was placed at its present location at least 3 days prior to the above meeting time. Posted on Thursday, 03/12/2026 at 4:00 PM

Alisha Flanary

Alisha Flanary, City Secretary

BE IT REMEMBERED that on **FEBRUARY 17, 2026**, 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 the 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: Bobby Dieterich, Deanna Davis, Kevin Wunderlich & Debbie Kilgore

Council Members Absent: Paul Winkler

Employees Present: Alisha Flanary, Randy Ehler, Patrick Bellringer, Ryan Dieterich & Chelsea Kemp

Visitors Present: Jennifer Boen, Linda Hogg, Ryan Shellberg

Mayor Hogg led the Pledge of Allegiance and Deanna Davis gave the invocation.

Consent Items: Deanna Davis made a motion to approve all consent items, consisting of the minutes from the 01/20/25 council meeting; payment of bills & payroll; and acceptance of monthly financial reports. Kevin Wunderlich seconded the motion, and it carried unanimously.

Visitors' Comments: none

Abandonment Request: Deanna Davis made a motion to approve a statement of intent to abandon alley ways between Brookshire and Beaver Streets, subject to a more in depth study of the wastewater improvements that would be required to support a proposed development. Debbie Kilgore seconded the motion, which carried unanimously.

Variance: Deanna Davis moved to approve a request for a variance of lot width on a potential subdivision of lots on Brookshire and Beaver Streets by Ryan Shellberg, to create 52.5 feet wide lots as opposed to 55 ft WIDE lots. Bobby Dieterich seconded the motion, which carried unanimously.

HMP: Debbie Kilgore moved to approve Resolution #20260217 approving and adopting the McLennan County, Texas Multi-Jurisdiction Hazard Mitigation Plan and authorizing submission to FEMA. Kevin Wunderlich seconded the motion and it passed unanimously.

Sandy Creek: Bobby Dieterich made a motion to accept an annual Operations Report from Sandy Creed for 2025. Deanna Davis seconded his motion, which carried unanimously.

Public Hearing: At 7:07 PM Mayor Hogg opened a PUBLIC HEARING to hear public opinion pertaining to amending Ordinance #2024-03 regulating Sex Offender Residency near child safety zones and to possibly change the current residency distance from 1,000 ft to 500 ft. due to such small city limits and still following the state standard of 500 feet.

Chief Dieterich stated that the current 1,000 ft safety zone is what is in place in most other local areas and he recommended keeping that requirement in place. Kevin Wunderlich also stated that children's safety is number one priority and he also agreed with keeping the 1,000 ft safety zone requirement in place. Linda Hogg asked questions pertaining to the requirements and the ordinance and stated that the 1,000 ft distance requirement should stay in place. Other council members stated that they also agreed with Chief's recommendation. With no further public comment, the public hearing closed at 7:24 PM

Following the public hearing, there was no motion to amend the ordinance or make any changes.

Ordinance #2024-03 Regulating Residency Requirements stands in effect as originally adopted.

2025 Racial Profiling Report: In compliance with the Code of Criminal Procedure, Chapter 2B, Art. 2B.0053, Law Enforcement Policy on Racial Profiling, Section 7(b), Riesel Police Chief, Ryan Dieterich, submitted the annual 2025 Racial Profiling Report to the City of Riesel City Council Members. No action is required, just record of submission to Council that the report was filed on time and met the legal requirements set forth by the State of Texas and Riesel's policies.

Discussion Items: Brief discussion was held regarding Engineering Projects, Park Security & Park Projects. Salary Scale discussion was tabled.

EXECUTIVE SESSION: at 7:28 pm, Council Members convened into a closed meeting pursuant to Section 551.072 of the Government Code (V.C.T.A.) for the City Council to deliberate the purchase, exchange, lease, or value of real property because deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third party: potential LAND purchase for future city hall & possible community center

At 8:15PM Council reconvened into open session, stating that no action was taken during the closed session.

OFFER: Deanna Davis made a motion to authorize City Secretary, Alisha Flanary, to submit an offer for the land on Hwy 6, adjacent to the park, in keeping with the parameters discussed in executive session and to authorize the mayor to sign the contract and required forms if the offer is accepted. Debbie Kilgore seconded the motion, which carried unanimously.

EXECUTIVE SESSION: at 8:33 pm, Council Members convened into a closed meeting pursuant to Section 551.074 of 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:

Chelsea Kemp annual evaluation

At 8:48 PM Council reconvened into open session, stating that no action was taken during the closed session.

Pay Raise: Bobby Dieterich moved to raise Chelsea Kemp's pay by 3% and Kevin Wunderlich seconded the motion, which passed unanimously.

Monthly Reports were submitted to Council from each department head: Randy Ehlers, Ryan Dieterich & Alisha Flanary

Adjournment: With no further business, Mayor Hogg adjourned the meeting at 9:03 PM

Mayor, Jennifer Hogg

Attest: Alisha Flanary, City Secretary

City of Riesel - GENERAL FUND Balance Sheet - Bank Accounts

As of February 28, 2026

	Feb 28, 26
ASSETS	
Current Assets	
Checking/Savings	
1a - Unrestricted Cash	
*Checking	95,140.93
Payroll	69,630.47
Petty Cash	
Court Cash	100.00
General Cash	100.00
Total Petty Cash	200.00
Total 1a - Unrestricted Cash	164,971.40
1b - Restricted Cash	
2013 I & S Fund	20,384.65
POA / Drug Seizure	100.00
Total 1b - Restricted Cash	20,484.65
2a - Unrestricted Investments	
General Fund (sept) #5808	4,763.57
General Fund II (may) #1015	44,118.59
General Fund III (june) #6124	22,167.48
Total 2a - Unrestricted Investments	71,049.64
Charles St Project Fund	131,624.62
General Fund Money Market	
*General Fund	2,125,178.70
City Hall Building	313,188.48
Drug Seizure/POA	4,335.40
Judicial Betterment	8,931.07
Security	144,598.13
Technology	162,081.95
Total General Fund Money Market	2,758,313.73
Total Checking/Savings	3,146,444.04
Total Current Assets	3,146,444.04
TOTAL ASSETS	3,146,444.04
LIABILITIES & EQUITY	0.00

City of Riesel - WATER FUND
Balance Sheet - Bank Accounts
 As of February 28, 2026

	Feb 28, 26
ASSETS	
Current Assets	
Checking/Savings	
Construction Fund	
3a - Unrestricted Cash	
Construction Checking 8528	1,987
Total 3a - Unrestricted Cash	1,987
3b - Restricted Cash	
Construction I & S 8536	123,717
Total 3b - Restricted Cash	123,717
Total Construction Fund	125,704
Water Fund	
1a - Unrestricted Cash	
Checking 2002	249,840
Total 1a - Unrestricted Cash	249,840
1b - Restricted Cash	
2021 TWDB Escrow 8600	5,898,830
2021 TWDB Principal for LF 8601	452,824
Water III I&S 4014	75,601
Total 1b - Restricted Cash	6,427,256
2b - Restricted Investments	
\$100,000 CD #6293	142,455
III Reserve Fund #8343	41,180
Total 2b - Restricted Investments	183,635
2c - ARPA GRANT 8597	50,132
Water Fund Money Market	
*Water Fund	1,816,948
Contingency	100,000
Line Replacement	170,280
Water Fund Money Market - Other	170,545
Total Water Fund Money Market	2,257,773
Total Water Fund	9,168,637
Total Checking/Savings	9,294,341
Total Current Assets	9,294,341
TOTAL ASSETS	9,294,341
LIABILITIES & EQUITY	0

10:46 AM
03/13/26
Cash Basis

City of Riesel - SEWER FUND
Balance Sheet - Bank Accounts
As of February 28, 2026

	Feb 28, 26
ASSETS	
Current Assets	
Checking/Savings	
1a - Unrestricted Cash	
Checking 6644	23,985.26
Total 1a - Unrestricted Cash	23,985.26
1b - Restricted Cash	
Sewer Jr I&S 0241	28,979.71
Total 1b - Restricted Cash	28,979.71
2b - Restricted Investments	
1999 Reserve Bond #6352	50,691.13
Repair&Replacement #5794	6,439.81
Reserve Bond #5773	14,439.75
Total 2b - Restricted Investments	71,570.69
Sewer Fund Money Market 1840	
* Sewer Fund	203,716.79
Contingency	75,000.00
Line Replacement	150,872.71
Sewer Fund Money Market 1840 - Other	444,567.28
Total Sewer Fund Money Market 1840	874,156.78
Total Checking/Savings	998,692.44
Total Current Assets	998,692.44
TOTAL ASSETS	998,692.44
LIABILITIES & EQUITY	0.00

Register: 1a - Unrestricted Cash:*Checking

From 02/01/2026 through 02/28/2026

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Memo	Payment	Deposit	Balance
2/2/2026			Deposit		\$25,000.00	\$42,965.94
2/6/2026	eft	United States Treasury	EFTPS PAYMENT 2/6/26	\$4,825.72		\$38,140.22
2/6/2026	21888	Ambold's	Acct 2790	\$49.99		\$38,090.23
2/6/2026	21889	Atwoods Distributing, L.P.	Invoice# 757/69	\$79.95		\$38,010.28
2/6/2026	21890	Bobby Dieterich	Invoice# 393726	\$545.40		\$37,464.88
2/6/2026	21891	Carlos Rojas	Citation# 25 15419 Overpayment	\$2.00		\$37,462.88
2/6/2026	21892	Cody Singleton	Citation# 13783-4 Overpayment	\$2.00		\$37,460.88
2/6/2026	21893	Karim Panjwani	Citation# 26 15421 Overpayment	\$2.00		\$37,458.88
2/6/2026	21894	Keith Ace Hardware		\$49.04		\$37,409.84
2/6/2026	21895	Landscape Supply		\$3,226.30		\$34,183.54
2/6/2026	21896	Riesel Rustler	Invoice# 4252	\$6.25		\$34,177.29
2/6/2026	21897	Thomas Hall	Citation# 26 15323 Overpayment	\$144.00		\$34,033.29
2/6/2026	21898	US Fleet Tracking	Invoice# 511412	\$174.65		\$33,858.64
2/6/2026	21899	Verizon	Acct# 850-460-987-0001-78	\$46.57		\$33,812.07
2/6/2026	21900	Windstream	Acct# 126999331	\$520.04		\$33,292.03
2/6/2026	21901	Arelid Miranda	City Hall Cleaning	\$150.00		\$33,142.03
2/13/2026			Deposit-Sales Tax		\$23,118.03	\$56,260.06
2/20/2026	eft	United States Treasury	EFTPS PAYMENT 2/20/26	\$4,732.56		\$51,527.50
2/20/2026	21902	AT&T Wireless Services	Acct# 287329618885	\$443.23		\$51,084.27
2/20/2026	21903	Brendan Aburto	Citation# 25 15085 Overpayment	\$1.00		\$51,083.27
2/20/2026	21904	CP&Y Inc	Invoice# CIRI2500377.04-5	\$225.00		\$50,858.27
2/20/2026	21905	Damien Gutierrez Orozco	Citation# 25 15280 Overpayment	\$332.00		\$50,526.27
2/20/2026	21906	George Timoh	Citation# 26 15358 Overpayment	\$2.00		\$50,524.27
2/20/2026	21907	Haley & Davis PC	Invoice# 20995	\$90.00		\$50,434.27
2/20/2026	21908	HOT Network Consultants, Inc.	Invoice# 83778	\$672.40		\$49,761.87
2/20/2026	21909	Javier Flores	Citation# 25 13365 Overpayment	\$1.00		\$49,760.87
2/20/2026	21910	Jose Garcia	Citation# 26 15385 Overpayment	\$2.00		\$49,758.87
2/20/2026	21911	Liliana Guerrero-Martinez	Citation# 25 15089 Overpayment	\$41.00		\$49,717.87
2/20/2026	21912	Mclennan Community College	Invoice# 78178156	\$1,695.00		\$48,022.87

2/20/2026	21913	McLennan County Appraisal District	Invoice# 43383	\$702.42	\$47,320.45
2/20/2026	21914	Oklahoma Promo, LLC	Invoice# 191776	\$293.75	\$47,026.70
2/20/2026	21915	Pattillo Brown & Hill, LLP	Invoice# 514568	\$950.00	\$46,076.70
2/20/2026	21916	Riesel Fuel Service	Invoice# 340069	\$805.80	\$45,270.90
2/20/2026	21917	Sheila Ramos	Citation# 26 15384 Overpayment	\$50.00	\$45,220.90
2/20/2026	21918	TML Multistate Intergovernmental	Invoice# PRIESEL 12601	\$4,707.94	\$40,512.96
2/20/2026	21919	TXU Energy	Invoice 054008402109 12/26/25-1/25/2	\$3,506.26	\$37,006.70
2/20/2026	21920	Visa - Card Services	XXXXX XXXX XXXX 3506	\$2,701.09	\$34,305.61
2/20/2026	21921	ZACHARY HUTCHISON	Citation# 26 15618 Overpayment	\$3.00	\$34,302.61
2/23/2026			Deposit Mixed Beverage Tax		\$326.82 \$34,629.43
2/27/2026			Deposit Oncor Franchise Fee		\$73,880.02 \$108,509.45
2/27/2026	eft	TMRS	Retirement February 2026	\$3,600.66	\$104,908.79
2/27/2026	21922	Areliid Miranda	City Hall Cleaning	\$150.00	\$104,758.79
2/27/2026	21923	City of Waco Fiscal Services	Invoice# 42627	\$40.00	\$104,718.79
2/27/2026	21924	Gary Cunha, PC	Feb-26	\$1,250.00	\$103,468.79
2/27/2026	21925	Kologik, LLC	Invoice# KOL-17741	\$2,400.00	\$101,068.79
2/27/2026	21926	Liberty National	Acct# 85805	\$243.64	\$100,825.15
2/27/2026	21927	The Payment Group	Confirmation# XADMWY Zachary Hender	\$167.00	\$100,658.15
2/27/2026	21928	TML Multistate Intergovernmental	Invoice# PRIESEL 12603	\$5,517.22	\$95,140.93

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

From 02/01/2026 through 02/28/2026

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Memo	Payment	Deposit	Balance
2/1/2026			Water Ckg to Water III I & S	\$3,000.00		\$187,570.75
2/2/2026			Deposit		\$435.13	\$188,005.88
2/2/2026			Deposit		\$25,000.00	\$213,005.88
2/2/2026			Deposit		\$90.00	\$213,095.88
2/3/2026			Deposit		\$1,129.68	\$214,225.56
2/4/2026			Deposit		\$2,788.24	\$217,013.80
2/5/2026			Deposit		\$1,694.53	\$218,708.33
2/6/2026			Deposit		\$2,821.29	\$221,529.62
2/6/2026	17691	Core & Main	Invoice# Y332386	\$382.42		\$221,147.20
2/6/2026	17692	Ferrier Utilities	Invoice 013026	\$600.00		\$220,547.20
2/6/2026	17693	Frontier Waste Solutions	Invoice# 8309902	\$13,742.63		\$206,804.57
2/6/2026	17694	Henritta Mormino v		Jan-26 \$73.10		\$206,731.47
2/6/2026	17695	McLennan County GCD		Jan-26 \$156.60		\$206,574.87
2/6/2026	17696	Sims Plastics	Invoice# 361800/3	\$102.66		\$206,472.21
2/6/2026	17697	Windstream	Acct# 126998956	\$214.48		\$206,257.73
2/9/2026			Deposit		\$5,580.98	\$211,838.71
2/10/2026			Deposit		\$4,335.12	\$216,173.83
2/11/2026			Deposit		\$3,923.77	\$220,097.60
2/12/2026			Deposit		\$25,179.80	\$245,277.40
2/12/2026			Deposit		\$600.00	\$245,877.40
2/13/2026			Deposit		\$4,779.90	\$250,657.30
2/17/2026			Deposit		\$5,069.83	\$255,727.13
2/18/2026			Deposit		\$3,919.27	\$259,646.40
2/19/2026			Deposit		\$1,110.35	\$260,756.75
2/20/2026			Deposit		\$1,753.25	\$262,510.00
2/20/2026	17698	Atwoods Distributing, L.P.		\$210.90		\$262,299.10
2/20/2026	17699	Barlow Tank Inc.	Invoice# 428	\$3,000.00		\$259,299.10
2/20/2026	17700	CP&Y Inc		\$580.00		\$258,719.10
2/20/2026	17701	Gafford Auto Parts	Invoice# 9333-437135	\$51.20		\$258,667.90

2/20/2026	17702	Johnny Tull	204 N Wiebusch Hydraulic Study Refund	\$710.00		\$257,957.90
2/20/2026	17703	Navasota Valley Electric Coop., Inc.		\$5,412.10		\$252,545.80
2/20/2026	17704	Toni Ramos	302 W Frederick Deposit Refund	\$300.00		\$252,245.80
2/23/2026			Deposit		\$678.03	\$252,923.83
2/24/2026			Deposit		\$853.71	\$253,777.54
2/25/2026			Deposit		\$1,164.34	\$254,941.88
2/26/2026			Deposit		\$580.00	\$255,521.88
2/27/2026			Deposit		\$300.06	\$255,821.94
2/27/2026			Deposit		\$193.30	\$256,015.24
2/27/2026	17705	Atwoods Distributing, L.P.	Invoice# 3962/m	\$79.98		\$255,935.26
2/27/2026	17706	CP&Y Inc	Invoice# CIRI2400336.00-11	\$2,584.00		\$253,351.26
2/27/2026	17707	National Wholesale Supply	Invoice# S5922656.001	\$1,634.97		\$251,716.29
2/27/2026	17708	Tri-County S.U.D.	Acct# 2441	\$500.00		\$251,216.29
2/28/2026	eft	United States Postal Service	February Water Bill Postage	\$300.12		\$250,916.17
2/28/2026	eft	State Treasurer	Sales Tax february 2026	\$1,076.22		\$249,839.95

Register: 1a - Unrestricted Cash:Checking 6644

From 02/01/2026 through 02/28/2026

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Memo	Payment	Deposit	Balance
2/2/2026			Deposit		\$5,000.00	\$31,102.97
2/6/2026	8511	Mike Staas Services, Inc.	Invoice# 407793	\$809.50		\$30,293.47
2/6/2026	8512	Reliant Energy	Inv# 1130157988035	\$332.61		\$29,960.86
2/6/2026	8513	Texas Plumbing and Land Development	Invoice# 5003JT	\$225.10		\$29,735.76
2/20/2026	8514	Bio Chem Lab	Invoice# 2472-0126	\$508.00		\$29,227.76
2/27/2026	8515	Mike Staas Services, Inc.		\$5,242.50		\$23,985.26

**City of Riesel - General
 Profit & Loss YTD Comparison
 February 2026**

	Feb 26	Oct '25 - Feb 26
Ordinary Income/Expense		
Income		
1 - General Government Income		
Franchise Fee		
Electric Companies	73,880.02	73,880.02
Gas Companies	0.00	6,796.54
Phone Companies	356.72	743.37
Total Franchise Fee	74,236.74	81,419.93
Interest Income		
2013 I & S	15.63	88.54
Charles Street Improvements	100.89	543.18
General Fund	0.00	23.52
General Fund III	0.00	164.71
General Money Market	2,070.97	10,439.77
Total Interest Income	2,187.49	11,259.72
Miscellaneous Income		
Copies	0.00	28.00
Filing Fee	724.93	3,488.51
Inspection Permit	25,759.00	51,593.10
Park Improvements	3,000.00	3,000.00
Total Miscellaneous Income	29,483.93	58,109.61
Mixed Beverage Tax	326.82	1,846.49
Property Tax Income		
Property Tax Income - General		
2022	0.00	43.71
2024	122.40	-415.22
2025	10,353.41	271,106.18
Total Property Tax Income - General	10,475.81	270,734.67
Property Tax Penalty Fee		
2022	0.00	19.22
2024	29.83	169.86
2025	253.46	253.46
Total Property Tax Penalty Fee	283.29	442.54
Total Property Tax Income	10,759.10	271,177.21
Sales Tax		
Gross Collections	18,494.42	77,669.25
Streets Allocation	4,623.61	16,684.17
Total Sales Tax	23,118.03	94,353.42
Total 1 - General Government Income	140,112.11	518,166.38
2 - Law Enforcement Income		
L.E. Income		
Open Records	0.00	99.58
Total L.E. Income	0.00	99.58
Total 2 - Law Enforcement Income	0.00	99.58
3 - Court Income		
Child Safety Seat Fee	0.00	1,341.51
Citations		
Overpayments	-582.00	-1,751.00
Returned Checks	-167.00	-311.00
Revenue	47,758.00	254,996.16
Total Citations	47,009.00	252,934.16

City of Riesel - General Profit & Loss YTD Comparison

February 2026

	Feb 26	Oct '25 - Feb 26
Security Fee	15.00	86.72
Technology Fee	20.00	115.63
Time Payment Fee	209.00	1,044.35
Total 3 - Court Income	47,253.00	255,522.37
IDA Tax Abatement Sandy Creek	0.00	125,000.00
Total Income	187,365.11	898,788.33
Gross Profit	187,365.11	898,788.33
Expense		
1 - General Government		
Appraisal Expense	702.42	1,404.84
Bank and Credit Card Fees	16.12	440.81
Bond Interest Expense	0.00	1,420.25
City Hall Maintenance & Repair	0.00	5,728.21
City Retirement Contribution		
Alisha	263.41	1,429.63
Cristen	191.74	1,055.13
Total City Retirement Contribution	455.15	2,484.76
Clothing	0.00	438.39
Contract Labor		
Janitorial Services	300.00	1,500.00
Total Contract Labor	300.00	1,500.00
CPA Bookkeeping Services	950.00	4,750.00
Depreciation expense	0.00	37,561.36
Dues	0.00	50.00
Emp. Health Insurance		
Special Ins Services	0.00	0.00
TML	2,999.72	8,092.80
Emp. Health Insurance - Other	0.00	0.00
Total Emp. Health Insurance	2,999.72	8,092.80
Engineer Fees	225.00	5,125.00
Equipment Maintenance		
Backhoe	25.26	25.26
Lawnmower	3,226.30	3,310.13
Mule	0.00	13.53
Tractor	0.00	192.79
Weedeater	0.00	66.99
Total Equipment Maintenance	3,251.56	3,608.70
House Inspection	0.00	28,883.29
Insurance - Bonds	0.00	462.00
Insurance - Property	0.00	1,840.00
Legal Fees	90.00	1,305.00
Miscellaneous Expense		
Employee & Council Appreciation	293.75	4,695.91
Memorials	0.00	69.48
Publications	86.20	107.45
Miscellaneous Expense - Other	0.00	408.58
Total Miscellaneous Expense	379.95	5,281.42
Office Equip. & Maintenance		
Computer	672.40	3,362.40
Printer	0.00	150.00
Office Equip. & Maintenance - Other	0.00	978.67
Total Office Equip. & Maintenance	672.40	4,491.07

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Cash Basis

City of Riesel - General Profit & Loss YTD Comparison

February 2026

	Feb 26	Oct '25 - Feb 26
Office Furniture	0.00	1,399.96
Office Supplies	677.09	2,959.42
Park Maintenance	49.04	49.04
Payroll Taxes	896.94	5,519.35
Phones		
General Gov Cell Phone Alisha	41.89	209.43
Phones - Other	680.33	3,217.85
Total Phones	722.22	3,427.28
Postage	0.00	234.00
Public Health District	0.00	2,150.56
Salaries		
Alisha		
Wages	5,046.08	27,453.92
Total Alisha	5,046.08	27,453.92
Cristen		
Wages	3,673.26	20,262.57
Total Cristen	3,673.26	20,262.57
Total Salaries	8,719.34	47,716.49
Utilities		
Electric	735.17	3,166.57
Total Utilities	735.17	3,166.57
Workers Comp Insurance	-132.00	5,274.30
Total 1 - General Government	21,710.12	186,764.87
2 - Law Enforcement		
L.E. Cell Phones	317.56	1,587.72
L.E. City Retirement Contribute		
Joshua	0.00	320.65
Justin	146.88	220.25
Patrick	436.04	2,304.92
Ryan	292.15	1,789.35
Total L.E. City Retirement Contribute	875.07	4,635.17
L.E. Clothing	119.98	308.07
L.E. Computer	0.00	50.00
L.E. Dispatch - Radio Services	40.00	80.00
L.E. Dog Catching	0.00	780.00
L.E. Emp. Health Insurance		
Special Ins Services	-610.66	-610.66
TML	4,225.74	9,461.81
Total L.E. Emp. Health Insurance	3,615.08	8,851.15
L.E. Gas	514.70	3,975.86
L.E. Medical	0.00	682.21
L.E. Office Supplies	0.00	755.72
L.E. Operating Supplies	2,400.00	2,571.19
L.E. Payroll Taxes	1,282.43	6,809.47
L.E. Postage	0.00	45.53
L.E. Property Insurance	0.00	6,078.00
L.E. Salaries		
Anthony		
Wages	0.00	0.00
Total Anthony	0.00	0.00

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 Cash Basis

City of Riesel - General
Profit & Loss YTD Comparison
 February 2026

	Feb 26	Oct '25 - Feb 26
Joshua Wages	0.00	6,166.42
Total Joshua	0.00	6,166.42
Justin Wages	2,813.85	4,219.39
Total Justin	2,813.85	4,219.39
Patrick Wages	8,353.24	44,260.94
Total Patrick	8,353.24	44,260.94
Ryan Wages	5,596.78	34,366.22
Total Ryan	5,596.78	34,366.22
Total L.E. Salaries	16,763.87	89,012.97
L.E. Training	1,695.00	2,346.67
L.E. Vehicle Repair&Maintenance	645.20	1,845.93
L.E. Worker's Comp Ins	0.00	6,556.00
Total 2 - Law Enforcement	28,268.89	136,971.66
3 - Court		
Court City Retirement Contrib. Chelsea	195.07	1,106.57
Total Court City Retirement Contrib.	195.07	1,106.57
Court Contract Labor Prosecutor	1,250.00	6,250.00
Total Court Contract Labor	1,250.00	6,250.00
Court Emp. Health Insurance TML	1,499.85	4,046.40
Total Court Emp. Health Insurance	1,499.85	4,046.40
Court Office Supplies	120.75	660.72
Court Payroll Taxes	391.80	2,208.37
Court Postage	244.48	566.53
Court Salaries Chelsea	3,737.06	21,252.16
Judge Judge	1,384.62	7,615.41
Total Judge	1,384.62	7,615.41
Total Court Salaries	5,121.68	28,867.57
Court Travel/Training/Mileage	0.00	697.79
Omnibase	0.00	750.00
Security Fee Expense	49.99	249.95
State Court Cost		
Quarterly Court Cost	0.00	53,948.36
Tertiary Care Fund (Seatbelt)	0.00	148.90
Time Payment Expense	0.00	468.35
Total State Court Cost	0.00	54,565.61
Total 3 - Court	8,873.62	99,969.51

City of Riesel - General
Profit & Loss YTD Comparison
 February 2026

	Feb 26	Oct '25 - Feb 26
4 - Streets		
Operating Supplies		
Tools	230.17	658.15
Total Operating Supplies	230.17	658.15
Street Maintenance		
Grass	0.00	1,500.00
Street & Road Signs	0.00	846.05
Street Maintenance - Other	0.00	1,240.00
Total Street Maintenance	0.00	3,586.05
Street Retirement Contribution		
Justin	0.00	413.15
Randy	156.90	858.88
Total Street Retirement Contribution	156.90	1,272.03
Street Salaries		
Jeb		
Wages	0.00	0.00
Total Jeb	0.00	0.00
Justin		
Wages	0.00	7,941.51
Total Justin	0.00	7,941.51
Randy		
Wages	3,005.71	16,493.67
Total Randy	3,005.71	16,493.67
Total Street Salaries	3,005.71	24,435.18
Utilities (Street Lights)	1,115.50	5,662.70
Total 4 - Streets	4,508.28	35,614.11
5 - Fire Department		
Exterminator	0.00	100.00
Insurance	0.00	3,210.00
Utilities	241.12	1,033.02
Total 5 - Fire Department	241.12	4,343.02
Community Outreach	0.00	330.11
Cyber Liability Insurance	0.00	1,500.00
Park		
Event		
Christmas Parade	0.00	2,858.04
Total Event	0.00	2,858.04
Total Park	0.00	2,858.04
Planning & Development	0.00	845.00
Reconciliation Discrepancies	0.00	-0.04
Total Expense	63,602.03	469,196.28
Net Ordinary Income	123,763.08	429,592.05
Other Income/Expense		
Other Income		
Reimbursement	0.00	2,380.10
Total Other Income	0.00	2,380.10

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Cash Basis

City of Riesel - General
Profit & Loss YTD Comparison
February 2026

	Feb 26	Oct '25 - Feb 26
Other Expense		
Payroll Clearing	0.00	0.00
Total Other Expense	0.00	0.00
Net Other Income	0.00	2,380.10
Net Income	<u>123,763.08</u>	<u>431,972.15</u>

City of Riesel - Water
Profit & Loss YTD Comparison
February 2026

	Feb 26	Oct '25 - Feb 26
Ordinary Income/Expense		
Income		
ARPA FUNDS-Arsenic Reduction	15,005.74	30,740.40
Hydraulic Study	0.00	315.00
Interest Income		
ARPA Grant	5.09	16.95
Construction I & S	14.40	58.27
Dividend income	17,993.09	95,195.73
Water \$100,000 CD	0.00	1,131.02
Water III Reserve	0.00	326.95
Water Money Market	1,727.81	9,440.12
Total Interest Income	19,740.39	106,169.04
Miscellaneous Income	0.00	36,760.00
MS Water Supply	4,330.75	21,735.67
Series 2021 Bond Repayment	3,700.00	18,500.00
Sewer Revenue	0.00	0.00
Tie In Fees	0.00	4,000.00
Trash Revenue		
Trash Revenue - Surcharge	0.00	0.00
Trash Revenue - Other	14,286.33	70,473.43
Total Trash Revenue	14,286.33	70,473.43
Water Revenue		
Returned Checks	0.00	-140.00
Revenue	40,544.93	187,191.17
Water Revenue - Other	0.00	20.00
Total Water Revenue	40,544.93	187,071.17
Total Income	97,608.14	475,764.71
Gross Profit	97,608.14	475,764.71
Expense		
Amortization Expense	0.00	8,057.62
Bank Fees	4.94	69.60
City Retirement Contribution		
Justin	0.00	206.57
Randy	78.45	429.43
Total City Retirement Contribution	78.45	636.00
Clothing	134.93	134.93
Conference/Training	0.00	0.00
Conservation Fee	156.60	735.07
Depreciation expense	0.00	66,526.90
Dues	0.00	760.00
Emp Health Insurance		
Special Ins Services	0.00	3,237.12
Total Emp Health Insurance	0.00	3,237.12
Engineer Fees		
Arsenic	0.00	15,005.74
Total Engineer Fees	0.00	15,005.74
Generator	51.20	159.08
Hydraulic Study Development	1,290.00	1,290.00

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 Cash Basis

City of Riesel - Water
Profit & Loss YTD Comparison
February 2026

	Feb 26	Oct '25 - Feb 26
Insurance		
Property	0.00	31,980.50
Worker's Comp	0.00	1,952.00
Total Insurance	0.00	33,932.50
Lab Expense	72.00	1,154.67
Legal & Audit Fees		
Legal Fees	337.50	337.50
Total Legal & Audit Fees	337.50	337.50
Office Supplies		
Water Office - Office Supplies	81.42	170.87
Office Supplies - Other	0.00	79.90
Total Office Supplies	81.42	250.77
Operating Supplies	2,276.00	17,824.63
Payroll Taxes	114.98	934.63
Phones & Pagers		
Cell Phones	83.78	634.90
Total Phones & Pagers	83.78	634.90
Postage	300.12	1,759.96
Regulatory Fees	0.00	1,205.40
Repairs/Replacement/Maintenance	3,600.00	6,546.73
Royalty Fee	73.10	595.31
Salaries		
Jeb		
Wages	0.00	0.00
Total Jeb	0.00	0.00
Justin		
Wages	0.00	3,970.76
Total Justin	0.00	3,970.76
Randy		
Wages	1,502.86	8,246.85
Total Randy	1,502.86	8,246.85
Total Salaries	1,502.86	12,217.61
Tools	0.00	281.40
Trash Expense	14,467.56	69,391.62
Truck		
Parts	0.00	16.62
Truck - Other	207.85	527.25
Total Truck	207.85	543.87
Truck (Gas)	233.74	1,691.39
Utilities		
Electric		
Navasota	5,412.10	26,393.32
Electric - Other	809.28	2,853.82
Total Electric	6,221.38	29,247.14
Phone	214.48	1,005.59
Total Utilities	6,435.86	30,252.73

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Cash Basis

City of Riesel - Water
Profit & Loss YTD Comparison
February 2026

	Feb 26	Oct '25 - Feb 26
Water Purchased Tri County	500.00	3,000.00
Total Water Purchased	500.00	3,000.00
Total Expense	32,002.89	279,167.68
Net Ordinary Income	65,605.25	196,597.03
Net Income	<u>65,605.25</u>	<u>196,597.03</u>

**City of Riesel - Sewer
 Profit & Loss YTD Comparison
 February 2026**

	Feb 26	Oct '25 - Feb 26
Ordinary Income/Expense		
Income		
Interest Income		
Repair & Replacement	0.00	23.83
Reserve Fund	0.00	107.29
Sewer Money Market	671.21	3,637.79
Total Interest Income	671.21	3,768.91
Sewer Revenue		
Revenue	11,411.07	61,900.77
Total Sewer Revenue	11,411.07	61,900.77
Tie In Fees	0.00	4,500.00
Total Income	12,082.28	70,169.68
Expense		
Bond Interest Expense	0.00	6,768.75
City Retirement Contribution		
Justin	0.00	206.57
Randy	78.45	424.97
Total City Retirement Contribution	78.45	631.54
Depreciation expense	0.00	13,457.93
Insurance		
Property	0.00	5,835.50
Worker's Comp.	0.00	1,952.00
Total Insurance	0.00	7,787.50
Irrigation Pond	0.00	787.47
Lab Expense	434.00	2,312.00
Office Supplies	0.00	79.95
Operating Supplies	0.00	2,288.35
Payroll Taxes	114.97	939.10
Regulatory Fees		
Permit Renewal	0.00	1,250.00
Total Regulatory Fees	0.00	1,250.00
Repairs/Replacement/Maintenance	6,277.10	22,101.16
Salaries		
Jeb		
Wages	0.00	0.00
Total Jeb	0.00	0.00
Justin		
Wages	0.00	3,970.76
Total Justin	0.00	3,970.76
Randy		
Wages	1,502.86	8,246.85
Total Randy	1,502.86	8,246.85
Total Salaries	1,502.86	12,217.61

City of Riesel - Sewer
Profit & Loss YTD Comparison
February 2026

	Feb 26	Oct '25 - Feb 26
Utilities		
Electric		
Reliant	332.61	1,727.75
Electric - Other	0.00	3,349.85
Total Electric	332.61	5,077.60
Total Utilities	332.61	5,077.60
Total Expense	8,739.99	75,698.96
Net Ordinary Income	3,342.29	-5,529.28
Net Income	<u><u>3,342.29</u></u>	<u><u>-5,529.28</u></u>

**SECOND AMENDED AMERICAN RESCUE PLAN ACT of 2021 SUBRECIPIENT
AGREEMENT**

Between

McLENNAN COUNTY, TEXAS

and

City of Riesel, Texas

I. PARTIES

This Second Amended Agreement is made by and between McLennan County, Texas (“County”), a political subdivision of the State of Texas, and the City of Riesel, Texas (“Subrecipient”) [UEI: J9W4B13NGNM1].

II. PREAMBLE

WHEREAS, on January 3, 2021, the United States Congress passed the American Rescue Plan Act of 2021 (the “Act”) to, *inter alia*, appropriate funds to units of local government to address the negative economic effects caused by COVID-19. On or about June 1, 2021 the County was approved for an ARPA grant;

WHEREAS, the County received a grant from the United States Department of the Treasury (“Treasury”) under the Act, certain terms of which are attached as **Exhibit A**;

WHEREAS, the grant is provided to respond to the public health emergency caused by COVID-19 or its negative economic impacts;

WHEREAS, the County desires to use the grant to render assistance, provide services, and complete projects consistent with the purposes of the grant;

WHEREAS, the Environmental Protection Agency (“EPA”) lowered the arsenic level acceptable for potable water from 20 parts per billion to 10 parts per billion;

WHEREAS, many water service providers in McLennan County are in violation of this new standard and are facing \$30,000 per day fines from the EPA;

WHEREAS, the water service providers are having to plan for and construct facilities to abate arsenic levels in their water. Unfortunately, none of them have the individual ability to fund such projects and are seeking, or have received, financing from the Texas Water Development Board or the USDA for such projects;

WHEREAS, the Project Budget was prepared well in advance of the major price increases post-COVID;

WHEREAS, the COVID-19 Pandemic and the effect that it has had on prices make it assured that the financing sought or received will not complete the arsenic abatement projects and contingencies of those projects, and Subrecipient expects over a \$1,000,000.00 shortfall;

WHEREAS, the County seeks to assist the water providers with grants to be used for arsenic abatement projects using ARPA funds;

WHEREAS, Subrecipient is such a water provider that is in need of this funding; and

WHEREAS, allocating ARPA funds to Subrecipient for its arsenic abatement project is justified and provided for under ARPA, and is in the best interest of the County.

NOW, THEREFORE, the parties agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein and made findings of fact.

Grant Terms. Subrecipient agrees to abide by the terms and conditions contained in **Exhibit A**, attached hereto and incorporated for all purposes. **Subrecipient shall adhere to the regulations outlined in the Code of Federal Regulations in 2 CFR Part 200**. Subrecipient also certifies to the matters in **Exhibit B**, attached hereto and incorporated for all purposes. Funds provided under this Agreement may only be used for the Project. **IMPORTANT: As a Subrecipient your use of the ARPA funds is subject to the procurement standards/requirements of 2 CFR Sections 200.318-200.327 which generally require competitive procurement. Please become familiar with these requirements.**

Subrecipient is subject to monitoring and shall cooperate with the County and/or any entity engaged by the County in the monitoring process.

2. Project. The Project made the subject of this Agreement is a phase of an arsenic abatement project intended to improve the quality and safety of water provided to customers by water providers in McLennan County, and specifically the Subrecipient under this Agreement. The Project consists of the following:

1. Alluvium Location & Property Ownership research
2. Property Owner Permission
3. Southern Trinity GWCD Permit Application/Approval
4. Test Hole/Test Well Drilling and Analysis
5. Blending Quantity Calculations
6. Confirm Formation Yield Acquire Property & Water Rights
7. Preliminary Engineering & Feasibility Report
8. Right-of-Entry Acquisition
9. Surveying
10. Land/easement Acquisition and associated services
11. Detailed Design- Construction Plans and Specs
12. TWDB & TCEQ Technical Review
13. Biological and Cultural Resources Surveys
14. Environmental Impact Document Preparation

3. Allocation. Based on the projected Project expenditures submitted by Subrecipient to the County, the County allocates the sum of \$1,050,847.46 of American Rescue Plan Act funding to Subrecipient (the "Funds"). The County shall pay that amount to Subrecipient pursuant to the draw request process set forth below. Subrecipient must keep any Funds awaiting expenditure in an interest-bearing, federally insured account. The Funds must be kept in a separate account than other monies and

must be separately accounted for by the Subrecipient. Funds must be spent by December 31, 2026. Any unspent Funds must be returned to the County.

Funds will be released pursuant to an approved draw request made by the Subrecipient to the County through the Monitoring Engineer. The draw request must specify what the requested funding will be used for with regard to the Project. All draw requests shall first be submitted to the Monitoring Engineer. If the Monitoring Engineer approves the draw request it will be acted on by the Commissioners Court at the next available meeting. The County shall pay over the funds to be released under the draw request within ten (10) days of the Commissioners Court approval.

The Monitoring Engineer may disapprove a draw request that is: 1) not Project-related; 2) does not fit the Project as defined; or 3) is not justified by the progress of the Project. Alternatively, the Monitoring Engineer may approve the draw request for a lesser amount if the decision is based on Project progress.

4. Monitoring. The County will engage an engineering firm to serve as the Monitoring Engineer to periodically monitor the Project. The Monitoring Engineer will require the Project engineer to provide progress and budget reports for the Project no less than monthly. As set forth above the Monitoring Engineer also reviews draw requests.

The arsenic abatement project must be completed by **December 31, 2026**. If not completed by that date, the Subrecipient must repay the County all of the funds provided by the County. During the Project the progress will be periodically monitored. If in the opinion of the Monitoring Engineer the Project cannot be completed by 12/31/2026, County reserves the right to terminate this Agreement.

No funds provided for under this Agreement may be used to pay fines or other damages sought by the EPA or others or to settle with the EPA or others.

4. Documentation. Subrecipient shall document each and every use of the Funds.

5. Record Retention. Subrecipient shall retain all records for a period of five (5) years after completion of the Project.

6. Reporting. Subrecipient shall provide the County with a report of how the ARPA funding is being used quarterly with the first report due March 31, 2023. Subrecipient shall assist the County in complying with any reporting requirements that the County has under the grant or applicable regulations.

8. Audit. Subrecipient shall allow the audit of its books and records related to the Funds upon request by the County, the State, or the U.S. Department of the Treasury or designee.

9. Termination for Convenience. Either party may terminate this Agreement on 30 days' written notice. The unspent portion of the Funds must be returned to the County by Subrecipient on the date of termination. After receiving the notice, Subrecipient shall not spend any of the Funds other than for binding contracts or orders made before Subrecipient sent or received the notice, and shall repay the unspent funds to the County. If spent funds are shown not to have been spent in accordance with the Program the Subrecipient will be obligated to repay those funds to the County.

10. Termination for Cause. In the event the Subrecipient is determined to have made an expenditure in violation of the restrictions set forth in this Agreement, the Subrecipient must repay to the County from its other funds the amount of the ineligible expenditure within 30 days of receiving notice thereof. Depending

on the nature and scope of the violation, the County may terminate this Agreement. If the Agreement is terminated, the entire \$1,050,847.46 (or the amount drawn if less) must be repaid to the County.

11. Duties as Subrecipient. Subrecipient acknowledges that its use of the Funds for its Project is subject to the same terms and conditions as the County's use of the Funds. Subrecipient agrees to the fullest extent allowed by law to hold the County harmless against any repayments, penalties or interest incurred as a result of Subrecipient's failure to comply with the terms and conditions of the ARPA funding.

12. Amendments. Any amendment to this Agreement must be by written instrument dated and signed by both parties.

13. Waiver. No waiver by the County of any provision of this Agreement shall be effective unless in writing, and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision.

14. Law and Venue. The laws of the State of Texas shall govern this Agreement except where clearly superseded by federal law. Venue of any dispute shall be in a court of competent jurisdiction sitting in McLennan County, Texas.

15. Attorney's Fees and Costs. The County shall be entitled to recover its reasonable and necessary attorney's fees and costs against Subrecipient if it is required to undertake litigation to enforce the terms of this Agreement.

16. No Assignment. This Agreement may not be assigned.

17. No Significant Change to Program. No significant change to the Program for which funding has been granted is allowed.

18. No Third-Party Beneficiaries. This Agreement is between the parties hereto and no third party shall have a right to enforce this Agreement or base a claim on this Agreement.

19. Not Debarred. By executing this Agreement, Subrecipient affirms that neither it nor its directors, operators, managers, employees, agents, subcontractors, parent company(-ies), or subsidiary company(-ies) has been debarred, suspended, or otherwise excluded by governmental agencies pursuant to Executive Orders 12549 or 12689 or any other statutory or regulatory authority, nor is Subrecipient or its directors, operators, managers, employees, agents, subcontractors, parent company(-ies), or subsidiary company(-ies) listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180.

Signature and Execution:

McLENNAN COUNTY, TEXAS

By: _____
McLennan County Judge (As
Authorized and Approved by the
McLennan County Commissioners
Court by Order Dated _____)

Date Signed: _____

ATTEST: J.A. "Andy" Harwell, County Clerk
McLennan County, Texas

_____ Deputy

City of Riesel, Texas

By: _____

Its: _____

ATTEST:

Witness

Date Signed: _____

EXHIBIT A

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date Agreement is executed and ends on December 31, 2026. As set forth in Treasury's implementing regulations, County may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs.
7. Conflicts of Interest. Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to Treasury or the pass-

through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

8. Compliance with Applicable Law and Regulations.

- a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
9. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
10. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
11. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to McLennan County, Texas by the U.S. Department of the Treasury."
13. Debts Owed the Federal Government.
- a. Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient shall constitute a debt to the County and/or the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a

debt.

14. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

15. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

16. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

17. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

18. Equal Opportunity Employment. During the performance of this contract, the Subrecipient agrees as follows:

- (1) Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

(4) Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Subrecipient will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the subrecipient named below (hereinafter referred to as the "Subrecipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance

services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may

include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury and the County if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America and the County have the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Other Provisions:

Anti-kickback Statute. Each party certifies that it will not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) (“Anti-Kickback Statute”), or the federal Stark Law, set forth at 42 U.S.C. § 1395nn (“Stark Law”), with respect to the performance of its obligations under this Agreement.

Davis-Bacon Act. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Subrecipient shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Contract Work Hours and Safety Standards Act. If Subrecipient undertakes a project under this Agreement for construction exceeding \$100,000.00 which involves the employment of mechanics and laborers, then Subrecipient agrees to pay salaries and wages in accordance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5.) Subrecipient acknowledges that such requirements include computation of wages of a standard work week of 40 hours for every mechanic and laborer and that work in excess of the standard work week is permissible provided the worker is compensated at a rate no less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act. Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution

Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the United States Department of the Treasury and the Regional Office of the Environmental Protection Agency (EPA).

EXHIBIT B

I. VERIFICATION REQUIRED BY

TEXAS GOVERNMENT CODE SECTION 2271.002

Chapter 2271 of the Texas Government Code prohibits the County from entering into a contract for goods or services that (a) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees unless the contract contains a written verification from the company that it (1) does not boycott Israel, and (2) will not boycott Israel during the term of the contract. Boycotting Israel includes refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or with an Israeli controlled territory, but does not include an action made for ordinary business purposes.

By executing this contract, Consultant verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

II. VERIFICATION REQUIRED BY

TEXAS GOVERNMENT CODE SECTION 2274.002

Chapter 2274 of the Texas Government Code prohibits the County from entering into a contract for goods or services that (a) has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees unless the contract contains a written verification from the company that it (1) does not boycott energy companies, and (2) will not boycott energy companies during the term of the contract. Boycotting energy companies includes without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Section (A).

By executing this contract, Consultant verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract.

III. VERIFICATION REQUIRED BY
TEXAS GOVERNMENT CODE SECTION 2274.002

Chapter 2274 of the Texas Government Code prohibits the County from entering into a contract for goods or services that (a) has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminating against a firearm entity or firearm trade association is defined in Texas Government Code Section 2274.001.

By executing this contract, Consultant verifies that it does not discriminate against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this contract.

IV. VERIFICATION REQUIRED BY
TEXAS GOVERNMENT CODE SECTION 2252

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it: (1) is not identified on a list prepared and maintained under Texas Government Code § 806.051, § 807.051, or § 2252.153; (2) is not engaged in business with Iran, Sudan, or a foreign terrorist organization; and (3) Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.



INVOICE

October 17, 2025
STV Invoice No.: CIRI2000573.00 - 28

Alisha Flanary, City Secretary
City of Riesel
P.O. Box 249
Riesel, TX 76672
bookkeeper@cityofriese.org

Remittance Address:
CP&Y, Inc. dba STV Infrastructure
Accounts Receivable
205 West Welsh Drive
Douglassville, PA 19518-8713

Project Title: Riesel Arsenic Reduction Project
Billing Period: August 30, 2025 through September 30, 2025

Phase	Account	Payment Terms	Contract Fee	Percent Complete	Billed To-Date	Prior Billed	Currently Billing	Fee Remaining
10 - Project Planning	LF1001210	LS	\$ 87,000.00	100.00%	\$ 87,000.00	\$ 87,000.00	\$ -	\$ -
12 - TWDB Application	LF1001210	LS	\$ 15,000.00	100.00%	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -
14 - Water Conservation Plan	LF1001210	LS	\$ 4,000.00	100.00%	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -
16 - Engineering Feasibility Report	LF1001210	LS	\$ 30,000.00	0.00%	\$ -	\$ -	\$ -	\$ 30,000.00
20 - Asset Management Plan	LF1001210	LS	\$ 15,000.00	0.00%	\$ -	\$ -	\$ -	\$ 15,000.00
24 - Geological Study	LF1001210	LS	\$ 5,000.00	80.40%	\$ 4,020.00	\$ 4,020.00	\$ -	\$ 980.00
26 - Preliminary Design	LF1001210	LS	\$ 140,000.00	0.00%	\$ -	\$ -	\$ -	\$ 140,000.00
30 - Final Design	LF1001210	LS	\$ 184,000.00	0.00%	\$ -	\$ -	\$ -	\$ 184,000.00
38 - Bidding	LF1001210	LS	\$ 20,000.00	0.00%	\$ -	\$ -	\$ -	\$ 20,000.00
42 - Construction Engineering	L1001186	LS	\$ 35,000.00	0.00%	\$ -	\$ -	\$ -	\$ 35,000.00
44 - O&M Manual	L1001186	LS	\$ 15,000.00	0.00%	\$ -	\$ -	\$ -	\$ 15,000.00
48 - Permits	L1001186	LS	\$ 20,000.00	0.00%	\$ -	\$ -	\$ -	\$ 20,000.00
52 - Project Management	L1001186	LS	\$ 40,000.00	0.00%	\$ -	\$ -	\$ -	\$ 40,000.00
54 - Testing	L1001186	LS	\$ 6,000.00	0.00%	\$ -	\$ -	\$ -	\$ 6,000.00
58 - Pilot Well	L1001186	LS	\$ 30,000.00	97.55%	\$ 29,266.42	\$ 29,266.42	\$ -	\$ 733.58
62 - SS Blending Study	L1001186	LS	\$ 25,000.00	0.00%	\$ -	\$ -	\$ -	\$ 25,000.00
66 - SS SUE	L1001186	LS	\$ 20,000.00	0.00%	\$ -	\$ -	\$ -	\$ 20,000.00
68 - Survey (Design & Construction)	L1001186	LS	\$ 75,000.00	4.65%	\$ 3,489.25	\$ 3,489.25	\$ -	\$ 71,510.75
70 - Survey (Easements)	L1001186	LS	\$ 111,000.00	0.00%	\$ -	\$ -	\$ -	\$ 111,000.00
72 - SS RPR	L1001186	LS	\$ 72,000.00	0.00%	\$ -	\$ -	\$ -	\$ 72,000.00
74 - Environmental	L1001186	LS	\$ 84,000.00	23.55%	\$ 19,779.23	\$ 18,888.54	\$ 890.69	\$ 64,220.77
80 - Amendment 2	ARPA	LS	\$ 384,294.83	90.71%	\$ 348,576.74	\$ 260,120.87	\$ 88,455.87	\$ 35,718.09
90 - LFE - Geotechnical Sub	L1001186	LS	\$ 10,000.00	0.00%	\$ -	\$ -	\$ -	\$ 10,000.00
91 - ROW Agent - Subconsultant	L1001186	LS	\$ 75,000.00	4.74%	\$ 3,557.47	\$ 3,557.47	\$ -	\$ 71,442.53
92 - Amd 2 Sub Geophysical	ARPA	LS	\$ 25,800.00	100.00%	\$ 25,800.00	\$ 25,800.00	\$ -	\$ -
93 - Amd 2 Sub Test Wells	ARPA	LS	\$ 99,475.08	34.82%	\$ 34,641.09	\$ 34,641.09	\$ -	\$ 64,833.99
94 - Amd 2 Sub ROW Agent	ARPA	LS	\$ 2,060.70	100.00%	\$ 2,060.70	\$ 2,060.70	\$ -	\$ -
95 - Amd 2 ETX WPR	ARPA	LS	\$ 3,369.39	100.00%	\$ 3,369.39	\$ 3,369.39	\$ -	\$ -
Totals:			\$ 1,633,000.00	38.55%	\$ 580,560.29	\$ 491,213.73	\$ 89,346.56	\$ 1,052,439.71

Amount Due This Invoice: \$89,346.56

Should you have any questions or require additional information, please contact me.

Respectfully submitted,

David L. Marek, PE
Project Manager

10/20-cc Alisha for Agenda
11/22-cc Alisha/Brent/Hogg



INVOICE

November 12, 2025
STV Invoice No.: CIRI2000573.00 - 29

Alisha Flanary, City Secretary
City of Riesel
P.O. Box 249
Riesel, TX 76672
bookkeeper@cityofrieseil.org

Remittance Address:
CP&Y, Inc. dba STV Infrastructure
Accounts Receivable
205 West Welsh Drive
Douglassville, PA 19518-8713

Project Title: Riesel Arsenic Reduction Project
Billing Period: October 1, 2025 through October 31, 2025

Phase	Account	Payment Terms	Contract Fee	Percent Complete	Billed To-Date	Prior Billed	Currently Billing	Fee Remaining
10 - Project Planning	LF1001210	LS	\$ 87,000.00	100.00%	\$ 87,000.00	\$ 87,000.00	\$ -	\$ -
12 - TWDB Application	LF1001210	LS	\$ 15,000.00	100.00%	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -
14 - Water Conservation Plan	LF1001210	LS	\$ 4,000.00	100.00%	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -
16 - Engineering Feasibility Report	LF1001210	LS	\$ 30,000.00	0.00%	\$ -	\$ -	\$ -	\$ 30,000.00
20 - Asset Management Plan	LF1001210	LS	\$ 15,000.00	0.00%	\$ -	\$ -	\$ -	\$ 15,000.00
24 - Geological Study	LF1001210	LS	\$ 5,000.00	80.40%	\$ 4,020.00	\$ 4,020.00	\$ -	\$ 980.00
26 - Preliminary Design	LF1001210	LS	\$ 140,000.00	0.00%	\$ -	\$ -	\$ -	\$ 140,000.00
30 - Final Design	LF1001210	LS	\$ 184,000.00	0.00%	\$ -	\$ -	\$ -	\$ 184,000.00
38 - Bidding	LF1001210	LS	\$ 20,000.00	0.00%	\$ -	\$ -	\$ -	\$ 20,000.00
42 - Construction Engineering	L1001186	LS	\$ 35,000.00	0.00%	\$ -	\$ -	\$ -	\$ 35,000.00
44 - O&M Manual	L1001186	LS	\$ 15,000.00	0.00%	\$ -	\$ -	\$ -	\$ 15,000.00
48 - Permits	L1001186	LS	\$ 20,000.00	0.00%	\$ -	\$ -	\$ -	\$ 20,000.00
52 - Project Management	L1001186	LS	\$ 40,000.00	0.00%	\$ -	\$ -	\$ -	\$ 40,000.00
54 - Testing	L1001186	LS	\$ 6,000.00	0.00%	\$ -	\$ -	\$ -	\$ 6,000.00
58 - Pilot Well	L1001186	LS	\$ 30,000.00	97.55%	\$ 29,266.42	\$ 29,266.42	\$ -	\$ 733.58
62 - SS Blending Study	L1001186	LS	\$ 25,000.00	0.00%	\$ -	\$ -	\$ -	\$ 25,000.00
66 - SS SUE	L1001186	LS	\$ 20,000.00	0.00%	\$ -	\$ -	\$ -	\$ 20,000.00
68 - Survey (Design & Construction)	L1001186	LS	\$ 75,000.00	4.65%	\$ 3,489.25	\$ 3,489.25	\$ -	\$ 71,510.75
70 - Survey (Easements)	L1001186	LS	\$ 111,000.00	0.00%	\$ -	\$ -	\$ -	\$ 111,000.00
72 - SS RPR	L1001186	LS	\$ 72,000.00	0.00%	\$ -	\$ -	\$ -	\$ 72,000.00
74 - Environmental	L1001186	LS	\$ 84,000.00	23.55%	\$ 19,779.23	\$ 19,779.23	\$ -	\$ 64,220.77
80 - Amendment 2	ARPA	LS	\$ 384,294.83	95.78%	\$ 368,078.42	\$ 348,576.74	\$ 19,501.68	\$ 16,216.41
90 - LFE - Geotechnical Sub	L1001186	LS	\$ 10,000.00	0.00%	\$ -	\$ -	\$ -	\$ 10,000.00
91 - ROW Agent - Subconsultant	L1001186	LS	\$ 75,000.00	4.74%	\$ 3,557.47	\$ 3,557.47	\$ -	\$ 71,442.53
92 - Amd 2 Sub Geophysical	ARPA	LS	\$ 25,800.00	100.00%	\$ 25,800.00	\$ 25,800.00	\$ -	\$ -
93 - Amd 2 Sub Test Wells	ARPA	LS	\$ 99,475.08	34.82%	\$ 34,641.09	\$ 34,641.09	\$ -	\$ 64,833.99
94 - Amd 2 Sub ROW Agent	ARPA	LS	\$ 2,060.70	100.00%	\$ 2,060.70	\$ 2,060.70	\$ -	\$ -
95 - Amd 2 ETX WPR	ARPA	LS	\$ 3,369.39	100.00%	\$ 3,369.39	\$ 3,369.39	\$ -	\$ -
Totals:			\$ 1,633,000.00	38.75%	\$ 600,061.97	\$ 580,560.29	\$ 19,501.68	\$ 1,032,938.03

Amount Due This Invoice: \$19,501.68

Should you have any questions or require additional information, please contact me.

Respectfully submitted,

David L. Marek, PE
Project Manager

12/1 - CC Alisha for Agenda
1/29 - CC Alisha/Boen/Mogg



INVOICE

December 26, 2025
STV Invoice No.: CIRI2000573.00 - 30

Alisha Flanary, City Secretary
City of Riesel
P.O. Box 249
Riesel, TX 76672
bookkeeper@cityofrieseel.org

Remittance Address:
CP&Y, Inc. dba STV Infrastructure
Accounts Receivable
205 West Welsh Drive
Douglassville, PA 19518-8713

Project Title: Riesel Arsenic Reduction Project
Billing Period: November 1, 2025 through November 28, 2025

Phase	Account	Payment Terms	Contract Fee	Percent Complete	Billed To-Date	Prior Billed	Currently Billing	Fee Remaining
10 - Project Planning	LF1001210	LS	\$ 87,000.00	100.00%	\$ 87,000.00	\$ 87,000.00	\$ -	\$ -
12 - TWDB Application	LF1001210	LS	\$ 15,000.00	100.00%	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -
14 - Water Conservation Plan	LF1001210	LS	\$ 4,000.00	100.00%	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -
16 - Engineering Feasibility Report	LF1001210	LS	\$ 30,000.00	0.00%	\$ -	\$ -	\$ -	\$ 30,000.00
20 - Asset Management Plan	LF1001210	LS	\$ 15,000.00	0.00%	\$ -	\$ -	\$ -	\$ 15,000.00
24 - Geological Study	LF1001210	LS	\$ 5,000.00	80.40%	\$ 4,020.00	\$ 4,020.00	\$ -	\$ 980.00
26 - Preliminary Design	LF1001210	LS	\$ 140,000.00	0.00%	\$ -	\$ -	\$ -	\$ 140,000.00
30 - Final Design	LF1001210	LS	\$ 184,000.00	0.00%	\$ -	\$ -	\$ -	\$ 184,000.00
38 - Bidding	LF1001210	LS	\$ 20,000.00	0.00%	\$ -	\$ -	\$ -	\$ 20,000.00
42 - Construction Engineering	L1001186	LS	\$ 35,000.00	0.00%	\$ -	\$ -	\$ -	\$ 35,000.00
44 - O&M Manual	L1001186	LS	\$ 15,000.00	0.00%	\$ -	\$ -	\$ -	\$ 15,000.00
48 - Permits	L1001186	LS	\$ 20,000.00	0.00%	\$ -	\$ -	\$ -	\$ 20,000.00
52 - Project Management	L1001186	LS	\$ 40,000.00	0.00%	\$ -	\$ -	\$ -	\$ 40,000.00
54 - Testing	L1001186	LS	\$ 6,000.00	0.00%	\$ -	\$ -	\$ -	\$ 6,000.00
58 - Pilot Well	L1001186	LS	\$ 30,000.00	97.55%	\$ 29,266.42	\$ 29,266.42	\$ -	\$ 733.58
62 - SS Blending Study	L1001186	LS	\$ 25,000.00	0.00%	\$ -	\$ -	\$ -	\$ 25,000.00
66 - SS SUE	L1001186	LS	\$ 20,000.00	0.00%	\$ -	\$ -	\$ -	\$ 20,000.00
68 - Survey (Design & Construction)	L1001186	LS	\$ 75,000.00	0.00%	\$ -	\$ -	\$ -	\$ 75,000.00
70 - Survey (Easements)	L1001186	LS	\$ 111,000.00	0.00%	\$ -	\$ -	\$ -	\$ 111,000.00
72 - SS RPR	L1001186	LS	\$ 72,000.00	0.00%	\$ -	\$ -	\$ -	\$ 72,000.00
74 - Environmental	L1001186	LS	\$ 84,000.00	23.55%	\$ 19,779.23	\$ 19,779.23	\$ -	\$ 64,220.77
80 - Amendment 2	ARPA	LS	\$ 410,473.27	96.83%	\$ 397,451.56	\$ 359,011.71	\$ 38,439.85	\$ 13,021.71
90 - LFE - Geotechnical Sub	L1001186	LS	\$ 10,000.00	0.00%	\$ -	\$ -	\$ -	\$ 10,000.00
91 - ROW Agent - Subconsultant	L1001186	LS	\$ 75,000.00	4.74%	\$ 3,557.47	\$ 3,557.47	\$ -	\$ 71,442.53
92 - Amd 2 Sub Geophysical	ARPA	LS	\$ 25,800.00	100.00%	\$ 25,800.00	\$ 25,800.00	\$ -	\$ -
93 - Amd 2 Sub Test Wells	ARPA	LS	\$ 72,431.89	47.83%	\$ 34,641.09	\$ 34,641.09	\$ -	\$ 37,790.80
94 - Amd 2 Sub ROW Agent	ARPA	LS	\$ 2,060.70	100.00%	\$ 2,060.70	\$ 2,060.70	\$ -	\$ -
95 - Amd 2 ETX WPR	ARPA	LS	\$ 3,369.39	100.00%	\$ 3,369.39	\$ 3,369.39	\$ -	\$ -
96 - Expenses	ARPA	LS	\$ 864.75	99.31%	\$ 858.75	\$ -	\$ 858.75	\$ 6.00
Totals:			\$ 1,633,000.00	38.38%	\$ 626,804.61	\$ 587,506.01	\$ 39,298.60	\$ 1,006,189.39

Amount Due This Invoice: \$39,298.60

Should you have any questions or require additional information, please contact me.

Respectfully submitted,

David L. Marek, PE
Project Manager

12/31- cc Alisha for Agenda
1/29- cc Alisha JJ Boen / J Hogg



INVOICE

January 25, 2026
STV Invoice No.: CIRI2000573.00 - 31

Alisha Flanary, City Secretary
City of Riesel
P.O. Box 249
Riesel, TX 76672
bookkeeper@cityofrieseal.org

Remittance Address:
CP&Y, Inc. dba STV Infrastructure
Accounts Receivable
205 West Welsh Drive
Douglassville, PA 19518-8713

Project Title: Riesel Arsenic Reduction Project
Billing Period: November 29, 2025 through January 2, 2026

Phase	Account	Payment Terms	Contract Fee	Percent Complete	Billed To-Date	Prior Billed	Currently Billing	Fee Remaining
10 - Project Planning	LF1001210	LS	\$ 87,000.00	100.00%	\$ 87,000.00	\$ 87,000.00	\$ -	\$ -
12 - TWDB Application	LF1001210	LS	\$ 15,000.00	100.00%	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -
14 - Water Conservation Plan	LF1001210	LS	\$ 4,000.00	100.00%	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -
16 - Engineering Feasibility Report	LF1001210	LS	\$ 30,000.00	0.00%	\$ -	\$ -	\$ -	\$ 30,000.00
20 - Asset Management Plan	LF1001210	LS	\$ 15,000.00	0.00%	\$ -	\$ -	\$ -	\$ 15,000.00
24 - Geological Study	LF1001210	LS	\$ 5,000.00	80.40%	\$ 4,020.00	\$ 4,020.00	\$ -	\$ 980.00
26 - Preliminary Design	LF1001210	LS	\$ 140,000.00	0.00%	\$ -	\$ -	\$ -	\$ 140,000.00
30 - Final Design	LF1001210	LS	\$ 184,000.00	0.00%	\$ -	\$ -	\$ -	\$ 184,000.00
38 - Bidding	LF1001210	LS	\$ 20,000.00	0.00%	\$ -	\$ -	\$ -	\$ 20,000.00
42 - Construction Engineering	L1001186	LS	\$ 35,000.00	0.00%	\$ -	\$ -	\$ -	\$ 35,000.00
44 - O&M Manual	L1001186	LS	\$ 15,000.00	0.00%	\$ -	\$ -	\$ -	\$ 15,000.00
48 - Permits	L1001186	LS	\$ 20,000.00	0.00%	\$ -	\$ -	\$ -	\$ 20,000.00
52 - Project Management	L1001186	LS	\$ 40,000.00	0.00%	\$ -	\$ -	\$ -	\$ 40,000.00
54 - Testing	L1001186	LS	\$ 6,000.00	0.00%	\$ -	\$ -	\$ -	\$ 6,000.00
58 - Pilot Well	L1001186	LS	\$ 30,000.00	97.55%	\$ 29,266.42	\$ 29,266.42	\$ -	\$ 733.58
62 - SS Blending Study	L1001186	LS	\$ 25,000.00	0.00%	\$ -	\$ -	\$ -	\$ 25,000.00
66 - SS SUE	L1001186	LS	\$ 20,000.00	0.00%	\$ -	\$ -	\$ -	\$ 20,000.00
68 - Survey (Design & Construction)	L1001186	LS	\$ 75,000.00	0.00%	\$ -	\$ -	\$ -	\$ 75,000.00
70 - Survey (Easements)	L1001186	LS	\$ 111,000.00	0.00%	\$ -	\$ -	\$ -	\$ 111,000.00
72 - SS RPR	L1001186	LS	\$ 72,000.00	0.00%	\$ -	\$ -	\$ -	\$ 72,000.00
74 - Environmental	L1001186	LS	\$ 84,000.00	23.55%	\$ 19,779.23	\$ 19,779.23	\$ -	\$ 64,220.77
80 - Amendment 2	ARPA	LS	\$ 430,067.55	98.17%	\$ 422,206.18	\$ 397,451.56	\$ 24,754.62	\$ 7,861.37
90 - LFE - Geotechnical Sub	L1001186	LS	\$ 10,000.00	0.00%	\$ -	\$ -	\$ -	\$ 10,000.00
91 - ROW Agent - Subconsultant	L1001186	LS	\$ 75,000.00	4.74%	\$ 3,557.47	\$ 3,557.47	\$ -	\$ 71,442.53
92 - Amd 2 Sub Geophysical	ARPA	LS	\$ 25,800.00	100.00%	\$ 25,800.00	\$ 25,800.00	\$ -	\$ -
93 - Amd 2 Sub Test Wells	ARPA	LS	\$ 50,797.62	68.19%	\$ 34,641.09	\$ 34,641.09	\$ -	\$ 16,156.53
94 - Amd 2 Sub ROW Agent	ARPA	LS	\$ 2,060.70	100.00%	\$ 2,060.70	\$ 2,060.70	\$ -	\$ -
95 - Amd 2 ETX WPR	ARPA	LS	\$ 3,369.39	100.00%	\$ 3,369.39	\$ 3,369.39	\$ -	\$ -
96 - Expenses	ARPA	LS	\$ 2,904.74	99.79%	\$ 2,898.74	\$ 858.75	\$ 2,039.99	\$ 6.00
Totals:			\$ 1,633,000.00	40.02%	\$ 653,599.22	\$ 626,804.61	\$ 26,794.61	\$ 979,394.78

Amount Due This Invoice: \$26,794.61

Should you have any questions or require additional information, please contact me.

Respectfully submitted,

David L. Marek, PE
Project Manager

2/26-cc Alisha for update
1/29-cc Alisha



INVOICE

February 25, 2026
STV Invoice No.: CIRI2000573.00 - 32

Alisha Flanary, City Secretary
City of Riesel
P.O. Box 249
Riesel, TX 76672
bookkeeper@cityofriese.org

Remittance Address:
CP&Y, Inc. dba STV Infrastructure
Accounts Receivable
205 West Welsh Drive
Douglassville, PA 19518-8713

Project Title: Riesel Arsenic Reduction Project
Billing Period: January 3, 2026 through January 30, 2026

Phase	Account	Payment Terms	Contract Fee	Percent Complete	Billed To-Date	Prior Billed	Currently Billing	Fee Remaining
10 - Project Planning	LF1001210	LS	\$ 87,000.00	100.00%	\$ 87,000.00	\$ 87,000.00	\$ -	\$ -
12 - TWDB Application	LF1001210	LS	\$ 15,000.00	100.00%	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -
14 - Water Conservation Plan	LF1001210	LS	\$ 4,000.00	100.00%	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -
16 - Engineering Feasibility Report	LF1001210	LS	\$ 30,000.00	0.00%	\$ -	\$ -	\$ -	\$ 30,000.00
20 - Asset Management Plan	LF1001210	LS	\$ 15,000.00	0.00%	\$ -	\$ -	\$ -	\$ 15,000.00
24 - Geological Study	LF1001210	LS	\$ 5,000.00	80.40%	\$ 4,020.00	\$ 4,020.00	\$ -	\$ 980.00
26 - Preliminary Design	LF1001210	LS	\$ 140,000.00	0.00%	\$ -	\$ -	\$ -	\$ 140,000.00
30 - Final Design	LF1001210	LS	\$ 184,000.00	0.00%	\$ -	\$ -	\$ -	\$ 184,000.00
38 - Bidding	LF1001210	LS	\$ 20,000.00	0.00%	\$ -	\$ -	\$ -	\$ 20,000.00
42 - Construction Engineering	L1001186	LS	\$ 35,000.00	0.00%	\$ -	\$ -	\$ -	\$ 35,000.00
44 - O&M Manual	L1001186	LS	\$ 15,000.00	0.00%	\$ -	\$ -	\$ -	\$ 15,000.00
48 - Permits	L1001186	LS	\$ 20,000.00	0.00%	\$ -	\$ -	\$ -	\$ 20,000.00
52 - Project Management	L1001186	LS	\$ 40,000.00	0.00%	\$ -	\$ -	\$ -	\$ 40,000.00
54 - Testing	L1001186	LS	\$ 6,000.00	0.00%	\$ -	\$ -	\$ -	\$ 6,000.00
58 - Pilot Well	L1001186	LS	\$ 30,000.00	97.55%	\$ 29,266.42	\$ 29,266.42	\$ -	\$ 733.58
62 - SS Blending Study	L1001186	LS	\$ 25,000.00	0.00%	\$ -	\$ -	\$ -	\$ 25,000.00
66 - SS SUE	L1001186	LS	\$ 20,000.00	0.00%	\$ -	\$ -	\$ -	\$ 20,000.00
68 - Survey (Design & Construction)	L1001186	LS	\$ 75,000.00	0.00%	\$ -	\$ -	\$ 4,646.77	\$ 75,000.00
70 - Survey (Easements)	L1001186	LS	\$ 111,000.00	0.00%	\$ -	\$ -	\$ -	\$ 111,000.00
72 - SS RPR	L1001186	LS	\$ 72,000.00	0.00%	\$ -	\$ -	\$ -	\$ 72,000.00
74 - Environmental	L1001186	LS	\$ 84,000.00	23.55%	\$ 19,779.23	\$ 19,779.23	\$ -	\$ 64,220.77
80 - Amendment 2	ARPA	LS	\$ 446,224.08	99.57%	\$ 444,305.40	\$ 422,206.18	\$ 22,099.22	\$ 1,918.68
90 - LFE - Geotechnical Sub	L1001186	LS	\$ 10,000.00	0.00%	\$ -	\$ -	\$ -	\$ 10,000.00
91 - ROW Agent - Subconsultant	L1001186	LS	\$ 75,000.00	4.74%	\$ 3,557.47	\$ 3,557.47	\$ -	\$ 71,442.53
92 - Amd 2 Sub Geophysical	ARPA	LS	\$ 25,800.00	100.00%	\$ 25,800.00	\$ 25,800.00	\$ -	\$ -
93 - Amd 2 Sub Test Wells	ARPA	LS	\$ 34,641.09	100.00%	\$ 34,641.09	\$ 34,641.09	\$ -	\$ -
94 - Amd 2 Sub ROW Agent	ARPA	LS	\$ 2,060.70	100.00%	\$ 2,060.70	\$ 2,060.70	\$ -	\$ -
95 - Amd 2 ETX WPR	ARPA	LS	\$ 3,369.39	100.00%	\$ 3,369.39	\$ 3,369.39	\$ -	\$ -
96 - Expenses	ARPA	LS	\$ 2,904.74	99.79%	\$ 2,898.74	\$ 2,898.74	\$ -	\$ 6.00
Totals:			\$ 1,633,000.00	41.38%	\$ 675,698.44	\$ 653,599.22	\$ 26,745.99	\$ 957,295.56

Amount Due This Invoice: \$26,745.99

Should you have any questions or require additional information, please contact me.

Respectfully submitted,

David L. Marek, PE
Project Manager

2/27- CC Alisha for Agenda



INVOICE

March 5, 2026
STV Invoice No.: CIRI2000573.00 - 33

Alisha Flanary, City Secretary
City of Riesel
P.O. Box 249
Riesel, TX 76672
bookkeeper@cityofriesel.org

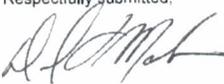
Remittance Address:
CP&Y, Inc. dba STV Infrastructure
Accounts Receivable
205 West Welsh Drive
Douglassville, PA 19518-8713

Project Title: Riesel Arsenic Reduction Project
Billing Period: January 31, 2026 through February 27, 2026

Phase	Account	Payment Terms	Contract Fee	Percent Complete	Billed To-Date	Prior Billed	Currently Billing	Fee Remaining
10 - Project Planning	LF1001210	LS	\$ 87,000.00	100.00%	\$ 87,000.00	\$ 87,000.00	\$ -	\$ -
12 - TWDB Application	LF1001210	LS	\$ 15,000.00	100.00%	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -
14 - Water Conservation Plan	LF1001210	LS	\$ 4,000.00	100.00%	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -
16 - Engineering Feasibility Report	LF1001210	LS	\$ 30,000.00	0.00%	\$ -	\$ -	\$ -	\$ 30,000.00
20 - Asset Management Plan	LF1001210	LS	\$ 15,000.00	0.00%	\$ -	\$ -	\$ -	\$ 15,000.00
24 - Geological Study	LF1001210	LS	\$ 5,000.00	80.40%	\$ 4,020.00	\$ 4,020.00	\$ -	\$ 980.00
26 - Preliminary Design	LF1001210	LS	\$ 140,000.00	0.00%	\$ -	\$ -	\$ -	\$ 140,000.00
30 - Final Design	LF1001210	LS	\$ 184,000.00	0.00%	\$ -	\$ -	\$ -	\$ 184,000.00
38 - Bidding	LF1001210	LS	\$ 20,000.00	0.00%	\$ -	\$ -	\$ -	\$ 20,000.00
42 - Construction Engineering	L1001186	LS	\$ 35,000.00	0.00%	\$ -	\$ -	\$ -	\$ 35,000.00
44 - O&M Manual	L1001186	LS	\$ 15,000.00	0.00%	\$ -	\$ -	\$ -	\$ 15,000.00
48 - Permits	L1001186	LS	\$ 20,000.00	0.00%	\$ -	\$ -	\$ -	\$ 20,000.00
52 - Project Management	L1001186	LS	\$ 40,000.00	9.41%	\$ 3,763.10	\$ -	\$ 3,763.10	\$ 36,236.90
54 - Testing	L1001186	LS	\$ 6,000.00	0.00%	\$ -	\$ -	\$ -	\$ 6,000.00
58 - Pilot Well	L1001186	LS	\$ 30,000.00	97.55%	\$ 29,266.42	\$ 29,266.42	\$ -	\$ 733.58
62 - SS Blending Study	L1001186	LS	\$ 25,000.00	0.00%	\$ -	\$ -	\$ -	\$ 25,000.00
66 - SS SUE	L1001186	LS	\$ 20,000.00	0.00%	\$ -	\$ -	\$ -	\$ 20,000.00
68 - Survey (Design & Construction)	L1001186	LS	\$ 75,000.00	8.28%	\$ 6,206.37	\$ 4,646.77	\$ 1,559.60	\$ 68,793.63
70 - Survey (Easements)	L1001186	LS	\$ 111,000.00	1.02%	\$ 1,131.71	\$ -	\$ 1,131.71	\$ 109,868.29
72 - SS RPR	L1001186	LS	\$ 72,000.00	0.00%	\$ -	\$ -	\$ -	\$ 72,000.00
74 - Environmental	L1001186	LS	\$ 46,100.00	55.26%	\$ 25,474.72	\$ 19,779.23	\$ 5,695.49	\$ 20,625.28
75 - Environmental: Horizon	L1001186	LS	\$ 37,900.00	2.90%	\$ 1,100.00	\$ -	\$ 1,100.00	\$ 36,800.00
80 - Amendment 2	ARPA	LS	\$ 446,224.08	99.80%	\$ 445,329.08	\$ 444,305.40	\$ 1,023.68	\$ 895.00
90 - LFE - Geotechnical Sub	L1001186	LS	\$ 10,000.00	0.00%	\$ -	\$ -	\$ -	\$ 10,000.00
91 - ROW Agent - Subconsultant	L1001186	LS	\$ 75,000.00	4.74%	\$ 3,557.47	\$ 3,557.47	\$ -	\$ 71,442.53
92 - Amd 2 Sub Geophysical	ARPA	LS	\$ 25,800.00	100.00%	\$ 25,800.00	\$ 25,800.00	\$ -	\$ -
93 - Amd 2 Sub Test Wells	ARPA	LS	\$ 34,641.09	100.00%	\$ 34,641.09	\$ 34,641.09	\$ -	\$ -
94 - Amd 2 Sub ROW Agent	ARPA	LS	\$ 2,060.70	100.00%	\$ 2,060.70	\$ 2,060.70	\$ -	\$ -
95 - Amd 2 ETX WPR	ARPA	LS	\$ 3,369.39	100.00%	\$ 3,369.39	\$ 3,369.39	\$ -	\$ -
96 - Expenses	ARPA	LS	\$ 2,904.74	100.00%	\$ 2,904.74	\$ 2,898.74	\$ 6.00	\$ -
Totals:			\$ 1,633,000.00	42.54%	\$ 694,624.79	\$ 680,345.21	\$ 14,279.58	\$ 938,375.21

Amount Due This Invoice: \$14,279.58

Should you have any questions or require additional information, please contact me.

Respectfully submitted,

David L. Marek, PE
Project Manager

 3/16-CC Alisha



PRIVACY POLICY NOTICE

Purpose of Notice:

American Guaranty Title respects the privacy of our customers' personal information, so we want you to know the ways in which we may collect and use non-public personal information ("personal information"). Our practices and policies are set forth in this notice.

Types of Information We May Collect:

In the course of our business, the types of personal information we may collect about you include:

- Information we receive from you or your authorized representative on applications and forms, and in other communications to us;
- Information about your transactions with us, our affiliated companies, or other information from consumer or other reporting agencies

Use and Disclosure of Information:

We use your information to provide the product or service you or your authorized agent have requested of us.

We may disclose information to our affiliated companies and unrelated companies as necessary to service your transaction, to protect against fraudulent or criminal activities, when required to do so by law, and as otherwise permitted by law.

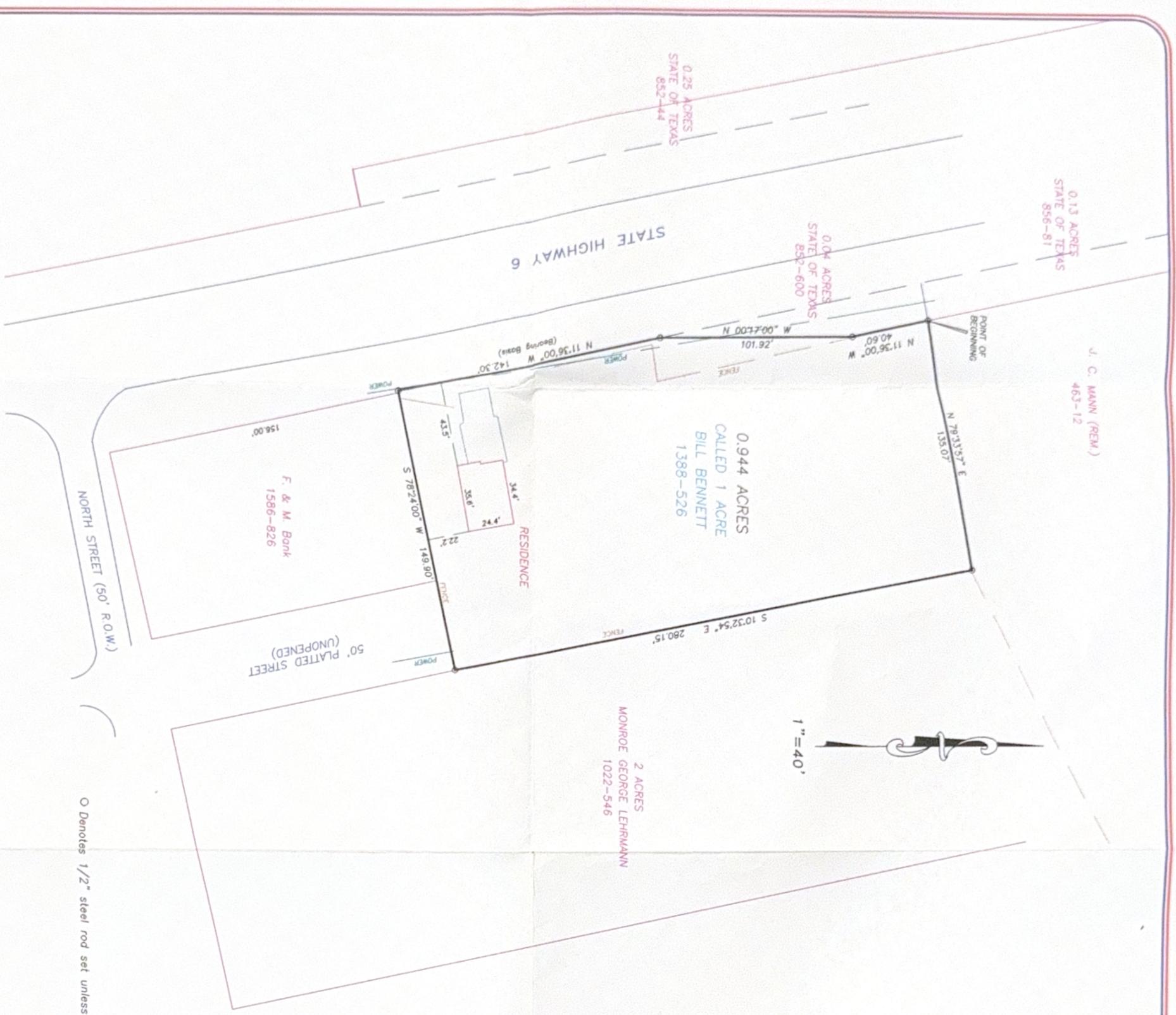
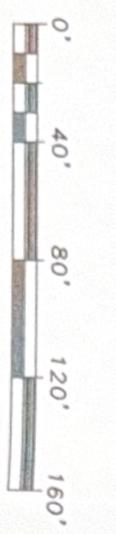
We do not share any personal information we collect from you with unrelated companies for their own use.

Protection of Your Personal Information:

We restrict access to personal information about you to those employees who need to know that information in order to provide products and services to you or for other legitimate business purposes. We maintain physical, electronic and procedural safeguards to protect your personal information from unauthorized access or intrusion.

Changes:

This notice may be revised in accordance with applicable privacy laws.



O Denotes 1/2" steel rod set unless shown otherwise.

DESCRIPTION

STATE OF TEXAS
 COUNTY OF McLENNAN

BEING all that tract of land in the Town of Riesel, McLennan County, Texas, out of the J. D. Sanchez Grant, and being part of that called one acre described in a deed to Bill Bennett recorded in Volume 1388, Page 526 of the Deed Records of McLennan County, Texas, and being further described as follows:

BEGINNING at a point on the East line of State Highway 6, and on the North line of said one acre, being the Southeast corner of that 0.13 acres described in a deed to the State of Texas recorded in Volume 856, Page 81 of the Deed Records of McLennan County, Texas, a 1/2" steel rod set for corner;

THENCE North 79 degrees 33 minutes 57 seconds East, 135.07 feet generally along a fence to a 1/2" steel rod set at the Northeast corner of said one acre;

THENCE South 10 degrees 32 minutes 54 seconds East, 280.15 feet generally along a fence to a 1/2" steel rod set at the Southeast corner of said one acre, being also the Northeast end of a platted street (unopened);

THENCE South 78 degrees 24 minutes 00 seconds West, at 50.00 feet passing the Northwest end of said platted street, in all 149.90 feet to a 1/2" steel rod set at the Southwest corner of said one acre;

THENCE along the East line of State Highway 6 as follows:

North 11 degrees 36 minutes 00 seconds West (Bearing Basis), 142.30 feet to a 1/2" steel rod set at a flare;

North 00 degrees 17 minutes 00 seconds West, 101.92 feet to a 1/2" steel rod set for corner;

North 11 degrees 36 minutes 00 seconds West, 40.60 feet to the Point of Beginning, containing 0.944 acres of land.

The plat as shown hereon was prepared from an on-the-ground survey performed under my supervision during the month of March, 2002; there are no visible easements, encroachments or protrusions except as shown hereon; from F.I.R.M. Panel 481316-0001 A, dated May 23, 1978.

April 2, 2002



Roy L. Vannoy
 Roy L. Vannoy
 R.P.L.S. No. 1988

BOUNDARY SURVEY

0.944 ACRES
 J. D. SANCHEZ SURVEY
 RIESEL, McLENNAN COUNTY, TEXAS

G. F. No. 4403

PREPARED FOR:

First American Title
 1700 North Valley Mills Drive
 Waco, Texas 76710
 254-751-9911



Vannoy & Assoc., Inc.
 Surveyors/Planners

105 Jordan Plaza Blvd., Suite 107 Tyler, Texas 75704
 Phone: (903) 592-9920, Fax: (903) 592-0058 www.vannoyinc.com

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EXHIBIT A

NOTE: Company is prohibited from insuring quantities of land.

BEING ALL THAT TRACT OF LAND IN THE TOWN OF RIESEL, MCLENNAN COUNTY, TEXAS, OUT OF THE J.D. SANCHEZ GRANT, AND BEING PART OF THAT CALLED ONE ACRE DESCRIBED IN A DEED TO BILL BENNETT RECORDED IN VOLUME 1388, PAGE 526 OF THE DEED RECORDS OF MCLENNAN COUNTY, TEXAS, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF STATE HIGHWAY 6, AND ON THE NORTH LINE OF SAID ONE ACRES, BEING THE SOUTHEAST CORNER OF THAT 0.13 ACRES DESCRIBED IN A DEED TO THE STATE OF TEXAS RECORDED IN VOLUME 856, PAGE 81 OF THE DEED RECORDS OF MCLENNAN COUNTY, TEXAS, A 1/2 INCH STEEL ROD SET FOR CORNER;

THENCE NORTH 79 DEGREES 33 MINUTES 57 SECONDS EAST, 135.07 FEET GENERALLY ALONG A FENCE TO A 1/2 INCH STEEL ROD SET AT THE NORTHEAST CORNER OF SAID ONE ACRES;

THENCE SOUTH 10 DEGREES 32 MINUTES 54 SECONDS EAST, 280.15 FEET GENERALLY ALONG A FENCE TO A 1/2 INCH STEEL ROD SET AT THE SOUTHEAST CORNER OF SAID ONE ACRE, BEING ALSO THE NORTHEAST END OF A PLATTED STREET (UNOPENED);

THENCE SOUTH 78 DEGREES 24 MINUTES 00 SECONDS WEST, AT 50.00 FEET PASSING THE NORTHWEST END OF SAID PLATTED STREET, IN ALL 149.90 FEET TO A 1/2 INCH STEEL ROD SET AT THE SOUTHWEST CORNER OF SAID ONE ACRE;

THENCE ALONG THE EAST LINE OF STATE HIGHWAY 6 AS FOLLOWS:

NORTH 11 DEGREES 36 MINUTES 00 SECONDS WEST (BEARING BASIS), 142.30 FEET TO A 1/2 INCH STEEL ROD SET AT A FLARE;

NORTH 00 DEGREES 17 MINUTES 00 SECONDS WEST, 101.92 FEET TO A 1/2 INCH STEEL ROD SET FOR CORNER;

NORTH 11 DEGREES 36 MINUTES 00 SECONDS WEST, 40.60 FEET TO THE POINT OF BEGINNING, CONTAINING 0.944 ACRES OF LAND.

BEING THE SAME PROPERTY CONVEYED TO ALGIMANTAS AND PATRICIA BUMELIS, HUSBAND AND WIFE, BY WARRANTY DEED RECORDED UNDER CLERK'S FILE NUMBER, 2002013406, OFFICIAL PUBLIC RECORDS, MCLENNAN COUNTY, TEXAS.

BEING KNOWN BY TAX OFFICE DESCRIPTION AS LOT IF, BLOCK L OF THE O'RAU ADDITION, AN UNRECORDED ADDITION.



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-04-2024

UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are TRADESMAN PLUMBING & ELECTRIC LLC (Seller) and City of Riesel (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot F1, Block L, O'RAU Lot F1 Block L Acres .944 Addition, City of Riesel, County of McLennan, Texas, known as 302 Memorial St. (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing. \$ 65,000.00
B. Sum of all financing described in the attached: [] Third Party Financing Addendum, [] Loan Assumption Addendum, [] Seller Financing Addendum.
C. Sales Price (Sum of A and B) \$ 65,000.00
D. The Sales Price [] will [] will not be adjusted based on the survey required by Paragraph 6C.

4. LEASES:

- A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property.
B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party.
(1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
(2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases.

5. EARNEST MONEY AND TERMINATION OPTION:

- A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to AGT (Escrow Agent) at 1512 Lake Air Dr.650, Riesel, TX (address): \$ 650.00 as earnest money and \$ as the Option Fee.
(1) Buyer shall deliver additional earnest money of \$ to Escrow Agent within days after the Effective Date of this contract.
(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
(3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
(4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller.

Initialed for identification by Buyer [Initials] and Seller [Initials]

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- B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.

6. TITLE POLICY AND SURVEY:

- A. TITLE POLICY: Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by _____ AGT (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
 - (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - (i) will not be amended or deleted from the title policy; or
 - (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
 - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
 - (1) Within 5 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
 - (2) Within _____ days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
 - (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

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Buyer must object the earlier of (i) the Closing Date or (ii) _____ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be

Initialed for identification by Buyer

Handwritten initials and signatures

and Seller

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required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:

- (1) Seller is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller is is not aware of any environmental hazards that materially and adversely affect the Property.

Initialed for identification by Buyer JA and Seller JS

TREC NO. 9-17

- (4) Seller is is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
- (5) Seller is is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
- (6) Seller is is not aware of any threatened or endangered species or their habitat affecting the Property.
- (7) Seller is is not aware that the Property is located wholly partly in a floodplain.
- (8) Seller is is not aware that a tree or trees located on the Property has oak wilt. If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

- A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____
- B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

- A. The closing of the sale will be on or before March 18, 2026, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
 - (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) _____

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
 - (1) Seller shall pay the following expenses (Seller's Expenses):
 - (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
 - (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: \$ _____ or _____ % of the Sales Price (check one box only); and
 - (c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses.
 - (2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.

Initialed for identification by Buyer JA and Seller JS

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B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.

C. DEMAND: Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

Initialed for identification by Buyer

JH

and Seller

JS

TREC NO. 9-17

- 19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. **FEDERAL REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non- foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- 21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: _____	To Seller at: _____
_____	_____
Phone: _____	Phone: _____
E-mail/Fax: _____	E-mail/Fax: _____
E-mail/Fax: _____	E-mail/Fax: _____
With a copy to Buyer's agent at:	With a copy to Seller's agent at:
_____	_____

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|---|
| <input type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Addendum for Section 1031 Exchange |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | <input checked="" type="checkbox"/> Other (list): <u>Intermediary</u> |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | _____ |
| <input type="checkbox"/> Addendum containing Notice of Obligation to Pay Improvement District Assessment | _____ |

23. **CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____	Seller's Attorney is: _____
_____	_____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
E-mail: _____	E-mail: _____

Initialed for identification by Buyer JA and Seller JS

TREC NO. 9-17

Contract Concerning 302 Memorial St., Riesel, TX Page 8 of 10 11-04-2024
(Address of Property)

EXECUTED the 3/3/2026 day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Signed by:
Jennifer Hopps
1BDA123EB1614B4...
Buyer
City of Riesel

Signed by:
Joseph S
850EABB91BE344E...
Seller
TRADESMAN PLUMBING & ELECTRIC LLC

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-17. This form replaces TREC NO. 9-16.

TREC NO. 9-17

BROKER INFORMATION
 (Print name(s) only. Do not sign)

<u>Other Broker Firm</u>	<u>License No.</u>	<u>Texas Premier Realty</u>	<u>Listing Broker Firm</u>	<u>License No.</u>
represents <input type="checkbox"/> Buyer only as Buyer's agent		represents <input checked="" type="checkbox"/> Seller and Buyer as an intermediary		
<input type="checkbox"/> Seller as Listing Broker's subagent		<input type="checkbox"/> Seller only as Seller's agent		

<u>Associate's Name</u>	<u>License No.</u>	<u>Antoinette Ratliff</u>	<u>Listing Associate's Name</u>	<u>License No.</u>
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<u>Team Name</u>	<u>Team Name</u>
------------------	------------------

<u>Associate's Email Address</u>	<u>Phone</u>	<u>ratliff03142019@gmail.com</u>	<u>(903)519-7175</u>
		<u>Listing Associate's Email Address</u>	<u>Phone</u>

<u>Licensed Supervisor of Associate</u>	<u>License No.</u>	<u>Licensed Supervisor of Listing Associate</u>	<u>License No.</u>
---	--------------------	---	--------------------

<u>Other Broker's Address</u>	<u>Phone</u>	<u>200 N. San Jacinto St. Suite- Back side on N.</u>	<u>(903)519-7175</u>
		<u>Listing Broker's Office Address</u>	<u>Phone</u>

<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Whitney TX 76692</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
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Selling Associate's Name License No.

Team Name

Selling Associate's Email Address Phone

Licensed Supervisor of Selling Associate License No.

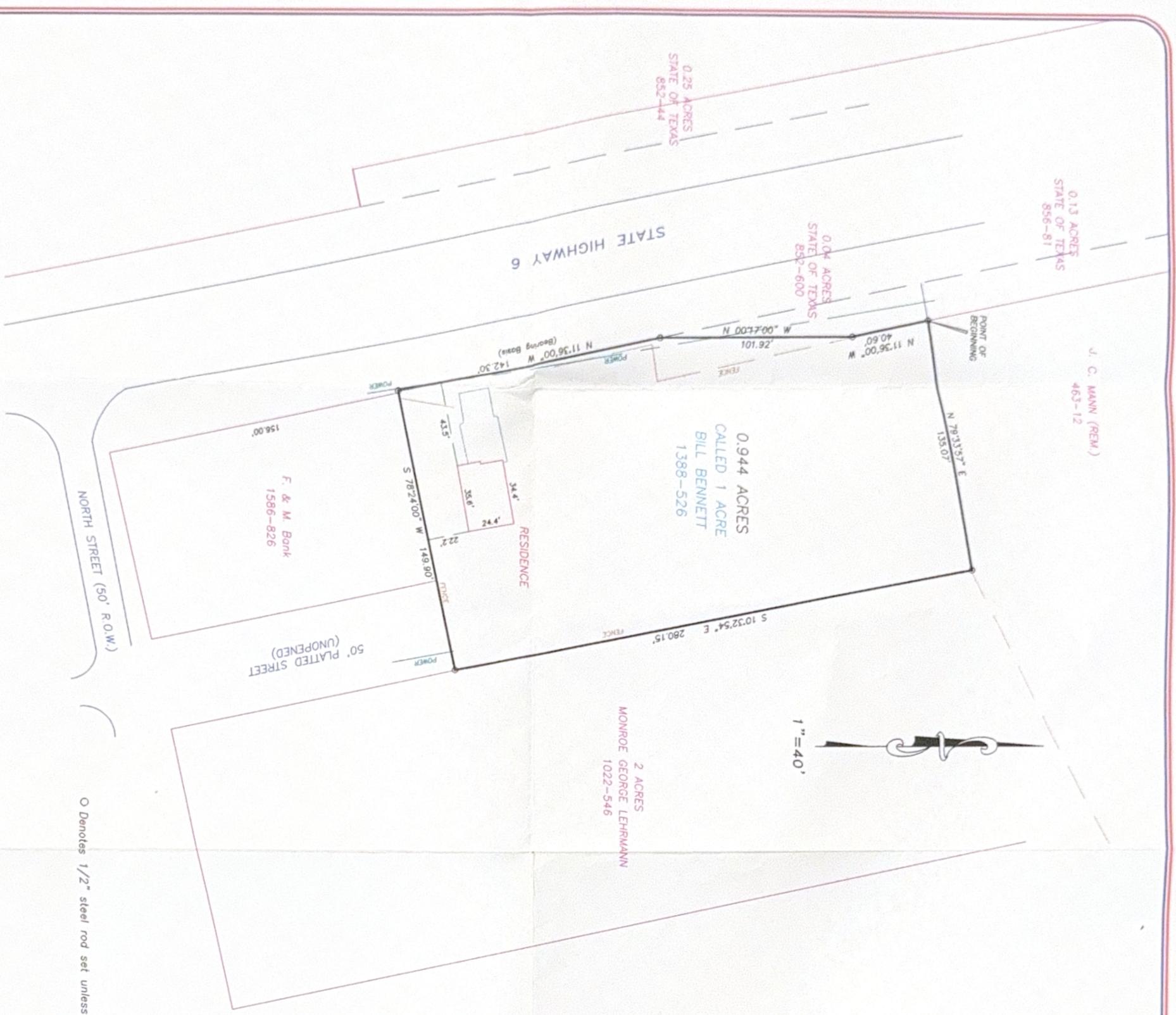
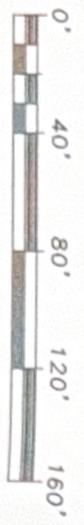
Selling Associate's Office Address

City State Zip

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (\$ _____ or **6.000** % of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT			
Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.			
Escrow Agent AGT			Date
EARNEST MONEY RECEIPT			
Receipt of \$ 650.00 Earnest Money in the form of _____ is acknowledged.			
Escrow Agent Emily Green		Received by teamgreen@agtitle.com	Date/Time
Address _____		Phone _____	
City _____	State _____	Zip _____	Fax _____
CONTRACT RECEIPT			
Receipt of the Contract is acknowledged.			
Escrow Agent Emily Green		Received by <i>Reba Barth</i>	Date 3-3-2026
Address American Guaranty Title 1512 Lake Air Dr., Suite 116		Email Address teamgreen@agtitle.com	
City Waco, Texas 76710		Phone _____	
City Ph: (254) 399-8485	State _____	Zip _____	Fax _____
Fax: (254) 399-8486			
ADDITIONAL EARNEST MONEY RECEIPT			
Receipt of \$ _____ additional Earnest Money in the form of _____ is acknowledged.			
Escrow Agent _____			Date/Time _____
Received by _____			Email Address _____
Address _____		Phone _____	
City _____	State _____	Zip _____	Fax _____

TREC NO. 9-17



O Denotes 1/2" steel rod set unless shown otherwise.

STATE OF TEXAS
COUNTY OF McLENNAN

BEING all that tract of land in the Town of Riesel, McLennan County, Texas, out of the J. D. Sanchez Grant, and being part of that called one acre described in a deed to Bill Bennett recorded in Volume 1388, Page 526 of the Deed Records of McLennan County, Texas, and being further described as follows:

- BEGINNING at a point on the East line of State Highway 6, and on the North line of said one acre, being the Southeast corner of that 0.13 acres described in a deed to the State of Texas recorded in Volume 856, Page 81 of the Deed Records of McLennan County, Texas, a 1/2" steel rod set for corner;
- THENCE North 79 degrees 33 minutes 57 seconds East, 135.07 feet generally along a fence to a 1/2" steel rod set at the Northeast corner of said one acre;
- THENCE South 10 degrees 32 minutes 54 seconds East, 280.15 feet generally along a fence to a 1/2" steel rod set at the Southeast corner of said one acre, being also the Northeast end of a platted street (unopened);
- THENCE South 78 degrees 24 minutes 00 seconds West, at 50.00 feet passing the Northwest end of said platted street, in all 149.90 feet to a 1/2" steel rod set at the Southwest corner of said one acre;
- THENCE along the East line of State Highway 6 as follows:
- North 11 degrees 36 minutes 00 seconds West (Bearing Basis), 142.30 feet to a 1/2" steel rod set at a flare;
 - North 00 degrees 17 minutes 00 seconds West, 101.92 feet to a 1/2" steel rod set for corner;
 - North 11 degrees 36 minutes 00 seconds West, 40.60 feet to the Point of Beginning, containing 0.944 acres of land.

The plat as shown hereon was prepared from an on-the-ground survey performed under my supervision during the month of March, 2002; there are no visible easements, encroachments or protrusions except as shown hereon; from F.I.R.M. Panel 481316-0001 A, dated May 23, 1978.

April 2, 2002



Roy L. Vannoy
Roy L. Vannoy
R.P.L.S. No. 1988

BOUNDARY SURVEY

0.944 ACRES
J. D. SANCHEZ SURVEY
RIESEL, McLENNAN COUNTY, TEXAS

G. F. No. 4403

PREPARED FOR:

First American Title
1700 North Valley Mills Drive
Waco, Texas 76710
254-751-9911



Vannoy & Assoc., Inc.
Surveyors/Planners

105 Jordan Plaza Blvd., Suite 107 Tyler, Texas 75704
Phone: (903) 592-9920, Fax: (903) 592-0058 www.vannoyinc.com

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Fidelity National Title Insurance Company

File No.: 26-03-5610

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A**, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

COMMITMENT FOR TITLE INSURANCE T-7 ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY

We (FIDELITY NATIONAL TITLE INSURANCE COMPANY) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

Countersigned:

**FIDELITY NATIONAL TITLE INSURANCE
COMPANY**
P.O. Box 45023, Jacksonville, FL 32232-5023

Melissa Vasquez, License #2150098
Authorized Signatory

American Guaranty Title
331 W. Highway 6, Suite A, Waco, TX 76710
T: (254) 399-8485
F: (254) 399-8486
License #: 92049

By: _____
President

By: _____
Secretary

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

--**MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

--**EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

--**EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

--**CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-(800) 442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

“Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association (“Rules”). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.”

Signature

Date



Fidelity National Title Insurance Company

SCHEDULE A

Effective Date: March 4, 2026 at 8:00 AM

GF No.: 26-03-5610

Commitment No.26-03-5610, issued March 9, 2026

1. Policy or Policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: \$65,000.00
PROPOSED INSURED: City of Riesel
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount: \$
PROPOSED INSURED:
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- f. OTHER

Policy Amount: \$
PROPOSED INSURED:

2. The interest in the Land covered by this Commitment is:
FEE SIMPLE

3. Record title to the Land on Effective Date appears to be vested in:
Tradesman Plumbing and Electric, LLC, a Texas limited liability company, doing business as Streamline Services

4. Legal Description of Land:
Being 0.944 acres of land, more or less, out of the J.D. Sanchez Grant in McLennan County, Texas, and being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes.

NOTE: Company is prohibited from insuring quantities of land

Countersigned by:



Authorized Signatory
Melissa Vasquez, License #2150098
American Guaranty Title, License #92049

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below:
This exception is hereby deleted in its entirety.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2026, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2026 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only). Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
 - a. Upon Company's receipt, review and approval of a current land title survey, and payment of any promulgated premium, item #2 can be amended to read in its entirety 'shortages in area'.

- b. Rights of parties in possession and/or rights of tenants in possession, as tenants only, under any unrecorded leases or rental agreements. (Owner's Policy Only)
- c. Any visible and apparent easements on or across the subject property, the existence of which do not appear of record.
- d. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- e. All leases, grants, exceptions or reservations of the geothermal and associated resources below the surface of the land, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of geothermal and associated resources below the surface of the land that are not listed.
- f. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. COVERED RISK 2(c) IS HEREBY DELETED (NOTE: Upon receipt of a survey acceptable to company, this exception will be deleted. Company reserves the right to add additional exceptions per its examination of said survey.) APPLIES TO OWNER POLICY (T-1) AND LOAN POLICY (T-2) ONLY. DOES NOT APPLY TO THE RESIDENTIAL OWNER'S POLICY (T-1R).
- g. Any portion of the subject property which lies within the boundaries of any roadway, public or private.
- h. Easement from Riesel Gin Company, Inc. to State of Texas, dated March 13, 1936 and recorded in [Volume 453, Page 58](#) of the Deed Records of McLennan County, Texas.

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Effective August 1, 1998, the State Board of Insurance adopted Procedural Rule P-27 which requires that "Good Funds" be received and deposited before a title agent may disburse from its Escrow Account. The term "Good Funds" is defined as: (1) cash or wire transfers; (2) certified checks, cashier's checks and teller's checks, as further described in definition "g" of this rule; (3) uncertified funds in amounts less than \$1,500.00, including checks, traveler's checks, money orders and negotiable orders of withdrawal, provided multiple items shall not be used to avoid the \$1,500.00 limitation; (4) uncertified funds in amounts of \$1,500.00 or more, drafts and any other items when collected by the financial institution; (5) State of Texas Warrants; (6) United States Treasury Checks; (7) Checks drawn on a bank, savings bank or savings and loan association insured by the FDIC and for which a transaction code has been issued pursuant to, and in compliance with, a fully executed immediately available funds procedure agreement (Form T-37) with such bank, savings bank, or savings and loan association; (8) Checks by city and county governments in the State of Texas.
6. The Owner Policy of Title Insurance (Form T-1) and the Loan Policy of Title Insurance (Form T-2) contain an arbitration provision. It allows the insured or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If the Insured wants to retain the right to sue the Company in case of a dispute over a claim, the Insured must request deletion of the arbitration provision before the Policy is issued. The Insured may do this by signing the Deletion of Arbitration Provision form and returning it to the Company at or before the closing of the real estate transaction or by writing to the Company.
7. We must be furnished with tax certificates from all authorities within those taxing jurisdictions the property is located certifying all taxes paid up to and including 2025. American Guaranty Title will obtain tax certificates unless instructed otherwise at time order is placed.
8. Beginning January 1, 2004, all deeds, mortgages and deeds of trust must include the following Notice on the front page of the document: NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE.

9. Collect and remit tax certificate fee as shown on the Tax Certificate.
10. State Guaranty Fee of \$2.00 per policy must be collected and remitted to American Guaranty Title for each policy that will be issued by American Guaranty Title.
11. Current record title holder must execute Affidavit of Debts and Liens.
12. Waiver of Inspection must be executed by the Proposed Insured if an Owner's Policy of Title Insurance is to be issued in connection with this transaction. If no Owner's Policy will be issued, Buyer/Borrower must execute an Owner's Policy Rejection Form.
13. **Company requires this Commitment to be updated 24 hours prior to closing. We reserve the right to make further exceptions.**
14. We find no outstanding mortgage lien of record against the subject property. Inquiry should be made concerning the existence of any note or other indebtedness, whether of record or not, which could give rise to a security interest in and to the subject property.
15. An updated search of Tradesman Plumbing & Electric LLC should be done on the day of closing on the website of the Comptroller of the State of Texas to confirm that their Right to Transact Business in Texas is "Active".
16. The following requirements are made with respect to Tradesman Plumbing & Electric LLC: (1) Company requires a copy of the Articles of Organization and Regulations or Operating Agreement for Tradesman Plumbing & Electric LLC, to determine management authority; (2) IF THE OPERATING AGREEMENT IS UNCLEAR AS TO AUTHORITY, Company will require a duly executed resolution, signed by all members of the LLC, specifically authorizing the proposed transaction and designating the individual(s) that may act on behalf of the LLC in the transaction; (3) Appropriate authority documentation must be provided for any entity executing documents on behalf of the LLC.
17. Company requires warranty deed from current record title holder(s) (shown in item 3 of Schedule A of this Commitment) to proposed buyer/borrower in recordable form, same to be filed of record in the Official Public Records of McLennan County, Texas.
18. Company requires authority documentation, authorizing the proposed transaction, and designating the individual(s) with authority to execute documents on behalf of the city.
19. The Transaction Confirmation Letter, which was mailed to the seller when the order for title insurance was opened, MUST be presented by the seller at closing.

**FIDELITY NATIONAL TITLE INSURANCE COMPANY
SCHEDULE D**

Pursuant to the requirements of Procedural Rule P-21 in the Basic Manual of Rules, Rates and Forms for the Writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The issuing Title Insurance Company, Fidelity National Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% or more of said corporation, directors and officers are listed below:

Shareholders: Fidelity National Title Group, Inc., which is owned 100% by FNTG Holdings, LLC, which is owned 100% by Fidelity National Financial, Inc., a publicly held company.

Directors: Joseph W. Grealish, Roger S. Jewkes, Marjorie Nemzura, Michael J. Nolan, Anthony J. Park

Officers: Michael J. Nolan, President, Chief Executive Officer, and Chairman of the Board; Anthony J. Park, Treasurer, Chief Financial Officer, and Executive Vice President; Marjorie Nemzura, Corporate Secretary and Vice President

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment: American Guaranty Title

a. A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium:
Kyle Deaver, John Deaver, Chris Sadler

b. A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1 %) or more of the Title Insurance Agent that will receive a portion of the premium:

c. If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent:

Directors:

Officers: Chuck Sivess: CEO

d. The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive: None

For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction, to which this Commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium * is:

Owner's Policy	\$ 560.00	_____
Loan Policy	\$ 0.00	_____
Endorsement Charges	\$ 0.00	_____
Other	\$	_____
Total	\$ 560.00	_____

Of this total amount: \$84.00 (or 15 %) will be paid to the policy issuing Title Insurance Company; \$476.00 (or 85 %) will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

AMOUNT	TO WHOM	FOR SERVICES
_____ (or _____ %)	_____	_____
_____ (or _____ %)	_____	_____
_____ (or _____ %)	_____	_____

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.