PUBLIC NOTICE:

RIESEL CITY COUNCIL MEETING on 3.12.2024

NOTICE IS HEREBY GIVEN that the City Council of the City of Riesel, McLennan County, Texas, will hold a **REGULAR** called meeting on Tuesday, **MARCH 12**th, **2024 at 6:30 PM** at Riesel City Hall, 104 N Hwy 6, to discuss the following matters:

1.	Call to Order; (confirm quorum); Pledge of Allegiance & Invocation		
2.	Executive Session: A closed meeting will be held pursuant to Section 551.074 of the Government Code (V.C.T.A.) for the Cit Council to deliberate the duties, evaluation, employment, and/or appointment of a public officer or employee: interview Polic Chief applicant finalists		
	Convene into Closed Session at: (time) Resume Open Session at : (time)		
3.	. Discussion and possible action regarding subject of executive session: appointment of a Police Chief		
4.	. Consider and Act to accept the resignation of Interim Police Chief, Jared Bonner		
5.	Consider and Act to appoint an Interim Chief if a permanent Police Chief was not appointed at this time, or to serve until the new Police Chief begins working for the Riesel Police Department		
6.	. Consideration and Action regarding the appointment of a new Mayor Pro Tem		
7.	EXECUTIVE SESSION: Pursuant to Government 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 FOR WATER PROJECT - ARSENIC ABATEMENT AND SITING OF WELLS		
	Convene into Closed Session at: (time) Resume Open Session at : (time)		
8.	Consideration and possible action regarding subject of executive session: LAND FOR RAAR Project – SITING OF WELLS		
9.	Consent Agenda: Consent Items are considered routine by the City Council and will be enacted on by one motion to approve		

- a. Approval of Minutes from Council Meetings on: 2/13/24, 2/27/24 & 3/7/24
- b. Payment of Bills/Payroll

clarification.

c. Monthly Financial Reports (Balance Sheet, P&L, Review of Check Registers & Bank Reconciliations)

all items listed directly below. There will be no separate discussion of these items other than asking simple questions for

- Discussion and update from Scott Wetzel from STV Inc., pertaining to the recent sewer manhole monitoring project in the Charles St. area
- 11. Discussion regarding solar panel installations, particularly ground installations without privacy fencing; impact to property values of neighboring homes; creating a potential safety hazard without proper fencing; and the need for an ordinance regulating solar panel installations in residential areas until zoning is adopted
- 12. Discussion regarding AED's (Automatic External Defibrillators)
- 13. Discussion, analysis, and action to accept the mandatory 2024 Racial Profiling Report for the calendar year ending Dec. 31, 2023; AND discussion, analysis, and action to accept the report from the previous calendar year ending on Dec. 31, 2022, which was mistakenly never presented to City Council for analysis and acceptance.
- 14. Consideration and action regarding the approval of Resolution #2024-0312, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIESEL, TEXAS ADOPTING THE OPINION OF THE CITY ATTORNEY AND DECLARING STV INC. AS A SOLE SOURCE PROVIDER
- 15. Consideration and action regarding approval of CONTRACT AMENDMENT NO.1 OF THE CITY OF RIESEL, RAAR Project (Riesel Area Arsenic Reduction Project), TWDB PROJECT NO. 62896
- 16. Discussion with Barrel Factory owner, Landon Dieterich regarding construction project on Hwy 6
- 17. Consider and act to clarify Ryan Dieterich's pay and benefits regarding his return employment as Police Sergeant.
- Monthly Reports Submitted: a. Utility Report b. Police Report c. Secretary's Report
- 19. Discussion and possible directives to staff for future agenda items, (e.g. data compilations, research, ordinances, regulations, or policies) that the members of the Council desire to be drafted for review by the Council at a subsequent meeting.

20. Adjournment

I hereby certify that this notice was placed at its present location at least 72 hours prior to the above meeting time. Originally Posted on Friday, 03/08/2024 at 7:00 pm; Amended Agenda posted Saturday, 3/9/204 at 11:30am.

NAN COUNTY OF RIESE!

Alisha Flanary, City Secretary

Alisha Flanary

Alisha Flanary

Alisha Flanary

BE IT REMEMBERED that on Tuesday, **FEB. 13, 2024**, the Riesel City Council met in a REGULAR called meeting, at 6:30 p.m. in the Riesel City Hall Meeting Room, at 104 Hwy. 6 North in Riesel, Texas, with notice of said meeting having been posted at least 72 hours in advance in accordance with Section 551, Texas Government Code.

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

Council Members Present: Ralph May, Bobby Dieterich & Paul Winkler

Employees Present: Alisha Flanary, Chelsea Kemp, Jared Bonner, Darryl Welch

Visitors Present: Linda Hogg, Tom Flanary Jr., Phyllis Koester, William Barker, Keith & Connie Ehlers, Debbie Kilgore, Glenna Sandhoff, Courtney Cormier, Robby Kirby, Robert Bailey, Jo Ferguson, Becky Kinder, Keith Pace, Dori & Rodney Dieterich

Mayor Hogg led the Pledge of Allegiance and Pastor, Robby Kirby, of Old Time Baptist Church, led the invocation.

Executive Session #1: at 6:32 PM city council members convened into a closed executive session, pursuant to Section 551.074 of the Government Code (V.C.T.A.) to deliberate the duties, evaluation, employment, and/or appointment of a public officer: APPLICANTS FOR VACANT COUNCIL MEMBER POSITION

At 7:17 PM Council reconvened into open session, stating that no action was taken during the closed meeting.

APPOINTMENT: Ralph May made a motion to appoint Bill Barker to the vacant council position. Bobby Dieterich seconded the motion, which carried unanimously. Secretary Flanary issued sworn oaths to Mr. Barker and he joined the meeting.

MAYOR: Bobby Dieterich made a motion to appoint Jennifer Hogg to the unexpired Mayor position left by Marshall Shaw's resignation. Ralph may seconded the motion, which carried unanimously. Secretary Flanary issued sworn oaths to Mrs. Hogg and she conducted the remainder of the meeting as Mayor.

APPOINTMENT: Upon a motion by Paul Winkler to appoint Debbie Kilgore to the vacant council member position left by Jennifer Hogg, and with a second by Ralph May, the motion carried with a unanimous vote. Secretary Flanary issued sworn oaths to Debbie Kilgore and she joined the remainder of the meeting.

Visitor's Comments: Linda Hogg relayed information regarding potholes on Jena St and other locations

Consent Items: Bill Barker made a motion to approve consent items: minutes from the 1/8/24, 1/9/24, 1/16/24, 1/23/24 & 1/30/24 council meetings; payment of bills and payroll and acceptance of monthly financial reports. Paul Winkler seconded the motion and it carried unanimously.

Sewer Odor: a brief update via an email was provided by engineer, Scott Wetzel, stating that manhole monitoring was underway and that a final report of their findings would be available at the regular monthly meeting in March.

Police Car Computers: with a motion made by Ralph May and a second by Bill Barker, the purchase of three Panasonic Toughbooks by former Chief Matt Cosper was ratified with a unanimous vote.

In-Car Radios: upon a motion by Debbie Kilgore and a second by Bobby Dieterich, the purchase of four new APX4500 car radios, plus installation, quoted by Motorola via Quote #2502021 for \$16,233.08, was approved with a unanimous vote.

Sandy Creek: The annual operations report by Sandy Creek Services, LLC was approved unanimously, with a motion by Paul Winkler, a second by Ralph May and with Bill Barker abstaining from the vote.

Ehlers Easement: Bobby Dieterich motioned to grant permission to Laura Ehlers & Brian Bullock to obtain an easement across city property off South Fair Park for an Oncor power line to provide power to their future new home. Paul Winkler seconded the motion and it carried unanimously.

GPS: upon a motion by Ralph May and a second by Bobby Dieterich, and with a unanimous vote, discussion regarding GPS in city vehicles was tabled.

Procurement Policy: upon a motion by Bobby Dieterich and with a second by Debbie Kilgore, discussion regarding adopting a Procurement Policy was tabled after a unanimous vote.

Racial Profiling Report: upon a motion by Bobby Dieterich and a second by Debbie Kilgore, and with a unanimous vote, discussion and approval of the annual Racial Profiling Report was tabled because the report was not available at the time of this meeting.

Executive Session #2: at 8:28 PM city council members convened into a closed executive session, pursuant to Section 551.074 of the Government Code (V.C.T.A.) to deliberate the duties, evaluation, employment, and/or appointment of a public officer: *Officer Darryl Welch*

At 9:03 PM Council reconvened into open session, stating that no action was taken during the closed meeting; In addition, Council took no action in open session regarding the subject of Executive Session #2.

Executive Session #3: at 9:04 PM city council members convened into a closed executive session, pursuant to Section 551.074 of the Government Code (V.C.T.A.) to deliberate the duties, evaluation, employment, and/or appointment of a public officer: *Chelsea Kemp*

At 9:31 PM Council reconvened into open session, stating that no action was taken during the closed meeting.

Raise in Pay: Bobby Dieterich moved to increase Chelsea Kemp's pay by seven (7) percent. Paul Winkler seconded the motion and it carried unanimously.

Executive Session #4: at 9:32 PM city council members convened into a closed executive session, pursuant to Section 551.074 of the Government Code (V.C.T.A.) to deliberate the duties, evaluation, employment, and/or appointment of a public officer: appointment of an Interim Chief

At 10:01 PM Council reconvened into open session, stating that no action was taken during the closed meeting.

Interim Chief: upon a motion by Paul Winkler and a second by Bill Barker, Jared Bonner was appointed as Interim Police Chief by a unanimous vote.

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

Adjournment: With no further business, Mayor Hogg adjourned the meeting at 10:10 PM

	
Mayor, Jennifer Hogg	Attest: Alisha Flanary, City Secretary

BE IT REMEMBERED that on Tuesday, FEB. 27, 2024, the Riesel City Council met in a SPECIAL called WORK SESSION meeting, at 6:30 p.m. in the Riesel City Hall Meeting Room, at 104 Hwy. 6 North in Riesel, Texas, with notice of said meeting having been posted at least 72 hours in advance in accordance with Section 551, Texas Government Code.

Call to Order: Mayor, Jennifer Hogg called the meeting to order at 6:32 PM

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

Employees Present: Alisha Flanary, Jared Bonner & Ryan Dieterich Visitors Present: Linda Hogg, Glenna Sandhoff, Tom Flanary Jr.

Mayor Hogg led the Pledge of Allegiance and Ralph May led the Invocation.

COUNCIL DISCUSSED THE FOLLOWING ITEMS AND TOOK NO ACTION

POLICE DEPARTMENT

FEB. 27, 2024

Chief Candidates: Jennifer Hogg stated that, in selecting a Police Chief, she believed it was important to have someone that resides in the city and is a part of the community. Bill Barker also stated the importance of having ties to the community and that it's been his experience that attrition rates are lowest with local employees. Jennifer Hogg stated that due to the small size of Riesel's police department, Council requires the police chief to be a "working" chief, not just an administrator.

Debbie Kilgore mentioned that it is highly important to hire someone who is fair and objective. Ralph May commented that an officer's objective should be to serve, not chastise or belittle. Jennifer Hogg brought up that she appreciated how Interim Chief, Jared Bonner, always introduces himself and greets visitors at council meetings. Ralph May said that some of the simplest of actions can have the most profound impact and that people had mentioned to him how Interim Chief Bonner had stopped by the coffee shop to say hello to them. He said that they really thought a lot of that and that he was personable and eager to interact with them and that they had not experienced that in a long time. Debbie Kilgore stated that the Chief must be above reproach, and honest. Jennifer Hogg mentioned that she wanted to see someone work FOR and WITH the city, not against it.

Bobby Dieterich said that the Chief and officers must maintain a good working relationship with coworkers in the police department and all other departments. Jennifer Hogg proposed the question as to whether the City really needed four officers. Regarding Shift Coverages: Interim Chief Bonner spoke about response times, overtime, and morale.

Police Vehicles: Jennifer Hogg stated that since officers have started putting more mileage on vehicles by taking them outside the city's response area daily, due to officers driving them home, the mechanical issues and fuel costs have significantly increased. Ralph May stated that the police policy does not allow for vehicles to be driven home outside of the city unless they are "assigned" to an officer and as far as he knew, Riesel had never assigned cars to individuals.

Bobby Dieterich said that if an officer is on call, they need to take the car home to keep the response time down.

Response Time: Ralph May stated that a 30-minute response time is not a benefit to the city.

Bill Barker stated that there is minimum of 22 minutes for an ambulance to respond.

Ralph May asked about Mutual Aid Agreements.

GPS: Ralph May mentioned the need to modernize.

Jennifer Hogg went on to mention that officer safety is extremely important and is a priority.

Inventory: Ralph May talked about complete inventories of all items being implemented and inventory being conducted annually. Jared Bonner recommended possibly contacting a 3rd party, neutral company to come in and do the property room/evidence inventory and that many departments do that because it is more efficient and doesn't tie up officers.

UTILITY DEPARTMENT

Streets: Pothole repairs begin this week. \$200,000 was budgeted for street maintenance for the year. This current project is probably under \$35,000 and will consist of patches and potholes.

Street Lights: repairs will be made around town over the next few weeks to ensure all street lights are working, and to possible reactivate some lights that have not been on an account in many years.

Park Lights: the lights around the walking track are not working properly and need to be replaced and need to be budgeted in the next annual budget cycle. The street lights near the park have already been reported for repairs.

Park Security: cameras would be helpful in the park to deter mischief and vandalism. This also needs to be budgeted. Discussion was also held regarding fences/gates or some barrier to prevent vehicles and ATVs from entering the park and driving on the splashpad causing damage.

Park Signs: signage at park all needs to be replaced. Quotes have been requested and new artwork is underway for new signs.

Animal Control: complaints are received about dogs and cats on a regular basis. The city does have an ordinance requiring spaying/neutering/ and microchipping. Dogs are not permitted to roam free. An unrestrained dog is illegal and could result in a costly ticket. Pet owners must keep their animals detained in their own yards and homes.

Drainage: issues regarding poor drainage have plagued the city for many years. This is an extensive problem and needs to be addressed on a large scale. There are some intersections and large culverts that need replacing. Most ditches and culverts need to have the silt, debris and dirt cleaned out to allow for proper drainage. But, homeowners are supposed to be responsible for cleaning their own ditches.

ADMINISTRATIVE

Purchasing: discussion was held regarding a purchasing policy. A sample policy was presented to council and they will be reviewing and making recommendations for the next work session.

Zoning/Development: Discussion was held regarding zoning and development.

Budget: brief discussion was held pertaining to the next budget cycle **Grants:** brief discussion was held regarding grant research and applications

ENGINEERING

Sewer Odor Monitoring: test results should be available and presented at next council meeting

Arsenic Reduction – New Well: ERT results will be presented at next meeting

Hwy 6 Utility: sewer line repairs have been made and this project is nearing completion

Shell Truckstop & Sonic: This project has been slowed down by the lack of city infrastructure being in place. But, as mentioned above, the Hwy 6 utility lines being installed by Gary Bennet is almost complete.

Hwy 6 Maintenance: maintenance on highway 6 is being planned by TxDot. This will NOT widen highway 6, but will consist of resurfacing. The only widening will be at the site of the truck stop, where a right turn lane will be installed.

CITY HALL

Discussion was held regarding shortcomings of the existing city hall, courthouse, and police department. Land adjacent to the park was purchased several years ago for a site for the new city hall. Drainage issues along the backside of the property are known to exist and may require a new facility to be 2 story. Discuss planning for future growth and needs with each department.

COUNCIL

Sandy Creek Power Plant extended an invitation to council members to come tour the plant and have lunch.

Jennifer Hogg mentioned that she wanted to show city support for the Lions Club Fair and discussion was held regarding purchasing a city booth at the event to provide community outreach from the council and police department and support staff.

Volunteers were requested for City-wide Spring Clean Up Day on April 20th.

Discussion was held pertaining to ordering polo shirts for council and possibly caps to wear at community events.

TxDOT

Bill Barker initiated discussion regarding the need for a bridge over the Brazos, between Riesel and Robinson. His concern is emergency response time to reach hospitals and for ambulance service.

Adjournment: With no further business, Mayor Hogg adjourned the meeting at 9:12 PM		
Mayor, Jennifer Hogg	Attest: Alisha Flanary, City Secretary	

BE IT REMEMBERED that on Thursday, **MAR. 7, 2024**, the Riesel City Council met in a SPECIAL called meeting, at 6:30 p.m. in the Riesel City Hall Meeting Room, at 104 Hwy. 6 North in Riesel, Texas, with notice of said meeting having been posted at least 72 hours in advance in accordance with Section 551, Texas Government Code.

Call to Order: Mayor, Jennifer Hogg called the meeting to order at 6:31 PM

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

Employees Present: Alisha Flanary, Jared Bonner & Ryan Dieterich Visitors Present: none

Pledge of Allegiance was led by Mayor Hogg. Invocation was led by Bill Barker.

Executive Session: At 6:32 PM, Council Members convened into a closed executive session, pursuant to Section 551.074 of the Government Code (V.C.T.A.) to deliberate the duties, evaluation, employment, and/or appointment of a public officer or employee: REVIEW OF POLICE CHIEF APPLICANTS

At 8:55 PM Council reconvened into open session stating that no action had been taken in executive session.

Adjournment: With no further business. Mayor Hogg adjourned the meeting at 8:56 PM

Mayor, Jennifer Hogg	Attest: Alisha Flanary, City Secretary	

8:48 AM 03/07/24 Cash Basis

City of Riesel - GENERAL FUND Balance Sheet - Bank Accounts

As of February 29, 2024

	Feb 29, 24
ASSETS Current Assets Checking/Savings 1a - Unrestricted Cash *Checking Payroll Petty Cash Court Cash General Cash Petty Cash - Other	42,828.84 29,576.66 100.00 100.00 5,000.00
Total Petty Cash	5,200.00
Total 1a - Unrestricted Cash	77,605.50
1b - Restricted Cash 2013 I & S Fund POA / Drug Seizure	177.10 100.00
Total 1b - Restricted Cash	277.10
2a - Unrestricted Investments General Fund (sept) General Fund II (may) General Fund III (june)	4,476.49 41,485.80 20,984.89
Total 2a - Unrestricted Investments	66,947.18
Charles St Project Fund General Fund Money Market *General Fund City Hall Building Drug Seizure/POA Judicial Betterment Security Technology General Fund Money Market - Other	129,168.59 2,551,670.21 313,188.48 4,335.40 8,265.98 141,768.79 160,765.26 -34,019.20
Total General Fund Money Market	3,145,974.92
Total Checking/Savings	3,419,973.29
Total Current Assets	3,419,973.29
TOTAL ASSETS	3,419,973.29
LIABILITIES & EQUITY	0.00

8:53 AM 03/07/24 Cash Basis

City of Riesel - WATER FUND Balance Sheet - Bank Accounts

As of February 29, 2024

	Feb 29, 24
ASSETS Current Assets Checking/Savings Construction Fund 3a - Unrestricted Cash Construction Checking 8528	17,043
Total 3a - Unrestricted Cash	17,043
3b - Restricted Cash Construction I & S 8536 3b - Restricted Cash - Other	123,364 29
Total 3b - Restricted Cash	123,393
Total Construction Fund	140,436
Water Fund 1a - Unrestricted Cash Checking 2002	41,220
Total 1a - Unrestricted Cash	41,220
1b - Restricted Cash 2021 TWDB Escrow 8600 2021 TWDB Principal for LF 8601 Water III I&S 4014	5,395,326 414,173 61,075
Total 1b - Restricted Cash	5,870,574
2b - Restricted Investments Water \$100,000 CD (Sept) Water III Reserve Fund	132,486 38,577
Total 2b - Restricted Investments	171,063
2c - ARPA GRANT 8597 Water Fund Money Market *Water Fund Arsenic Contingency Line Replacement Water Fund Money Market - Other	39 1,547,346 236,741 100,000 170,280 89,712
Total Water Fund Money Market	2,144,079
Total Water Fund	8,226,975
Total Checking/Savings	8,367,411
Total Current Assets	8,367,411
TOTAL ASSETS	8,367,411
LIABILITIES & EQUITY	0

8:58 AM 03/07/24 Cash Basis

City of Riesel - SEWER FUND Balance Sheet - Bank Accounts

As of February 29, 2024

	Feb 29, 24
ASSETS Current Assets Checking/Savings 1a - Unrestricted Cash Checking 6644	5,713.59
Total 1a - Unrestricted Cash	5,713.59
1b - Restricted Cash Sewer Jr I&S 0241	20,754.71
Total 1b - Restricted Cash	20,754.71
2b - Restricted Investments Sewer 1999 Reserve Bond (sept) Sewer Repair&Replacement (sept) Sewer Reserve Bond (jan)	47,877.95 6,058.71 13,710.78
Total 2b - Restricted Investments	67,647.44
Sewer Fund Money Market 1840 * Sewer Fund CLFRF Sewer Rehab Project Contingency Line Replacement Sewer Fund Money Market 1840 - Other	72,869.47 253,617.94 75,000.00 150,872.71 169,739.81
Total Sewer Fund Money Market 1840	722,099.93
Total Checking/Savings	816,215.67
Total Current Assets	816,215.67
TOTAL ASSETS	816,215.67
LIABILITIES & EQUITY	0.00

City of Riesel - General Profit & Loss YTD Comparison

	Feb 24	Oct '23 - Feb 24
Ordinary Income/Expense Income		
1 - General Government Income Franchise Fee		
Gas Companies Phone Companies	55,476.66 453.77	62,819.95 938.15
Total Franchise Fee	55,930.43	63,758.10
Interest Income 2013 I & S Charles Street Improvements General Fund General Fund III General Money Market	0.07 51.15 0.00 0.00 1,262.01	0.74 268.33 1,320.72 142.90 5,084.80
Total Interest Income	1,313.23	6,817.49
Miscellaneous Income Inspection Permit Plat Fee - Ordinance #2002-02 Restitution Pay Sign Lease Agreement	1,839.41 0.00 0.00 0.00	11,057.03 1,700.00 1,221.00 9,000.00
Total Miscellaneous Income	1,839.41	22,978.03
Mixed Beverage Tax Property Tax Income Property Tax Income - General	1,255.90	2,694.08
2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 Total Property Tax Income - General Property Tax Penalty Fee 2013 2014 2015 2016 2017	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 166.05 89,315.27 89,481.32	96.67 98.63 116.98 106.20 174.09 230.07 222.42 208.81 748.91 3,527.30 232,151.23 237,681.31
2018 2019 2020 2021 2022 2023	0.00 0.00 0.00 0.00 41.59 42.14	140.88 103.16 76.70 232.65 760.36 42.14
Total Property Tax Penalty Fee	83.73	1,962.83
Total Property Tax Income	89,565.05	239,644.14
Sales Tax Gross Collections Streets Allocation	12,913.19 3,228.30	44,825.11 11,206.28
Total Sales Tax	16,141.49	56,031.39
Total 1 - General Government Income	166,045.51	391,923.23
2 - Law Enforcement Income L.E. Income Open Records L.E. Income - Other	0.00 802.60	30.00 802.60
Total L.E. Income	802.60	832.60
Total 2 - Law Enforcement Income	802.60	832.60
3 - Court Income Child Safety Seat Fee	0.00	1,337.22

City of Riesel - General Profit & Loss YTD Comparison February 2024

	Feb 24	Oct '23 - Feb 24
Citations Overpayments Returned Checks Revenue	-466.00 -299.00 35,271.10	-2,095.78 -967.00 278,399.80
Total Citations	34,506.10	275,337.02
Security Fee Technology Fee Time Payment Fee	37.67 50.23 435.00	160.74 214.34 1,190.46
Total 3 - Court Income	35,029.00	278,239.78
IDA Tax Abatement Sandy Creek	0.00	125,000.00
Total Income	201,877.11	795,995.61
Gross Profit	201,877.11	795,995.61
Expense 1 - General Government Appraisal Expense Bank and Credit Card Fees Bond Interest Expense City Hall Maintenance & Repair City Retirement Contribution Alisha Cristen City Retirement Contribution - Other	589.66 68.10 0.00 1,742.74 258.36 201.08 0.00	1,179.32 318.96 1,717.59 2,838.74 1,182.33 923.31 -0.04
Total City Retirement Contribution	459.44	2,105.60
CPA Bookkeeping Services Election Services & Supplies Emp. Health Insurance Special Ins Services TML	3,075.00 0.00 80.70 0.00	8,775.00 772.14 322.80 8,292.44
Total Emp. Health Insurance	80.70	8,615.24
Engineer Fees Equipment Maintenance Backhoe	1,302.50 0.00	3,125.00 140.00
Tractor Equipment Maintenance - Other	28.13 0.00	332.52 187.58
Total Equipment Maintenance	28.13	660.10
House Inspection Insurance - Bonds Insurance - Property Legal Fees	0.00 0.00 0.00 3,529.01	7,949.04 462.00 2,333.38 4,625.05
Miscellaneous Expense Employee & Council Appreciation Filing Fee Publications Subscription Miscellaneous Expense - Other	0.00 -618.25 5.00 0.00 0.00	5,889.00 -2,993.21 76.90 50.00 -212.00
Total Miscellaneous Expense	-613.25	2,810.69
Office Equip. & Maintenance Computer Office Equip. & Maintenance - Other	1,014.40 0.00	3,878.27 640.97
Total Office Equip. & Maintenance	1,014.40	4,519.24
Office Supplies Park Maintenance	1,714.28 0.00	7,818.92 13.24
Payroll Taxes Phones General Gov Cell Phone Alisha Phones - Other	943.22 30.50 932.21	5,212.17 122.00 4,658.81
Total Phones	962.71	4,780.81
Postage Public Health District	0.00 889.43	198.00 1,778.86

City of Riesel - General Profit & Loss YTD Comparison

	Feb 24	Oct '23 - Feb 24
Salaries		
Alisha Wages	4,306.08	23,466.86
Total Alisha	4,306.08	23,466.86
Cristen Wages	3,346.25	18,309.10
Total Cristen	3,346.25	18,309,10
Total Salaries	7,652.33	41,775.96
Utilities Electric	670.73	2,349.65
Total Utilities	670.73	2,349.65
Workers Comp Insurance	2,056.00	4,887.22
Total 1 - General Government	26,165.13	121,621.92
2 - Law Enforcement Community Outreach L.E. Auto Work L.E. Parts L.E. Auto Work - Other	0.00 2,362.35 788.26	152.01 2,562.35 6,459.76
Total L.E. Auto Work	3,150.61	9,022.11
L.E. Cell Phones Matt Walter L.E. Cell Phones - Other	41.85 41.85 233.70	167.40 167.40 934.80
Total L.E. Cell Phones	317.40	1,269.60
L.E. City Retirement Contribute Darryl Jared Matthew Walter	237.73 261.24 1,121.62 781.44	912.95 861.66 2,458.41 1,740.93
Total L.E. City Retirement Contribute	2,402.03	5,973,95
L.E. Clothing L.E. Computer L.E. Dispatch - Radio Services L.E. Dog Catching L.E. Emp. Health Insurance Special Ins Services TML L.E. Emp. Health Insurance - Other	941.96 8,167.00 25.00 666.00 -598.78 0.00 0.00	3,553.34 8,667.00 125.00 2,877.74 -3,885.04 12,839.62 -2,395.12
Total L.E. Emp. Health Insurance	-598.78	6,559.46
L.E. Gas L.E. Legal Fees L.E. Medical L.E. Miscellaneous	1,206.76 1,800.00 0.00 0.00	6,369.62 2,400.00 409.00 136.49
L.E. New Equipment L.E. Office Equipment & Furnitu L.E. Office Supplies	0.00 0.00 156.36	7,927.24 440.00 3,775.56
L.E. Operating Supplies L.E. Payroll Taxes L.E. Postage L.E. Property Insurance L.E. Salaries Darryl Wages	99.15 635.71 39.21 0.00	7,080.74 8,384.49 39.21 3,140.00
Total Darryl	3,846.40	20,608.97
Jared Wages	4,463.83	20,356.83
Total Jared	4,463.83	20,356.83

8:47 AM 03/07/24 Cash Basis

City of Riesel - General Profit & Loss YTD Comparison

	Feb 24	Oct '23 - Feb 24
Matthew Wages	0.00	40,185.39
Total Matthew	0.00	40,185.39
Ryan Wages	0.00	0.00
Total Ryan	0.00	0.00
Walter Wages	0.00	28,449.89
Total Walter	0.00	28,449.89
Total L.E. Salaries	8,310.23	109,601.08
L.E. Training L.E. Vehicle Repair&Maintenance L.E. Worker's Comp Ins	89.00 2,435.44 0.00	292.00 3,708.16 10,311.48
Total 2 - Law Enforcement	29,843.	08 202,215.28
3 - Court Court City Retirement Contrib. Chelsea	201.37	922.08
Total Court City Retirement Contrib.	201.37	922.08
Court Contract Labor Prosecutor	0.00	4,000.00
Total Court Contract Labor	0.00	4,000.00
Court Emp. Health Insurance Special Ins Services TML	40.35 0.00	161.40 3,173.20
Total Court Emp. Health Insurance	40.35	3,334.60
Court Office Supplies	0.00	1,592.05
Court Operating Supplies Court Payroll Taxes Court Postage Court Salaries Chelsea	3,130.00 365.29 25.68 3,390.46	3,130.00 1,985.09 298.24 18.333.53
Judge Judge	1,384.62	7,615.41
Total Judge	1,384.62	7,615.41
Total Court Salaries	4,775.08	25,948.94
Court Travel/Training/Mileage Judge Court Travel/Training/Mileage - Other	250.00 0.00	250.00 293.41
Total Court Travel/Training/Mileage	250.00	543.41
Omnibase Security Fee Expense State Court Cost	0.00 49.99	906.00 221.79
Quarterly Court Cost Tertiary Care Fund (Seatbelt) Time Payment Expense	0.00 0.00 0.00	113,405.66 52.33 935.39
Total State Court Cost	0.00	114,393.38
Total 3 - Court	8,837.7	6 157,275.58
4 - Streets Operating Supplies Tools Operating Supplies - Other	0.00 49.98	459.85 49.98
Total Operating Supplies	49.98	509.83
Street Contract Labor	1,300.00	2,200.00

8:47 AM 03/07/24 Cash Basis

Net Income

City of Riesel - General Profit & Loss YTD Comparison

	Feb 24	Oct '23 - Feb 24
Street Maintenance Grass Street & Road Signs Street Maintenance - Other	0.00 0.00 1,410.71	1,000.00 482.26 1,410.71
Total Street Maintenance	1,410.71	2,892.97
Street Retirement Contribution Justin Randy	108.85 171.39	499.73 793.98
Total Street Retirement Contribution	280.24	1,293.71
Street Salaries Jeb Wages	0.00	167.77
Total Jeb	0.00	167.77
Justin Wages	1,920.90	10,019.30
Total Justin	1,920.90	10,019.30
Randy Wages	2,856.53	15,722.64
Total Randy	2,856.53	15,722.64
Total Street Salaries	4,777.43	25,909.71
Utilities (Street Lights)	1,160.12	5,642.24
Total 4 - Streets	8,978.48	38,448.46
5 - Fire Department Exterminator Insurance Utilities	0.00 0.00 494.07	90.00 2,560.74 1,008.59
Total 5 - Fire Department	494.07	3,659.33
Park Event Christmas Parade	0.00	2,463.28
Total Event	0.00	2,463.28
Park - Other	124,768.87	124,768.87
Total Park	124,768.87	127,232.15
Reconciliation Discrepancies	0.00	-0.04
Total Expense	199,087.39	650,452.68
Net Ordinary Income	2,789.72	145,542.93
Other Income/Expense Other Expense Payroll Clearing	0.00	0.00
Total Other Expense	0.00	0.00
Net Other Income	0.00	0.00
let Income	2,789.72	
	2,100.12	145,542.93

City of Riesel - Water Profit & Loss YTD Comparison February 2024

	Feb 24	Oct '23 - Feb 24
Ordinary Income/Expense		
Income Franchise Revenue Hydraulic Study	0.00 0.00	0.00 1,082.50
Interest Income Construction I & S Dividend income Water \$100,000 CD Water III Reserve Water Money Market	0.00 0.00 0.00 0.00 827.99	35.79 95,574.79 1,210.97 352.60 4,269.00
Total Interest Income	827.99	101,443.15
MS Water Supply Series 2021 Bond Repayment Sewer Revenue Tie In Fees Trash Revenue	4,628.99 3,700.00 0.00 4,000.00	22,265.60 18,500.00 0.00 24,000.00
Trash Revenue - Surcharge Trash Revenue - Other	0.00 12,620.02	37.03 59,635.30
Total Trash Revenue	12,620.02	59,672.33
Water Revenue Refunds Returned Checks	0.00 -132.31	-335.00 -457.65
Revenue	36,667.78	194,753.94
Total Water Revenue	36,535.47	193,961.29
Total Income	62,312.47	420,924.87
Gross Profit	62,312.47	420,924.87
Expense Building Maintenance City Retirement Contribution Justin Randy	0.00 57.63 85.70	0.00 307.50 482.71
Total City Retirement Contribution	143.33	790.21
Clothing Conservation Fee Dues	0.00 117.00 0.00	131.74 848.52 655.00
Emp Health Insurance Special Ins Services	833.65	4,087.55
Total Emp Health Insurance	833.65	4,087.55
Engineer Fees	1,177.50	14,924.25
Generator Insurance Property	0.00	138.15 3,858.75
Worker's Comp	0.00	2,442.16
Total Insurance	0.00	6,300.91
Interest Interest - Bond Payable	0.00	0.00
Total Interest	0.00	0.00
Lab Expense	189.18	1,811.90

City of Riesel - Water Profit & Loss YTD Comparison February 2024

	Feb 24	Oct '23 - Feb 24
Legal & Audit Fees Legal Fees	0.00	50.00
Total Legal & Audit Fees	0.00	50.00
Machinery RRM Trailer Machinery RRM - Other	0.00 0.00	0.00 162.86
Total Machinery RRM	0.00	162.86
Miscellaneous Expense Office Supplies Water Office - Office Supplies Office Supplies - Other	0.00 321.57 290.00	0.00 807.49 629.40
Total Office Supplies	611.57	1,436.89
Operating Supplies Payroll Taxes Permit Fee Phones & Pagers Cell Phones	1,285.35 183.74 100.00	9,783.37 992.04 100.00
Total Phones & Pagers	83.70	418.42
Postage Regulatory Fees Repairs/Replacement/Maintanence Royalty Fee Salaries Jeb	305.81 0.00 1,895.00 148.70	1,206.51 1,234.85 1,895.00 819.41
Wages	0.00	77.10
Total Jeb	0.00	77.10
Justin Wages	960.45	5,009.67
Total Justin	960.45	5,009.67
Randy Wages	1,428.27	7,861.34
Total Randy	1,428.27	7,861.34
Total Salaries	2,388.72	12,948.11
Storage Tank Inspection	0.00	0.00
Total Storage Tank	0.00	0.00
Tools Trash Expense	269.93 12,302.53	1,113.97 59,095.20
Travel & Training	0.00	50.00
Truck Parts Truck - Other	0.00 0.00	46.73 942.46
Total Truck	0.00	989.19
Truck (Gas)	485.64	2,264.27

8:53 AM 03/07/24 Cash Basis

City of Riesel - Water Profit & Loss YTD Comparison February 2024

	Feb 24	Oct '23 - Feb 24
Utilities Electric Navasota Electric - Other	4,766.40 697.48	24,904.46 2,388.27
Total Electric	5,463.88	27,292.73
Total Utilities	5,463.88	27,292.73
Water Line Replacement Water Meters Water Purchased MS Tri County	500.00 3,252.50 222.50 0.00	500.00 3,252.50 222.50 2,000.00
Total Water Purchased	222.50	2,222.50
Well - RMS Well Maintenance	0.00 0.00	0.00 897.10
Total Expense	31,960.23	158,413.15
Net Ordinary Income	30,352.24	262,511.72
Other Income/Expense Other Expense Ask My Accountant	0.00	0.00
Total Other Expense	0.00	0.00
Net Other Income	0.00	0.00
Net Income	30,352.24	262,511.72

City of Riesel - Sewer Profit & Loss YTD Comparison

	Feb 24	Oct '23 - Feb 24
Ordinary Income/Expense Income		
Interest Income		
1999 Fund Repair & Replacement Sewer Money Market	0.00 0.00 286.05	522.93 55.38 1,541.11
Total Interest Income	286.05	2,119.42
Sewer Revenue Revenue	11,326.24	58,867.01
Total Sewer Revenue	11,326.24	58,867.01
Tie In Fees	0.00	4,500.00
Total Income	11,612.29	65,486.43
Expense		
Bond Interest Expense City Retirement Contribution	0.00	7,077.50
Justin Randy	57.63 85.70	307.50 482.69
Total City Retirement Contribution	143.33	790.19
CLFRF-Sewer Rehab Proj	0.00	81,298.22
Insurance Property	0.00	3,858.75
Worker's Comp.	0.00	2,442.16
Total Insurance	0.00	6,300.91
Irrigation Pond Lab Expense	0.00 0.00	227.56 1,529.00
Lift Station Operating Supplies	3,247.61	3,478.61
Payroll Taxes	174.88 183.74	774.68 992.06
Regulatory Fees Permit Renewal	0.00	1,250.00
Total Regulatory Fees	0.00	1,250.00
Repairs/Replacement/Maintenance Salaries	5,146.05	10,956.91
Jeb Wages	0.00	77.10
Total Jeb	0.00	77.10
Justin Wages	960.45	5,009.67
Total Justin	960.45	5,009.67
Randy		3,000.07
Wages	1,428.27	7,861.34
Total Randy	1,428.27	7,861.34
Total Salaries	2,388.72	12,948.11
Sewer Line Replacement Tools Utilities Electric	0.00 214.99	2,534.00 214.99
Reliant Electric - Other	561.11 1,114.51	1,486.32 4,570.40
Total Electric	1,675.62	6,056.72

8:58 AM 03/07/24 Cash Basis

City of Riesel - Sewer Profit & Loss YTD Comparison February 2024

	Feb 24	Oct '23 - Feb 24
Gas	532.25	532.25
Total Utilities	2,207.87	6,588.97
Total Expense	13,707.19	136,961.71
Net Ordinary Income	-2,094.90	-71,475.28
Net Income	-2,094.90	-71,475.28

Register: 1a - Unrestricted Cash:*Checking From 02/01/2024 through 02/29/2024 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
02/01/2024			General Fund Money	Deposit		X	35,000.00	2,611.80
02/09/2024			-split-	Deposit		X	16,141.49	18,753.29
02/09/2024	eft	United States Treasury	-split-	EFTPS Payme	3,723.44		10,111115	15,029.85
02/09/2024	EFT	TMRS	Accounts Payable	Retirement Jan	6,642.75			8,387.10
02/09/2024	20836	Abraham Birdwell	Accounts Payable	Citation# 23 04	1.00			8,386.10
02/09/2024	20837	Alfred Lehmann Serv	Accounts Payable	Invoice# 994	1,300.00	X		7,086.10
02/09/2024	20838	Ambold's	Accounts Payable		199.99			6,886.11
02/09/2024	20839	American Tire Distri	Accounts Payable		3,120.31			3,765.80
02/09/2024	20840	Amy Le	Accounts Payable	Citation# 23 02	18.00			3,747.80
02/09/2024	20841	Arianne Fazila	Accounts Payable	Citation# 23 05	30.00			3,717.80
02/09/2024	20842	AT&T Wireless Serv	Accounts Payable	Acct# 2873296	431.60			3,286.20
02/09/2024	20843	Blades Group	Accounts Payable	Invoice# 18043	1,240.00	X		2,046.20
02/09/2024	20844	CTWP	Accounts Payable	Invoice# 15373	128.37			1,917.83
02/09/2024	20845	HOT Network Consu	Accounts Payable		819.40			1,098.43
02/09/2024	20846	Liberty National	Accounts Payable	Acct# 85805	166.34			932.09
02/09/2024		Quill Corporation	Accounts Payable	Invoice# 36739	56.37			875.72
02/09/2024	20848	Riesel Fuel Service	Accounts Payable	Invoice# 34503	1,727.60	X		-851.88
02/09/2024		Sydleeise Branch	Accounts Payable	Citation# 23 01	332.00			-1,183.88
02/09/2024		Texas Security Equip	Accounts Payable		941.96	X		-2,125.84
02/09/2024	20851	TML Intergovernme	Accounts Payable	Contract# 1973	2,056.00	X		-4,181.84
02/09/2024	20852	Verizon	Accounts Payable	Acct# 850-460	46.15			-4,227.99
02/09/2024	20853	Visa - Card Services	Accounts Payable	XXXXX XXX	5,063.13			-9,291.12
02/09/2024	20854	Waco-McLennan Co	Accounts Payable	Qtrly Pymt Co	889.43			-10,180.55
02/05/2024	20054	Waco McDellian Co	2 - Law Enforcement I	Deposit			802.60	-9.377.95
02/15/2024	20864	Atwoods Distributing	Accounts Payable	Invoice# 00042	49.98	X		-9,427.93
02/15/2024		Quill Corporation	Accounts Payable	Invoice# 36843	189.96			-9,617.89
02/15/2024		Riesel Rustler	Accounts Payable	Invoice# 4049	5.00			-9,622.89
02/15/2024		Turn-Key Mobile Inc	Accounts Payable		7,822.00			-17,444.89
02/15/2024	20007	rum rey moone me	General Fund Money	Park & monthl		X	140,000.00	122,555.11
02/16/2024			1 - General Governmen			X	453.30	123,008.41
02/16/2024			1 - General Governmen	•		X	802.60	123,811.01
02/16/2024	eft	Intuit	Accounts Payable	General/Water	388.77			123,422.24
02/16/2024		AutoNation Chevrolet	Accounts Payable	Invoice# 154395	2,404.24			121,018.00
02/16/2024		City of Waco Fiscal	Accounts Payable	Invoice# 30651	666.00	X		120,352.00
02/16/2024		Haley & Davis PC	Accounts Payable	Invoice# 2373	5,829.01			114,522.99
02/16/2024		HOT Network Consu	Accounts Payable	Invoice# 77617	540.00			113,982.99
02/16/2024		Huaifei Long	Accounts Payable	Citation# 23 03	11.00			113,971.99
02/16/2024		Kologik, LLC	Accounts Payable	Invoice# INV	3,000.00			110,971.99
02/16/2024		Kraftsman Commerci	Accounts Payable	Invoice# 39894	124,768.87			-13,796.88
02/16/2024		Pattillo Brown & Hil	Accounts Payable	Invoice# 480166	3,075.00			-16,871.88
02/10/2024	20002	. attino Diowii & IIII		100100	5,575.00			. 5,071.00

City of Riesel - General

Register: 1a - Unrestricted Cash:*Checking From 02/01/2024 through 02/29/2024 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
02/16/2024	20863	Windstream	Accounts Payable	Acct# 1250364	886.06	X		-17,757.94
02/23/2024	eft	United States Treasury	-split-	EFTPS Payme	3,601.06	X		-21,359.00
02/23/2024	20868	Aflac	Accounts Payable	Acct# BY511	107.77	X		-21,466.77
02/23/2024	20869	City of Waco Fiscal	Accounts Payable	Invoice# 31062	25.00	X		-21,491.77
02/23/2024	20870	CP&Y Inc	Accounts Payable		1,302.50	X		-22,794.27
02/23/2024	20871	Darian Alexandria Ec	Accounts Payable	Citation# 1680	22.00			-22,816.27
02/23/2024	20872	McLennan County A	Accounts Payable	Invoice# 43021	589.66	X		-23,405.93
02/23/2024	20873	Quill Corporation	Accounts Payable	Invoice# 37071	52.98			-23,458.91
02/23/2024	20874	Shanon Garcia	Accounts Payable	Citation# 1476	52.00			-23,510,91
02/23/2024	20875	TXU Energy	Accounts Payable	Invoice# 05200	4,136.91			-27,647.82
02/28/2024			General Fund Money	low balance		X	15,000.00	-12,647.82
02/29/2024			1 - General Governmen	Deposit		X	55,476.66	42,828.84

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

From 02/01/2024 through 02/29/2024 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
02/01/2024			-split-	Deposit		X	250.44	89,474,43
02/01/2024			Water Fund: Water Fun	Deposit		X	25,000.00	114,474.43
02/01/2024			Water Fund:1b - Restri	Water Ckg to	3,000.00		23,000.00	111,474.43
02/02/2024			-split-	Deposit Deposit	3,000.00	X	3,320.83	114,795.26
02/05/2024			-split-	Deposit		X	3,642.38	118,437.64
02/06/2024			-split-	Deposit		X	2,742.15	121,179.79
02/06/2024			-split-	Deposit		X	3,593.17	124,772.96
02/07/2024			Tie In Fees	Deposit		X	4,000.00	128,772.96
02/08/2024			-split-	Deposit		X	3,329.29	132,102.25
02/09/2024			-split-	Deposit		X	2,839.30	134,941.55
02/09/2024	17196	Frontier Waste Soluti	Accounts Payable	Invoice# 202401	11,684.28		2,037.30	123,257.27
02/09/2024	17197	Henritta Mormino v	Accounts Payable	January 2024	148.70			123,108.57
02/09/2024	17198	Keith Ace Hardware	Accounts Payable	Invoice# 215469	37.95			123,070.62
02/09/2024	17199	McLennan County G	Accounts Payable	Invoice# 2021	100.00	X		122,970.62
02/09/2024	17200	National Wholesale	Accounts Payable	INVOICE# Ss4	390.00			122,580.62
02/09/2024	17201	Sims Plastics	Accounts Payable	Invoice# 35517	396.98	X		122,183.64
02/09/2024	17202	CP&Y Inc	Accounts Payable		270.00			121,913.64
02/09/2024	17203	McLennan County G	Accounts Payable	January 2024	117.00			121,796.64
02/12/2024			-split-	Deposit		X	20,065.48	141,862.12
02/13/2024			-split-	Deposit		X	2,483.64	144,345.76
02/13/2024			Water Revenue:Return	returned check	132.31	X		144,213.45
02/14/2024			-split-	Deposit		X	4,675.06	148,888.51
02/15/2024			-split-	Deposit		X	3,708.64	152,597.15
02/15/2024			Water Fund:Water Fun	move to interes	50,000.00	X		102,597.15
02/15/2024			Due to/from Sewer Fund	january revenue	11,464.54	X		91,132.61
02/15/2024			Water Fund:Water Fun	january revenue	48,496.96	X		42,635.65
02/16/2024			-split-	Deposit		X	1,618.54	44,254.19
02/16/2024	17204	Barlow Tank Inc.	Accounts Payable	Invoice# 375	1,500.00	X		42,754.19
02/16/2024	17205	Navasota Valley Elec	Accounts Payable		4,766.40	X		37,987.79
02/16/2024	17206	CP&Y Inc	Accounts Payable	Invoice# CIRI2	435.00	X		37,552.79
02/16/2024	17207	Wallace Controls	Accounts Payable	Invoice# 48495	395.00	X		37,157.79
02/16/2024	17208	Atwoods Distributing	Accounts Payable	Invoice# 000418	54.94	X		37,102.85
02/16/2024	17209	Bio Chem Lab, Inc.	Accounts Payable	Invoice# 15634	30.00	X		37,072.85
02/16/2024	17210	Core & Main	Accounts Payable	Invoice# U183	3,252.50	X		33,820.35
02/16/2024	17211	DSHS Central Lab M	Accounts Payable	Acct CEN.471	159.18	X		33,661.17
02/20/2024			-split-	Deposit		X	3,461.96	37,123.13
02/21/2024	eft		Office Supplies	deposit slips	290.00	X		36,833.13
02/23/2024			-split-	Deposit		X	3,008.96	39,842.09
02/23/2024	17212	Core & Main	Accounts Payable	Invoice# U296	460.42	X		39,381.67
02/23/2024	17213	CP&Y Inc	Accounts Payable	Invoice# CIRI2	472.50	X		38,909.17
			D 1					

City of Riesel - Water

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

From 02/01/2024 through 02/29/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
02/26/2024			-split-	Deposit		X	776.63	39,685.80
02/26/2024	PHB023		Water Purchased:MS		222.50	X		39,463.30
02/27/2024			-split-	Deposit		X	921.04	40,384.34
02/28/2024			-split-	Deposit		X	826.14	41,210.48
02/28/2024	eft	United States Postal	Accounts Payable	February Water	252.81		020.14	40,957.67
02/29/2024			-split-	Deposit	202.01	X	262.55	
02/29/2024	PBH022		Due to/from General F	Deposit		Λ	202.33	41,220.22
02.27/2024	1 1011022		Due to/from General F					41,220.22

Register: 1a - Unrestricted Cash:Checking 6644

From 02/01/2024 through 02/29/2024 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
02/01/2024			Sewer Fund Money Ma	Deposit		X	5,000.00	10,239.87
02/09/2024	8401	Reliant Energy	Accounts Payable	Inv# 113 013 1	561.11	X		9,678.76
02/16/2024	8402	Core & Main	Accounts Payable	Invoice# U332	169.08	X		9,509.68
02/16/2024	8403	Metro Plumbing	Accounts Payable	Invoice# 2460	5,016.23	X		4,493.45
02/16/2024	8404	Star*Tex Propane, Inc.	Accounts Payable	Acct# 1116029	3,779.86	X		713.59
02/28/2024			Sewer Fund Money Ma	low balance		X	5,000.00	5,713.59



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

MEMORANDUM

MARCH 11, 2024

To: City of Riesel

Attn: Alisha Flanary, City Secretary

From: Scott Wetzel, PE

Cc: File

Project: Hydrogen Sulfide (H₂S) Gas Monitoring – Manhole 64 at E. Charles & S.

Hedwig Streets and Lift Station west of S. Fair Park Street

Project No.: CIRI2200580

BACKGROUND

This memo summarizes the work and findings resulting from the sewer gas monitoring efforts conducted on Manhole 64 (MH64) located at the intersection of E. Charles & S. Hedwig Streets and the lift station west of S. Fair Park Street, which have both been the source of odor complaints.

STV installed two Arizona Instruments Jerome 860 Hydrogen Sulfide Gas Monitors/Recorders in both the manhole and lift station wet well locations. The monitors are rated to record standard H_2S concentrations between 0.0-200.0 parts per million (ppm) and occasional spike concentrations up to 1000.0 ppm. H_2S gas is the primary odor generator that is produced by typical municipal wastewater. Therefore, monitoring for H_2S gas concentrations will indicate the degree of potential odor issues contained in the wastewater.

The monitors were installed in the two locations between the dates of February 7, 2024, and February 20, 2024. It should be noted that the monitors were originally installed to monitor the two locations during the same time period. However, the monitor at the lift station malfunctioned and required being sent to the manufacturer for repair. Consequently, STV subsequently relocated the remaining functioning monitor to the lift station wet well after completion of MH64 odor monitoring.

ODOR GENERATION

Wastewater odors are somewhat subjective to the person smelling them. However, while it is possible to detect H₂S levels as low as 0.0005 ppm, it is generally accepted that sewer odors can be detected by the human nose at H₂S concentrations as low as 0.01 ppm. Offensive odors associated with municipal wastewater occur up to approximate concentrations of 0.13 ppm. H₂S gas concentrations of 100.0 ppm are considered dangerous and can also lead to olfactory

fatigue. OSHA levels for H₂S gas state that exposures should generally not exceed 20.0 ppm.

FINDINGS

The following two charts summarize the H2S gas monitoring results collected at MH64 and the lift station wet well during the time period identified above. The red line represents an average odor detection level of 0.10 ppm by the human olfactory system. The green line represents the temperature inside the manhole/wet well as recorded by the gas monitor. Generally, as seasonal temperatures increase, so does the H₂S concentration and resulting odors generated by the H₂S gas. Consequently, odor issues will become more pronounced in hot weather than in cold weather.

There are several points of interest that can be identified from the charts.

- The odor threshold at both the lift station and MH64 are consistently at or above the 10.0 ppm level. This means that in general these locations are generating detectable odors, which explains the recurring odor complaints.
- H2S gas concentration spikes at the lift station occur regularly, which likely means that
 wastewater flows into the wet well and pump cycles that discharge wastewater from the
 lift station wet well are impacting odors. Longer residence times of wastewater in the wet
 well without new inflows, mixing, or discharge will generally result in higher
 concentrations of H₂S and odors due to the depletion of oxygen in the wastewater.
- H2S gas concentrations at MH64 are generally lower than those recorded at the lift station. However, the concentrations at MH64 are still mostly at or above the 10.0 ppm odor threshold, indicating that odors generated at the manhole are prevalent.
- One significant note concerning the MH64 H₂S chart is the long gap of extremely low H₂S concentration on February 8 and February 9 prior to the very large spike to 1430.2 ppm. This is most likely due to very low flows into the lift station that did not require the pumps to operate during that period or the lift station being temporarily out of service during this time, which allowed the wastewater in the lift station wet well to incubate and become septic due to low oxygen level in the wastewater, thus generating H₂S and odor potential. Once the pumps began discharging the high concentrated H₂S water to MH64, the result was the large spike in H₂S gas (and odors) concentrations at MH64 as it volatilized into the atmospheric.

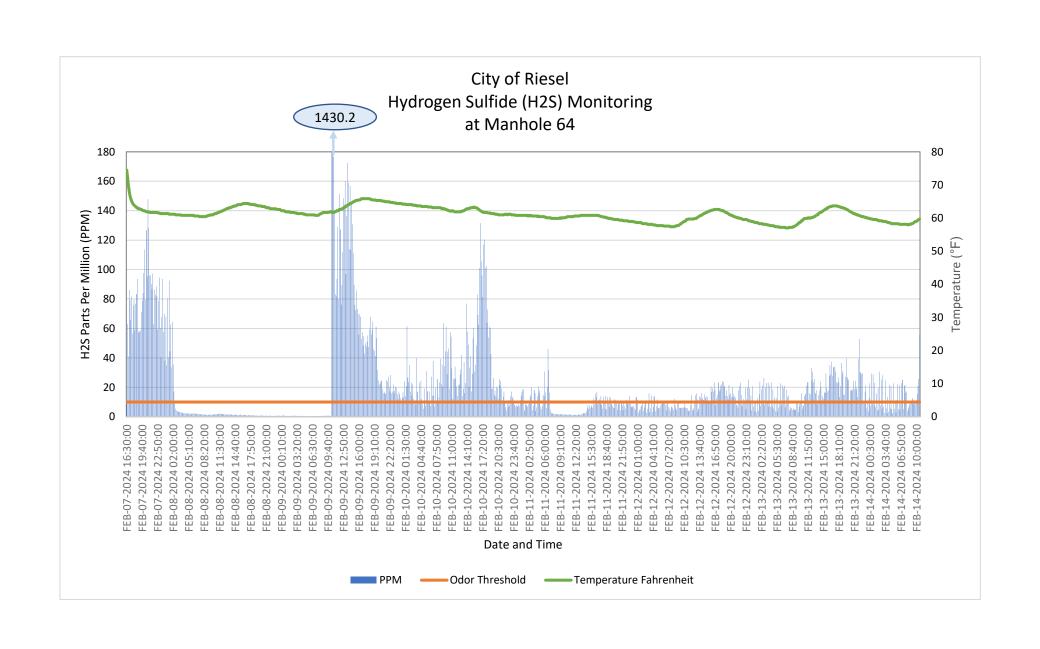
CONCLUSIONS

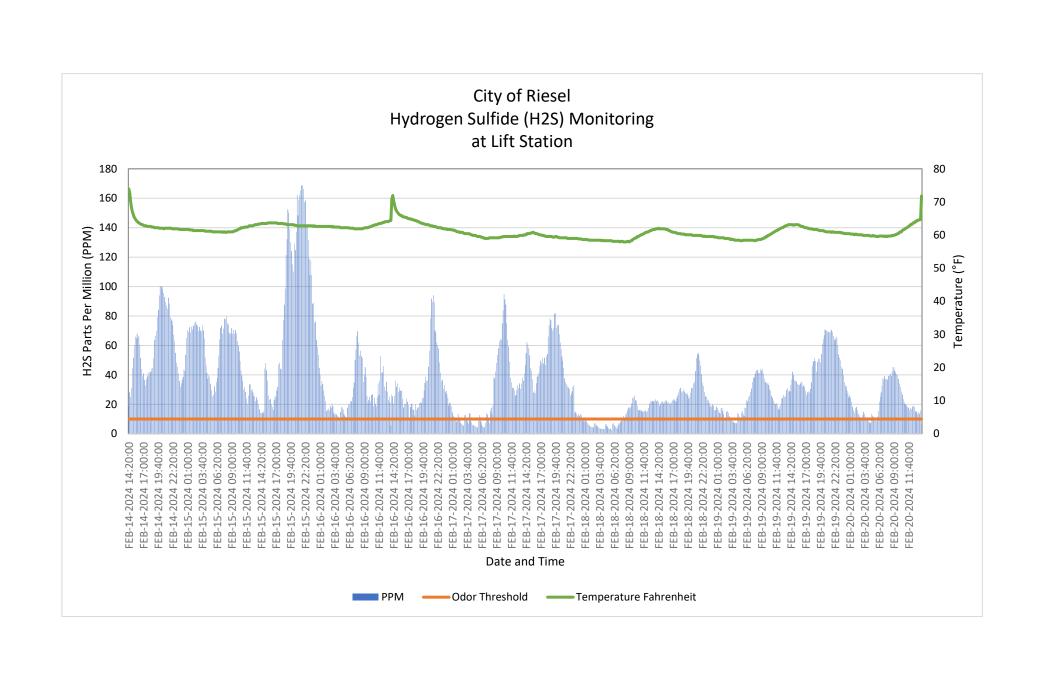
The findings are conclusive that the odor generating potential of the wastewater at the lift station is significant and as such, is resulting in odors being released at MH64 when the pumps at the lift station discharge the wastewater into MH64. It is likely that other upstream lift stations and/or collections basins that ultimately discharge wastewater to the lift station west of S. Fair Park Street may also be contributing to the H_2S and odor problem. More monitoring would be required to confirm this. However, since the odor complaints have been primarily stemming from problems at MH64, it would be most logical to address the problems at the S. Fair Park Street lift station first and then if needed focus on other locations that could be further contributing to the problem.

There are several options and methods available to address this issue. It should be noted that

treating wastewater odor issues is not always a straightforward endeavor. This is due to ever varying wastewater characteristics, temperature changes, atmospheric fluctuations, etc. Sometimes it requires more than one method to address odor problems. With that said, the following are the most feasible options to address the odor concerns for the City of Riesel and this size system, each with its own set of advantages and disadvantages.

- Chemical Addition This is the most common method of treating wastewater odors for smaller systems. The advantage of this system is that it has low upfront capital costs. The disadvantage is that it requires ongoing operations and maintenance (O&M) costs due to regular chemical purchases and dosing pump maintenance. The City can work with a chemical representative who will test the wastewater and conduct a pilot system to find the best performing chemical to sequester the H₂S concentrations and help control odors.
- Gaseous Odor Control These systems vary widely in their method to control odors. In general, they capture the air in the lift station wet well and/or manhole and treat it to mitigate odors escaping into the atmosphere. The advantage of these system is they are very effecting in limiting odor and generally have moderate O&M costs (electricity, equipment, media replacement), depending on the system. The disadvantage of these systems is that they typically have high upfront capital costs and only treat the air and generally not the liquid wastewater. Thus, the wastewater can cause problems in the system farther downstream as the H₂S concentrations can remain elevated.
- Mixing/Aeration Since wastewater odors are primarily a result of high H₂S concentrations, and high H₂S concentrations are a result of low oxygen levels in the wastewater, mechanically (or chemically) introducing oxygen into the wastewater can resolve wastewater odor problems. The advantage of this system is it uses atmospheric air to introduce oxygen (approximately 21%) into the wastewater and no media replacement is required. A variation of this method is to use 100% oxygen injection, but this requires purchasing chemical oxygen on a regular basis. The disadvantage of this system is the O&M costs associated with running and maintaining the mixers and/or mechanical aerator system.







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

MEMORANDUM

MARCH 11, 2024

To: City of Riesel

Attn: Alisha Flanary, City Secretary

From: Scott Wetzel, PE

Cc: File

Project: Hydrogen Sulfide (H₂S) Gas Monitoring – Manhole 64 at E. Charles & S.

Hedwig Streets and Lift Station west of S. Fair Park Street

Project No.: CIRI2200580

BACKGROUND

This memo summarizes the work and findings resulting from the sewer gas monitoring efforts conducted on Manhole 64 (MH64) located at the intersection of E. Charles & S. Hedwig Streets and the lift station west of S. Fair Park Street, which have both been the source of odor complaints.

STV installed two Arizona Instruments Jerome 860 Hydrogen Sulfide Gas Monitors/Recorders in both the manhole and lift station wet well locations. The monitors are rated to record standard H_2S concentrations between 0.0-200.0 parts per million (ppm) and occasional spike concentrations up to 1000.0 ppm. H_2S gas is the primary odor generator that is produced by typical municipal wastewater. Therefore, monitoring for H_2S gas concentrations will indicate the degree of potential odor issues contained in the wastewater.

The monitors were installed in the two locations between the dates of February 7, 2024, and February 20, 2024. It should be noted that the monitors were originally installed to monitor the two locations during the same time period. However, the monitor at the lift station malfunctioned and required being sent to the manufacturer for repair. Consequently, STV subsequently relocated the remaining functioning monitor to the lift station wet well after completion of MH64 odor monitoring.

ODOR GENERATION

Wastewater odors are somewhat subjective to the person smelling them. However, while it is possible to detect H₂S levels as low as 0.0005 ppm, it is generally accepted that sewer odors can be detected by the human nose at H₂S concentrations as low as 0.01 ppm. Offensive odors associated with municipal wastewater occur up to approximate concentrations of 0.13 ppm. H₂S gas concentrations of 100.0 ppm are considered dangerous and can also lead to olfactory

fatigue. OSHA levels for H₂S gas state that exposures should generally not exceed 20.0 ppm.

FINDINGS

The following two charts summarize the H2S gas monitoring results collected at MH64 and the lift station wet well during the time period identified above. The red line represents an average odor detection level of 0.10 ppm by the human olfactory system. The green line represents the temperature inside the manhole/wet well as recorded by the gas monitor. Generally, as seasonal temperatures increase, so does the H₂S concentration and resulting odors generated by the H₂S gas. Consequently, odor issues will become more pronounced in hot weather than in cold weather.

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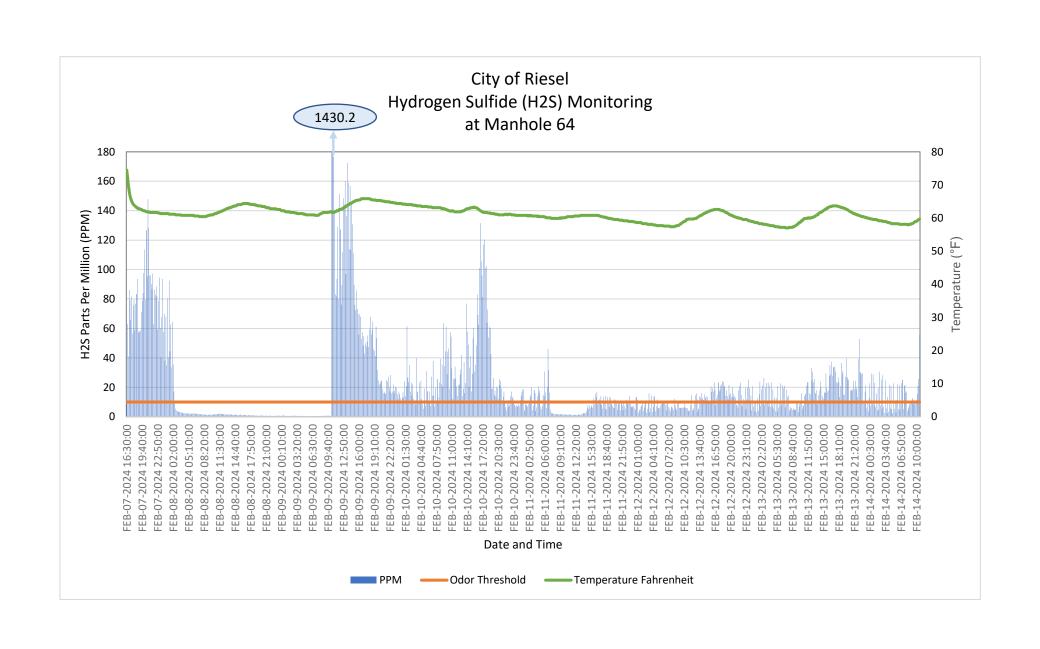
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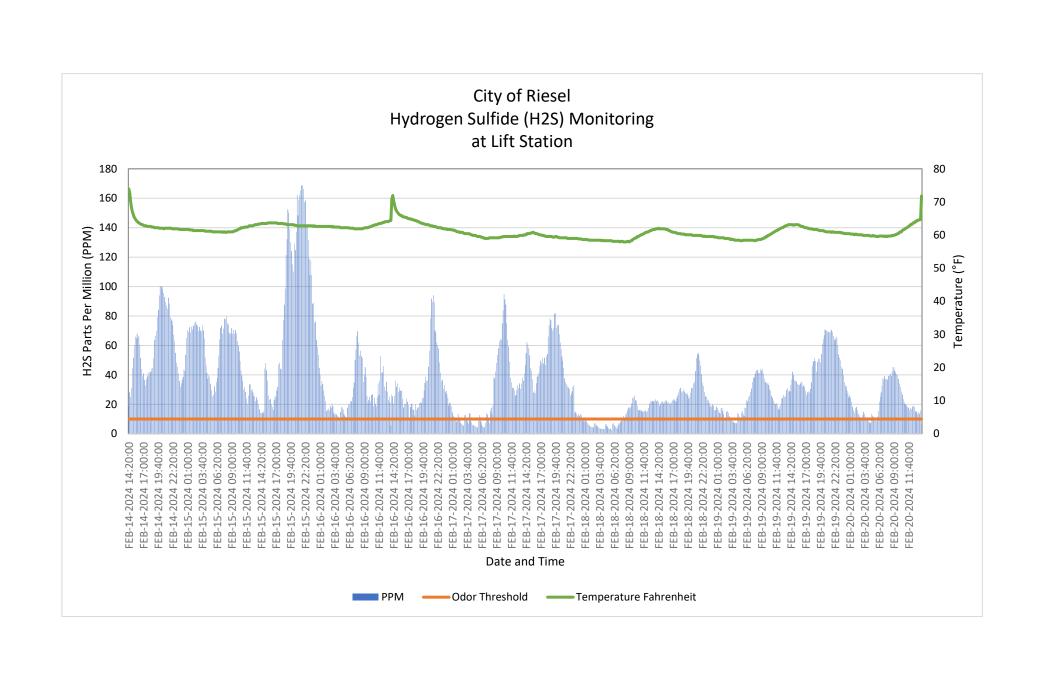
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RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIESEL, TEXAS ADOPTING THE OPINION OF THE CITY ATTORNEY AND DECLARING STV AS A SOLE SOURCE PROVIDER

WHEREAS, STV is the engineer for the arsenic mitigation project;

WHEREAS, The history of STV's service to the City on the project is set out in the City Attorney's Opinion attached hereto; and

WHEREAS, the City Attorney has opined that STV is a sole source provider of the engineering services for the project.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIESEL, TEXAS that:

- 1. the City Attorney's Opinion attached hereto is adopted by the Council; and
- 2. the City finds that STV is a sole source provider under 200 CFR 320 (c)(2).

MAYOR

SOLE SOURCE OPINION OF THE CITY ATTORNEY

The City of Riesel, Texas had hired CP&Y, Inc. (now CP&Y, Inc. dba STV Infrastructure) (STV) to find and engineer a solution to arsenic issues with its water, as well as find funding for the Project. The work started under a Task Order issued under a Master Agreement dated March 2016. From 2017-2021, STV worked on both finding a solution to the arsenic issue and finding a source of funding. STV assisted Riesel in obtaining funding assistance from the Texas Water Development Board in 2021. On May 20, 2021, the City and STV entered into an agreement specifically relating to engineering a solution to the arsenic problem and administering the Project. STV continued working on solutions and finally settled on using Brazos Alluvium wells to blend with the City's water to bring the arsenic levels down. All of this occurred before ARPA. I would have to believe that nothing in ARPA would require the removal of an engineer on a project that preexists ARPA.

STV has all of the knowledge of the Project and the City's needs. STV has done all of the testing to find alluvium water. The City is under an EPA deadline that could result in \$30,000 per day fines. The Alluvium solution is a very "out of the box" solution that has required much study and testing. No other engineer could step in and pick-up this Project. Another engineer would need a substantial period of time just to get up to speed. The City does not have that time. The EPA has held up on fines because of the progress being made on the project. A long delay could subject the City to fines. In addition, this is a public health and safety matter that requires that a solution be engineered and constructed with great haste.

Since STV was already the engineer for the Project when ARPA began, already had bult up the knowledge for the project before ARPA began, and was working diligently to resolve the problem before ARPA began; they are a sole source for engineering on the project. Even assuming that there was time to go out for engineers, no engineer could catch up to where STV already is on this project without a significant delay in the project which, again, would put the City at risk for EPA fines and would delay a project necessary for public health and safety.

It is my opinion that STV is a sole source under 2 CFR 320 (c)(2), or that there is public exigency preventing bidding out engineering services under 2 CFR 320 (c)(3).

Mike Dixon

City Attorney

2-27-2024

CONTRACT AMENDMENT NO. <u>1</u>

CITY OF RIESEL RIESEL AREA ARSENIC REDUCTION (RAAR) PROJECT, TWDB PROJECT NO. 62896 ("PROJECT")

This Amendment shall be made a part of the Agreement Between Owner and Engineer for Professional Services between the <u>City of Riesel</u> and <u>CP&Y</u>, <u>Inc.</u> for the <u>Riesel Area Arsenic Reduction (RAAR)</u> Project. This Contract was entered into on <u>May 20, 2021.</u> The following changes are as follows:

JUSTIFICATION:

- The attached ARPA Contract Clauses are required under the American Rescue Plan Act State and Local Fiscal Recovery Fund, ensuring compliance with 2 CFR Part 200 and shall become a part of the May 20, 2021 Agreement.
- A Certificate of Filing of CP&Y, Inc. dba STV Infrastructure is attached for the change in firm name.

CP&Y, Inc. dba STV Infrastructure	City of Riesel		
Signature:	Signature:		
By: <u>David L. Marek</u> , PE	By:		
Title: Vice President	Title:		
Date:	Date:		

Contract Clauses Required under the American Rescue Plan Act (ARPA)

State and Local Fiscal Recover Fund

Compliance Supplement (date 04/2022) states the County/Subrecipient must, "ensure that every contract includes the applicable contract clauses required by 2 CFR section 200.327."

2 CFR Section 200.327 states that, "The Non-Federal entity's contracts must contain the applicable provisions described in Appendix II to this part [2 CFR Part 200]."

Appendix II to 2 CFR Part 200 states that, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards lists the following contact provision that are required... all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable."

- 1. Contracts for more than the simplified acquisition threshold administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2. Contracts for more than \$10,000 termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- 3. Equal Employment Opportunity.
- 4. Davis-Bacon Act,
- 5. Contract Work Hours and Safety Standards Act
- 6. Rights to Inventions Made Under a Contract or Agreement.
- 7. Clean Air Act
- 8. Debarment and Suspension
- 9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
- 10. See § 200.323. § 200.323 Procurement of recovered materials.
- 11. See § 200.216. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- 12. See § 200.322. Domestic preferences for procurements.

We have taken the liberty of compiling the content of these required contract provision below. Please note, FORVIS is providing guidance, but is not a legal firm and is in no way providing legal advice. We recommend consulting with an attorney for contract law requirements, provisions, and enforceability of the outlined provisions.

1. Termination.

- a. Termination for Convenience: The Contract may be terminated by the Contractee without cause, in whole or in part, at any time during the term specified in the Contract, by providing the other party thirty (30) calendar days advance written notice of the termination. The Contract may be suspended by the Contractee without cause, in whole or in part, at any time during the term specified in the Contract, by providing the Contractor thirty (30) calendar days advance written notice of the suspension.
- b. Termination for Default: The Contractee may terminate or suspend this Contract, in whole or in part, upon ten (10) days advance written notice if: (1) the Contractor breaches any duty, obligation, or service required pursuant to this Contract. If the Contract is terminated by the Contractee pursuant to Contract or this Appendix, the Contractor shall be liable for damages, including any additional costs of procuring similar goods or services from another source. If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation or nonperformance of required goods, the Contractor shall return to the Contractee immediately any funds, misappropriated or unexpended, that have been paid to the Contractor by the Contractee.
- c. Termination for Non-Appropriation: If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in the Contractor, the Contractee may, upon ten (10) days advance written notice to the Contractor, terminate or suspend this Contract in whole or in part. If the Contract is terminated or suspended as provided in this Section: (1) the Contractee will be liable only for payment in accordance with the terms of this Contract for goods delivered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further goods pursuant to the Contract as are affected by the termination or suspension.
- d. Non-Waiver of Rights: Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or by law or equity that either party may have if any of the obligations, terms, and conditions set forth in this Contract are breached by the other party.
- 2. <u>Equal Employment Opportunity</u>. The Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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) The Contractor 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 contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor 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) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering 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 Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction 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) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and 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. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the party so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

3. <u>Davis-Bacon; Prevailing Wage</u>. If any purchase exceeds \$2,000 <u>and</u> federal funds in addition to ARPA funds will be used, the Contract shall include the necessary Davis-Bacon Act clause addressing prevailing wage rates, as applicable.

Alternatively, to the extent required by Law, Contractor agrees to pay not less than the prevailing hourly rate of wages to all of its workers performing work for the public use or benefit or that uses public funds under this Agreement, or, alternatively, as applicable, the public works contracting minimum wage. The prevailing hourly rate of wages shall be those as set out in the Wage Order attached to and made part of the Contract. Each worker shall be paid the locally prevailing wage or public works contracting minimum wage, as applicable,

pursuant $\S\S 290.210 - 290.340$, RSMo. and pursuant to each workers' scope of work and in accordance with the occupational titles and work descriptions set forth in state regulation.

Contractor agrees to keep full and accurate records of the names, occupations and crafts of every worker employed by it in connection with the Agreement, together with an accurate record of the number of hours worked by each worker and the actual wages paid for a period of one year following completion of the Work. Contractor shall provide these records at the end of each month during the Project. Contractor shall post a legible list of prevailing wage rates in a prominent and easily accessible place at the work site for the full time that any worker is on the job. Upon completion of the Project and prior to final payment, Contractor agrees to complete and certify in an affidavit stating that the Contractor has fully complied with the Missouri Prevailing Wage law.

Contractor agrees to be responsible for payment of any penalty to the Contractee of One Hundred Dollars (\$100) per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work performed under this Agreement by Contractor.

- 4. Contract Work Hours and Safety Standards Act. Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of forty (40) hours. Work in excess of the standard workweek 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 forty (40) hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall 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.
- 5. Rights to Inventions Made Under a Contract or Agreement. If a Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401.
- 6. <u>Clean Air Act & Federal Water Pollution Control Act</u>. Where applicable, all contracts for the purchase of goods in excess of \$150,000, Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251. Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to Contractee and understands that the Contractee will, in turn, report

each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

7. <u>Suspension and Debarment</u>. If this Contract is a covered transaction for purposes of federally funded grant requirements, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. Debarment status may be verified at https://www.sam.gov. By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by Contractee. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to Contractee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions

- 8. <u>Byrd Anti-Lobbying Amendment</u>. Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee or a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency.
- 9. <u>Procurement of Recovered Materials</u>. Where applicable, within the performance of this Contract involving the use of materials, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired. Contractor agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- 10. <u>Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment</u>. Contractor agrees to comply with all requirements of 2 CFR 200.216 regarding prohibition on certain telecommunications and video surveillance services or equipment. Contractor asserts that this Contract does not relate to such prohibited telecommunications and video surveillance services or equipment.
- 11. <u>Domestic Preference</u>. Contractor should, to the greatest extent practicable under Federal award, provide a preference of the purchase, acquisition, or use of goods, products, or

materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) pursuant with 2 CFR § 200.322. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.



Office of the Secretary of State

CERTIFICATE OF FILING OF

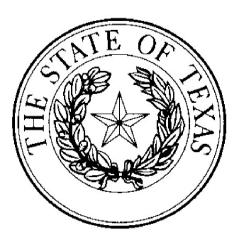
CP&Y, INC. File Number: 53351100 Assumed Name: STV Infrastructure

The undersigned, as Deputy Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Deputy Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 12/21/2022

Effective: 12/21/2022



Jose A. Esparza Deputy Secretary of State

Phone: (512) 463-5555 Fax: (512) 463-5709 Dial: 7-1-1 for Relay Services
Prepared by: WEBSUBSCRIBER TID: 10342 Document: 1207752670003

BUILDING PERMIT APPLICATION Phone: (254) 896-6501 PO Box 249 or 104 N. Hwy 6 Riesel, TX 76682 Email: citysecretary@cityofriesel.org **Barrel Factory** 150,000 Project Name: Valuation: 1600 W Road Runner Tr Riesel TX 76682 Project Address: Zoning: __ Addition Remodel Finish Out Project Description: Electrical Mechanical Plumbing Other Building, concrete, pluming, electrical, water, septic SCOPE OF WORK: Is property in a Flood Plain? NO X YES (If YES, provide Flood Plain Certificate) Does the building have a FIRE SPRINKLER? NO X YES OWNER INFORMATION Landon Dieteric Landon Dieterich 3312 E lake creek road riesel, tx, 76682 OWNER NAME PROJECT CONTACT PERSON landondieterich98@gmail.com 2546405491 **EMAIL ADDRESS** PHONE NUMBER **CELL NUMBER CONTRACTORS COMPANY NAME CONTACT PERSON** PHONE NUMBER **EMAIL ADDRESS** LICENSE NUMBER John Scales 2544986431 sscales engineering **ENGINEER** ARCHITECT **Derick Jenkins** 2547212944 Jenkins Construction GENERAL CONTRACTOR MECHANICAL CONTRACTOR **ELECTRICAL CONTRACTOR** Blackburn pluming 2544952413 Wayne Blackburn PLUMBING CONTRACTOR navasoda valley TPO ENERGY PROVIDER A permit becomes null and void if work or construction is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. All permits require final inspection. A CERTIFICATE OF OCCUPANCY MUST BE ISSUED BEFORE ANY BUILDING IS OCCUPIED. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with, whether specified or not. The granting of a permit does not presume to give authority to vi8olate or cancel the provisions of any other state or local law regulating construction or the performance of construction. 3/11/20242 Landon Dieterich Signature Date Building Permit Fee: Total Fees: ___ Receipt Number: Plan Review Fee: Water Tap Fee: Issue Date: _____ Issued By: ___ Sewer Tap Fee:

PERMIT #:

SELECT FILL

3 SECTION

STIRRUPS

18" STIRRUP IN 24" BEAM

5 STIRRUP DETAIL SCALE: NTS

#3 @ 36" O.C.

24" STIRRUP IN 30" BEAM

STIRRUPS

30" STIRRUP IN 36" BEAM

#3 @ 36" O.C.

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ENGINEERING

DRAWN CHECKED DATE REVISED J□B NUMBER

VERIFY DIMS WITH ARCH. DWGS.

WILL BE THE RESPONSIBILITY OF THE

CONTRACTOR

THE DESIGN AS SHOWN ON THESE PLANS SHALL NOT BE CHANGED BY THE OWNER OR

THE CONTRACTOR. CHANGES MADE REQUIRING REVISIONS BY THE ENGINEER WILL INCUR ADDITIONAL FEES. ALL COST ASSOCIATED WITH CHANGES MADE

#3 () STIRRUPS 12" O.C.

6 PIER DETAIL

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GENERAL NOTES

DESIGN LOADS:

STAIRS AND PUBLIC AREAS 100 psf 20 psf

COLLATERAL LOAD 7 LBS/SF DEAD LOAD WEIGHT OF MEMBERS

DESIGN WIND SPEED: 110 MPH, EXPOSURE C, IMPORTANCE FACTOR 1 35 psf FOR COMPONENTS AND CLADDING WIND PRESSURE STRUCTURAL DESIGN IS IN ACCORDANCE WITH THE 2018 INTERNATIONAL BUILDING CODE.

THE GENERAL CONTRACTOR SHALL VERIFY / COORDINATE WITH THE SUB-CONTRACTORS FOR ALL SIZES, WEIGHTS, LOCATIONS, AND SUPPORT CONDITIONS OF ALL EQUIPMENTS SUPPORTED ON OR SUSPENDED FROM THE BUILDING STRUCTURAL SYSTEMS. NOTIFY THE ARCHITECT/ STRUCTURAL ENGINEER OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK.

SEE ARCHITECTURAL & CIVIL DRAWINGS FOR ALL SLOPING SLAB AREAS.

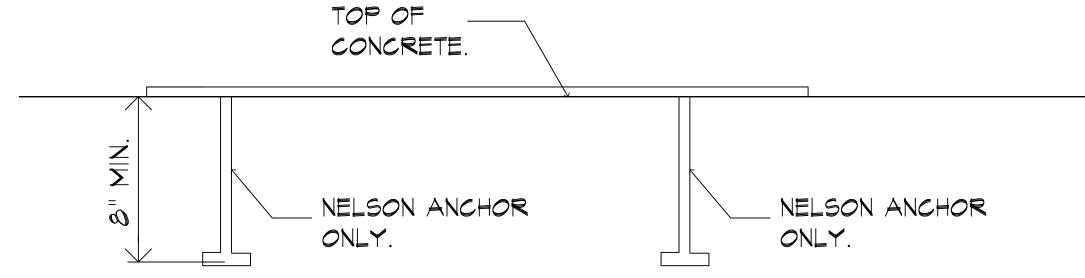
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WELD PLATE SCHEDULE			ANCHOR	
COLUMN SIZE	D	M	Ŧ	BOLT
ST4X4	8"	8"	1/2"	4 EA. 3/4" NELSON
ST6X6	10"	10"	3/4"	4 EA. 3/4" NELSON

REFER TO METAL BUILDING STRUCTURAL PLANS FOR BASE PLATE LOCATION

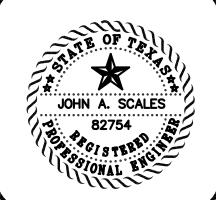


TYP WELD PLATE DETAIL, CAST IN PLACE

BASE PLATE DETAIL SCALE: NTS.

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John G. Stales, P.E.



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BY THE ENGINEER WILL INCUR ADDITIONAL FEES. ALL COST ASSOCIATED WITH CHANGES MADE

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JOB NUMBER

2 DETAIL SCALE: NTS WIND BRACING T.S. COLUMN T.S. COLUMN 1/2"x6"x1'-0" WELD PLATE W/3*3/4"x4" NELSON STUDS - PL |2"x3/8"x|'-0" WIND BRACING CONNECTION THE DESIGN AS SHOWN ON THESE PLANS SHALL NOT BE CHANGED BY THE OWNER OR WIND BRACING CONNECTION

T.S.5×3×5/16"

3/52.0

3 DETAIL SCALE: NTS

T.O.S.

4 DETAIL SCALE: NTS

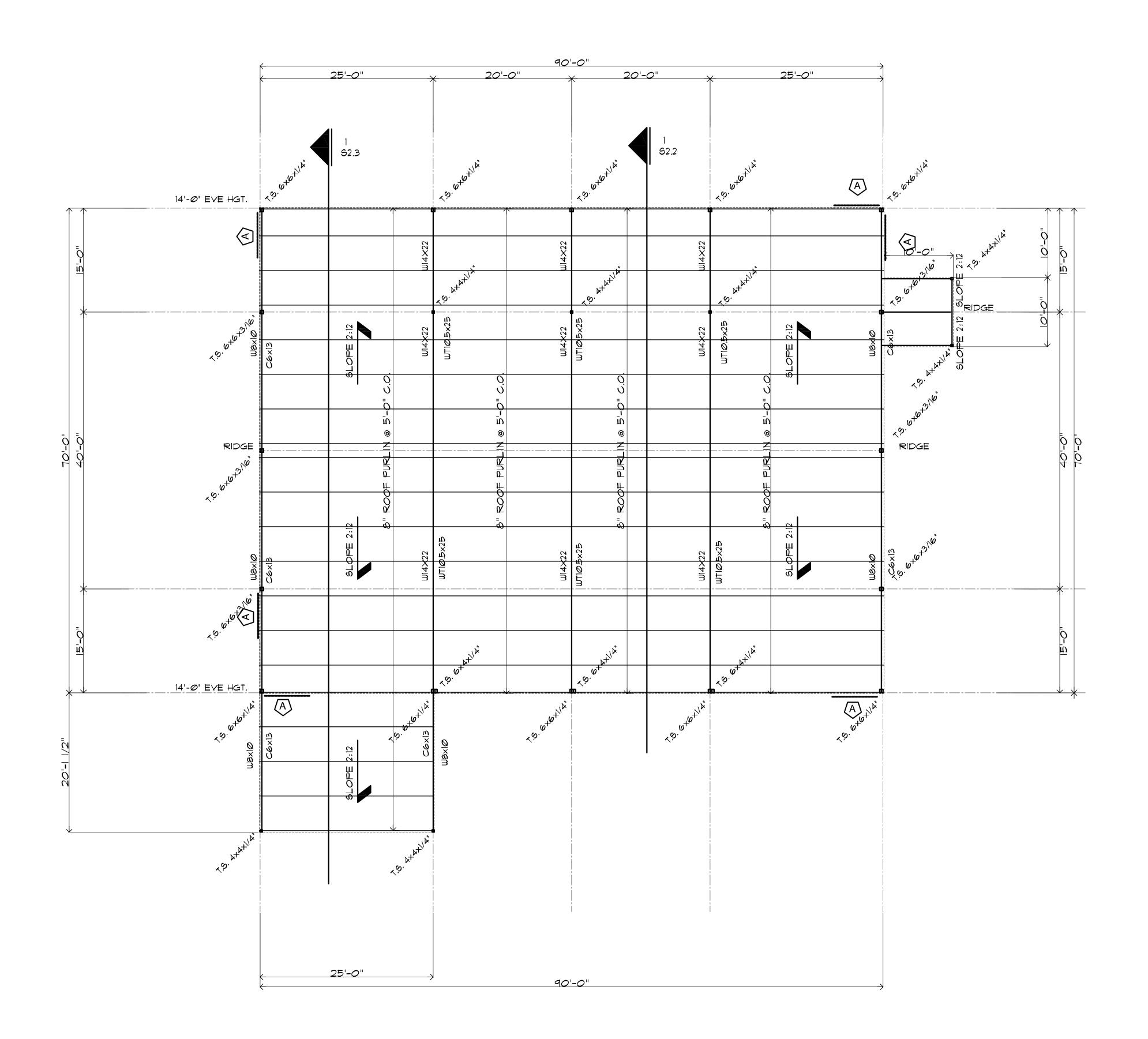
John 6. Stales, P.E.



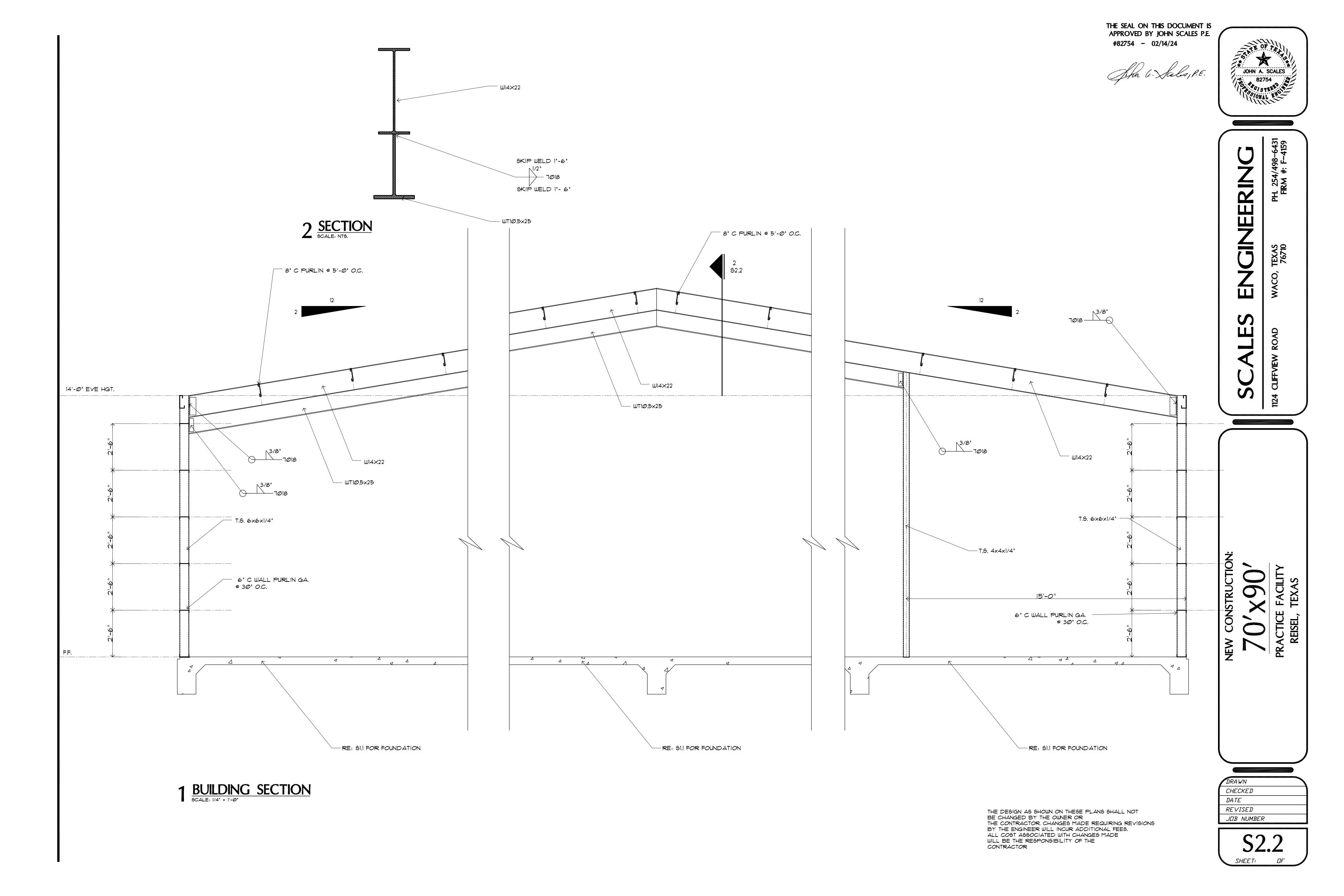
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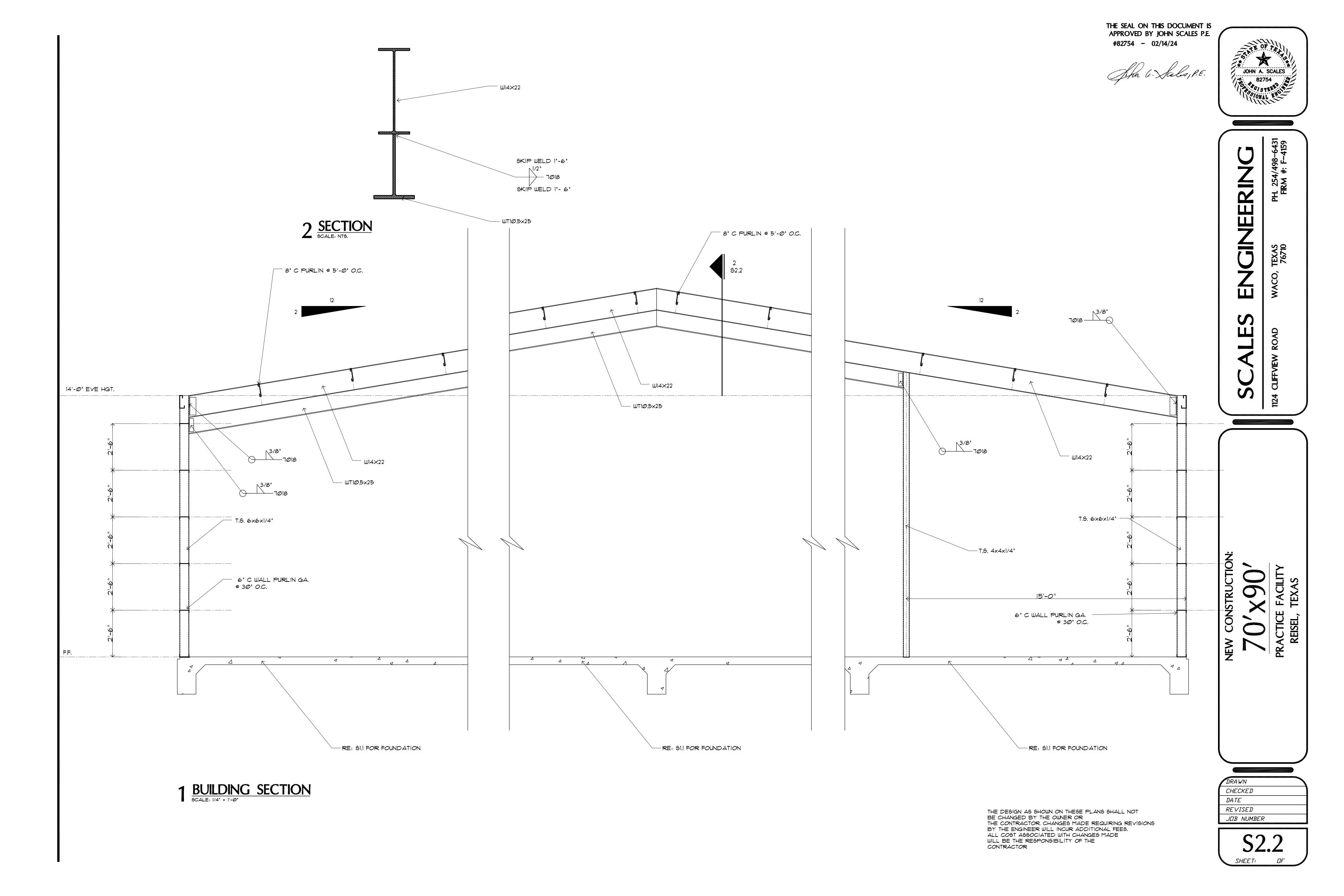
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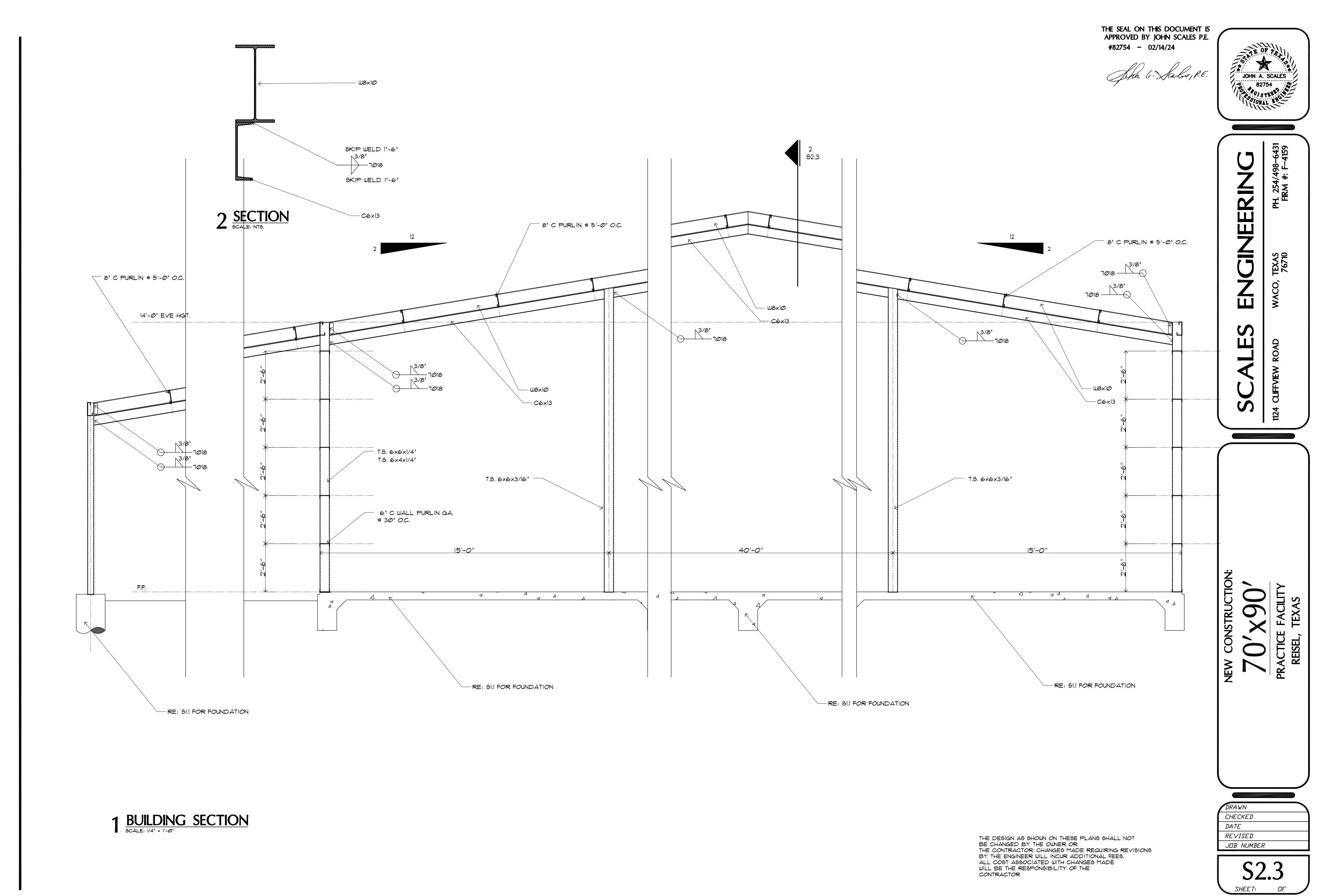
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1 ROOF FRAMING PLAN SCALE: 1/8' = 1'-0'







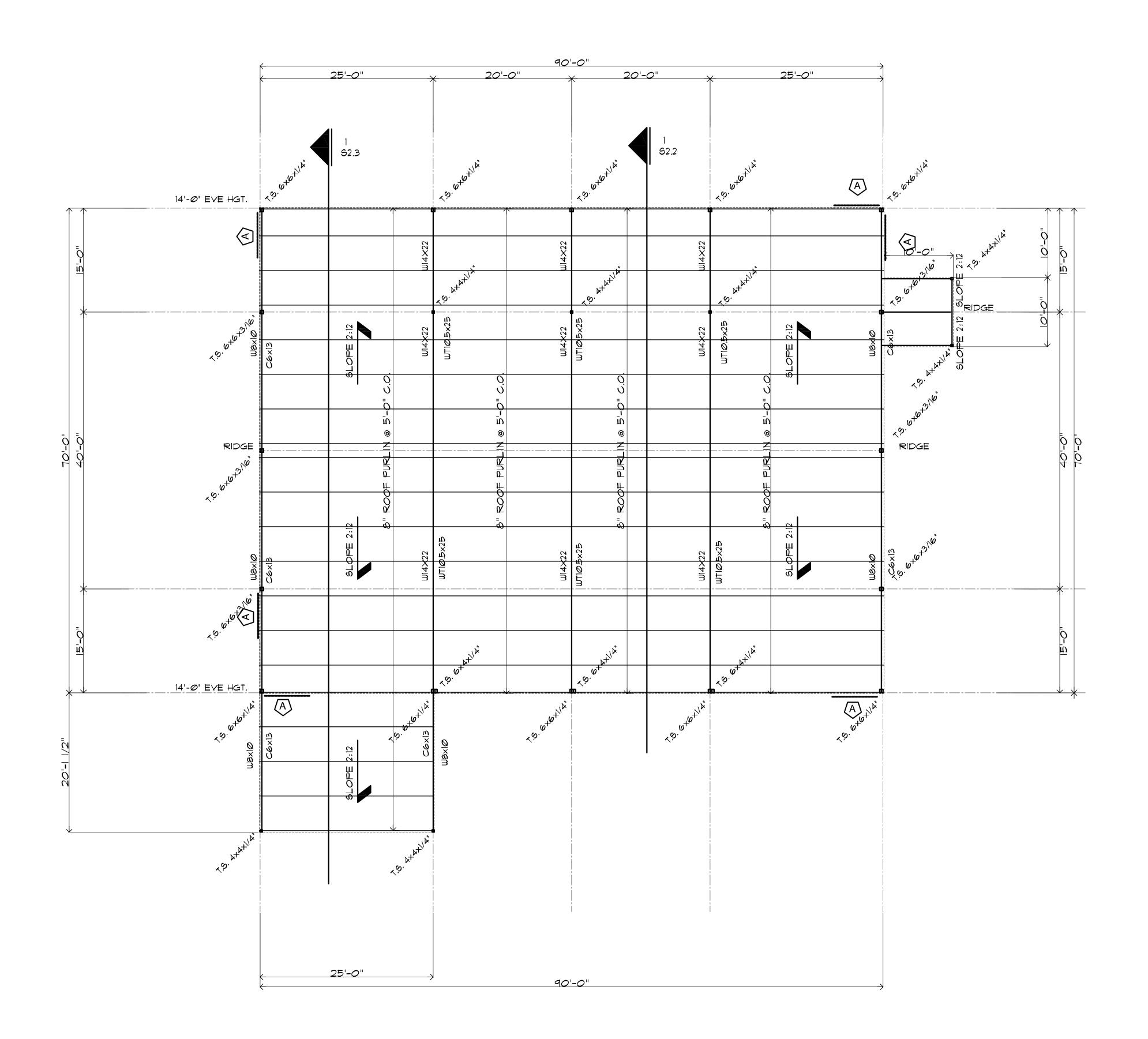
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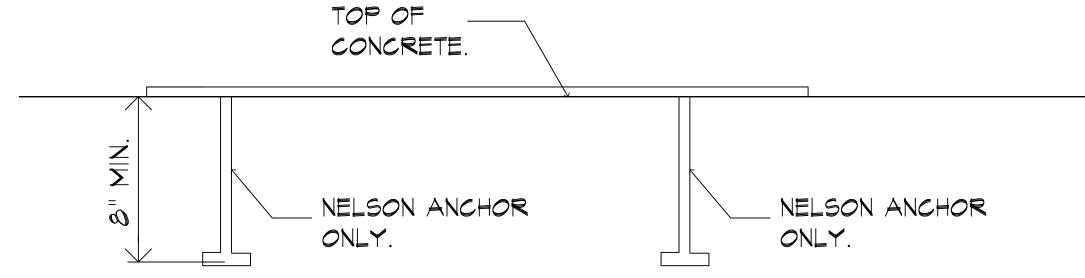
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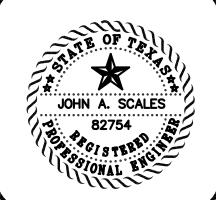


TYP WELD PLATE DETAIL, CAST IN PLACE

BASE PLATE DETAIL SCALE: NTS.

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John G. Stales, P.E.



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3/52.0

3 DETAIL SCALE: NTS

T.O.S.

4 DETAIL SCALE: NTS

