

## PUBLIC NOTICE: RIESEL CITY COUNCIL MEETING ON 6.11.2024

NOTICE IS HEREBY GIVEN that the City Council of the City of Riesel, McLennan County, Texas, will hold a **REGULAR** called meeting on Tuesday, **JUNE 11<sup>th</sup>, 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. **Consent Agenda:** Consent Items under item number 5 are considered routine by the City Council and will be enacted on by one motion to approve all items listed below. There will be no separate discussion of these items other than asking simple questions for clarification.
  - a. Approval of Minutes from Council Meetings on: 5/14/2024 & 6/4/2024
  - b. Payment of Bills/Payroll & Monthly Financial Reports
3. **Visitor's Comments:** This is an opportunity for visitors to bring any item to the City Council's attention. Comments limited to 3 minutes per visitor. No deliberation may be held on the matter, except limited to a proposal to put the subject on the agenda for a subsequent meeting.
4. Discussion with Oncor South Region Manager, Michael Baldwin, regarding frequent power outages and surges
5. Discussion and action pertaining to a Drainage Rehab Project for the next budget cycle; PROPOSAL BY STV
6. Consideration and possible action regarding presentation and possible proposal from STV Engineering for a comprehensive water and wastewater study for 2025
7. Discussion and possible action regarding approval of a City of Riesel Vehicle Usage Policy
8. Discussion and possible action regarding regulating fireworks in the city limits
9. Confirm calendar for Budget and Work Sessions, Special Meetings
10. Monthly Reports Submitted: a. Utility Report b. Police Report c. Secretary's Report
11. Discussion and possible directives to staff for future agenda items, data compilations, research, ordinances, regulations, or policies that the members of the Council desire to be compiled or drafted for review by the Council at a subsequent meeting.
12. Adjournment

I hereby certify that this notice was placed at its present location at least 72 hours prior to the above meeting time. Posted on Friday, 6/7/2024 at 12:00 PM

*Alisha Flanary*

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Alisha Flanary, City Secretary

BE IT REMEMBERED that on Tuesday, **JUNE 4, 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 6:30 PM

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

**Employees Present:** Alisha Flanary, Randy Ehlers & Ryan Dieterich **Visitors Present:** Linda Hogg, Kevin Wunderlich, 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

#### ENGINEERING

**Sewer Odor Monitoring:** several citizens in the affected area have completed plumbing repairs and the city has not received any further complaints of sewer odor in the affected area. The combination of home repairs and the repairs made by the city seem to have mitigated the issue.

**Arsenic Reduction – Alluvium Well:** recent emails from Terry Winn were presented to Council to keep them apprised on current discussions and activities pertaining to the new well project

**Hwy 6 Utility:** an agreement was prepared by Oncor for city adoption, however there may still be a need to relocate part of the utility lines out of the Oncor easement as they increased it from 80 feet to 125 feet

**Shell Truckstop & Sonic:** engineered plans are nearing completion for the construction of Old Time Road, which will provide large truck access to the truck stop

#### ONCOR

**Power Reliability:** several citizens are complaining about the frequency of power outages and power surges. This information was relayed to Oncor representative, Michael Baldwin, and he immediately responded and said he would need a few days to research the issue and would be at the next council meeting on June 11, 2024

#### UTILITY DEPARTMENT

**Rattlesnake Rd Culvert:** Randy Ehlers relayed information pertaining to the cost of removing the existing culverts and replacing them and resurfacing the road with asphalt. The total cost was estimated to be less than \$23,000. Emergency funds were released at the previous meeting to fund this project. Weather permitting, the repairs will be made very soon.

**Splash Pad Hours:** discussion regarding the splash pad hours resulted in a recommendation to allow the splashpad to run every day, instead of 4 days a week, however, if drought conditions arise or the inability to refill water storage tanks becomes an issue, the hours could be limited again.

**Park Security:** the lights around the walking track at the park are not working properly and need to be replaced. The street lights near the park have already been reported for repairs and Oncor recently replaced the fixtures. Bowen Electric came out to inspect the current lighting around the park and they will provide a cost estimate for upgrading the lights with a better product that would significantly improve the lighting, which in turn would provide increased security at the park. This could help deter some of the vandalism and illegal activities that occur after dark. Camera installation was also briefly discussed.

**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 or they will be issued citations and the animal may be taken to the Humane Society of Waco.** Randy & Justin have both had basic animal control training and Justin still needs to have his rabies vaccinations.

**Street Light:** discussion was held pertaining to adding more streetlights in some of the really dark areas of town. These would be standard street lights installed by Oncor, at no charge. They would be added to the city's monthly street light electric bill.

**ADMINISTRATIVE**

**Vehicle Policy:** A vehicle policy was presented and reviewed. Adjustments were recommended and will be prepared and brought back for Council to consider at a subsequent meeting

**Zoning/Development:** Discussion regarding zoning was tabled until the ordinance could be thoroughly reviewed

**Fireworks:** Discussion was held regarding fireworks in the city limits. Pros and Cons were discussed, but nothing was agreed upon in the end

**Budget:** discussion was held pertaining to the next budget cycle and budget requests for each department. A budget calendar was submitted to Council by Secretary Flanary, along with a list of budget requests for each department. Further discussion will be held regarding the budget in the upcoming months. Tentative budget adoption is set for August 29<sup>th</sup>, 2024.

**POLICE DEPARTMENT**

**Police Vehicles:** two of the police vehicles are 10+ years old and maintenance has been costly on the older vehicles. Chief Dieterich has received a quote from CapFleet for a 2025 Tahoe which he would like to purchase in the next budget cycle. He plans to trade in the 2 oldest vehicles. He also said that 2024 models are available right now, but he would prefer to wait until the 2025 is available to order and he wants refine the quote for the upfit and present it to council for approval in the near future.

**Recruitment:** discussion was held regarding salaries and recruitment of new officers and pay incentives and relocation reimbursements

**Adjournment:** With no further business, Mayor Hogg adjourned the meeting at 9:39 PM

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Mayor, Jennifer Hogg

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Attest: Alisha Flanary, City Secretary

BE IT REMEMBERED that on Tuesday, **MAY 14, 2024**, the Riesel City Council met in a REGULAR called meeting, at 6:30 p.m. in the Riesel City Hall Meeting Room, at 104 Hwy. 6 North in Riesel, Texas, with notice of said meeting having been posted at least 72 hours in advance in accordance with Section 551, Texas Government Code.

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

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

**Employees Present:** Alisha Flanary, Patrick Bellringer & Ryan Dieterich

**Visitors Present:** Alicia Bellringer, Linda Hogg, Tom Flanary Jr., Dori Dieterich & Phyllis Koester

*Mayor Hogg led the Pledge of Allegiance and Councilman Bill Barker, gave the invocation.*

**Consent Items:** Bill Barker made a motion to approve all consent items: minutes from the 4/9/2024 council meeting, payment of bills and payroll and acceptance of monthly financial reports. Bobby Dieterich seconded the motion and it carried unanimously.

**Visitor's Comments:** none

**Audit:** Cindi Daniels from Paul Christensen & Associates presented the completed financial audit of the 2023 General, Water & Sewer Funds of the City. There were significant changes in the city's net position. She noted that citation revenue was down \$204,226 in 2023. Then she explained that law enforcement expenses were up from \$247,063 in 2022 to \$347,952 in 2023, a difference of \$100,889. With this significant increase in police expenses and with the large drop in revenue, the city's increase in net position was over \$300,000 LESS in 2023 than it was in 2022. Property tax revenues increased by approximately \$26,000 as a result of an increase in appraised property values. Sales tax revenues increased by approximately \$48,000 as well. The water and sewer fund net position increased significantly in 2023, from \$27,120 in 2022 to \$343,718 in 2023.

Paul Winkler made the motion to accept the 2023 financial audit as presented by Cindie Daniels from Paul Christensen & Associates. With a second by Bill Barker, the motion passed unanimously.

**Line Item Transfer:** Bobby Dieterich made a motion to approve a line item transfer in accordance with Local Government Code 252.022, transferring funds from the 2023-2024 General Operating Budget Emergency Contingency Fund Line Item 190 to the Street Budget "Culvert & Drainage" Line Item 188 in the amount necessary to complete unforeseen emergency repairs needed for road and culvert damage on Rattlesnake Road, which was caused by recent flash flooding. Paul Winkler gave a second and the motion passed unanimously.

**Drainage Rehab:** Discussion was held pertaining to authorizing city engineers to draft a proposal for a drainage rehab project

**Ditch Ordinance:** discussion was held regarding an ordinance regulating ditch maintenance and culverts. Bill Barker moved to table discussion until a work session next month. Ralph May seconded the motion, which carried unanimously.

**Fireworks:** Discussion was held regarding prohibiting the use, sale or possession of fireworks in the city limits. Paul Winkler made a motion to table discussion until the next work session. Bill Barker seconded the motion and it carried unanimously.

**Take-home Vehicles:** Discussion was held regarding the implementation of a policy for city-owned vehicles. After receiving a response from the city attorney, confirming that they could draft the policy however they felt best served the city, the consensus between council members was to limit take-home vehicles to those issued vehicles that live within a 15 minute response time; and that 15 minute time span would be under normal, typical driving conditions and while following all posted speed limits and



obeying all traffic laws, lights, stop signs, etc. Ralph May made a motion to table this until the next meeting to allow time for a written policy to be drafted and reviewed by the city attorney. Bill Barker seconded the motion, which carried unanimously.

**Parade:** Bobby Dieterich moved to authorize the Riesel High Class of 2024 to hold a senior parade on Sunday, May 19, 2024 at 5:00 PM. Paul Winkler seconded the motion, which carried unanimously.

**Riesel Bridge over the Brazos:** Bill Barker gave a summary of his recent MPO meetings. He stated that he and Ralph May, along with Jennifer Boen of STV Engineers attended MPO planning meetings and requested that a bridge be built over the Brazos River, linking Riesel with Robinson. The reason for this request is to improve emergency response time. There are a lack of bridges over the Brazos and getting an ambulance out to Riesel and back to a Waco hospital cannot be done inside the “golden hour” which is crucial for survival of many life threatening medical events. Bill met with TxDot Planning Director, Victor Goebel and the MPO board and they are interested in fast-tracking the project. The project needs two cities to sponsor it. An environmental study and feasibility study must be conducted. Paul Winkler and Ralph May will continue to represent the city at MPO meetings to ensure that this project gets prioritized and completed to help vulnerable citizens of Riesel in medical emergencies.

**Overpass:** Bill Barker spoke about long-term future TxDOT plans for Riesel, which includes widening Hwy 6 through town, relocating the NB lanes to the other side (adjacent to the SB lanes) and building an overpass over the current intersections. He brought the construction plans he was given by TxDot for Council to view. Mr. Barker stated that his project is part of the Hurricane Evacuation Route plan and the goal is to provide a route with no stop lights from the Houston area all the way to Meridian.

**Executive Session:** at 8:20 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 or employee: **Police Officer, Darryl Welch**

**Reconvene:** At 8:58 PM Council reconvened the open session, stating that no action was taken during the closed meeting;

**Resignation:** Bill Barker moved to accept Daryl Welch’s resignation, effective 4:05 PM , May 14, 2024. With a seconded by Ralph May, the motion carried unanimously.

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

**Councilman Resignation:** Bobby Dieterich made a motion to accept the resignation of Council Member, Bill Barker as he moves out of state after accepting a position in another state. Paul Winkler seconded the motion which carried unanimously.

**Adjournment:** With no further business, Mayor Hogg adjourned the meeting at 9:06 PM

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Mayor, Jennifer Hogg

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Attest: Alisha Flanary, City Secretary



## PROFESSIONAL SERVICES AGREEMENT

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

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

### ARTICLE 1 – SERVICES OF STV

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

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

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

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

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



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

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

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

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

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

## ARTICLE 2 – COMPENSATION, INVOICING, AND PAYMENT

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

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



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

#### ARTICLE 3 – SUSPENSION AND TERMINATION

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

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

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

#### ARTICLE 4 – INDEMNITY AND LIABILITY

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

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



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

#### ARTICLE 5 – INSURANCE

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

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

#### ARTICLE 6 – WORK PRODUCT AND CONFIDENTIALITY

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

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



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

## ARTICLE 7 – DISPUTES

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

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

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

## ARTICLE 8 – GENERAL

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

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

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





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

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

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

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

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

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

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





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

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

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

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



SIGNATURE PAGE

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

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



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

## EXHIBIT A: SCOPE OF SERVICES

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

### TASK A: Topographic/ROW Survey

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

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

The following assumptions were made when preparing this proposal:

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

ADDITIONAL SERVICES NOT INCLUDED WITH THIS PROPOSAL:

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

TASK B: Preliminary Construction Documents (30%)

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

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

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

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

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

*Project Schedule:*

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



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

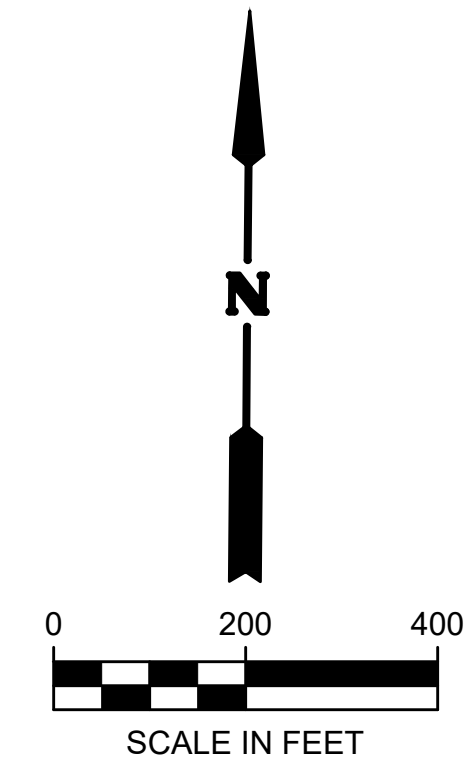
*Compensation:*

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

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



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THIS DOCUMENT IS  
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OF INTERIM REVIEW UNDER  
THE AUTHORITY OF  
DAVID L. MAREK  
#63327  
ON THE DATE SHOWN ON THE  
DATE STAMP. IT IS NOT TO BE  
USED FOR CONSTRUCTION,  
BIDDING, OR PERMIT PURPOSES.

NO.	REVISION	BY	DATE
	VERIFY SCALE		
	BAR LENGTH EQUALS ONE INCH ON ORIGINAL		
	DRAWING. VERIFY LENGTH ON THIS SHEET		
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	1"		
	AND ADJUST SCALE ACCORDINGLY.		

CITY OF RIESEL  
DRAINAGE STUDY

STUDY LIMITS

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

SHEET  
ATT. 1A

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# CITY OF RIESEL VEHICLE USAGE POLICY

## I. STATEMENT OF PURPOSE:

The purpose of this policy is to establish the rules and procedures governing the use, assignment and reporting requirements of City vehicles including take-home vehicles. This policy will implement both federal and state mandated regulations and city policy and procedures.

## II. DEFINITIONS:

**Take-Home Vehicle** - is any vehicle that is owned, leased, rented or otherwise under the care, custody or control of the City and is taken from the City premises after normal working hours to remain in "home storage" overnight for the use of a City employee or authorized representative for a bona fide city purpose. Take-home vehicles are either assigned to an employee by the Department Director or used by employees for on-call purposes.

**Bona fide City Purpose** - A bona fide city purpose is conducting official city business only.

**Personal Use** – Personal use is not allowed while the operator is on call. Family members and non-city employees are not allowed in a city take home vehicle. Any exceptions to this policy must be approved by the City Council.

**Exempt Vehicles** – According to Federal guidelines and for purposes of tax calculation only, certain vehicles and equipment, particularly emergency and utility service vehicles (normally not to include pickup trucks or vans), designated by Federal law are exempt for the purpose of increased tax liability. This exemption means that the taxable income of the employee assigned to one of these vehicles will not be affected.

**Home Storage** – is defined as a vehicle kept at the employee's residence. Vehicles may not be parked in the streets, and employees must avoid situations that would give rise to a legitimate complaint from neighbors, such as blocking streets, driveways, alleys, etc.

**Hand-held devices** – Include but are not limited to cell phones without a hands-free device, radios, and navigation tools.

**Assignment/Reporting Requirements for Take Home Vehicles** - Employees that are to be assigned a take home vehicle, whether for daily use or an on-call basis, must be recommended by the Department Director and approved by the City Council.

### III. GENERAL PROVISIONS:

- A. City vehicles are to be used for conducting official city business. The City reserves the right to search city owned vehicles at any time, for any purpose. Employees have no expectation of privacy in city vehicles.
- B. At no time may a City vehicle be used for personal gain, personal business, to drive to a place of secondary or part-time employment not related to City business, or for any other non-City business related use, including political activities. Any deviation from the direct route to and from work to conduct personal business will be considered personal use and will not be considered in the course and scope of employment. City employees involved in incidents involving a city vehicle while not in the course and scope of employment shall be responsible for all damages and liabilities arising from the incident and subject to the forfeiture of the right to use city vehicles.
- C. The acquisition and assignment of City vehicles shall be strictly controlled by the City Council through the budgetary process. Upon acquisition, the Purchasing Department will reflect the vehicles acquisition in the City's fixed asset inventory records.
- D. City-owned vehicles will be assigned to only those departments and employees who must have access to an automobile in order to carry out their duties.
- E. A department head may be assigned a department vehicle and use it as a take-home vehicle if the City Council determines that the vehicle is essential to perform their duties and if the department head is subject to a continuous on-call status.
- F. The operation of City take-home vehicles by non-employees is not allowed.
- G. All precautions shall be taken to ensure the safety and security of City Vehicles. This includes, but is not limited to, locking all doors and/or compartments and properly parking vehicles in accordance with applicable laws and ordinances.
- H. Employees authorized to take a vehicle home must drive the vehicle to and from work by the most direct route, without any deviation. The location of home storage for a City vehicle may not be further than a 15-minute response time from the City limits unless approved by order of the City Council. That 15-minute time span would be under normal, typical driving conditions and while following all posted speed limits and obeying all traffic laws, lights, stop signs, etc.
- I. Carpooling to and from work and home in a City vehicle is not allowed. This restriction includes carpooling with other employees and non-employees. Other employees or non-

employees may ride in a City vehicle as long as the bona fide city purpose is not for carpooling or commuting on a regular basis.

Example: Inclement Weather, Ozone Days, Schools and Conferences, etc. are acceptable reasons for carpooling.

- J. If an accident occurs while driving a city vehicle, the employee and their supervisor shall report the accident to their Department Head and City Secretary immediately. A drug and/or alcohol test will then be administered immediately at a city approved medical facility in Waco.
- K. City employees involved in accidents while not in the “course and scope of employment” are responsible for all liabilities arising from the accident.
- L. Employees and supervisors who fail to comply with the requirements of this policy will be subject to disciplinary action as described in the City’s Discipline Policy.
- M. Employees may not possess or use alcohol or other controlled substances while operating any City Vehicle.
- N. City employees may not use hand-held devices while operating a City Vehicle – whether the vehicle is in motion or stopped. This includes, but is not limited to, answering or making phone calls, engaging in phone conversations, and reading or responding to emails, instant messages, and text messages. All motor vehicles must be legally and safely parked to operate hand-held devices. Such restrictions for Police and Fire department personnel will be governed by Police and Fire Department policy.
- O. City employees may use accessories or vehicle-based equipment which allows for a hand-held device to be operated hands-free for voice calls only, so the driver may be able to maintain the use of both hands to control the vehicle. Vehicle operators are still required to use good judgment when using hands-free equipment so as not to be distracted from maintaining control of the vehicle.
- P. No personal or unauthorized decals shall be placed anywhere on a City owned vehicle.
- Q. Department Head is responsible for vehicle assignments and ensuring maintenance on vehicles is done in a timely manner.

#### **IV. ELIGIBILITY FOR TAKE-HOME VEHICLE:**

The City Council & Department Director may recommend a take-home vehicle for an employee if the following criteria are met:

- A. Must have a valid Texas driver's license with a classification which allows for operation of the assigned vehicle
- B. The employee is the primary operator of the vehicle; and
- C. The employee resides within a 15 minute response time while driving under normal, typical driving conditions and while following all posted speed limits and obeying all traffic laws, lights, stop signs, etc.
- D. The employee is authorized to drive a city vehicle; and
- E. The employee has not had that privilege revoked
- F. If during the course of employment an employee loses his/her driver's license due to suspension or non-renewal, the employee shall immediately notify their department director. Improper use of a city vehicle may result in disciplinary action. Improper use of a vehicle shall include, but is not limited to:
  - 1. Having three (3) or more moving violations assigned against the employee's driver's license over a three-year period and/or
  - 2. Driving a City vehicle while intoxicated or under the influence of an intoxicating substance

## v. FUELING & REIMBURSEMENTS:

- A. The Purchasing Department shall issue fuel cards and/or credit cards to be used for fueling City owned vehicles.
- B. It is the cardholder's responsibility to safeguard fuel credit cards and access codes. Violation may result in termination of employment.
- C. Receipts for all fuel purchases must be submitted to the Purchasing Department weekly, along with the mileage reading at the time of each fuel purchase.
- D. Mileage Reimbursements
  - 1. Employees driving their personal vehicles on official City business as a part of their required work-related activities or training will be reimbursed at a rate to be equal to the current IRS rate for mileage reimbursement. Payments are treated as non-taxable reimbursements when fully documented and submitted to the purchasing department. This rate provides reimbursement for all operating costs such as gasoline, oil, repairs, insurance, tires, inspections, license plates, etc.
  - 2. Mileage reimbursement requests must be supported by complete documentation as to the nature of the trip, daily miles driven and approval of the department manager.

3. All drivers using their personal vehicles on City business shall comply with all applicable state and local laws, including vehicle insurance. It will be the responsibility of the employee for any violation for not complying with such laws.

## vi. VEHICLE SAFETY:

- A. Each person assigned a city vehicle shall maintain a current copy of this policy for reference.
- B. Employees shall operate all vehicles in accordance with its designed use, taking into consideration traffic and conditions surrounding the use of the vehicle, and the safety of others.
- C. In addition to driving defensively and courteously, all drivers of city vehicles shall comply with all state, county and local laws and regulations governing the safe and legal operation of vehicles.
- D. The employee driver shall be responsible for assuring that all passengers are seated and properly secured before moving the vehicle. Under no circumstances shall passengers ride on fenders, running boards, the tops of vehicles, or any place not designed for passengers. Employee drivers are responsible for securing all doors and check that all passengers are wearing their seat belts prior to moving the vehicle.
- E. The City of Riesel advocates the safe use of all communication devices, including mobile phones, while operating a vehicle or other piece of equipment. Exceptional care should be taken in situations where there is traffic, inclement weather, road hazards, or the employee is driving in an unfamiliar area. Employees who commit traffic violations while using their mobile phones will be solely responsible for all damages and liabilities that result from such action.
- F. Trucks transporting materials shall secure said materials to prevent movement during transport. Loads should be tarped when designated by a supervisor. All tailgates should be secured and closed while traveling. All cargo that extends beyond the end of the bed shall be clearly marked with a red cloth not less than sixteen inches square. At night, red lights should be illuminated.
- G. Lights, brakes and so forth shall be checked daily to verify proper working order. Any malfunction of the vehicle shall be reported to the immediate supervisor and arrangements for repairs shall be made immediately. If a vehicle is found to be unsafe,

no matter how urgent the need for such vehicle, proper repairs shall be made before placed into service.

- H. Flashing lights shall be turned on and traffic cones in place whenever a vehicle or piece of equipment is stopped where work is being performed, or whenever it obstructs traffic. Vehicles and/or equipment shall not be parked where they obstruct traffic unless absolutely necessary.
- I. All vehicles shall be properly parked and secured before being left unattended at the end of the day. Keys shall not be left in any unattended vehicle.
- J. City owned vehicles must be parked on City property at the end of each workday. However, vehicles assigned to individual employees may be taken to the employee's residence as permitted.

## **vii. POLICY VIOLATIONS:**

- A. Any employee who knowingly violates the provisions of this policy shall surrender that City vehicle in which the violation occurred.
- B. Any person involved in an at fault accident while driving a City vehicle may be required to complete a defensive driving class within ninety (90) days from either the date of accident or return to work if they were off work due to accident related injuries.
- C. A police report is required for all traffic accidents involving City vehicles.

Acknowledged & Received by: \_\_\_\_\_

Head of Department: \_\_\_\_\_

Date: \_\_\_\_\_



**City of Riesel - General  
Profit & Loss YTD Comparison  
May 2024**

	May 24	Oct '23 - May 24
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
<b>1 - General Government Income</b>		
<b>Franchise Fee</b>		
Electric Companies	0.00	34.55
Gas Companies	0.00	62,819.95
Phone Companies	510.68	1,451.92
<b>Total Franchise Fee</b>	510.68	64,306.42
<b>Interest Income</b>		
2013 I & S	0.10	0.98
Charles Street Improvements	70.64	446.63
General Fund	0.00	82.21
General Fund III	0.00	286.78
General Money Market	1,638.62	10,587.51
<b>Total Interest Income</b>	1,709.36	11,404.11
<b>Miscellaneous Income</b>		
Inspection Permit	0.00	12,531.23
Plat Fee - Ordinance #2002-02	0.00	1,700.00
Restitution Pay	0.00	1,221.00
Sign Lease Agreement	0.00	9,000.00
<b>Total Miscellaneous Income</b>	0.00	24,452.23
<b>Mixed Beverage Tax</b>	494.39	4,112.22
<b>Property Tax Income</b>		
<b>Property Tax Income - General</b>		
2013	0.00	96.67
2014	0.00	98.63
2015	0.00	116.98
2016	0.00	106.20
2017	0.00	174.09
2018	0.00	230.07
2019	0.00	222.42
2020	0.00	208.81
2021	0.00	748.91
2022	44.54	3,503.28
2023	2,810.59	239,346.62
<b>Total Property Tax Income - General</b>	2,855.13	244,852.68
<b>Property Tax Penalty Fee</b>		
2013	0.00	125.68
2014	0.00	116.39
2015	0.00	124.00
2016	0.00	99.83
2017	0.00	141.04
2018	0.00	140.88
2019	0.00	103.16
2020	0.00	76.70
2021	0.00	232.65
2022	12.23	783.98
2023	207.68	706.64
<b>Total Property Tax Penalty Fee</b>	219.91	2,650.95
<b>Total Property Tax Income</b>	3,075.04	247,503.63
<b>Sales Tax</b>		
Gross Collections	11,743.57	74,836.21
Streets Allocation	2,935.89	18,709.06
<b>Total Sales Tax</b>	14,679.46	93,545.27
<b>Total 1 - General Government Income</b>	20,468.93	445,323.88
<b>2 - Law Enforcement Income</b>		
<b>L.E. Income</b>		
Open Records	0.00	30.00
L.E. Income - Other	0.00	802.60
<b>Total L.E. Income</b>	0.00	832.60
<b>Opioid Abatement Fund</b>	68.25	68.25
<b>Total 2 - Law Enforcement Income</b>	68.25	900.85

## City of Riesel - General Profit & Loss YTD Comparison May 2024

	May 24	Oct '23 - May 24
<b>3 - Court Income</b>		
Child Safety Seat Fee	0.00	1,337.22
Citations		
Overpayments	-1,122.33	-5,157.30
Returned Checks	0.00	-967.00
Revenue	51,453.54	457,110.29
<b>Total Citations</b>	50,331.21	450,985.99
Return Check Fee	-107.59	-107.59
Security Fee	37.66	383.70
Technology Fee	50.22	511.63
Time Payment Fee	168.07	1,908.23
<b>Total 3 - Court Income</b>	50,479.57	455,019.18
IDA Tax Abatement Sandy Creek	0.00	125,000.00
Police Officer Allication (i)	0.00	957.14
<b>Total Income</b>	71,016.75	1,027,201.05
<b>Gross Profit</b>	71,016.75	1,027,201.05
<b>Expense</b>		
<b>1 - General Government</b>		
Appraisal Expense	589.66	1,768.98
Audit	15,000.00	15,000.00
Bank and Credit Card Fees	95.42	643.33
Bond Interest Expense	0.00	1,717.59
City Hall Maintenance & Repair	611.67	3,450.41
City Retirement Contribution		
Alisha	387.55	2,344.96
Cristen	314.39	1,839.42
City Retirement Contribution - Other	-0.01	-0.04
<b>Total City Retirement Contribution</b>	701.93	4,184.34
Clothing	642.10	642.10
CPA Bookkeeping Services	950.00	18,168.00
Depreciation expense	0.00	50,714.14
Dues	0.00	170.00
Election Services & Supplies	0.00	772.14
Emp. Health Insurance		
Special Ins Services	80.70	564.90
TML	1,586.60	16,584.88
Emp. Health Insurance - Other	0.00	-157.12
<b>Total Emp. Health Insurance</b>	1,667.30	16,992.66
Engineer Fees	710.00	3,835.00
Equipment Maintenance		
Backhoe	218.99	518.99
Lawnmower	154.92	674.72
Tractor	127.48	479.14
Equipment Maintenance - Other	0.00	187.58
<b>Total Equipment Maintenance</b>	501.39	1,860.43
Flagpole on Square	0.00	261.75
House Inspection	1,034.20	10,887.81
Insurance - Bonds	88.00	638.00
Insurance - Property	0.00	2,333.38
Legal Fees	460.00	6,485.05
Miscellaneous Expense		
Employee & Council Appreciation	165.43	6,322.15
Filing Fee	-628.65	-4,849.08
Memorials	0.61	0.61
Publications	5.00	107.15
Subscription	0.00	72.00
Miscellaneous Expense - Other	0.00	-212.00
<b>Total Miscellaneous Expense</b>	-457.61	1,440.83
Office Equip. & Maintenance		
Computer	787.20	9,099.87
Office Equip. & Maintenance - Other	50.00	690.97
<b>Total Office Equip. &amp; Maintenance</b>	837.20	9,790.84

**City of Riesel - General**  
**Profit & Loss YTD Comparison**  
**May 2024**

	May 24	Oct '23 - May 24
Office Supplies	1,075.16	11,667.53
Park Landscaping	0.00	300.00
Park Maintenance	0.00	1,338.24
Payroll Taxes	1,432.99	8,343.95
Phones		
General Gov Cell Phone Alisha	83.66	288.84
Phones - Other	590.58	6,810.92
<b>Total Phones</b>	<b>674.24</b>	<b>7,099.76</b>
Postage	212.73	478.73
Public Health District	889.43	2,668.29
Salaries		
Alisha		
Wages	6,459.12	38,538.14
<b>Total Alisha</b>	<b>6,459.12</b>	<b>38,538.14</b>
Cristen		
Wages	5,239.85	30,231.15
<b>Total Cristen</b>	<b>5,239.85</b>	<b>30,231.15</b>
<b>Total Salaries</b>	<b>11,698.97</b>	<b>68,769.29</b>
Travel / Training / Mileage	225.00	225.00
Utilities		
Electric	372.20	3,504.82
Utilities - Other	81.39	81.39
<b>Total Utilities</b>	<b>453.59</b>	<b>3,586.21</b>
Workers Comp Insurance	0.00	4,887.22
<b>Total 1 - General Government</b>	<b>40,093.37</b>	<b>261,121.00</b>
<b>2 - Law Enforcement</b>		
Community Outreach	7.85	159.86
L.E. Auto Work		
L.E. Parts	0.00	2,562.35
L.E. Auto Work - Other	0.00	7,262.76
<b>Total L.E. Auto Work</b>	<b>0.00</b>	<b>9,825.11</b>
L.E. Cell Phones		
Matt	0.00	167.40
Walter	0.00	167.40
L.E. Cell Phones - Other	634.64	2,204.25
<b>Total L.E. Cell Phones</b>	<b>634.64</b>	<b>2,539.05</b>
L.E. City Retirement Contribute		
Darryl	207.95	1,905.37
Jared	0.00	1,520.07
Matthew	0.00	2,458.41
Patrick	417.38	487.28
Ryan	490.60	1,089.61
Walter	0.00	1,740.93
<b>Total L.E. City Retirement Contribute</b>	<b>1,115.93</b>	<b>9,201.67</b>
L.E. Clothing	0.47	3,683.81
L.E. Computer	200.00	13,803.00
L.E. Dispatch - Radio Services	0.00	175.00
L.E. Dog Catching	666.00	4,877.49
L.E. Emp. Health Insurance		
Special Ins Services	-558.43	-5,743.17
TML	793.30	17,599.42
L.E. Emp. Health Insurance - Other	0.00	-2,395.12
<b>Total L.E. Emp. Health Insurance</b>	<b>234.87</b>	<b>9,461.13</b>
L.E. Gas	892.81	9,242.90
L.E. Legal Fees	0.00	2,620.00
L.E. Medical	0.00	759.00
L.E. Miscellaneous	0.00	136.49

**City of Riesel - General**  
**Profit & Loss YTD Comparison**  
 May 2024

	May 24	Oct '23 - May 24
L.E. New Equipment	0.00	7,927.24
L.E. Office Equipment & Furnitu	0.00	440.00
L.E. Office Supplies	207.26	4,274.56
L.E. Operating Supplies	157.43	7,441.83
L.E. Payroll Taxes	1,475.83	11,664.81
L.E. Postage	0.05	39.26
L.E. Property Insurance	0.00	3,140.00
L.E. Salaries		
Darryl		
Wages	4,158.92	32,653.01
Total Darryl	4,158.92	32,653.01
Jared		
Wages	0.00	24,911.21
Total Jared	0.00	24,911.21
Matthew		
Wages	0.00	40,185.39
Total Matthew	0.00	40,185.39
Patrick		
Wages	6,956.31	8,121.39
Total Patrick	6,956.31	8,121.39
Ryan		
Wages	8,176.62	18,160.24
Total Ryan	8,176.62	18,160.24
Walter		
Wages	0.00	28,449.89
Total Walter	0.00	28,449.89
Total L.E. Salaries	19,291.85	152,481.13
L.E. Training	0.00	292.00
L.E. Vehicle Repair&Maintenance	0.00	5,127.79
L.E. Worker's Comp Ins	0.00	10,311.48
<b>Total 2 - Law Enforcement</b>	<b>24,884.99</b>	<b>269,624.61</b>
<b>3 - Court</b>		
Court City Retirement Contrib.		
Chelsea	320.85	1,870.09
Total Court City Retirement Contrib.	320.85	1,870.09
Court Contract Labor		
Prosecutor	1,000.00	8,000.00
Total Court Contract Labor	1,000.00	8,000.00
Court Emp. Health Insurance		
Special Ins Services	40.35	282.45
TML	793.30	6,346.40
Total Court Emp. Health Insurance	833.65	6,628.85
Court Office Supplies	364.50	2,356.65
Court Operating Supplies	0.00	3,130.00
Court Payroll Taxes	567.98	3,305.18
Court Postage	153.46	677.47
Court Salaries		
Chelsea	5,347.54	30,743.14
Judge		
Judge	2,076.93	12,461.58
Total Judge	2,076.93	12,461.58
Total Court Salaries	7,424.47	43,204.72

**City of Riesel - General**  
**Profit & Loss YTD Comparison**  
 May 2024

	May 24	Oct '23 - May 24
Court Travel/Training/Mileage		
Judge	0.00	250.00
Court Travel/Training/Mileage - Other	0.00	293.41
<b>Total Court Travel/Training/Mileage</b>	<b>0.00</b>	<b>543.41</b>
Omnibase	0.00	1,674.00
Security Fee Expense	49.99	371.76
State Court Cost		
Quarterly Court Cost	0.00	162,383.87
Tertiary Care Fund (Seatbelt)	0.00	52.33
Time Payment Expense	0.00	1,656.96
<b>Total State Court Cost</b>	<b>0.00</b>	<b>164,093.16</b>
Technology Fee Expense	0.00	600.00
<b>Total 3 - Court</b>	<b>10,714.90</b>	<b>236,455.29</b>
<b>4 - Streets</b>		
Operating Supplies		
Tools	0.00	1,081.20
Operating Supplies - Other	0.00	49.98
<b>Total Operating Supplies</b>	<b>0.00</b>	<b>1,131.18</b>
Street Contract Labor	900.00	4,900.00
Street Maintenance		
Grass	500.00	2,000.00
Street & Road Signs	0.00	697.26
Trees	0.00	63.98
Weeds	0.00	177.95
Street Maintenance - Other	0.00	20,627.31
<b>Total Street Maintenance</b>	<b>500.00</b>	<b>23,566.50</b>
Street Repairs	0.00	33,369.00
Street Retirement Contribution		
Justin	172.16	1,017.51
Randy	257.09	1,565.24
<b>Total Street Retirement Contribution</b>	<b>429.25</b>	<b>2,582.75</b>
Street Salaries		
Jeb		
Wages	28.62	196.39
<b>Total Jeb</b>	<b>28.62</b>	<b>196.39</b>
Justin		
Wages	2,869.29	16,728.09
<b>Total Justin</b>	<b>2,869.29</b>	<b>16,728.09</b>
Randy		
Wages	4,284.80	25,720.50
<b>Total Randy</b>	<b>4,284.80</b>	<b>25,720.50</b>
<b>Total Street Salaries</b>	<b>7,182.71</b>	<b>42,644.98</b>
Utilities (Street Lights)	1,163.64	9,123.68
<b>Total 4 - Streets</b>	<b>10,175.60</b>	<b>117,318.09</b>
<b>5 - Fire Department</b>		
Exterminator	0.00	90.00
Insurance	0.00	2,560.74
Utilities	93.78	1,562.88
<b>Total 5 - Fire Department</b>	<b>93.78</b>	<b>4,213.62</b>
Community Outreach	2.06	2.06
Park		
Event		
Christmas Parade	0.00	2,463.28
<b>Total Event</b>	<b>0.00</b>	<b>2,463.28</b>
Park - Other	0.00	124,768.87
<b>Total Park</b>	<b>0.00</b>	<b>127,232.15</b>



8:22 AM

06/11/24

Cash Basis

**City of Riesel - General**  
**Profit & Loss YTD Comparison**  
May 2024

	May 24	Oct '23 - May 24
Reconciliation Discrepancies	0.00	-0.04
Total Expense	85,964.70	1,015,966.78
Net Ordinary Income	-14,947.95	11,234.27
Other Income/Expense		
Other Expense		
Budgeted Server	10,708.15	10,708.15
Payroll Clearing	0.00	0.00
Phone System Upgrade	3,550.00	3,550.00
Total Other Expense	14,258.15	14,258.15
Net Other Income	-14,258.15	-14,258.15
Net Income	<b>-29,206.10</b>	<b>-3,023.88</b>

# City of Riesel - Water

## Profit & Loss YTD Comparison

### May 2024

	May 24	Oct '23 - May 24
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
ARPA FUNDS-Arsenic Reduction	0.00	25,602.03
Franchise Revenue	0.00	0.00
Hydraulic Study	-2,728.75	-546.25
<b>Interest Income</b>		
Construction I & S	0.00	117.54
Dividend income	0.00	141,290.35
Water \$100,000 CD	0.00	2,433.11
Water Ill Reserve	0.00	708.46
Water Money Market	1,138.58	7,165.93
<b>Total Interest Income</b>	1,138.58	151,715.39
MS Water Supply	3,780.35	33,956.86
Series 2021 Bond Repayment	3,700.00	29,600.00
Sewer Revenue	0.00	0.00
Tie In Fees	0.00	28,000.00
Trash Revenue		
Trash Revenue - Surcharge	37.03	74.06
Trash Revenue - Other	10,867.45	96,575.31
<b>Total Trash Revenue</b>	10,904.48	96,649.37
Water Revenue		
Refunds	-430.00	-1,020.04
Returned Checks	0.00	-1,488.10
Revenue	36,565.36	296,901.50
Water Revenue - Other	430.00	480.00
<b>Total Water Revenue</b>	36,565.36	294,873.36
<b>Total Income</b>	53,360.02	659,850.76
<b>Gross Profit</b>	53,360.02	659,850.76
<b>Expense</b>		
Amortization Expense	0.00	16,116.00
Arsenic Proj-Prin Forg S2021	0.00	15,068.36
Building Maintenance	0.00	0.00
City Retirement Contribution		
Justin	86.08	508.76
Randy	128.54	782.65
<b>Total City Retirement Contribution</b>	214.62	1,291.41
Clothing	0.00	311.73
Conservation Fee	90.33	1,173.15
<b>Depreciation expense</b>	0.00	118,404.00
Dues	0.00	1,125.00
Emp Health Insurance		
Special Ins Services	833.65	6,588.50
<b>Total Emp Health Insurance</b>	833.65	6,588.50
Engineer Fees		
Arsenic	0.00	62,985.83
Engineer Fees - Other	540.00	16,139.25
<b>Total Engineer Fees</b>	540.00	79,125.08
Generator	0.00	138.15
Insurance		
Property	0.00	3,858.75
Worker's Comp	0.00	2,442.16
<b>Total Insurance</b>	0.00	6,300.91



City of Riesel - Water  
**Profit & Loss YTD Comparison**  
 May 2024

	May 24	Oct '23 - May 24
<b>Interest</b>		
Interest - Bond Payable	0.00	13,642.50
<b>Total Interest</b>	0.00	13,642.50
<b>Lab Expense</b>	508.00	3,311.90
<b>Legal &amp; Audit Fees</b>		
Legal Fees	0.00	3,110.00
<b>Total Legal &amp; Audit Fees</b>	0.00	3,110.00
<b>Machinery RRM</b>		
Trailer	0.00	0.00
Machinery RRM - Other	0.00	162.86
<b>Total Machinery RRM</b>	0.00	162.86
<b>Miscellaneous Expense</b>	0.00	0.00
<b>Office Supplies</b>		
Water Office - Office Supplies	0.00	835.48
Office Supplies - Other	0.00	629.40
<b>Total Office Supplies</b>	0.00	1,464.88
<b>Operating Supplies</b>	955.41	19,168.16
<b>Payroll Taxes</b>	274.72	1,632.13
<b>Permit Fee</b>	0.00	166.00
<b>Phones &amp; Pagers</b>		
Cell Phones	83.66	669.34
<b>Total Phones &amp; Pagers</b>	83.66	669.34
<b>Postage</b>	304.22	2,119.17
<b>Regulatory Fees</b>	0.00	1,234.85
<b>Repairs/Replacement/Maintenance</b>	-1,500.00	395.00
<b>Royalty Fee</b>	335.90	1,589.23
<b>Salaries</b>		
<b>Jeb</b>		
Wages	14.31	91.41
<b>Total Jeb</b>	14.31	91.41
<b>Justin</b>		
Wages	1,434.65	8,364.08
<b>Total Justin</b>	1,434.65	8,364.08
<b>Randy</b>		
Wages	2,142.40	12,860.28
<b>Total Randy</b>	2,142.40	12,860.28
<b>Total Salaries</b>	3,591.36	21,315.77
<b>Storage Tank</b>		
Inspection	0.00	0.00
<b>Total Storage Tank</b>	0.00	0.00
<b>Tools</b>	0.00	1,206.86
<b>Trash Expense</b>	12,289.42	96,015.12
<b>Travel &amp; Training</b>	0.00	213.75
<b>Truck</b>		
Parts	0.00	150.12
Truck - Other	0.00	942.46
<b>Total Truck</b>	0.00	1,092.58
<b>Truck (Gas)</b>	616.89	3,938.99

8:30 AM

06/11/24

Cash Basis

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

	May 24	Oct '23 - May 24
Utilities		
Electric		
Navasota	3,878.82	36,588.30
Electric - Other	0.00	3,480.24
Total Electric	3,878.82	40,068.54
Phone	354.89	354.89
Total Utilities	4,233.71	40,423.43
Water Line Replacement	0.00	0.00
Water Meters	0.00	3,252.50
Water Purchased		
MS	0.00	222.50
Tri County	1,025.00	4,025.00
Total Water Purchased	1,025.00	4,247.50
Well - RMS	0.00	0.00
Well Maintenance	0.00	897.10
Total Expense	24,396.89	466,911.91
Net Ordinary Income	28,963.13	192,938.85
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
<b>Net Income</b>	<b>28,963.13</b>	<b>192,938.85</b>

## City of Riesel - Sewer Profit & Loss YTD Comparison May 2024

	May 24	Oct '23 - May 24
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
Interest Income		
1999 Fund	0.00	964.59
Repair & Replacement	0.00	111.27
Sewer Money Market	395.70	2,539.07
<b>Total Interest Income</b>	395.70	3,614.93
Sewer Revenue		
Revenue	10,935.16	91,868.93
<b>Total Sewer Revenue</b>	10,935.16	91,868.93
Tie In Fees	0.00	4,500.00
<b>Total Income</b>	11,330.86	99,983.86
<b>Expense</b>		
Bond Interest Expense	0.00	7,077.50
City Retirement Contribution		
Justin	0.00	422.68
Randy	0.00	654.09
<b>Total City Retirement Contribution</b>	0.00	1,076.77
CLFRF-Sewer Rehab Proj	0.00	93,478.40
Depreciation expense	0.00	24,542.00
Insurance		
Property	0.00	3,858.75
Worker's Comp.	0.00	2,442.16
<b>Total Insurance</b>	0.00	6,300.91
Irrigation Pond	0.00	227.56
Lab Expense	360.00	3,059.00
Legal Fees	0.00	200.00
Lift Station	0.00	3,478.61
Operating Supplies	0.00	1,286.24
Payroll Taxes	274.72	1,632.15
Regulatory Fees		
Permit Renewal	0.00	1,250.00
<b>Total Regulatory Fees</b>	0.00	1,250.00
Repairs/Replacement/Maintenance	800.00	13,164.91
Salaries		
Jeb		
Wages	14.31	98.20
<b>Total Jeb</b>	14.31	98.20
Justin		
Wages	1,434.65	8,364.08
<b>Total Justin</b>	1,434.65	8,364.08
Randy		
Wages	2,142.40	12,860.28
<b>Total Randy</b>	2,142.40	12,860.28
<b>Total Salaries</b>	3,591.36	21,322.56
Sewer Line Replacement	0.00	2,534.00
Tools	0.00	214.99

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

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	May 24	Oct '23 - May 24
Utilities		
Electric		
Reliant	32.67	2,320.46
Electric - Other	0.00	7,565.60
Total Electric	32.67	9,886.06
Gas	0.00	532.25
Total Utilities	32.67	10,418.31
Total Expense	5,058.75	191,263.91
Net Ordinary Income	6,272.11	-91,280.05
Net Income	<u>6,272.11</u>	<u>-91,280.05</u>

## City of Riesel - GENERAL FUND Balance Sheet - Bank Accounts

As of May 31, 2024

	May 31, 24
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1a - Unrestricted Cash	
*Checking	45,386.99
Payroll	77,583.11
Petty Cash	
Court Cash	100.00
General Cash	100.00
Petty Cash - Other	5,000.00
Total Petty Cash	5,200.00
Total 1a - Unrestricted Cash	128,170.10
1b - Restricted Cash	
2013 I & S Fund	177.34
POA / Drug Seizure	100.00
Total 1b - Restricted Cash	277.34
2a - Unrestricted Investments	
General Fund (sept)	4,517.78
General Fund II (may)	41,485.80
General Fund III (june)	21,128.77
Total 2a - Unrestricted Investments	67,132.35
Charles St Project Fund	129,346.89
General Fund Money Market	
*General Fund	2,324,195.28
City Hall Building	313,188.48
Drug Seizure/POA	4,335.40
Judicial Betterment	8,265.98
Security	141,768.79
Technology	160,765.26
General Fund Money Market - Other	-107.59
Total General Fund Money Market	2,952,411.60
Total Checking/Savings	3,277,338.28
Total Current Assets	3,277,338.28
<b>TOTAL ASSETS</b>	<b>3,277,338.28</b>
<b>LIABILITIES &amp; EQUITY</b>	<b>0.00</b>

**City of Riesel - WATER FUND**  
**Balance Sheet - Bank Accounts**  
 As of May 31, 2024

	May 31, 24
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Construction Fund	
3a - Unrestricted Cash	
Construction Checking 8528	1,981
Total 3a - Unrestricted Cash	1,981
3b - Restricted Cash	
Construction I & S 8536	185,106
3b - Restricted Cash - Other	29
Total 3b - Restricted Cash	185,135
Total Construction Fund	187,116
Water Fund	
1a - Unrestricted Cash	
Checking 2002	114,532
Total 1a - Unrestricted Cash	114,532
1b - Restricted Cash	
2021 TWDB Escrow 8600	5,439,403
2021 TWDB Principal for LF 8601	415,811
Water III I&S 4014	51,433
Total 1b - Restricted Cash	5,906,647
2b - Restricted Investments	
Water \$100,000 CD (Sept)	133,708
Water III Reserve Fund	38,932
Total 2b - Restricted Investments	172,641
2c - ARPA GRANT 8597	25,641
Water Fund Money Market	
*Water Fund	1,613,913
Arsenic	236,741
Contingency	100,000
Line Replacement	170,280
Water Fund Money Market - Other	-71,955
Total Water Fund Money Market	2,048,979
Total Water Fund	8,268,440
Total Checking/Savings	8,455,556
Total Current Assets	8,455,556
<b>TOTAL ASSETS</b>	<b>8,455,556</b>
<b>LIABILITIES &amp; EQUITY</b>	<b>0</b>



**City of Riesel - SEWER FUND**  
**Balance Sheet - Bank Accounts**  
As of May 31, 2024

	<u>May 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
1a - Unrestricted Cash	
Checking 6644	8,392.01
Total 1a - Unrestricted Cash	8,392.01
1b - Restricted Cash	
Sewer Jr I&S 0241	27,609.71
Total 1b - Restricted Cash	27,609.71
2b - Restricted Investments	
Sewer 1999 Reserve Bond (sept)	48,319.61
Sewer Repair&Replacement (sept)	6,114.60
Sewer Reserve Bond (jan)	13,710.78
Total 2b - Restricted Investments	68,144.99
Sewer Fund Money Market 1840	
* Sewer Fund	67,012.43
CLFRF Sewer Rehab Project	253,617.94
Contingency	75,000.00
Line Replacement	150,872.71
Sewer Fund Money Market 1840 - Other	172,760.14
Total Sewer Fund Money Market 1840	719,263.22
Total Checking/Savings	823,409.93
Total Current Assets	823,409.93
TOTAL ASSETS	<u>823,409.93</u>
LIABILITIES & EQUITY	0.00

4



City of Riesel - General

6/11/2024 8:25 AM

Register: 1a - Unrestricted Cash:\*Checking

From 05/01/2024 through 05/31/2024

*Check Register*

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
05/01/2024			General Fund Money ...	Funds Transfer		X	25,000.00	48,093.45
05/03/2024	eft	United States Treasury	-split-	EFTPS Payme...	4,438.64	X		43,654.81
05/03/2024	20970	Alfred Lehmann Serv...	Accounts Payable	Invoice# 1042	900.00	X		42,754.81
05/03/2024	20971	Ambold's	Accounts Payable	Acct 2790	49.99	X		42,704.82
05/03/2024	20972	AT&T Wireless Serv...	Accounts Payable	Acct# 2873296...	442.81	X		42,262.01
05/03/2024	20973	Atwoods Distributing...	Accounts Payable	Invoice# 3509/46	69.96	X		42,192.05
05/03/2024	20974	Brandon Foster	Accounts Payable	Citation# 1460...	2.00			42,190.05
05/03/2024	20975	Bureau Veritas North...	Accounts Payable	Customer# 586...	1,034.20	X		41,155.85
05/03/2024	20976	CP&Y Inc	Accounts Payable	Inv# CIRI2400...	710.00	X		40,445.85
05/03/2024	20977	David Rogers	Accounts Payable	Citation# 24 03...	29.00			40,416.85
05/03/2024	20978	Federico Gutierrez	Accounts Payable	Citation# 24 05...	12.00	X		40,404.85
05/03/2024	20979	Jessy Moss	Accounts Payable	Citation# 24 06...	46.00	X		40,358.85
05/03/2024	20980	Kyle OConnor	Accounts Payable	Citation# 24 06...	12.00	X		40,346.85
05/03/2024	20981	Leann Evans	Accounts Payable	citation# 23 02...	0.33			40,346.52
05/03/2024	20982	Liberty National	Accounts Payable	Acct# 85805	166.34	X		40,180.18
05/03/2024	20983	Lyman King	Accounts Payable	Citation# 1748...	120.00			40,060.18
05/03/2024	20984	Martin Martinez	Accounts Payable	Invoice# 001	240.00	X		39,820.18
05/03/2024	20985	Old Republic Surety ...	Accounts Payable	Bond-Chelsea ...	88.00	X		39,732.18
05/03/2024	20986	Quill Corporation	Accounts Payable	Invoice# 38242...	98.98	X		39,633.20
05/03/2024	20987	Verizon	Accounts Payable	Acct# 850-460-...	44.61	X		39,588.59
05/03/2024	20988	Visa - Card Services	Accounts Payable	XXXXXX XXX...	2,948.56	X		36,640.03
05/03/2024	20989	Waco-McLennan Co...	Accounts Payable	Qtrly Pymt Co...	889.43	X		35,750.60
05/10/2024			-split-	Deposit		X	14,679.46	50,430.06
05/10/2024	20990	Armaan Sanghvi	Accounts Payable	CitatioN# 23 0...	334.00	X		50,096.06
05/10/2024	20991	Brandon Garcia	Accounts Payable	Citation# 24 05...	200.00	X		49,896.06
05/10/2024	20992	Christopher Daza	Accounts Payable	Citation# 24 05...	32.00	X		49,864.06
05/10/2024	20993	Haley & Davis PC	Accounts Payable	Invoice# 2373...	460.00	X		49,404.06
05/10/2024	20994	HOT Network Consu...	Accounts Payable	Invoice# 78442	787.20	X		48,616.86
05/10/2024	20995	Kelsey Gibbs	Accounts Payable	Citation# 1958...	1.00			48,615.86
05/10/2024	20996	Riesel Fuel Service	Accounts Payable	Invoice# 35163	1,608.44	X		47,007.42
05/10/2024	20997	Riesel Rustler	Accounts Payable	Invoice# 4078	5.00	X		47,002.42
05/10/2024	20998	Tyler Novero	Accounts Payable	Citation# 24 06...	9.00			46,993.42
05/10/2024	20999	Windstream	Accounts Payable	Acct# 1269993...	500.61	X		46,492.81
05/10/2024	21000	Special Insurance Ser...	Accounts Payable	Invoice# C002...	201.75	X		46,291.06
05/17/2024			1 - General Governmen...	Deposit		X	494.39	46,785.45
05/17/2024	eft	United States Treasury	-split-	EFTPS Payme...	4,479.00	X		42,306.45
05/17/2024	21002	Alexander Vazquez-...	Accounts Payable	Citation# 24 03...	1.00			42,305.45
05/17/2024	21003	Bobby Miser	Accounts Payable	Citation# 24 03...	20.00	X		42,285.45
05/17/2024	21004	HOT Network Consu...	Accounts Payable		14,308.15	X		27,977.30
05/17/2024	21005	MSC Appliance Repair	Accounts Payable	Invoice# 000681	370.00	X		27,607.30

City of Riesel - General

6/11/2024 8:25 AM

Register: 1a - Unrestricted Cash:\*Checking

From 05/01/2024 through 05/31/2024

Check Register

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
05/17/2024	21006	Paul Christensen & ...	Accounts Payable	Invoice# 3324	15,000.00	X		12,607.30
05/17/2024	21007	Quill Corporation	Accounts Payable		149.92	X		12,457.38
05/17/2024	21008	Selena Rojas Ramirez	Accounts Payable	Citation# 24 07...	72.00	X		12,385.38
05/17/2024	21009	Stein Lawn & Lands...	Accounts Payable	Invoice# 6237	500.00	X		11,885.38
05/17/2024	21010	TXU Energy	Accounts Payable	Invoice# 05400...	2,871.30	X		9,014.08
05/21/2024			General Fund Money ...	large checks		X	30,000.00	39,014.08
05/24/2024	ach	Intuit	I - General Governmen...	Checks and env...	649.00	X		38,365.08
05/30/2024	eft	TMRS	Accounts Payable	Retirement Ma...	5,571.12			32,793.96
05/30/2024	21011	Aflac	Accounts Payable	Acct# BY511	107.77			32,686.19
05/30/2024	21012	Arkadii Ramonov	Accounts Payable	Citation# 24 07...	10.00			32,676.19
05/30/2024	21013	AT&T Wireless Serv...	Accounts Payable	Acct# 2873296...	442.81			32,233.38
05/30/2024	21014	City of Waco Fiscal ...	Accounts Payable	Invoice# 32499	666.00			31,567.38
05/30/2024	21015	Gary Cunha, PC	Accounts Payable	May 2024	1,000.00			30,567.38
05/30/2024	21016	Geronimo Devora	Accounts Payable	Citation# 24 03...	6.00			30,561.38
05/30/2024	21017	HOT Network Consu...	Accounts Payable		200.00			30,361.38
05/30/2024	21018	Jeffrey Rosas	Accounts Payable	Citation# 2407...	100.00			30,261.38
05/30/2024	21019	Jesus De Leon Herrera	Accounts Payable	Citation# 2407...	42.00			30,219.38
05/30/2024	21020	Lester Rice	Accounts Payable	Citation# 24 07...	70.00			30,149.38
05/30/2024	21021	Liberty National	Accounts Payable	Acct# 85805	166.34			29,983.04
05/30/2024	21022	Lourdes Gomez de ...	Accounts Payable	Citation# 24 07...	2.00			29,981.04
05/30/2024	21023	McLennan County A...	Accounts Payable	Invoice# 43066	589.66			29,391.38
05/30/2024	21024	Pattillo Brown & Hil...	Accounts Payable	Invoice# 485306	950.00			28,441.38
05/30/2024	21025	Royce Loewen	Accounts Payable	Citation# 24 06...	2.00			28,439.38
05/30/2024	21026	TML Multistate Inter...	Accounts Payable	Invoice# PRIE...	3,966.50			24,472.88
05/30/2024	21027	Verizon	Accounts Payable	Acct# 850-460-...	44.91			24,427.97
05/31/2024	eft	United States Treasury	-split-	EFTPS Payme...	4,040.98	X		20,386.99
05/31/2024			General Fund Money ...	Funds Transfer		X	25,000.00	45,386.99



City of Riesel - Water

6/11/2024 8:30 AM

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

Check Register

From 05/01/2024 through 05/31/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
05/01/2024			Water Revenue	Deposit			400.00	88,043.08
05/01/2024			-split-	Deposit		X	712.91	88,755.99
05/01/2024			Water Fund:1b - Restri...	Water Ckg to ...	3,000.00	X		85,755.99
05/01/2024			Due to/from Sewer Fund	april revenue	11,615.19	X		74,140.80
05/01/2024			Water Fund:Water Fun...	april revenue	45,688.75	X		28,452.05
05/01/2024			Water Fund:Water Fun...	Funds Transfer		X	25,000.00	53,452.05
05/01/2024			Water Fund:Water Fun...	Funds Transfer		X	25,000.00	78,452.05
05/02/2024			-split-	Deposit		X	900.00	79,352.05
05/02/2024			-split-	Deposit		X	2,399.51	81,751.56
05/03/2024	17255	CP&Y Inc	Accounts Payable		975.00	X		80,776.56
05/03/2024	17256	Debra Adamek	Accounts Payable	Refund	400.00	X		80,376.56
05/03/2024	17257	Framing Men	Accounts Payable	Jena St Hydrau...	425.00	X		79,951.56
05/03/2024	17258	Frontier Waste Soluti...	Accounts Payable	Invoice# 202404	11,660.77	X		68,290.79
05/03/2024	17259	Henritta Mormino v	Accounts Payable	April 2024	194.00	X		68,096.79
05/03/2024	17260	MARC	Accounts Payable	Invoice# 08166...	170.32	X		67,926.47
05/03/2024	17261	Margaret Wilson	Accounts Payable	Church St Hyd...	565.00			67,361.47
05/03/2024	17262	McLennan County G...	Accounts Payable	April 2024	90.33	X		67,271.14
05/03/2024	17263	Sharon Koester	Accounts Payable	FM1860 Hydra...	838.75	X		66,432.39
05/03/2024	17264	Trey Fowlkes	Accounts Payable	Kattner Rd Hy...	1,000.00	X		65,432.39
05/03/2024	17265	Tri-County S.U.D.	Accounts Payable	Acct# 2441	525.00	X		64,907.39
05/03/2024	17266	Vanndy Keo	Accounts Payable	VOID: 300 Mo...		X		64,907.39
05/06/2024			-split-	Deposit		X	4,382.54	69,289.93
05/06/2024			-split-	Deposit		X	3,874.45	73,164.38
05/07/2024			-split-	Deposit		X	2,242.70	75,407.08
05/08/2024			-split-	Deposit		X	3,330.67	78,737.75
05/09/2024			-split-	Deposit		X	1,400.00	80,137.75
05/09/2024			Customer Deposits:Ne...	Deposit		X	300.00	80,437.75
05/09/2024			-split-	Deposit		X	1,987.56	82,425.31
05/10/2024			-split-	Deposit		X	1,447.21	83,872.52
05/10/2024	17267	Bio Chem Lab, Inc.	Accounts Payable	Invoice# 15923...	30.00	X		83,842.52
05/10/2024	17268	DSHS Central Lab M...	Accounts Payable	Acct CEN.CD4...	250.00	X		83,592.52
05/10/2024	17269	Glenna Sandhoff	Accounts Payable	378 S Memoria...	227.70	X		83,364.82
05/10/2024	17270	Jacquelyn Niles	Accounts Payable	Deposit Refund	300.00	X		83,064.82
05/10/2024	17271	National Wholesale ...	Accounts Payable	Invoice# S492...	674.59	X		82,390.23
05/10/2024	17272	Sims Plastics	Accounts Payable	Invoice# 35605...	54.52			82,335.71
05/10/2024	17273	Windstream	Accounts Payable	Acct# 1269989...	167.16	X		82,168.55
05/13/2024			-split-	Deposit		X	20,931.64	103,100.19
05/14/2024			-split-	Deposit		X	2,581.90	105,682.09
05/15/2024			-split-	Deposit		X	5,212.90	110,894.99
05/15/2024			-split-	Deposit		X	600.00	111,494.99

City of Riesel - Water

6/11/2024 8:30 AM

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

Check Register

From 05/01/2024 through 05/31/2024

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
05/16/2024			-split-	Deposit		X	1,834.67	113,329.66
05/17/2024			-split-	Deposit		X	1,283.41	114,613.07
05/17/2024	17274	Cecil Poteet	Accounts Payable	300 W Frederic...	229.47			114,383.60
05/17/2024	17275	James Fickens	Accounts Payable	114 Indian Trai...	202.22	X		114,181.38
05/17/2024	17276	Jeff Gommert	Accounts Payable	212 Railroad D...	102.15	X		114,079.23
05/17/2024	17277	Keith Byer	Accounts Payable	Hydraulic Stud...	565.00	X		113,514.23
05/17/2024	17278	Navasota Valley Elec...	Accounts Payable		3,878.82	X		109,635.41
05/20/2024			-split-	Deposit		X	1,319.01	110,954.42
05/21/2024			-split-	Deposit		X	949.90	111,904.32
05/22/2024			-split-	Deposit		X	600.00	112,504.32
05/22/2024			-split-	Deposit		X	616.38	113,120.70
05/23/2024			Water Revenue	Deposit		X	30.00	113,150.70
05/23/2024			-split-	Deposit		X	445.24	113,595.94
05/24/2024			-split-	Deposit		X	1,279.22	114,875.16
05/28/2024			-split-	Deposit		X	1,325.33	116,200.49
05/29/2024			-split-	Deposit		X	600.00	116,800.49
05/29/2024			-split-	Deposit		X	240.69	117,041.18
05/29/2024			-split-	Deposit			399.31	117,440.49
05/29/2024	eft	United States Postal ...	Accounts Payable	May Water Bill...	251.22	X		117,189.27
05/30/2024			Repairs/Replacement/...	Deposit		X	1,500.00	118,689.27
05/30/2024			-split-	Deposit			240.69	118,929.96
05/30/2024	17279	Asencion Estrada	Accounts Payable	refund	30.00			118,899.96
05/30/2024	17280	Henritta Mormino v	Accounts Payable	May 2024	141.90			118,758.06
05/30/2024	17281	Robert McDonough, Jr	Accounts Payable	100 Brookshire...	224.22			118,533.84
05/30/2024	17282	Trey Fowlkes	Accounts Payable	346 Kattner Rd...	247.00			118,286.84
05/30/2024	17283	Tri-County S.U.D.	Accounts Payable	Acct# 2441	500.00			117,786.84
05/30/2024	17284	Vandy Keo	Accounts Payable	300 Morris De...	198.04			117,588.80
05/30/2024	17285	Windstream	Accounts Payable	Acct# 1269989...	187.73			117,401.07
05/31/2024			-split-	Deposit			130.55	117,531.62
05/31/2024	PBH053...		Due to/from General F...					117,531.62
05/31/2024			Water Fund:1b - Restri...	Funds Transfer	3,000.00	X		114,531.62

City of Riesel - Sewer

6/11/2024 8:33 AM

Register: 1a - Unrestricted Cash:Checking 6644

From 05/01/2024 through 05/31/2024

Check Register

Sorted by: Date, Type, Number/Ref

<b>Date</b>	<b>Number</b>	<b>Payee</b>	<b>Account</b>	<b>Memo</b>	<b>Payment</b>	<b>C</b>	<b>Deposit</b>	<b>Balance</b>
05/01/2024			Sewer Fund Money Ma...	Deposit		X	5,000.00	4,698.68
05/10/2024	8418	Bio Chem Lab	Accounts Payable	Invoice# 10000...	474.00	X		4,224.68
05/10/2024	8419	Reliant Energy	Accounts Payable	Inv# 115 011 4...	32.67	X		4,192.01
05/17/2024	8420	Metro Plumbing	Accounts Payable	Invoice# 2765	800.00	X		3,392.01
05/31/2024			Sewer Fund Money Ma...	Deposit		X	5,000.00	8,392.01

# 2024-2025 BUDGET CALENDAR

Fiscal Year Beginning October 1, 2024

TAX RATES MUST BE ADOPTED NO LATER THAN SEPTEMBER 1, 2024

**\*\*The budget must be passed before the tax levy ordinance can be passed\*\***

<u>DATE</u>	<u>ACTIVITY</u>	<u>RESPONSIBLE PARTY</u>
May 20	Preliminary Tax Roll Received from McCAD	City Secretary
June 10	Individual Department Budget Requests Due	Department Heads
<b>June 04</b>	<b>SPECIAL MEETING – POLICY WORK SESSION</b>	<b>City Council</b>
<b>June 11</b>	<b>REGULAR COUNCIL MEETING</b>	<b>City Council</b>
July 1-8	Budget Kickoff – Preparing Basic Worksheets Review Budget Calendar & Confirm Scheduled Dates Tax Rate Discussion, Projects, Goals, Priorities	Mayor & City Sec.
<b>July 02</b>	<b>OPTIONAL SPECIAL MEETING –WORK SESSION???</b>	<b>City Council</b>
July 04	<b>CITY HOLIDAY</b>	
July 5	Post AGENDA for Reg Mtg	City Secretary
<b>July 9</b>	<b>REGULAR COUNCIL MEETING</b>	<b>City Council</b>
	Review prelim budget worksheets Tax Rate Discussion, Establish Projects, Goals, Priorities	
July 25	Deadline for Chief Appraiser to certify tax rolls.	McLennan Appraisal Dist.
July 26	Post Agenda for Special Meeting *Put ACTION item on agenda to order hearings	City Secretary
July 29	Notify Rustler by noon on Monday 7/29 to print Public notices on 8/2 for hearings to be on 8/13	City Secretary
July 29	Preliminary Budget Filed with Secretary (Must be filed 30 days before tax rate adopted)	Mayor
<b>*July 29</b>	<b>SPECIAL MEETING - BUDGET WORK SESSION</b>	<b>City Council</b>
	Council reviews/discusses Mayor’s proposed budget *Council Calls for a Budget Public Hearing to be held August 13, 2024 *Council Calls for Tax Rate Public Hearing to be held August 13, 2024 *Put ACTION item on agenda to order hearings	City Secretary
July 30	Work on implementing budget revisions requested by council at the work session and special meeting.	City Secretary
July 29	Deadline for Worksheets to be sent to taxing entities Calculation of NNR and VAR	McLennan Tax Assessor

Aug 02	Notice of Tax Rate Hearing prints in paper	Rustler
	Notice of Budget Hearing prints in paper	Rustler
	Notice of Small Taxing Unit setting Tax Rate prints in paper	Rustler/Tax Office

Aug 2	<b>Post Agenda</b> with Consider & Act Item on the budget hearing	City Secretary
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<b>*Aug 13</b>	<b>PUBLIC HEARINGS &amp; REGULAR MEETING</b>	<b>City Council</b>
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Tax Rate Hearing & Budget Hearing  
(At conclusion of budget hearing, there must be some sort of action,  
Even if just to postpone the final budget vote until Sept. 1st)  
Discuss proposed 2024-25 Proposed Budget line items  
\* MUST officially **PROPOSE** a 2024-25 ad valorem tax rate for notice purposes.

Aug 13-28	Continue working with Mayor to implement changes as Suggested at the council meeting and public hearings.	City Secretary
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Aug. 23	TAX Notice in paper- new law, must run ¼ pg ad in paper (notify paper NLT 19 <sup>th</sup> )	Tax Assessor
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Aug. 23	<b>Post Agenda</b> for Special Called Meeting/Hearing	City Secretary
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<b>*Aug 29</b>	<b>SPECIAL CALLED MEETING</b>	<b>City Council</b>
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Final Adoption of budget (**Ordinance #** \_\_\_\_\_)  
Final Adoption of tax rate (**Ordinance #** \_\_\_\_\_)

Aug 30	Final Budget filed with Municipal Clerk	City Secretary
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Aug 30	File copy of approved budget w/County Clerk	City Secretary
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Sept. 2	Labor Day Holiday	
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<b>Sept. 10</b>	<b>REGULAR COUNCIL MEETING</b>	<b>City Council</b>
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Sept. 30	End of 2024 Fiscal Year!	
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October 1	New Fiscal Year Begins	
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