



CITY OF UHLAND

Notice and Agenda of Umland City Council Regular Meeting Wednesday, November 4, 2020 at 6:00 p.m.

City Hall Council Chambers, 15 North Old Spanish Trail, Umland, Texas

Notice is hereby given that the City Council of the City of Umland, Texas will hold a meeting via Zoom Conference. Members of the public may attend the meeting remotely by web or telephone. Meeting login details may be found below.

On March 16, 2020, and until further notice or until the state disaster declaration expires, the Governor of the State of Texas has suspended certain sections of the Texas Open Meetings Act. Therefore, this meeting is hereby posted and will be held in accordance with those sections of the Texas Open Meetings Act in effect as of the date of the posting of this agenda.

Members of the public may join the Zoom Meeting by one of the following methods:

By web:

<https://us02web.zoom.us/j/2508443928?pwd=Q2dyWVFYMnpjUStCaWdxYzRTN0pHQOT09>

Meeting ID: 250 844 3928

Passcode: 313687

+13462487799,,2508443928#,,,,,0#,,313687# US (Houston)

+12532158782,,2508443928#,,,,,0#,,313687# US (Tacoma)

By phone:

Dial by your location

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 669 900 9128 US (San Jose)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 250 844 3928

Passcode: 313687

Find your local number: <https://us02web.zoom.us/j/2508443928?pwd=Q2dyWVFYMnpjUStCaWdxYzRTN0pHQOT09>

A. CALL TO ORDER

1. Roll Call
2. Declaration of Quorum

B. PUBLIC COMMENTS

Due to the remote nature of this meeting all public comment speakers must submit public comments to the City Secretary at citysecretary@uhlandtx.us by providing their name, and contact information they wish to be made public, as well as the name and date of the meeting and each topic they wish to speak about no later than one (1) hour **PRIOR** to the start of the scheduled meeting. All speakers will be allowed to speak for three (3) minutes on each topic for which they properly submitted.

Public comments on agenda items will be taken at the time each topic is called.

At this time, public comments will be taken from the audience on any topic NOT listed on the agenda. **No discussion or formal action will be taken at this meeting on topics not on the agenda.** Inquiries about matters not listed on the agenda should be directed to City Staff following the meeting.

C. PUBLIC HEARING

1. Harvest Creek – Zoning Change from Agricultural to PDD (Residential) for the following described property:
TITLE SURVEY OF 34.083 ACRES OF LAND, SITUATED IN THE ALBERT PACE SURVEY NUMBER 55, ABSTRACT NUMBER 367, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 48.725 ACRE TRACT OF LAND CONVEYED TO DIANE GARONZIK IN VOLUME 2583, PAGE 504, OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS (COMPLETE DESCRIPTIONS ARE AVAILABLE AT CITY HALL).
2. Water Line Project, 7218489 - Texas Community Development Block Grant (TxCDBG) Program Grant from the Texas Department of Agriculture for a Water Improvements Project

D. CONSENT AGENDA

The following routine, clerical, and administrative items require no public hearing and are anticipated to require little or no individualized discussion by the City Council. It is intended that these items will be acted upon with a single motion as a collective, singular item. A City Council Member may request separate deliberation for a specific item or items at which time that item or items will be removed from the consent agenda for discussion as a regular agenda item. Prior to a vote, the City Council may add to the consent agenda an item or items listed elsewhere on the regular agenda.

1. October 7, 2020 Regular City Council Meeting Minutes
2. Financials of September 2020

E. CITY STAFF REPORTS

Staff reports include briefings on pending matters from City officials or City staff.

1. **Coming Up:**
December – Calling 2021 General Election (Mayor, Alderpersons Place 4 and Place 5)

F. DISCUSSION ONLY ITEMS

Items listed under this heading are for discussion purposes ONLY. No formal action will be taken at this meeting on the items discussed under this heading.

None.

G. DISCUSSION AND POSSIBLE ACTION ITEMS

Items listed under this heading are for discussion and possible action.

1. Appointment of Economic Development Corporation (EDC) Board Member (2020-2022 Term - Place 3)
2. Terms of Office for Economic Development Corporation (EDC) – 2020-2021 Board of Directors
3. Harvest Creek – Zoning Change
 - a. Final Report
 - b. Zoning Change from Agricultural to Planned Development District (PDD) (Residential)
4. Harvest Creek Planned Development District (PDD) Preliminary Plat
5. Millcreek - Conditional Approval of Phase 3 Final Plat
6. El Camino Ranch RV Resort Planned Development District (PDD) Ordinance No. 140 – First Amendment - Ordinance Approving First Amendment to El Camino Ranch RV Resort Planned Development District (PDD)
7. Rocky Road Ranch Subdivision – Ordinance for Voluntary Annexation (24.901 Acre Tract out of the Lewis L. Joseph Survey, Abstract No. 164, Caldwell County)
8. Rocky Road Ranch Subdivision - Development Agreement - Planned Development District (PDD) Ordinance (24.901 Acre Tract out of the Lewis L. Joseph Survey, Abstract No. 164, Caldwell County)
9. Review Responses and Provide Staff Direction - Request for Qualifications for Professional Consulting Services to Prepare a Public Improvement District (PID) Feasibility Report

10. Contract Legal Services Agreement
11. Consultant City Planning Professional Services Agreement
12. Revised Interlocal Cooperation Agreement between Caldwell County and City of Uhland for Subdivision Regulations within the Extraterritorial Jurisdiction (ETJ) of the City of Uhland (1445 Agreement)
13. Resolution Accepting Caldwell County Tax Assessor's 2020 Certified Tax Roll Totaling \$28,604.42
14. Resolution Requesting Texas Department of Transportation (TxDot) Install a Continuous Turn Lane on SH 21 Starting at Cotton Gin Road and Continuing until Connected to the Current Turn Lane at High Road
15. City of Uhland City Limits and Extraterritorial Jurisdiction (ETJ) Map
16. City of Uhland Zoning Map
17. Review Response and Provide Staff Direction – Request for Proposal for Depository and Banking Services, Authorize Execution of Required Documentation and Approve Funds Transfer Resolution

H. EXECUTIVE SESSION

The City Council may retire to executive session any time between the meeting's opening and adjournment for the purposes of 1) consultation with *legal* counsel pursuant to Chapter 551.071 of the Texas Government Code, 2) deliberation regarding *real property* pursuant to Chapter 551.072 of the Texas Government Code, 3) deliberation about *Gifts and Donations* pursuant to Chapter 551.073 of the Texas Government Code, 4) discussion of *personnel matters* pursuant to Chapter 551.074 of the Texas Government Code, 5) deliberation regarding the deployment, or specific occasions for implementation of *security* personnel or devices pursuant to Chapter 551.076 of the Texas Government Code, 6) deliberation regarding *economic development* negotiations pursuant to Chapter 551.087 of the Texas Government Code. **Action, if any, on topics discussed will be taken in open session.**

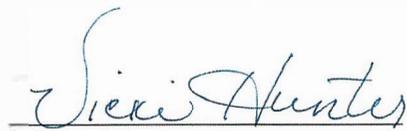
I. ANNOUNCEMENTS

Announcements include items of community interest, including expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of public officials, public employees, or other citizens; reminders on upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public's health and safety which have arisen after the posting of the agenda. No action will be taken, or in-depth discussion will occur on any announcement.

J. ATTENDANCE BY OTHER ELECTED OR APPOINTED OFFICIALS

It is anticipated that members of other city boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission and/or committee subject to the Texas Open Meetings Act.

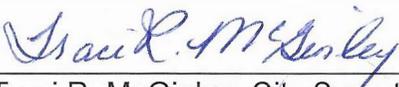
K. ADJOURNMENT



Approved: Vicki Hunter, Mayor

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice and Agenda of Meeting of the Uhland City Council was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, on the following date and time indicated, and remained so posted continuously for 72 hours preceding the scheduled time of said meeting.

 Posted: October 30, 2020 at 5:05 a.m. / (p.m.)
Traci R. McGinley, City Secretary

In compliance with the Americans with Disabilities Act, the City of Uhland will provide reasonable accommodations for persons attending City Council meetings. Braille is not available. To better serve you, requests should be received 48 hours prior to the meetings. Please contact Traci R. McGinley, City Secretary, at 512-398-7399 or email citysecretary@uhlandtx.us.



CITY OF UHLAND
15 North Old Spanish Trail
Uhland, TX 78640
512-398-7399
city@uhlandtx.us

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT: The City of Umland, Texas, is conducting proceedings for a zoning change from Agricultural to PDD (Residential) for the following described property,

TITLE SURVEY OF 34.083 ACRES OF LAND, SITUATED IN THE ALBERT PACE SURVEY NUMBER 55, ABSTRACT NUMBER 367, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 48.725 ACRE TRACT OF LAND CONVEYED TO DIANE GARONZIK IN VOLUME 2583, PAGE 504, OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS (COMPLETE DESCRIPTIONS ARE AVAILABLE AT CITY HALL).

For all persons interested in the above proposed zoning change, at said time and method noted below all such persons shall have the right to appear and be heard. These are planned as virtual meetings and members of the public may join the meetings by one of the methods noted below. Should the COVID-19 disaster be repealed between the date of this notice and the date of the public hearings, the location will be at Uhland City Hall, 15 N. Old Spanish Trail, Uhland TX 78640. Please check the agenda to confirm the location.

PLANNING AND ZONING COMMISSION HEARING will be held at 6:00 p.m. on October 21, 2020.

CITY COUNCIL HEARING will be held at 6:00 p.m. on November 4, 2020.

By web:

<https://us02web.zoom.us/j/2508443928?pwd=Q2dyWVFYMNpiUStCaWdxYzRTN0pHQQT09>

Meeting ID: 250 844 3928

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One tap mobile

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By phone:

Dial by your location

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+1 669 900 9128 US (San Jose)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

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CITY OF UHLAND

Umland Planning and Zoning Commission Meeting Minutes

Wednesday, October 21, 2020 at 6:00 p.m.

City Hall Council Chambers, 15 North Old Spanish Trail, Umland, Texas

The City of Umland Planning and Zoning Commission Meeting was held via Zoom Conference. Commissioners Rueben Mancias, Joanne Jarrett, Chris Warndahl, Lacey Duke and Mary LaPoint; as well as members of the public, attended the meeting remotely by web or telephone.

A. CALL TO ORDER. The meeting was called to order at 6:03 p.m.

Roll Call: Commissioners Rueben Mancias, Joanne Jarrett, Chris Warndahl and Lacey Duke were present (Commissioner Mary LaPoint arrived at 6:07 p.m.).

Staff in attendance: City Administrator Karen Gallaher, Legal Counsel Amy Aker, City Secretary Traci R. McGinley, City Engineers Hugo Elizondo, Jr., P.E. and Chris Elizondo, E.I.T., Cuatro Consultants, LTD.

B. PUBLIC COMMENTS

None.

C. PUBLIC HEARING

1. Harvest Creek – Zoning Change

Chair Jarrett opened the public hearing.

Scott Miller, Ranch Road Development, reminded the Commission that they previously reviewed this Planned Development District (PDD).

Commissioner LaPoint arrived.

No one else requested to speak regarding this item therefore Chair Jarrett closed the public hearing.

D. CONSENT AGENDA

1. September 16, 2020 Regular Planning and Zoning Commission Meeting Minutes

Moved by Commissioner Duke, seconded by Commissioner Warndahl to approve the Consent Agenda. The motion carried by the following vote:

Aye: Commissioners Mancias, Jarrett, Warndahl, Duke and LaPoint.

Nay: None.

Abstain: None.

E. CITY STAFF REPORTS

None.

F. DISCUSSION ONLY ITEMS

None.

G. DISCUSSION AND POSSIBLE ACTION ITEMS

1. Harvest Creek

a. Zoning Change – Final Report

Legal Counsel Aker advised the Commission on what would typically be included in a Final Report.

City Administrator Gallaher stated that the Preliminary Plat should have also been on this Agenda. Legal Counsel Aker explained that if it was not on the Agenda it could not be discussed. She asked when the Preliminary Plat application was received by the City. She apologized to Scott Miller and stated that she has no control of the schedule of when things come and go in the City and had no idea to make sure that was on there. City Administrator Gallaher responded that the Preliminary Plat Application was received August 21, 2020. Legal Counsel Aker confirmed that Scott Miller had requested a one-month deferral. Legal Counsel Aker added that this would have been the date that it would have come forward but the Planning and Zoning Commission cannot discuss it since it is not on the agenda, it gets moved forward by default and will go to City Council at the next meeting.

Moved by Commissioner Jarrett, seconded by Commissioner Duke to present the Final Report Recommending Approval of the Zoning Change to Council. The motion carried by the following vote:

Aye: Commissioners Mancias, Jarrett, Warndahl, Duke and LaPoint.

Nay: None.

Abstain: None.

2. Mill Creek
a. Phase 3 Final Plat

Scott Miller, Ranch Road Development, stated that it was the third and final phase of Mill Creek and in compliance with the approved preliminary plat.

City Engineer Hugo Elizondo, Jr. stated the Final Plat was reviewed, comments were issued and the developer is in the process of addressing those comments.

Legal Counsel Aker explained that the Commission could either recommend denial or a conditional approval provided that they meet the requirements of the engineer's comments.

In response to City Administrator Gallaher, Scott Miller stated that he believed this would be completed prior to the City Council Meeting.

Legal Counsel Aker stated that the City Engineer could make a recommendation as to whether this should move forward. Typically, a conditional approval is pending engineering comments, the developer has to resubmit to the Commission to get that condition removed before it can go forward to City Council.

City Engineer Hugo Elizondo, Jr. stated that he was not aware that County Line SUD had provided comments, but did not have a problem recommending that it move forward on the condition that they comply with the engineering technical comments.

Moved by Commissioner Jarrett, seconded by Commissioner Duke to move the application forward to City Council with conditional approval that the engineering technical comments are met. The motion carried by the following vote:

Aye: Commissioners Mancias, Jarrett, Warndahl, Duke and LaPoint.
Nay: None.
Abstain: None.

3. El Camino Ranch RV Resort
a. Planned Development District (PDD) – First Amendment

Thomas Rhodes, on behalf of property owners, informed the Commission that this Planned Development District (PDD) was originally approved last year and contained a one-acre commercial corner but no specific use was identified. They have someone interested in purchasing three acres to develop a gas station / convenient store. The first part of the amendment is to increase the commercial acreage from one to three acres. The second part of the amendment is specific regulations relating to the convenient

store use and exterior appearance. The owners have agreed to enhancements suggested by City staff and Legal Counsel. He and Legal Counsel Aker will work through the outstanding comment received from the City Engineer regarding roadway improvements.

Legal Counsel Aker explained that she supports the City Engineer's recommendation that the owner complete a traffic impact analysis (TIA) for the convenience store and that it includes the Gristmill Road and SH 21 intersection. Any improvements recommended by the TIA shall be completed in lieu of additional roadway impact fees for the convenient store. If no improvements are recommended the owner shall pay Twenty Thousand Dollars (\$20,000.00) to the City as additional roadway impact fees for the convenient store. If road improvements are recommended there shall be no issuance of any permits, certificates, or completion of certificates of occupancy for the convenient store until road improvements are substantially complete as determined by the City Engineer except in the event the owner posts a bond or other fiscal surety acceptable to the City in an amount determined adequate by the City Engineer for the road improvements. Legal Counsel Aker noted that this revised version was only sent to Thomas Rhodes today.

Commissioner Warndahl expressed concern about the impact to traffic and requested to see the analysis when completed. Legal Counsel Aker explained that any recommendations that come out of the TIA would have to be performed by the owner.

Commissioner LaPoint asked if they could use it for something other than a gas station and convenient store if the three acres were approved. Legal Counsel Aker confirmed that the zoning permits other uses.

Commissioner Duke asked for clarification of the location of the property, raised concern about overpopulating the area with gas stations and asked if it was possible that this be a grocery store. Thomas Rhodes explained that if the amendment is not approved it will not be a gas station, but cannot guarantee what would be built at the location, it would be market driven. Legal Counsel Aker added that the agreement specifies uses.

In response to Chair Jarrett, Legal Counsel Aker confirmed that a plat or plan would come before the Commission.

Moved by Commissioner LaPoint, seconded by Commissioner Jarrett to approve the amendment. The motion carried by the following vote:

Aye: Commissioners Mancias, Jarrett, Warndahl, Duke and LaPoint.

Nay: None.

Abstain: None.

4. Rocky Road Ranch
a. Development Agreement - Planned Development District (PDD)

Legal Counsel Aker explained that this project has been before the Commission but not the development agreement. She noted that the developer has agreed to make the roads private; however, she had safety concerns because they do not want to provide sidewalks or a cul-de-sac at the end of the road large enough for a bus to turn around. She noted that technically sidewalks are not required because of when the agreement was initiated. Legal Counsel Aker continued, stating that in Section 7 there is always a misunderstanding on road impact fees and park fees. All developments have a twenty percent (20%) set-aside for open space or the developer can pay a lump sum. This developer does not want to pay the lump sum for the additional twenty percent (20%). She added that she could recommend waiving the fee if they agree to pay Two Thousand Four Hundred Dollars (\$2,400.00) per lot for each of the small lots, that does not include the larger residential lots.

Commissioner Warndahl asked if there were fire safety concerns if there is no cul-de-sac. City Engineer Hugo Elizondo, Jr. explained that there was a cul-de-sac at the end of the road that satisfies the school district and fire requirements.

Commissioner Mancias left the meeting at 7:03 p.m.

Patrick Tighe, owner, provided a brief overview of the project, explaining that they wish to develop 22 lots on this 15-acre subdivision and sidewalks were not required when this project was submitted. These are stick built homes with the flexibility to allow 8 lots be developed as duplexes or fourplexes. He added that there is roughly a two-acre pond with trees, a trail and benches that would be developed into a park.

Legal Counsel Aker stated that the Commission could recommend approval, make comments, or make recommendations on the items that she brought up (which she will take forward to the City Council regardless) but Commission can make a recommendation on these items as well.

Commissioner LaPoint expressed concern about it being multi-family, the drive-in and all the other permitted uses and how they could negatively impact the property values. Patrick Tighe explained that the PDD is versatile, but agreed to tighten the definitions and remove the drive-in. He explained that they want flexibility in housing options, he noted that there is a development in Austin called Community First Village, they are smaller stick-built houses with multiple living concepts, that is the kind of ideas they had in mind. We are not trying to make this a renter community but wish to have options.

Legal Counsel Aker explained that the intent of a PDD is to be broad enough so it doesn't limit the developer but provides certain concessions to allow them to use the land for specific purposes.

Commissioner LaPoint asked for clarification because she thought Legal Counsel Aker just said that we don't want to tell them what they can and cannot do but isn't the Commission supposed to make sure the land uses and growth benefits all residents and say no if something is not of a benefit.

Legal Counsel Aker explained that they are currently not in the City limits but wishes to be part of the City, the agreement limits the uses but is broad enough to allow the owner flexibility. She added that the owner can develop the land as they desire if they were to stay in the County. Patrick Tighe, stated that they would be fine staying in the County.

Legal Counsel Aker stated that the agreement will go forward to the Council regardless of whether the Commission recommends approval, recommends denial or takes no action.

Chair Jarrett stated that a preliminary plat would still come before the Commission for approval.

City Administrator Gallaher asked the City Engineer to explain the different types of residential development. City Engineer Hugo Elizondo, Jr., explained that urban development is typically curb and gutter and in rural development the frontage is so wide that the cost of adding sidewalks behind the ditch is not feasible. Legal Counsel Aker added that if the City Engineer is not in favor of sidewalks in the development, she would not press that issue.

Moved by Commissioner Warndahl, seconded by Commissioner Duke to recommend approval of the Development Agreement with Legal Counsel Aker's concerns. The motion failed due to the following vote:

Aye: Commissioners Warndahl and Duke.

Nay: Commissioners Jarrett and LaPoint.

Abstain: None.

Commissioners Jarrett and LaPoint explained that they voted no due to the drive-in. Patrick Tighe reiterated that he agreed to remove the drive-in theater.

Moved by Commissioner Warndahl, seconded by Commissioner Duke to recommend approval of the Development Agreement with Legal Counsel Aker's concerns. The motion carried by the following vote:

Aye: Commissioners Mancias, Jarrett, Warndahl, Duke and LaPoint.

Nay: None.

Abstain: None.

H. EXECUTIVE SESSION

None.

I. ANNOUNCEMENTS

None.

J. ATTENDANCE BY OTHER ELECTED OR APPOINTED OFFICIALS

None.

ADJOURNMENT

Meeting adjourned at 7:34 p.m.

DRAFT

PUBLIC HEARING NOTICE

The City of Uhland received a Texas Community Development Block Grant (TxCDBG) Program grant from the Texas Department of Agriculture for a Water Improvements Project. A public hearing has been called for 6:00 p.m. on Wednesday, November 4th, 2020 at the City Hall, 15 N. Old Spanish Trail, Uhland, TX to review the program performance of the activities completed under this grant which will include an explanation of the actual use of the Texas Community Development Block Grant Program funds and invite comments.

La Ciudad de Uhland recibió una subvención del Programa de Subvenciones en Bloque para el Desarrollo Comunitario de Texas (TxCDBG) del Departamento de Agricultura de Texas para un Proyecto de Mejoras al Agua. Se ha convocado una audiencia pública para las 6:00 p.m. el miércoles 4 de noviembre de 2020 en el Ayuntamiento, 15 N. Old Spanish Trail, Uhland, TX para revisar el desempeño del programa de las actividades completadas bajo esta subvención, que incluirá una explicación del uso real de la Subvención Global para el Desarrollo Comunitario de Texas Programe fondos e invite comentarios.

For further information or assistance contact Karen Gallaher at (512) 398-7399. *Para obtener más información o asistencia, póngase en contacto con Karen Gallaher at (512) 398-7399.*

E-MAIL	CONTACT	DEADLINE	PRINT
paper@haysfreepress.com		Wed	Friday

NOTES:

Publish on October 30, 2020 ---

- 1) This notice must be published at least seventy-two (72) hours prior to the scheduled hearing.
- 2) Publish only once in classified ad page in the public notice section of newspaper. (**not the legal section**)
- 3) Copy of the published notice---newspaper tear sheet is needed for grant files.
- 4) Publisher's Affidavit is needed for this notice.

Contact Cindy at Langford Community Management Services (LCMS) at 512/452-0432 if further information is needed.



CITY OF UHLAND

Uhlend Regular City Council Meeting Minutes

Wednesday, October 7, 2020 at 6:00 p.m.

City Hall Council Chambers, 15 North Old Spanish Trail, Uhlend, Texas

The City Council Meeting was held via Zoom Conference. Mayor Hunter and Councilmembers Hodge, B. Heideman, D. Heideman and Schrock were present in City Hall. Councilmember Garonzik; as well as members of the public, attended the meeting remotely by web or telephone.

A. CALL TO ORDER. Mayor Hunter called the meeting to order at 6:01 p.m.

Roll Call. Mayor Vicki Hunter, Councilmembers Jessica Hodge, Brian Heideman, Daniel Heideman, Naomi Schrock and Mark Garonzik were present.

Staff in attendance: City Administrator Karen Gallaher, Legal Counsel Amy Aker, City Secretary Traci R. McGinley and Byron Sanderfer of LNV, LLC, City Engineers.

B. PUBLIC COMMENTS

Chris Betz, County Line Special Utility District Board President, provided public comment as attached.

C. PUBLIC HEARING

None.

D. CONSENT AGENDA

- 1. September 2, 2020 Regular City Council Meeting Minutes**
- 2. September 16, 2020 Special City Council Meeting Minutes**
- 3. Financials of August 2020**

Moved by Councilmember D. Heideman to approve the Consent Agenda, seconded by Councilmember Garonzik. The motion carried by the following vote:

Aye: Councilmembers Hodge, B. Heideman, D. Heideman, Schrock and Garonzik.

Nay: None.

Abstain: None.

E. CITY STAFF REPORTS

1. **Harvest Creek Zoning Change Public Hearing before Planning and Zoning Commission October 21, 2020 and Council November 4, 2020**
2. **Status Updates:**
 - a. **RFP / RFQs**
 - i. **Banking Services**
 - ii. **Public Improvement District (PID) Feasibility Report Consultant**
 - b. **City Job Posting(s) – Office Administrative Assistant**
3. **Coming Up:**
November – Calling 2021 Election; Zoning Ordinance and Site Development Ordinance Updates

F. DISCUSSION ONLY ITEMS

1. **Development Agreements – General Discussion Seeking Council Input and Expectations**

Legal Counsel Aker asked Council if they would prefer to adopt and utilize a new Development Ordinance instead of having individual Development Agreements. She noted that agreements have been presented to staff where developers are not wanting to abide by regulations.

Councilmember B. Heideman stated that the first several agreements were done because the Subdivision Ordinance was old and antiquated at the time. He added that he would be fine not doing development agreements if the new ordinance has everything that is needed.

Legal Counsel Aker added that the purpose of having Development Agreements is to provide additional benefits for the City.

G. DISCUSSION AND POSSIBLE ACTION ITEMS

Uhland Economic Development Corporation (EDC)

1. **Appointment of Economic Development Corporation Board Members (2020-2022 Term – Paces 1, 2 & 3)**

Legal Counsel Aker noted that only two applications had been received to date and suggested that Place 3 remain vacant at this time.

Moved by Councilmember D. Heideman to appoint Barbara Ilse (Place 1), Kelly Anderson (Place 2) and that Place 3 remain vacant at this time,

seconded by Councilmember Schrock. The motion carried by the following vote:

Aye: Councilmembers Hodge, B. Heideman, D. Heideman, Schrock and Garonzik.
Nay: None.
Abstain: None.

2. FY 2020-2021 Budget

In response to questions raised by Council about the Main Street Revitalization Study and budget. EDC Consultant Victor Garza explained that it was one of the items suggested to be done in the Economic Development Strategic Plan (next on the agenda).

Council had questions regarding EDC funding and the amounts contained in the budget. City Administrator Karen Gallaher explained how EDC obtains its funding and confirmed that sales tax data did support the amount budgeted for income. After additional questions from Council regarding the financials, it was confirmed that an audit was needed but not budgeted. EDC was advised that audits were required and discussion was held regarding adjusting the budget line-items to include an audit.

Moved by Councilmember B. Heideman to approve the Economic Development Corporation (EDC) budget as amended, with the Main Street Revitalization Study being reduced to \$45,000.00 and an Audit line item be created in the amount of \$5,000.00, seconded by Councilmember Hodge. The motion carried by the following vote:

Aye: Councilmembers Hodge, B. Heideman, D. Heideman, Schrock and Garonzik.
Nay: None.
Abstain: None.

3. Strategic Plan

EDC Consultant Victor Garza explained that a number of consultants had worked on the Economic Development Strategic Plan and subsequent changes but it was just recently adopted by the EDC. He added that the Plan will help guide the EDC.

Discussion was held regarding the purpose of the Strategic Plan as well as development and anticipated growth of the area.

Due to numerous questions regarding the information contained in the Strategic Plan and how it would be utilized, EDC President Marian Loep suggested EDC have a joint workshop with Council to discuss the Plan.

Moved by Councilmember Schrock to table the EDC Strategic Plan, seconded by Councilmember B. Heideman. The motion carried by the following vote:

Aye: Councilmembers Hodge, B. Heideman, D. Heideman, Schrock and Garonzik.

Nay: None.

Abstain: None.

Uhland Planning and Zoning Commission (P&Z)

None.

City of Uhland

1. Plum Creek Utility Company, LLC – Request for Building Permit Fee Variance

Legal Counsel Aker advised Council that she did not see any benefit to the City in waiving the fee at this time. City Administrator Gallaher noted that the permit fee was an extremely large sum and added that she did not believe a utility should be required to pay the 2% permit fee.

In response to Councilmember Hodge, Allison Nieto of Southwest Engineers for Plum Creek Utility, explained that if the fee was not waived the cost would essentially get passed through to the consumers.

Councilmember Hodge asked the cost to connect to the system. Allison Nieto, Southwest Engineers, responded that it was currently \$6,250 (Plum Creek Utility is \$5,000 and County Line SUD's impact fee is \$1,250).

Councilmember Hodge asked how many customers would be affected if the fee was not waived. Daniel Heideman responded that they are reaching approximately 200 customers, but not everyone in the community can connect to the system (for instance he cannot). Allison Nieto, Southwest Engineers, added that no existing homes have been tied into the system to date, but they have committed to servicing over 1,000 residences that are in the process of being developed and the goal is to connect existing residents as well. The system benefits the community in general because the wastewater is what is bringing the development into the community.

Brian Heideman asked how this may affect the City when it has been over two years since the groundbreaking and the fact that a permit was not previously required. Daniel Heideman confirmed that he was in attendance at a meeting where they were informed that no fees or permits were needed.

City Administrator Gallaher explained that this fee was for the current plant expansion only, due to the amount she had suggested a Franchise Agreement, the City would get a franchise fee and maintain the ability to review the plans.

Legal Counsel Aker reminded both Heideman's that a conflict exists and they would need to recuse themselves.

Councilmember Schrock asked who would benefit if there was a franchise agreement. Legal Counsel Aker explained that when an entity purchases permits, all members are burdened by that fee, but only citizens using wastewater would pay for a franchise agreement.

Legal Counsel Aker noted that permits are required, regardless of whether they were submitted or required in the past and as soon as she learned about the project they were advised that a permit would be needed.

Mayor Hunter added that as a business they should understand that permits are required and that there may be fees as well.

Brian Heideman stated that permits were not required for phase 1 and phase 2 of the project.

Steven Greenberg, Managing General Partner of Plum Creek Utility Company, stated that they were originally advised that as a utility no permits or fees were required and continued to believe that was the case, this is one continuous project. If they are required to pay this permit fee it adds to the cost of the project, but will be spread out over a long period of time and a large number of customers. He stated that there is a concern that they received the bill after the fact.

Legal Counsel Aker explained that it is no different than dealing with Texas Commission on Environmental Quality (TCEQ), permits are needed for each phase.

Councilmember Hodge stated that she had a concern waiving the fee and these types of fees are anticipated by people when moving into a new development.

Legal Counsel Aker noted that the Fee Schedule was adopted in May and the project was filed in June.

Allison Nieto, Southwest Engineers for Plum Creek Utility, stated that they were advised that the building would require a permit, but were never informed that the project itself would need a permit. She added that having to pay this type of fee is a concern, but they would not have a problem

reimbursing the City for costs. She added that if the fee is not waived it will have to be paid again and again as they expect to expand the plant each year, there is already another expansion planned next year.

City Administrator Gallaher suggested a smaller permit fee for utilities.

Brian Heideman stated he did not like charging fees just for the City to make money, but that the City should at least re-coop it's costs. Legal Counsel Aker explained that fee schedules themselves charge extra in order to fund the City's growth.

Daniel Heideman asked if the City had inspected the project. City Administrator Gallaher responded that the permit system will not allow the permitting process to move forward without payment. Daniel Heideman added that the City better hurry before the project is complete.

Councilmember Garonzik stated that he understood both sides of the situation.

Steve Greenberg, Managing General Partner of Plum Creek Utility Company, stated that there was never a discussion that there would be a permit fee and did not feel that it is right after the fact, but would be fine with a fee moving forward. He explained that when the project started four years ago it was for one developer, the City is the one that approached Plum Creek Utility and asked them to do this for the community. Plum Creek is legally bound to provide the service and will go along with whatever the City decides.

In response to questions from Chris Betz about notification of the fees, Legal Counsel Aker explained that she was not obligated to provide notice to anyone regarding the fees. The fees were set by ordinance and can only be waived by Council approval.

Steven Greenberg, Plum Creek Utility, stated that there was never an agreement to waive fees because there were no fees at that time.

Councilmember Schrock suggested that Plum Creek Utility pay the City's actual costs and that the City should consider charging utilities only ½ percent for fees.

In response to City Administrator Gallaher's question as to whether County Line SUD had inspected the project, Daniel Heideman stated that he did not understand why so many entities inspected the project.

Legal Counsel Aker added that no construction should have been started prior to a permit being issued.

Moved by Councilmember Garonzik to waive the permit fees, due to a lack of second the motion failed.

Moved by Councilmember Schrock to waive the fees with the exception of the inspection fees for this particular project, seconded by Councilmember Garonzik. The motion carried by the following vote:

Aye: Councilmembers Schrock and Garonzik.

Nay: Councilmember Hodge.

Abstain: Councilmembers B. Heideman and D. Heideman.

2. Resolution Adopting the Amended / Updated Citizen Participation Plan Policy for the GLO Community Development Block Grant Programs

Moved by Councilmember Hodge to approve Resolution No. 10072020 to Adopt the Amended / Updated Citizen Participation Plan Policy for the GLO Community Development Block Grant Programs, seconded by Councilmember B. Heideman. The motion carried by the following vote:

Aye: Councilmembers Hodge, B. Heideman, D. Heideman, Schrock and Garonzik.

Nay: None.

Abstain: None.

3. SH 21 Corridor Committee – Curtis Wells, Naomi Schrock, Chris Betz and Karen Gallaher

Moved by Councilmember B. Heideman to appoint Curtis Wells, Naomi Schrock, Chris Betz and Karen Gallaher as the City's representatives to the TxDot SH 21 Corridor Committee, seconded by Councilmember D. Heideman. The motion carried by the following vote:

Aye: Councilmembers Hodge, B. Heideman, D. Heideman, Schrock and Garonzik.

Nay: None.

Abstain: None.

Councilmember D. Heideman stated that the SH 21 corridor will affect the downtown area. Administrator Gallaher expressed concern about the possible impact to the sales tax as well.

4. Professional Services Agreements

City Administrator Gallaher requested that this item be taken to Executive Session.

5. Administration Fee Agreement – Uhland Economic Development Corporation (EDC)

City Administrator Gallaher explained that she requested this item come before Council because staff has been handling the Agenda and other documentation and EDC no longer has the administrative line-item in the budget to offset the City costs.

Councilmember B. Heideman asked why the EDC Board could not do this for themselves. Legal Counsel Aker explained that the Board would typically handle these duties but it has not and it has been falling on City staff.

Councilmember D. Heideman stated that the City could continue to handle these duties, but EDC should continue to pay for the services.

City Administrator Gallaher stated that she serves on the Board and City staff handles a lot of the responsibilities.

Discussion was held regarding responsibilities of the different board positions.

Erica Heideman, EDC Board Member, requested that prior to incurring any costs the EDC be provided the opportunity to address this at their next meeting.

Councilmember Garonzik agreed and stated that he believed there were people on the Board that would handle their responsibilities and duties.

Councilmember B. Heideman suggested EDC Board Members keep that in mind when recruiting board members and selecting officers.

Legal Counsel Aker recommended that new board members come to the City to ensure they obtain needed information regarding EDC and their responsibilities.

No action was needed or taken on this matter.

6. Amendment to 1445 Interlocal Agreement with Caldwell County

Legal Counsel Aker stated that the City would be receiving a letter from Caldwell County regarding an amendment to the 1445 Agreement.

No action was made or requested on this matter.

7. Personnel:

a. Personnel Policies – Amend Article 6. Pay Increases, Promotions, Demotions and Resignations

Discussion was held regarding Merit and Cost of Living Adjustments (COLA). Legal Counsel Aker reviewed the amounts provided by comparable organizations.

Longevity Awards were discussed in detail, Council was in favor of recognizing employees for longevity but it was suggested that the amounts be cut in half.

Moved by Councilmember Schrock to adopt amended Article 6 of the City Personnel Policies with Section 6.05 Longevity Award amounts being reduced by one-half, seconded by Councilmember B. Heideman. The motion carried by the following vote:

Aye: Councilmembers Hodge, B. Heideman, D. Heideman, Schrock and Garonzik.

Nay: None.

Abstain: None.

b. City Administrator Job Evaluation

Legal Counsel Aker explained that Council was provided with copies of reference letters and a summary of the combined evaluations. She added that based on the Personnel Policies the City Administrator is entitled to receive a two percent (2%) merit increase.

Council chose not to review the overall evaluation in detail with the City Administrator.

c. Budgeted Funds – Payroll: Merit and Cost of Living Adjustment (COLA) Increases

Due to adoption of amended Article 6 of the City Personnel Policies this item was no longer necessary.

H. EXECUTIVE SESSION

1. Professional Services Agreements

Mayor Hunter noted that she was not able to stay and attend the Executive Session.

Councilmember Garonzik was not present at City Hall and therefore would not attend the Executive Session.

At 9:47 p.m. Mayor Hunter announced that Council would temporarily adjourn to Executive Session regarding Professional Services Agreements.

Mayor Pro-Tem Schrock reconvened the meeting in open session at 10:14 p.m. and noted that no action had been taken in Executive Session.

G. DISCUSSION AND POSSIBLE ACTION ITEMS *(continued)*

City of Uhland

6. Professional Services Agreements

Moved by Councilmember Hodge to provide notice to terminate the Professional Services Agreement of LNV, LLC, and for staff to issue an RFP for Engineering Services, seconded by Councilmember B. Heideman. The motion carried by the following vote:

Aye: Councilmembers Hodge, B. Heideman, D. Heideman and Schrock.

Nay: None.

Abstain: Councilmember Garonzik (Due to the fact that he did not attend the Executive Session).

I. ANNOUNCEMENTS

None.

ADJOURNMENT

Meeting adjourned at 10:15 p.m.

Public Comment Submitted

From: [Chris Betz](#)
To: [City Secretary](#)
Cc: [City; "Daniel Heideman"](#)
Subject: Public Comment for the 10/7/2020 City of Umland Council Meeting
Date: Wednesday, October 7, 2020 12:53:39 AM

Hello,

I wanted to request a Public Comment minute or two to update the Council on an additional internet option coming to the area:

Hello,

My name is Chris Betz, and today I'm speaking to you in the capacity of the Board President of County Line Special Utility District.

As you are aware, many areas of Umland have extremely limited access to high-speed internet. Cable only reaches a portion of our town and Spectrum (formerly Time Warner) has expressed little or no interest in expanding their service to existing homes. That only leaves cell phone or satellite internet, both of which are not ideal - especially for anyone trying to access school or work from home.

With Covid causing a massive jump in people needing to access work or school from their home, high-speed internet has gone from a want to a very necessary need.

A few weeks ago, County Line SUD signed an agreement with a company to provide high-speed wireless internet from antennas placed on the top of County Line's water towers (the tower on FM 150 and the new tower by the elementary off High Rd). That company is Spry Wireless - a local company out of Buda that already provides this service to other areas near us.

This service is provided by Spry Wireless, not County Line... County Line is only providing the antennae locations. If someone wanted the service, it would be just like signing up for any other internet service, if you want it you can request it from them directly, County Line won't have anything to do with the install, billing, or customer service... we are just providing them a very, very tall place to put their equipment so that they can reach as many people as possible.

I've been told that the equipment is on order and I hope that Spry will be able to start providing service in the next several weeks.

Finally, I'd like to thank a few local folks for doing the research and helping us to select Spry - Brian Heideman, Tony Brewer, and Daniel Heideman.

If you have any questions, please let me know and I'll try to answer them, otherwise you can find out more about Spry, including their rates (@\$80 - 150/month) @ [sprynext.com](#).

Thank you,

Chris

Chris Betz
Cell: 512-921-7982
Email: Chris@ChrisBetz.com

City of Uhland

10000 City of Uhland Checking, Period Ending 09/30/2020

RECONCILIATION REPORT

Reconciled on: 10/28/2020

Reconciled by: Mandi Carter

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	342,312.74
Checks and payments cleared (41).....	-146,506.13
Deposits and other credits cleared (66).....	179,147.29
Statement ending balance.....	<u>374,953.90</u>
Uncleared transactions as of 09/30/2020.....	6,203.64
Register balance as of 09/30/2020.....	381,157.54
Cleared transactions after 09/30/2020.....	0.00
Uncleared transactions after 09/30/2020.....	-82,756.21
Register balance as of 10/28/2020.....	298,401.33

Details

Checks and payments cleared (41)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/01/2020	Transfer			-25,000.00
09/02/2020	Bill Payment	4534	PATHMARK TRAFFIC PROD...	-1,524.40
09/02/2020	Bill Payment	4531	EZ STREET COMPANY	-1,170.00
09/02/2020	Bill Payment	4535	TEXAS DISPOSAL SYSTEMS	-600.00
09/02/2020	Bill Payment	4532	LANGFORD COMMUNITY M...	-3,581.00
09/02/2020	Bill Payment	4533	LNV ENGINEERING	-9,061.06
09/02/2020	Credit Card Payment			-49.99
09/02/2020	Expense		Merchant Services	-10.00
09/03/2020	Expense	DD	Amy Akers	-1,600.00
09/03/2020	Expense	DD	Amy Akers	-6,325.00
09/03/2020	Payroll Check	DD	Matthew Hodge	-1,153.50
09/03/2020	Payroll Check	DD	Karen S. Gallaher	-2,364.30
09/03/2020	Payroll Check	DD	Gary D. Gallaher	-250.00
09/03/2020	Payroll Check	DD	Gary D. Gallaher	-1,452.12
09/03/2020	Payroll Check	DD	Traci R. McGinley	-1,851.05
09/03/2020	Expense		WASTE CONNECTION	-7,611.72
09/08/2020	Credit Card Payment			-4,052.78
09/09/2020	Credit Card Payment			-37.98
09/09/2020	Credit Card Payment			-69.35
09/10/2020	Tax Payment		IRS	-1,927.41
09/10/2020	Expense		Merchant Services	-169.07
09/10/2020	Expense		IRS	-1,927.41
09/11/2020	Expense		UHLAND ECONOMIC DEVEL...	-9,647.40
09/15/2020	Expense	0000876	SPECTRUM BUSINESS	-235.88
09/17/2020	Payroll Check	DD	Gary D. Gallaher	-1,701.12
09/17/2020	Payroll Check	DD	Gary D. Gallaher	-1.00
09/17/2020	Payroll Check	DD	Matthew Hodge	-1,154.35
09/17/2020	Payroll Check	DD	Karen S. Gallaher	-2,364.30
09/17/2020	Payroll Check	DD	Traci R. McGinley	-1,851.05
09/17/2020	Expense		TML MULTISTATE INTERGO...	-2,094.85
09/17/2020	Expense		COUNTY LINE SUD	-38.33
09/21/2020	Expense		BLUEBONNET ELECTRIC	-455.35
09/22/2020	Expense		TEXAS COMPROLLER OF ...	-1,138.55
09/23/2020	Tax Payment		IRS	-1,927.70
09/23/2020	Credit Card Payment			-4.06
09/23/2020	Expense		IRS	-1,927.70
09/24/2020	Expense		FLNB	-100.00
09/25/2020	Expense		BIZ DOC INC.	-81.18
09/29/2020	Expense		UHLAND ECONOMIC DEVEL...	-13,283.24

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/29/2020	Expense		UHLAND ECONOMIC DEVEL...	-11,711.93
09/29/2020	Transfer			-25,000.00

Total -146,506.13

Deposits and other credits cleared (66)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/27/2020	Sales Receipt	2325	USTI - BATCH PAYMENTS	186.55
08/28/2020	Sales Receipt	2327	USTI - BATCH PAYMENTS	287.86
08/31/2020	Sales Receipt	2331	USTI - BATCH PAYMENTS	632.10
08/31/2020	Sales Receipt	2328	USTI - BATCH PAYMENTS	3,292.58
09/01/2020	Sales Receipt	13699	MPN	40.05
09/01/2020	Sales Receipt	ach60071	USTI epay	1,389.63
09/01/2020	Sales Receipt	3270	MPN	1,154.65
09/02/2020	Sales Receipt	08518494	KB HOMES	1,228.00
09/02/2020	Sales Receipt	2337	USTI - BATCH PAYMENTS	366.90
09/02/2020	Sales Receipt	2334	USTI - BATCH PAYMENTS	219.75
09/02/2020	Sales Receipt	2333	USTI - BATCH PAYMENTS	308.55
09/04/2020	Sales Receipt	ach60266	USTI epay	636.33
09/08/2020	Sales Receipt	2340	USTI - BATCH PAYMENTS	430.43
09/08/2020	Sales Receipt	ach60478	USTI epay	262.81
09/09/2020	Sales Receipt	08518685	KB HOMES	3,859.60
09/09/2020	Sales Receipt	08518679	KB HOMES	4,246.80
09/09/2020	Sales Receipt	08518650	KB HOMES	4,390.00
09/09/2020	Sales Receipt	08518639	KB HOMES	4,308.80
09/09/2020	Sales Receipt	08518553	KB HOMES	4,007.60
09/09/2020	Sales Receipt	08518667	KB HOMES	3,526.00
09/09/2020	Sales Receipt	08518673	KB HOMES	3,750.00
09/09/2020	Sales Receipt	08518659	KB HOMES	3,572.40
09/09/2020	Sales Receipt	08518659	KB HOMES	0.00
09/10/2020	Receive Payment	10144	RANCH ROAD DEVELOPME...	943.25
09/10/2020	Receive Payment	1254	RANCH ROAD DEVELOPME...	11,012.55
09/10/2020	Deposit		HAYS COUNTY APPRASIAL ...	576.85
09/10/2020	Sales Receipt	my permit now	DR HORTON	8,951.30
09/10/2020	Journal	JE		1,927.41
09/14/2020	Sales Receipt	2346	USTI - BATCH PAYMENTS	203.51
09/14/2020	Sales Receipt	2349	USTI - BATCH PAYMENTS	218.24
09/14/2020	Receive Payment	155	Todd Burek	2,288.00
09/14/2020	Sales Receipt	ach60690	USTI epay	603.48
09/14/2020	Deposit		TEXAS COMPTRROLLER	35,135.78
09/15/2020	Receive Payment	2512	TK RANCH	154.00
09/15/2020	Sales Receipt	2350	USTI - BATCH PAYMENTS	176.24
09/16/2020	Sales Receipt	2353	USTI - BATCH PAYMENTS	186.62
09/16/2020	Sales Receipt	08519076	KB HOMES	3,466.80
09/16/2020	Sales Receipt	08519077	KB HOMES	4,207.60
09/16/2020	Sales Receipt	ach60838	USTI epay	423.86
09/16/2020	Sales Receipt	08519075	KB HOMES	3,466.80
09/17/2020	Sales Receipt	08519039	KB HOMES	3,572.40
09/17/2020	Sales Receipt	2356	USTI - BATCH PAYMENTS	372.85
09/17/2020	Sales Receipt	08519074	KB HOMES	3,303.60
09/17/2020	Sales Receipt	08519078	KB HOMES	3,303.60
09/18/2020	Sales Receipt	3294	USTI - BATCH PAYMENTS	318.83
09/23/2020	Journal	JE		1,927.70
09/23/2020	Sales Receipt	ach 61100	USTI epay	1,638.58
09/24/2020	Sales Receipt	2371	USTI - BATCH PAYMENTS	901.70
09/24/2020	Sales Receipt	2378	USTI - BATCH PAYMENTS	329.53
09/24/2020	Sales Receipt	08519094	KB HOMES	1,111.49
09/25/2020	Receive Payment	13335	WEHBE Properties	2,575.00
09/25/2020	Receive Payment	1034	Gunvant Gajera	385.00
09/25/2020	Receive Payment	1033	Gunvant Gajera	8,600.00
09/25/2020	Receive Payment	1021	PECAN SPRINGS RV PARK	339.63
09/25/2020	Sales Receipt	2365	USTI - BATCH PAYMENTS	413.20

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/25/2020	Sales Receipt	3331	USTI - BATCH PAYMENTS	334.17
09/25/2020	Sales Receipt	2369	USTI - BATCH PAYMENTS	144.93
09/25/2020	Sales Receipt	2373	USTI - BATCH PAYMENTS	181.86
09/25/2020	Sales Receipt	ach 61338	USTI epay	201.24
09/29/2020	Receive Payment	1260	RANCH ROAD DEVELOPME...	17,875.00
09/29/2020	Receive Payment	1056	Josh Thornton	3,201.00
09/29/2020	Sales Receipt	08519214	KB HOMES	3,525.20
09/29/2020	Sales Receipt	08519141	KB HOMES	3,574.80
09/29/2020	Sales Receipt	3203	Clear Creek, Inc.	2,720.00
09/30/2020	Deposit		FIRST LOCKHART NATIONA...	13.98
09/30/2020	Sales Receipt	2381	USTI - BATCH PAYMENTS	2,242.32
Total				179,147.29

Additional Information

Uncleared checks and payments as of 09/30/2020

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/29/2020	Sales Receipt	5693	TABB IMPROVEMENTS	-500.00
09/29/2020	Sales Receipt	5693	TABB IMPROVEMENTS	-250.00
Total				-750.00

Uncleared deposits and other credits as of 09/30/2020

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/16/2020	Sales Receipt	08519075	KB HOMES	3,466.80
09/24/2020	Sales Receipt	ach61529	USTI epay	425.68
09/29/2020	Sales Receipt	2383	USTI - BATCH PAYMENTS	564.31
09/29/2020	Sales Receipt	5693	TABB IMPROVEMENTS	2,496.85
Total				6,953.64

Uncleared checks and payments after 09/30/2020

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/01/2020	Payroll Check	DD	Traci R. McGinley	-1,851.04
10/01/2020	Payroll Check	DD	Matthew Hodge	-1,163.88
10/01/2020	Payroll Check	DD	Karen S. Gallaher	-2,364.29
10/01/2020	Payroll Check	DD	Traci R. McGinley	-1,208.66
10/01/2020	Payroll Check	DD	Karen S. Gallaher	-2,206.29
10/01/2020	Payroll Check	DD	Gary D. Gallaher	-1,452.10
10/01/2020	Payroll Check	DD	Gary D. Gallaher	-250.00
10/01/2020	Transfer			-25,000.00
10/02/2020	Payroll Check	DD	Gary D. Gallaher	-1,431.83
10/02/2020	Payroll Check	DD	Gary D. Gallaher	-1.00
10/02/2020	Expense		Merchant Services	-10.00
10/05/2020	Expense	DD	Amy Akers	-4,000.00
10/05/2020	Expense	DD	Amy Akers	-2,500.00
10/05/2020	Expense	DD	Amy Akers	-300.00
10/05/2020	Transfer			-25,000.00
10/05/2020	Expense		WASTE CONNECTION	-7,611.72
10/06/2020	Expense		WASTE CONNECTION	-5,017.92
10/06/2020	Transfer			-25,000.00
10/07/2020	Tax Payment		IRS	-3,186.90
10/07/2020	Transfer			-25,000.00
10/07/2020	Bill Payment	4542	Cuatro Consultants, LTD.	-4,515.00
10/07/2020	Bill Payment	4543	DELTRA	-490.50
10/07/2020	Bill Payment	4541	CAPITAL AREA COUNCIL O...	-136.40
10/07/2020	Bill Payment	4544	LNV ENGINEERING	-3,392.31
10/07/2020	Bill Payment	4545	TEXAS MUNICIPAL LEAGUE...	-3,510.36
10/07/2020	Expense		NSF	-30.31

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/07/2020	Expense		FLNB	-5.00
10/08/2020	Expense	DD	MCCLINTOCK CODE REVIE...	-13,354.46
10/09/2020	Expense	DD	MCCLINTOCK CODE REVIE...	-5,000.00
10/09/2020	Expense	010302	Merchant Services	-347.51
10/09/2020	Credit Card Payment			-4,130.48
10/14/2020	Expense	DD	MCCLINTOCK CODE REVIE...	-5,000.00
10/15/2020	Expense		SPECTRUM BUSINESS	-235.88
10/15/2020	Payroll Check	DD	Karen S. Gallaher	-2,483.30
10/15/2020	Payroll Check	DD	Matthew Hodge	-1,258.94
10/15/2020	Payroll Check	DD	Traci R. McGinley	-1,887.47
10/15/2020	Payroll Check	DD	Gary D. Gallaher	-1,559.93
10/15/2020	Payroll Check	DD	Gary D. Gallaher	-250.00
10/16/2020	Expense		COUNTY LINE SUD	-38.00
10/16/2020	Sales Receipt	3364	MPN	-172.64
10/16/2020	Sales Receipt	3364	MPN	-500.00
10/16/2020	Sales Receipt	3364	MPN	-250.00
10/20/2020	Expense		TEXAS MUNICIPAL LEAGUE...	-6,112.35
10/20/2020	Expense		TEXAS COMPTROLLER OF ...	-1,002.96
10/20/2020	Expense		BLUEBONNET ELECTRIC	-401.33
10/21/2020	Tax Payment		IRS	-2,017.81
10/21/2020	Credit Card Payment			-22.00
10/25/2020	Expense	27911195	BIZ DOC INC.	-81.18
11/15/2020	Expense		COUNTY LINE SUD	-38.00

Total -192,779.75

Uncleared deposits and other credits after 09/30/2020

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/01/2020	Sales Receipt	08518072	KB HOMES	3,572.40
10/01/2020	Sales Receipt	08518072	KB HOMES	3,750.80
10/01/2020	Sales Receipt	08519411	KB HOMES	3,803.60
10/01/2020	Sales Receipt	08518072	KB HOMES	3,466.80
10/01/2020	Sales Receipt	08519416	KB HOMES	3,303.60
10/01/2020	Sales Receipt	08519417	KB HOMES	3,526.00
10/01/2020	Sales Receipt	2385	USTI - BATCH PAYMENTS	765.61
10/01/2020	Sales Receipt	08519404	KB HOMES	3,750.00
10/02/2020	Sales Receipt	2397	USTI - BATCH PAYMENTS	658.17
10/02/2020	Sales Receipt	2392	USTI - BATCH PAYMENTS	249.35
10/02/2020	Sales Receipt	2390	USTI - BATCH PAYMENTS	393.14
10/02/2020	Sales Receipt	2395	USTI - BATCH PAYMENTS	180.31
10/02/2020	Sales Receipt	ach61744	USTI epay	1,574.16
10/05/2020	Sales Receipt	2400	USTI - BATCH PAYMENTS	366.93
10/06/2020	Sales Receipt	08519509	KB HOMES	0.00
10/06/2020	Sales Receipt	ach61877	USTI epay	1,073.46
10/07/2020	Sales Receipt	1415	MPN	300.00
10/07/2020	Receive Payment	1265	CHARLIE SUPAK	410.00
10/08/2020	Receive Payment	10156	RANCH ROAD DEVELOPME...	2,877.00
10/08/2020	Sales Receipt	3365	MPN	496.80
10/09/2020	Deposit		TEXAS COMPTROLLER	39,328.17
10/09/2020	Deposit		HAYS COUNTY APPRASIAL ...	1,046.32
10/09/2020	Sales Receipt	2406	USTI - BATCH PAYMENTS	152.93
10/09/2020	Sales Receipt	08519492	KB HOMES	4,390.00
10/12/2020	Sales Receipt	2407	USTI - BATCH PAYMENTS	77.00
10/13/2020	Receive Payment	000873	WALTON DEVELOPMENT A...	880.00
10/13/2020	Sales Receipt	ACH62310	USTI epay	102.31
10/14/2020	Sales Receipt	2411	USTI - BATCH PAYMENTS	210.31
10/14/2020	Sales Receipt	2413	USTI - BATCH PAYMENTS	343.37
10/14/2020	Sales Receipt	ACH62173	USTI epay	66.00
10/15/2020	Receive Payment	1332	County Line Special Utility Dis...	140.00
10/15/2020	Sales Receipt	2415	USTI - BATCH PAYMENTS	384.24
10/16/2020	Sales Receipt	3345	USTI epay	703.12
10/16/2020	Sales Receipt	2416	USTI - BATCH PAYMENTS	401.21

10/28/2020

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/16/2020	Sales Receipt	3364	MPN	9,618.57
10/19/2020	Sales Receipt	2420	USTI - BATCH PAYMENTS	484.68
10/21/2020	Sales Receipt	2423	USTI - BATCH PAYMENTS	691.54
10/21/2020	Sales Receipt	ACH62735	USTI epay	1,232.73
10/21/2020	Sales Receipt	2425	USTI - BATCH PAYMENTS	467.90
10/22/2020	Sales Receipt	ACH62864	USTI epay	478.34
10/23/2020	Deposit		HAYS COUNTY APPRASIAL ...	6.16
10/23/2020	Sales Receipt	2427	USTI - BATCH PAYMENTS	606.09
10/26/2020	Sales Receipt	2429	USTI - BATCH PAYMENTS	705.04
10/27/2020	Deposit		Jive Communications , Inc.	10.59
10/27/2020	Sales Receipt	ach63161	USTI epay	882.95
10/27/2020	Sales Receipt	08519857	KB HOMES	3,860.40
10/27/2020	Sales Receipt	08519809	KB HOMES	3,748.40
10/27/2020	Sales Receipt	2431	USTI - BATCH PAYMENTS	458.64
10/27/2020	Sales Receipt	08519881	KB HOMES	4,028.40
Total				110,023.54

City of Umland

10001 Umland Money Market Account, Period Ending 09/30/2020

RECONCILIATION REPORT

Reconciled on: 10/27/2020

Reconciled by: Mandi Carter

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	48,254.17
Checks and payments cleared (0).....	0.00
Deposits and other credits cleared (1).....	5.95
Statement ending balance.....	<u>48,260.12</u>

Register balance as of 09/30/2020.....48,260.12

Details

Deposits and other credits cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/30/2020	Deposit		FLNB	5.95
Total				5.95

City of Umland

10002 Umland Construction Account, Period Ending 09/30/2020

RECONCILIATION REPORT

Reconciled on: 10/21/2020

Reconciled by: Mandi Carter

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	100.00
Checks and payments cleared (0).....	0.00
Deposits and other credits cleared (0).....	0.00
Statement ending balance.....	<u>100.00</u>
Register balance as of 09/30/2020.....	100.00

City of Umland

10003 Umland Debit Card Account, Period Ending 09/30/2020

RECONCILIATION REPORT

Reconciled on: 10/27/2020

Reconciled by: Mandi Carter

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	111.52
Checks and payments cleared (1).....	-5.00
Deposits and other credits cleared (0).....	0.00
Statement ending balance.....	<u>106.52</u>

Register balance as of 09/30/2020.....	106.52
--	--------

Details

Checks and payments cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/30/2020	Expense		FIRST LOCKHART NATIONA...	-5.00
Total				-5.00

City of Uhland

10004 TexSTAR Checking, Period Ending 09/30/2020

RECONCILIATION REPORT

Reconciled on: 10/27/2020

Reconciled by: Mandi Carter

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	276,123.61
Checks and payments cleared (0).....	0.00
Deposits and other credits cleared (3).....	50,033.14
Statement ending balance.....	<u>326,156.75</u>

Register balance as of 09/30/2020.....	326,156.75
Cleared transactions after 09/30/2020.....	0.00
Uncleared transactions after 09/30/2020.....	100,000.00
Register balance as of 10/27/2020.....	426,156.75

Details

Deposits and other credits cleared (3)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/01/2020	Transfer			25,000.00
09/29/2020	Transfer			25,000.00
09/30/2020	Deposit		TexSTAR	33.14
Total				50,033.14

Additional Information

Uncleared deposits and other credits after 09/30/2020

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/01/2020	Transfer			25,000.00
10/05/2020	Transfer			25,000.00
10/06/2020	Transfer			25,000.00
10/07/2020	Transfer			25,000.00
Total				100,000.00

City of Uhland

BALANCE SHEET

As of September 30, 2020

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10000 City of Uhland Checking	381,157.54
10001 Uhland Money Market Account	48,260.12
10002 Uhland Construction Account	100.00
10003 Uhland Debit Card Account	106.52
10004 TexSTAR Checking	326,156.75
Total Bank Accounts	\$755,780.93
Accounts Receivable	
12000 Accounts Receivable (A/R)	124,990.51
Total Accounts Receivable	\$124,990.51
Other Current Assets	
12501 Texas Comptroller Reserves	467.14
Total Other Current Assets	\$467.14
Total Current Assets	\$881,238.58
Fixed Assets	
17001 Machinery & Equipment	21,350.00
Total Fixed Assets	\$21,350.00
TOTAL ASSETS	\$902,588.58
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable (A/P)	5,519.21
Total Accounts Payable	\$5,519.21
Credit Cards	
20501 A/P - Fuelman Mastercard	4,130.48
Total Credit Cards	\$4,130.48
Other Current Liabilities	
20700 A/P - Jimmy McClintock	32,354.46
22500 Sales Tax Payable	1,007.99
Total Other Current Liabilities	\$33,362.45
Total Current Liabilities	\$43,012.14
Total Liabilities	\$43,012.14
Equity	
30000 Retained Earnings	157,971.21
30001 Opening Balance Equity	118,651.59
Net Income	582,953.64
Total Equity	\$859,576.44
TOTAL LIABILITIES AND EQUITY	\$902,588.58

City of Uhland

INCOME STATEMENT

September 2020

	TOTAL		
	SEP 2020	OCT 2019 - SEP 2020 (YTD)	% OF INCOME
Income			
40010 AD Valorem - Caldwell County		26,440.10	
40011 AD Valorem - Hays County	576.85	70,984.98	0.29 %
40050 Sales Tax Revenue	35,783.62	288,451.22	18.24 %
40100 Building Permit Income	54,056.14	366,763.53	27.56 %
40102 OSSF Residential		2,460.00	
40103 Sign Permits		575.00	
40104 Transportation Fee - CGE		250.00	
40105 Transportation Fees - Millcreek	2,456.00	41,752.00	1.25 %
40106 Transportation Fee - KB Homes	22,104.00	114,204.00	11.27 %
40107 Future Roadway Funds		13,508.00	
40150 Subdivision Income	35,583.30	198,520.95	18.14 %
40155 Billable Expense Income	23,962.47	77,947.85	12.22 %
40200 Solid Waste Services	12,487.55	164,182.87	6.37 %
40201 Franchise Fees		38,670.25	
40202 Solid Waste Services - Restoration/Late Fee		1,665.00	
40300 Community Center Rental		4,800.00	
40320 Donations		650.00	
40350 Film Friendly Fee		500.00	
40355 Lottery Fee		17.56	
40500 Administration Fee Income	9,059.80	23,993.91	4.62 %
40550 Merchant Processing Fee Income	10.00	4,074.37	0.01 %
40900 Interest Income	53.07	709.95	0.03 %
Total Income	\$196,132.80	\$1,441,121.54	100.00 %
Cost of Goods Sold			
50050 Sales Tax Income - State Service Fees	714.99	5,770.50	0.36 %
50051 EDC Sales Tax Income Transfers	11,711.93	94,176.06	5.97 %
50155 Billable Expenses	7,255.97	76,207.51	3.70 %
Total Cost of Goods Sold	\$19,682.89	\$176,154.07	10.04 %
GROSS PROFIT	\$176,449.91	\$1,264,967.47	89.96 %
Expenses			
60000 Capital Expenditures		64,021.80	
60050 Community Outreach		1,766.72	
60051 Computer Expense & Repair	506.73	11,561.12	0.26 %
60053 Continuing Education/Training		1,347.50	
60055 Contract Labor	13,800.00	80,371.69	7.04 %
60057 Dues Licenses & Subscriptions	136.40	1,171.90	0.07 %
60059 Employee Morale	64.06	600.74	0.03 %
60060 Fees - Accounting		16,000.00	

City of Uhland
INCOME STATEMENT
September 2020

	TOTAL		
	SEP 2020	OCT 2019 - SEP 2020 (YTD)	% OF INCOME
60063 Fees - Bookkeeping	593.40	7,889.55	0.30 %
60065 Fees - Consulting		10,238.93	
60071 Fees - Legal	4,825.00	53,775.00	2.46 %
60072 Fees - Meetings	15.99	166.08	0.01 %
60075 Fees - Professional	1,589.20	4,725.84	0.81 %
60078 Fees - Property Tax Collection		645.50	
60079 Fees - Waste Collection	7,611.72	105,381.64	3.88 %
60081 Small Equipment & Tools < \$2,500		547.38	
60087 Fuel	332.20	4,379.89	0.17 %
60090 INS - Liability		3,072.06	
60091 INS - Employee Benefit Insurance	2,094.85	32,214.62	1.07 %
60092 INS - Workers Compensation		6,088.00	
70020 Bank Charges	134.97	562.26	0.07 %
70030 Merchant Service Fees	179.07	7,473.11	0.09 %
70056 Marketing - Website		2,593.25	
70065 Postage		2,754.70	
70070 Rent - Janitorial Equipment		1,701.50	
70075 R&M (Public Works, Roads, Buildings)	29.14	16,977.67	0.01 %
70090 Payroll - Expenses			
70091 Payroll - Salaries		0.00	
70092 Payroll - Salaries - City Administrator	5,710.46	84,875.11	2.91 %
70093 Payroll - Salaries - City Secretary		16,080.79	
70094 Payroll - Salaries - City Clerk	4,230.40	18,986.83	2.16 %
70095 Payroll - Salaries - Public Works Lead	4,080.38	53,791.09	2.08 %
70096 Payroll - Salaries - Public Works	2,697.70	34,982.05	1.38 %
Total 70091 Payroll - Salaries	16,718.94	208,715.87	8.52 %
70200 Payroll - Taxes	1,278.96	15,966.74	0.65 %
70210 Payroll - Service Fees	123.65	1,419.89	0.06 %
Total 70090 Payroll - Expenses	18,121.55	226,102.50	9.24 %
70220 Uniforms		295.96	
70300 Supplies - Office	2,212.44	7,136.30	1.13 %
70301 Supplies - Janitorial		515.66	
70302 Supplies - Maintenance		561.03	
70400 Telephone & Internet	235.88	3,117.49	0.12 %
70450 Travel - Mileage Reimbursements		2,182.82	
70500 Utilities	493.68	5,570.19	0.25 %
Total Expenses	\$52,976.28	\$683,510.40	27.01 %
NET OPERATING INCOME	\$123,473.63	\$581,457.07	62.95 %
Other Income			
80090 Income - Other	(91.81)	(78.19)	(0.05 %)

City of Uhland

INCOME STATEMENT

September 2020

		TOTAL	
	SEP 2020	OCT 2019 - SEP 2020 (YTD)	% OF INCOME
80100 Grant Income		215,251.04	
Total Other Income	\$ (91.81)	\$215,172.85	(0.05 %)
Other Expenses			
80101 Grant Expense		213,676.28	
Total Other Expenses	\$0.00	\$213,676.28	0.00%
NET OTHER INCOME	\$ (91.81)	\$1,496.57	(0.05 %)
NET INCOME	\$123,381.82	\$582,953.64	62.91 %

City of Uhland
INCOME STATEMENT BY CLASS
September 2020

	ADMINISTRATION	BUILDING PERMITS	EDC UHLAND	FUTURE ROADWAY IMPACT FEES	PUBLIC WORKS	SUBDIVISION	WASTE MANAGEMENT	TOTAL
Income								
40011 AD Valorem - Hays County	576.85							\$576.85
40050 Sales Tax Revenue	11,916.68		11,950.26		11,916.68			\$35,783.62
40100 Building Permit Income	0.00	54,056.14						\$54,056.14
40105 Transportation Fees - Millcreek				2,456.00				\$2,456.00
40106 Transportation Fee - KB Homes				22,104.00				\$22,104.00
40150 Subdivision Income						35,583.30		\$35,583.30
40155 Billable Expense Income						23,962.47		\$23,962.47
40200 Solid Waste Services							12,487.55	\$12,487.55
40500 Administration Fee Income	9,059.80							\$9,059.80
40550 Merchant Processing Fee Income		10.00						\$10.00
40900 Interest Income	53.07							\$53.07
Total Income	\$21,606.40	\$54,066.14	\$11,950.26	\$24,560.00	\$11,916.68	\$59,545.77	\$12,487.55	\$196,132.80
Cost of Goods Sold								
50050 Sales Tax Income - State Service Fees	238.33		238.33		238.33			\$714.99
50051 EDC Sales Tax Income Transfers			11,711.93					\$11,711.93
50155 Billable Expenses	1,183.66					6,072.31		\$7,255.97
Total Cost of Goods Sold	\$1,421.99	\$0.00	\$11,950.26	\$0.00	\$238.33	\$6,072.31	\$0.00	\$19,682.89
GROSS PROFIT	\$20,184.41	\$54,066.14	\$0.00	\$24,560.00	\$11,678.35	\$53,473.46	\$12,487.55	\$176,449.91
Expenses								
60051 Computer Expense & Repair	506.73							\$506.73
60055 Contract Labor		13,800.00						\$13,800.00
60057 Dues Licenses & Subscriptions	136.40							\$136.40
60059 Employee Morale	64.06							\$64.06
60063 Fees - Bookkeeping	593.40							\$593.40
60071 Fees - Legal	4,825.00							\$4,825.00
60072 Fees - Meetings	15.99							\$15.99
60075 Fees - Professional	1,548.61						40.59	\$1,589.20
60079 Fees - Waste Collection							7,611.72	\$7,611.72
60087 Fuel					332.20			\$332.20
60091 INS - Employee Benefit Insurance	596.97				1,497.88			\$2,094.85
70020 Bank Charges	34.97						100.00	\$134.97
70030 Merchant Service Fees		179.07						\$179.07
70075 R&M (Public Works, Roads, Buildings)	34.67				(5.53)			\$29.14
70090 Payroll - Expenses								\$0.00
70091 Payroll - Salaries								\$0.00
70092 Payroll - Salaries - City Administrator	5,710.46							\$5,710.46
70094 Payroll - Salaries - City Clerk	4,230.40							\$4,230.40
70095 Payroll - Salaries - Public Works Lead					4,080.38			\$4,080.38
70096 Payroll - Salaries - Public Works					2,697.70			\$2,697.70
Total 70091 Payroll - Salaries	9,940.86				6,778.08			\$16,718.94
70200 Payroll - Taxes	760.46				518.50			\$1,278.96
70210 Payroll - Service Fees	61.82				61.83			\$123.65
Total 70090 Payroll - Expenses	10,763.14				7,358.41			\$18,121.55
70300 Supplies - Office	2,212.44							\$2,212.44
70400 Telephone & Internet	235.88							\$235.88
70500 Utilities	247.56				246.12			\$493.68
Total Expenses	\$21,815.82	\$13,979.07	\$0.00	\$0.00	\$9,429.08	\$0.00	\$7,752.31	\$52,976.28
NET OPERATING INCOME	\$ (1,631.41)	\$40,087.07	\$0.00	\$24,560.00	\$2,249.27	\$53,473.46	\$4,735.24	\$123,473.63
Other Income								
80090 Income - Other	10.03						(101.84)	\$ (91.81)
Total Other Income	\$10.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ (101.84)	\$ (91.81)
NET OTHER INCOME	\$10.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ (101.84)	\$ (91.81)
NET INCOME	\$ (1,621.38)	\$40,087.07	\$0.00	\$24,560.00	\$2,249.27	\$53,473.46	\$4,633.40	\$123,381.82

City of Umland

FISCAL YTD INCOME STATEMENT BY CLASS

October 2019 - September 2020

	ADMINISTRATION	BUILDING PERMITS	COMMUNITY CENTER	EDC UHLAND	FUTURE ROADWAY IMPACT FEES
Income					
40010 AD Valorem - Caldwell County	2,399.80				
40011 AD Valorem - Hays County	33,366.73				
40050 Sales Tax Revenue	96,175.84			96,099.56	
40100 Building Permit Income	0.00	364,069.11			2,694.42
40102 OSSF Residential		2,460.00			
40103 Sign Permits	425.00	150.00			
40104 Transportation Fee - CGE					
40105 Transportation Fees - Millcreek					41,752.00
40106 Transportation Fee - KB Homes					104,380.00
40107 Future Roadway Funds					13,508.00
40150 Subdivision Income	0.00				
40155 Billable Expense Income	1,535.99			2,190.00	
40200 Solid Waste Services					
40201 Franchise Fees	38,670.25				
40202 Solid Waste Services - Restoration/Late Fee					
40300 Community Center Rental			4,800.00		
40320 Donations	650.00				
40350 Film Friendly Fee	500.00				
40355 Lottery Fee	17.56				
40500 Administration Fee Income	23,993.91				
40550 Merchant Processing Fee Income		4,074.37			
40900 Interest Income	709.95				
Total Income	\$198,445.03	\$370,753.48	\$4,800.00	\$98,289.56	\$162,334.42
Cost of Goods Sold					
50050 Sales Tax Income - State Service Fees	1,923.51			1,923.50	
50051 EDC Sales Tax Income Transfers				94,176.06	
50155 Billable Expenses	2,623.66			2,190.00	
Total Cost of Goods Sold	\$4,547.17	\$0.00	\$0.00	\$98,289.56	\$0.00
GROSS PROFIT	\$193,897.86	\$370,753.48	\$4,800.00	\$0.00	\$162,334.42
Expenses					
60000 Capital Expenditures					
60050 Community Outreach	1,766.72				
60051 Computer Expense & Repair	9,044.64	911.47			
60053 Continuing Education/Training	1,347.50				
60055 Contract Labor		80,371.69			
60057 Dues Licenses & Subscriptions	1,071.90	100.00			
60059 Employee Morale	536.11				
60060 Fees - Accounting	16,000.00				
60063 Fees - Bookkeeping	7,889.55				
60065 Fees - Consulting	2,498.75				
60071 Fees - Legal	53,775.00				
60072 Fees - Meetings	166.08				
60075 Fees - Professional	4,282.30				
60078 Fees - Property Tax Collection	645.50				
60079 Fees - Waste Collection					
60081 Small Equipment & Tools < \$2,500					
60087 Fuel					
60090 INS - Liability	3,072.06				
60091 INS - Employee Benefit Insurance	11,912.64				
60092 INS - Workers Compensation	3,044.00				
70020 Bank Charges	386.64	5.00			
70030 Merchant Service Fees		7,473.11			
70056 Marketing - Website	2,593.25				

City of Uhland

FISCAL YTD INCOME STATEMENT BY CLASS

October 2019 - September 2020

	ADMINISTRATION	BUILDING PERMITS	COMMUNITY CENTER	EDC UHLAND	FUTURE ROADWAY IMPACT FEES
70065 Postage	794.50				
70070 Rent - Janitorial Equipment			1,701.50		
70075 R&M (Public Works, Roads, Buildings)	84.80		327.96		
70090 Payroll - Expenses					
70091 Payroll - Salaries					
70092 Payroll - Salaries - City Administrator	84,875.11				
70093 Payroll - Salaries - City Secretary	16,080.79				
70094 Payroll - Salaries - City Clerk	18,986.83				
70095 Payroll - Salaries - Public Works Lead					
70096 Payroll - Salaries - Public Works					
Total 70091 Payroll - Salaries	119,942.73				
70200 Payroll - Taxes	9,438.78				
70210 Payroll - Service Fees	709.98				
Total 70090 Payroll - Expenses	130,091.49				
70220 Uniforms					
70300 Supplies - Office	6,506.73		70.01		
70301 Supplies - Janitorial	43.45		262.26		
70302 Supplies - Maintenance			178.47		
70400 Telephone & Internet	2,846.05				
70450 Travel - Mileage Reimbursements	2,182.82				
70500 Utilities	2,089.15		900.33		
Total Expenses	\$264,671.63	\$88,861.27	\$3,440.53	\$0.00	\$0.00
NET OPERATING INCOME	\$ (70,773.77)	\$281,892.21	\$1,359.47	\$0.00	\$162,334.42
Other Income					
80090 Income - Other	167.44				
80100 Grant Income					
Total Other Income	\$167.44	\$0.00	\$0.00	\$0.00	\$0.00
Other Expenses					
80101 Grant Expense	10,469.62				
Total Other Expenses	\$10,469.62	\$0.00	\$0.00	\$0.00	\$0.00
NET OTHER INCOME	\$ (10,302.18)	\$0.00	\$0.00	\$0.00	\$0.00
NET INCOME	\$ (81,075.95)	\$281,892.21	\$1,359.47	\$0.00	\$162,334.42

City of Umland

FISCAL YTD INCOME STATEMENT BY CLASS

October 2019 - September 2020

	GENERAL LAND OFFICE	PUBLIC WORKS	SUBDIVISION	TX CDBG GRANTS	WASTE MANAGEMENT	TOTAL
Income						
40010 AD Valorem - Caldwell County		24,040.30				\$26,440.10
40011 AD Valorem - Hays County		37,618.25				\$70,984.98
40050 Sales Tax Revenue		96,175.82			0.00	\$288,451.22
40100 Building Permit Income						\$366,763.53
40102 OSSF Residential						\$2,460.00
40103 Sign Permits						\$575.00
40104 Transportation Fee - CGE		250.00				\$250.00
40105 Transportation Fees - Millcreek						\$41,752.00
40106 Transportation Fee - KB Homes		9,824.00				\$114,204.00
40107 Future Roadway Funds						\$13,508.00
40150 Subdivision Income			198,520.95			\$198,520.95
40155 Billable Expense Income			74,221.86			\$77,947.85
40200 Solid Waste Services		1,080.68			163,102.19	\$164,182.87
40201 Franchise Fees			0.00			\$38,670.25
40202 Solid Waste Services - Restoration/Late Fee					1,665.00	\$1,665.00
40300 Community Center Rental						\$4,800.00
40320 Donations						\$650.00
40350 Film Friendly Fee						\$500.00
40355 Lottery Fee						\$17.56
40500 Administration Fee Income						\$23,993.91
40550 Merchant Processing Fee Income						\$4,074.37
40900 Interest Income						\$709.95
Total Income	\$0.00	\$168,989.05	\$272,742.81	\$0.00	\$164,767.19	\$1,441,121.54
Cost of Goods Sold						
50050 Sales Tax Income - State Service Fees		1,923.49				\$5,770.50
50051 EDC Sales Tax Income Transfers						\$94,176.06
50155 Billable Expenses			71,393.85	0.00		\$76,207.51
Total Cost of Goods Sold	\$0.00	\$1,923.49	\$71,393.85	\$0.00	\$0.00	\$176,154.07
GROSS PROFIT	\$0.00	\$167,065.56	\$201,348.96	\$0.00	\$164,767.19	\$1,264,967.47
Expenses						
60000 Capital Expenditures		64,021.80				\$64,021.80
60050 Community Outreach						\$1,766.72
60051 Computer Expense & Repair					1,605.01	\$11,561.12
60053 Continuing Education/Training						\$1,347.50
60055 Contract Labor						\$80,371.69
60057 Dues Licenses & Subscriptions						\$1,171.90
60059 Employee Morale		64.63				\$600.74
60060 Fees - Accounting						\$16,000.00
60063 Fees - Bookkeeping						\$7,889.55
60065 Fees - Consulting			7,740.18			\$10,238.93
60071 Fees - Legal						\$53,775.00
60072 Fees - Meetings						\$166.08
60075 Fees - Professional					443.54	\$4,725.84
60078 Fees - Property Tax Collection						\$645.50
60079 Fees - Waste Collection					105,381.64	\$105,381.64
60081 Small Equipment & Tools < \$2,500		547.38				\$547.38
60087 Fuel		4,379.89				\$4,379.89
60090 INS - Liability						\$3,072.06
60091 INS - Employee Benefit Insurance		20,301.98				\$32,214.62
60092 INS - Workers Compensation		3,044.00				\$6,088.00
70020 Bank Charges					170.62	\$562.26
70030 Merchant Service Fees						\$7,473.11
70056 Marketing - Website						\$2,593.25

City of Umland

FISCAL YTD INCOME STATEMENT BY CLASS

October 2019 - September 2020

	GENERAL LAND OFFICE	PUBLIC WORKS	SUBDIVISION	TX CDBG GRANTS	WASTE MANAGEMENT	TOTAL
70065 Postage					1,960.20	\$2,754.70
70070 Rent - Janitorial Equipment						\$1,701.50
70075 R&M (Public Works, Roads, Buildings)		15,376.42	1,188.49			\$16,977.67
70090 Payroll - Expenses						\$0.00
70091 Payroll - Salaries						\$0.00
70092 Payroll - Salaries - City Administrator						\$84,875.11
70093 Payroll - Salaries - City Secretary						\$16,080.79
70094 Payroll - Salaries - City Clerk						\$18,986.83
70095 Payroll - Salaries - Public Works Lead		53,791.09				\$53,791.09
70096 Payroll - Salaries - Public Works		34,982.05				\$34,982.05
Total 70091 Payroll - Salaries		88,773.14				\$208,715.87
70200 Payroll - Taxes		6,527.96				\$15,966.74
70210 Payroll - Service Fees		709.91				\$1,419.89
Total 70090 Payroll - Expenses		96,011.01				\$226,102.50
70220 Uniforms		295.96				\$295.96
70300 Supplies - Office		87.56			472.00	\$7,136.30
70301 Supplies - Janitorial		209.95				\$515.66
70302 Supplies - Maintenance		382.56				\$561.03
70400 Telephone & Internet		271.44				\$3,117.49
70450 Travel - Mileage Reimbursements						\$2,182.82
70500 Utilities		2,580.71				\$5,570.19
Total Expenses	\$0.00	\$207,575.29	\$8,928.67	\$0.00	\$110,033.01	\$683,510.40
NET OPERATING INCOME	\$0.00	\$ (40,509.73)	\$192,420.29	\$0.00	\$54,734.18	\$581,457.07
Other Income						
80090 Income - Other					(245.63)	\$ (78.19)
80100 Grant Income	51,342.00		15,134.69	148,774.35		\$215,251.04
Total Other Income	\$51,342.00	\$0.00	\$15,134.69	\$148,774.35	\$ (245.63)	\$215,172.85
Other Expenses						
80101 Grant Expense	33,207.87		15,858.44	154,140.35		\$213,676.28
Total Other Expenses	\$33,207.87	\$0.00	\$15,858.44	\$154,140.35	\$0.00	\$213,676.28
NET OTHER INCOME	\$18,134.13	\$0.00	\$ (723.75)	\$ (5,366.00)	\$ (245.63)	\$1,496.57
NET INCOME	\$18,134.13	\$ (40,509.73)	\$191,696.54	\$ (5,366.00)	\$54,488.55	\$582,953.64

City of Umland

GENERAL LEDGER

September 2020

DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	AMOUNT	BALANCE
10000 City of Umland Checking							
Beginning Balance							346,711.83
09/01/2020	Sales Receipt	3269	MPN		permit income	40.05	346,751.88
09/01/2020	Transfer				checking to TexStar	(25,000.00)	321,751.88
09/01/2020	Sales Receipt	3270	MPN		permit income	1,154.65	322,906.53
09/01/2020	Sales Receipt	3250	USTI epay		waste income	1,389.63	324,296.16
09/02/2020	Sales Receipt	3282	USTI - BATCH PAYMENTS		waste income	366.90	324,663.06
09/02/2020	Sales Receipt	3283	USTI - BATCH PAYMENTS		waste income	219.75	324,882.81
09/02/2020	Sales Receipt	3284	USTI - BATCH PAYMENTS		waste income	308.55	325,191.36
09/02/2020	Sales Receipt	3251	KB HOMES		Transportation fee	1,228.00	326,419.36
09/02/2020	Bill Payment (Check)	4535	TEXAS DISPOSAL SYSTEMS		port a potty at Community Center	(600.00)	325,819.36
09/02/2020	Bill Payment (Check)	4531	EZ STREET COMPANY		pot hole filler	(1,170.00)	324,649.36
09/02/2020	Bill Payment (Check)	4532	LANGFORD COMMUNITY MANAGEMENT SERVICES		Grant funds	(3,581.00)	321,068.36
09/02/2020	Expense		Merchant Services		merchant account for my permit	(10.00)	321,058.36
09/02/2020	Bill Payment (Check)	4533	LNV ENGINEERING			(9,061.06)	311,997.30
09/02/2020	Credit Card Payment		Home Depot		Home Depot CC payment	(49.99)	311,947.31
09/02/2020	Bill Payment (Check)	4534	PATHMARK TRAFFIC PRODUCT		traffic signs	(1,524.40)	310,422.91
09/03/2020	Expense	DD	Amy Akers		legal	(6,325.00)	304,097.91
09/03/2020	Expense	DD	Amy Akers		legal	(1,600.00)	302,497.91
09/03/2020	Expense		WASTE CONNECTION		August September 2020 Commercial accounts and residential recycle	(7,611.72)	294,886.19
09/03/2020	Payroll Check	DD	Traci R. McGinley		Pay Period: 08/20/2020-09/02/2020	(1,851.05)	293,035.14
09/03/2020	Payroll Check	DD	Gary D. Gallaher		Pay Period: 08/20/2020-09/02/2020	(250.00)	292,785.14
09/03/2020	Payroll Check	DD	Karen S. Gallaher		Pay Period: 08/20/2020-09/02/2020	(2,364.30)	290,420.84
09/03/2020	Payroll Check	DD	Matthew Hodge		Pay Period: 08/20/2020-09/02/2020	(1,153.50)	289,267.34
09/03/2020	Payroll Check	DD	Gary D. Gallaher		Pay Period: 08/20/2020-09/02/2020	(1,452.12)	287,815.22
09/04/2020	Sales Receipt	3285	USTI epay		waste income	636.33	288,451.55
09/08/2020	Sales Receipt	3286	USTI epay		waste income	262.81	288,714.36
09/08/2020	Sales Receipt	3281	USTI - BATCH PAYMENTS		waste income	430.43	289,144.79
09/08/2020	Credit Card Payment		Fuelman Fleet Program Master Card		Fuelman MC Credit card payment	(4,052.78)	285,092.01
09/09/2020	Sales Receipt	3276	KB HOMES		SB PermitMPN 250 Lena	3,859.60	288,951.61
09/09/2020	Sales Receipt	3278	KB HOMES		Voided - SB Permit	0.00	288,951.61
09/09/2020	Sales Receipt	3277	KB HOMES		SB Permit MPN 258 Wilma	3,526.00	292,477.61
09/09/2020	Sales Receipt	3275	KB HOMES		SB PermitMPN 122 Wilma	4,246.80	296,724.41
09/09/2020	Sales Receipt	3272	KB HOMES		SB Permit	4,007.60	300,732.01
09/09/2020	Credit Card Payment				Fuelman Fuel Credit Card payment	(37.98)	300,694.03
09/09/2020	Credit Card Payment		TRACTOR SUPPLY		Tractor Supply Credit Card payment	(69.35)	300,624.68
09/09/2020	Sales Receipt	3274	KB HOMES		SB PermitMPN 266 Lena lane	4,390.00	305,014.68
09/09/2020	Sales Receipt	3273	KB HOMES		SB Permit	4,308.80	309,323.48
09/09/2020	Sales Receipt	3280	KB HOMES		SB Permit MPN 202 Lena Lane	3,750.00	313,073.48
09/09/2020	Sales Receipt	3279	KB HOMES		SB Permit 204 Wilhem Way	3,572.40	316,645.88
09/10/2020	Journal Entry	JE			Reverse IRS Tax Payment - duplicate entry	1,927.41	318,573.29
09/10/2020	Payment	10144	RANCH ROAD DEVELOPMENT			943.25	319,516.54
09/10/2020	Expense		Merchant Services		merchant account for my permit	(169.07)	319,347.47
09/10/2020	Deposit		HAYS COUNTY APPRASIAL DISTRICT		advorlem income	576.85	319,924.32
09/10/2020	Expense		IRS			(1,927.41)	317,996.91
09/10/2020	Tax Payment		IRS		Tax Payment for Period: 09/02/2020-09/04/2020	(1,927.41)	316,069.50
09/10/2020	Payment	1254	RANCH ROAD DEVELOPMENT			11,012.55	327,082.05
09/10/2020	Sales Receipt	3291	DR HORTON		Dr Horton SB Permit MPN CC	8,951.30	336,033.35
09/11/2020	Expense		UHLAND ECONOMIC DEVELOPMENT CORPORATION (EDC)		Sales tax Income - july 2020	(9,647.40)	326,385.95
09/14/2020	Payment	155	Todd Burek			2,288.00	328,673.95
09/14/2020	Sales Receipt	3288	USTI - BATCH PAYMENTS		waste income	218.24	328,892.19
09/14/2020	Sales Receipt	3289	USTI - BATCH PAYMENTS		waste income	203.51	329,095.70
09/14/2020	Sales Receipt	3290	USTI epay		waste income	603.48	329,699.18
09/14/2020	Deposit		TEXAS COMPTROLLER		Sales Tax Income	35,135.78	364,834.96
09/15/2020	Sales Receipt	3287	USTI - BATCH PAYMENTS		waste income	176.24	365,011.20
09/15/2020	Expense	0000876	SPECTRUM BUSINESS		Spectrum	(235.88)	364,775.32
09/15/2020	Payment	2512	TK RANCH		invoice pymt	154.00	364,929.32
09/16/2020	Sales Receipt	3293	USTI epay		waste income	423.86	365,353.18
09/16/2020	Sales Receipt	3292	USTI - BATCH PAYMENTS		waste income	186.62	365,539.80
09/16/2020	Sales Receipt	3303	KB HOMES		SB Permit	3,466.80	369,006.60
09/16/2020	Sales Receipt	3302	KB HOMES		SB Permit	3,466.80	372,473.40
09/16/2020	Sales Receipt	3301	KB HOMES		SB Permit	4,207.60	376,681.00
09/16/2020	Sales Receipt	3300	KB HOMES		SB Permit	3,466.80	380,147.80
09/17/2020	Payroll Check	DD	Traci R. McGinley		Pay Period: 09/03/2020-09/16/2020	(1,851.05)	378,296.75
09/17/2020	Sales Receipt	3327	KB HOMES		SB Permit	3,572.40	381,869.15
09/17/2020	Payroll Check	DD	Matthew Hodge		Pay Period: 09/03/2020-09/16/2020	(1,154.35)	380,714.80
09/17/2020	Payroll Check	DD	Gary D. Gallaher		Pay Period: 09/03/2020-09/16/2020	(1.00)	380,713.80
09/17/2020	Payroll Check	DD	Gary D. Gallaher		Pay Period: 09/03/2020-09/16/2020	(1,701.12)	379,012.68
09/17/2020	Payroll Check	DD	Karen S. Gallaher		Pay Period: 09/03/2020-09/16/2020	(2,364.30)	376,648.38
09/17/2020	Sales Receipt	3326	KB HOMES		SB Permit 154 Wilma MPN	3,303.60	379,951.98
09/17/2020	Sales Receipt	3325	KB HOMES		SB Permit 195 Wilma	3,303.60	383,255.58
09/17/2020	Sales Receipt	3295	USTI - BATCH PAYMENTS		waste income	372.85	383,628.43
09/17/2020	Expense		TML MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL		monthly employee insurance	(2,094.85)	381,533.58
09/17/2020	Expense		COUNTY LINE SUD		water bill	(38.33)	381,495.25
09/18/2020	Sales Receipt	3294	USTI - BATCH PAYMENTS		waste income	318.83	381,814.08

City of Umland

GENERAL LEDGER

September 2020

DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	AMOUNT	BALANCE
09/21/2020	Expense		BLUEBONNET ELECTRIC		electric bill	(455.35)	381,358.73
09/22/2020	Expense		TEXAS COMPTROLLER OF PUBLIC ACCOUNTS		Waste and recycle sales tax pymt	(1,138.55)	380,220.18
09/23/2020	Journal Entry	JE			Reverse IRS Tax Payment - Duplicate Entry	1,927.70	382,147.88
09/23/2020	Sales Receipt	3316	USTI epay		waste income	1,638.58	383,786.46
09/23/2020	Expense		IRS			(1,927.70)	381,858.76
09/23/2020	Tax Payment		IRS		Tax Payment for Period: 09/16/2020-09/18/2020	(1,927.70)	379,931.06
09/23/2020	Credit Card Payment				Fuelman Fuel Credit Card payment	(4.06)	379,927.00
09/24/2020	Sales Receipt	3319	USTI epay		waste income	425.68	380,352.68
09/24/2020	Sales Receipt	3318	USTI - BATCH PAYMENTS		waste income	329.53	380,682.21
09/24/2020	Sales Receipt	3324	KB HOMES		SB Permit 444 Gustaf plan change	1,111.49	381,793.70
09/24/2020	Sales Receipt	3317	USTI - BATCH PAYMENTS		waste income	901.70	382,695.40
09/24/2020	Expense		FLNB		NSF	(100.00)	382,595.40
09/25/2020	Expense		BIZ DOC INC.		Printer fee	(81.18)	382,514.22
09/25/2020	Payment	13335	WEHBE Properties			2,575.00	385,089.22
09/25/2020	Sales Receipt	3331	USTI - BATCH PAYMENTS		waste income	334.17	385,423.39
09/25/2020	Sales Receipt	3330	USTI - BATCH PAYMENTS		waste income	144.93	385,568.32
09/25/2020	Payment	1033	Gunvant Gajera			8,600.00	394,168.32
09/25/2020	Sales Receipt	3322	USTI epay		waste income	201.24	394,369.56
09/25/2020	Sales Receipt	3321	USTI - BATCH PAYMENTS		waste income	413.20	394,782.76
09/25/2020	Payment	1021	PECAN SPRINGS RV PARK			339.63	395,122.39
09/25/2020	Payment	1034	Gunvant Gajera			385.00	395,507.39
09/25/2020	Sales Receipt	3329	USTI - BATCH PAYMENTS		waste income	181.86	395,689.25
09/29/2020	Sales Receipt	3304	Clear Creek, Inc.		Commercial Permit	2,720.00	398,409.25
09/29/2020	Sales Receipt	3311	TABB IMPROVEMENTS		MH permits	2,496.85	400,906.10
09/29/2020	Sales Receipt	3311	TABB IMPROVEMENTS	Building Permits	Moving Permit (MH) (MPN) 4 South Plum Creek	(500.00)	400,406.10
09/29/2020	Sales Receipt	3310	KB HOMES		SB Permit	3,525.20	403,931.30
09/29/2020	Sales Receipt	3306	KB HOMES		SB Permit	3,574.80	407,506.10
09/29/2020	Sales Receipt	3307	USTI - BATCH PAYMENTS		waste income	564.31	408,070.41
09/29/2020	Transfer				checking to TexStar	(25,000.00)	383,070.41
09/29/2020	Payment	1260	RANCH ROAD DEVELOPMENT			17,875.00	400,945.41
09/29/2020	Payment	1056	Josh Thornton			3,201.00	404,146.41
09/29/2020	Sales Receipt	3311	TABB IMPROVEMENTS	Building Permits	4 South Plum Creek	(250.00)	403,896.41
09/29/2020	Expense		UHLAND ECONOMIC DEVELOPMENT CORPORATION (EDC)		Sales tax Income - September	(11,711.93)	392,184.48
09/29/2020	Expense		UHLAND ECONOMIC DEVELOPMENT CORPORATION (EDC)		Sales tax Income - August	(13,283.24)	378,901.24
09/30/2020	Deposit		FIRST LOCKHART NATIONAL BANK		interest income	13.98	378,915.22
09/30/2020	Sales Receipt	3309	USTI - BATCH PAYMENTS		waste income	2,242.32	381,157.54
Total for 10000 City of Umland Checking						\$34,445.71	
10001 Umland Money Market Account							
Beginning Balance							48,254.17
09/30/2020	Deposit		FIRST LOCKHART NATIONAL BANK		Interest	5.95	48,260.12
Total for 10001 Umland Money Market Account						\$5.95	
10002 Umland Construction Account							
Beginning Balance							100.00
Total for 10002 Umland Construction Account							
10003 Umland Debit Card Account							
Beginning Balance							111.52
09/30/2020	Expense		FLNB			(5.00)	106.52
Total for 10003 Umland Debit Card Account						\$ (5.00)	
10004 TexSTAR Checking							
Beginning Balance							276,123.61
09/01/2020	Transfer				checking to TexStar	25,000.00	301,123.61
09/29/2020	Transfer				checking to TexStar	25,000.00	326,123.61
09/30/2020	Deposit		TexSTAR		Monthly Interest	33.14	326,156.75
Total for 10004 TexSTAR Checking						\$50,033.14	
12000 Accounts Receivable (A/R)							
Beginning Balance							105,633.37
09/01/2020	Invoice	3247	Gunvant Gajera			8,600.00	114,233.37
09/02/2020	Invoice	3265	Todd Burek			2,288.00	116,521.37
09/02/2020	Invoice	3253	Josh Thornton			3,201.00	119,722.37
09/02/2020	Invoice	3252	Gunvant Gajera			385.00	120,107.37
09/02/2020	Invoice	3258	KIP KRONENBERG			770.00	120,877.37
09/02/2020	Invoice	3259	RANCH ROAD DEVELOPMENT			943.25	121,820.62
09/02/2020	Invoice	3268	The Old El Camino Moto Court and Campground			642.13	122,462.75
09/02/2020	Invoice	3254	WALTON DEVELOPMENT AND MANAGEMENT			880.00	123,342.75
09/02/2020	Invoice	3255	The Old El Camino Moto Court and Campground			220.00	123,562.75
09/02/2020	Invoice	3256	RANCH ROAD DEVELOPMENT			11,012.55	134,575.30
09/02/2020	Invoice	3257	Cap Development LLC			3,572.25	138,147.55
09/02/2020	Invoice	3260	LAS ENTANCIAS 2			2,429.59	140,577.14
09/02/2020	Invoice	3261	AUS-TEX/VILLAGE HOMES			1,909.88	142,487.02
09/02/2020	Invoice	3262	Sun Communities			3,331.63	145,818.65
09/02/2020	Invoice	3267	TK RANCH			154.00	145,972.65
09/02/2020	Invoice	3266	PECAN SPRINGS RV PARK			339.63	146,312.28
09/02/2020	Invoice	3264	County Line Special Utility District			796.13	147,108.41
09/02/2020	Invoice	3263	WEHBE Properties			1,540.00	148,648.41
09/10/2020	Payment	1254	RANCH ROAD DEVELOPMENT			(11,012.55)	137,635.86
09/10/2020	Payment	10144	RANCH ROAD DEVELOPMENT			(943.25)	136,692.61
09/14/2020	Payment	155	Todd Burek			(2,288.00)	134,404.61

City of Umland

GENERAL LEDGER

September 2020

DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	AMOUNT	BALANCE
09/15/2020	Payment	2512	TK RANCH			(154.00)	134,250.61
09/25/2020	Payment	1034	Gunvant Gajera			(385.00)	133,865.61
09/25/2020	Payment	1033	Gunvant Gajera			(8,600.00)	125,265.61
09/25/2020	Payment	13335	WEHBE Properties			(2,575.00)	122,690.61
09/25/2020	Invoice	3296	RANCH ROAD DEVELOPMENT			2,877.00	125,567.61
09/25/2020	Invoice	3298	WEHBE Properties			2,963.53	128,531.14
09/25/2020	Invoice	3297	RANCH ROAD DEVELOPMENT			17,875.00	146,406.14
09/25/2020	Payment	1021	PECAN SPRINGS RV PARK			(339.63)	146,066.51
09/29/2020	Payment	1056	Josh Thornton			(3,201.00)	142,865.51
09/29/2020	Payment	1260	RANCH ROAD DEVELOPMENT			(17,875.00)	124,990.51
Total for 12000 Accounts Receivable (A/R)						\$19,357.14	
12501 Texas Comptroller Reserves							
Beginning Balance							
							534.29
09/14/2020	Deposit		TEXAS COMPTROLLER		Prior Retained - 2/3 City Portion	(534.28)	0.01
09/14/2020	Deposit		TEXAS COMPTROLLER		Current Retained - 2/3 City Portion	467.13	467.14
Total for 12501 Texas Comptroller Reserves						\$(67.15)	
17001 Machinery & Equipment							
Beginning Balance							
							21,350.00
Total for 17001 Machinery & Equipment							
20000 Accounts Payable (A/P)							
Beginning Balance							
							15,936.46
09/02/2020	Bill Payment (Check)	4532	LANGFORD COMMUNITY MANAGEMENT SERVICES			(3,581.00)	12,355.46
09/02/2020	Bill Payment (Check)	4535	TEXAS DISPOSAL SYSTEMS			(600.00)	11,755.46
09/02/2020	Bill Payment (Check)	4534	PATHMARK TRAFFIC PRODUCT			(1,524.40)	10,231.06
09/02/2020	Bill Payment (Check)	4533	LNV ENGINEERING			(9,061.06)	1,170.00
09/02/2020	Bill Payment (Check)	4531	EZ STREET COMPANY			(1,170.00)	0.00
09/09/2020	Bill	35450	LNV ENGINEERING			3,392.31	3,392.31
09/14/2020	Bill	13061	DELTRA		Wi Fi issues in council chambers replace wifi extender	490.50	3,882.81
09/17/2020	Bill	2021M159	CAPITAL AREA COUNCIL OF GOVERNMENTS		2020 CAPCOG ANNUAL DUES - MEMBERSHIPS	136.40	4,019.21
09/22/2020	Bill	09222006	Cuatro Consultants, LTD.		Correct Zoning map	1,500.00	5,519.21
Total for 20000 Accounts Payable (A/P)						\$	
						(10,417.25)	
20500 Fuelman Fuel Credit Card							
Beginning Balance							
							(6.21)
09/02/2020	Expense		FUELMAN		fuel for public works	29.50	23.29
09/09/2020	Credit Card Payment				Fuelman Fuel Credit Card payment	(37.98)	(14.69)
09/23/2020	Credit Card Payment				Fuelman Fuel Credit Card payment	(4.06)	(18.75)
09/30/2020	Journal Entry	JE		Public Works	Adjust Fuelman Gas card bal to actual	18.75	0.00
Total for 20500 Fuelman Fuel Credit Card						\$6.21	
20501 A/P - Fuelman Mastercard							
Beginning Balance							
							4,052.78
09/02/2020	Expense		Fuelman Fleet Program Master Card		fuel	29.17	4,081.95
09/04/2020	Credit Card Credit		Fuelman Fleet Program Master Card		Rebate Reference # 02488132	(10.03)	4,071.92
09/04/2020	Expense		AMAZON		office supplies	94.30	4,166.22
09/05/2020	Expense		AMAZON		copy paper	45.80	4,212.02
09/05/2020	Expense		ZOOM		zoom meeting	15.99	4,228.01
09/06/2020	Expense		AMAZON		office supplies	59.96	4,287.97
09/08/2020	Credit Card Payment		Fuelman Fleet Program Master Card		Fuelman MC Credit card payment	(4,052.78)	235.19
09/08/2020	Expense	09151	Fuelman Fleet Program Master Card		fuel	35.00	270.19
09/10/2020	Expense		BH BOOKKEEPERS		august services	593.40	863.59
09/14/2020	Expense		INTUIT		monthly payroll service	123.65	987.24
09/15/2020	Expense		Fuelman Fleet Program Master Card		fuel	36.92	1,024.16
09/15/2020	Expense		Fuelman Fleet Program Master Card		stamps	55.00	1,079.16
09/15/2020	Expense		Fleet dash		Ref # 02592519	29.97	1,109.13
09/16/2020	Expense	019647	Fuelman Fleet Program Master Card		fuel	29.00	1,138.13
09/16/2020	Expense	019491	Fuelman Fleet Program Master Card		fuel	78.93	1,217.06
09/16/2020	Expense		BIZ DOC INC.		overage usage fee	8.02	1,225.08
09/17/2020	Expense		AMAZON		office cleaning supplies	18.99	1,244.07
09/17/2020	Expense		Power Haus Equipment		oil, filters for break in oil changes	171.45	1,415.52
09/18/2020	Expense		AMAZON		copy paper	52.78	1,468.30
09/18/2020	Expense		AMAZON		starter and alternator	125.84	1,594.14
09/18/2020	Expense		AMAZON		sneeze guard	26.99	1,621.13
09/18/2020	Expense		Adobe		monthly fee	16.23	1,637.36
09/19/2020	Expense		AMAZON		12 pk oregon 91-622 mower blades	115.00	1,752.36
09/19/2020	Credit Card Credit		AMAZON		truck floor matts	(145.99)	1,606.37
09/19/2020	Credit Card Credit		AMAZON		truck floor matts	(145.99)	1,460.38
09/20/2020	Expense		AMAZON		office supplies	132.38	1,592.76
09/20/2020	Expense		AMAZON		office supplies	33.71	1,626.47
09/21/2020	Expense		WALMART		public works water Gatorade and break cleaner	34.67	1,661.14
09/21/2020	Expense		AMAZON		office supplies	30.56	1,691.70

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DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	AMOUNT	BALANCE
09/22/2020	Expense		AMAZON		cleaning supplies	136.98	1,828.68
09/22/2020	Expense		AMAZON		office supplies	209.90	2,038.58
09/22/2020	Expense		AMAZON		office supplies	29.95	2,068.53
09/22/2020	Expense		SAN MARCOS DAILY RECORD		Budget and tax rate 2020	596.37	2,664.90
09/23/2020	Expense		SAN MARCOS DAILY RECORD		public notices	167.29	2,832.19
09/23/2020	Expense		DANS		employee moral	23.48	2,855.67
09/23/2020	Expense		TEXAS FACILITIES COMMISSION			17.00	2,872.67
09/23/2020	Expense		AMAZON		hand sanitizer	39.88	2,912.55
09/23/2020	Expense		Chisholm Trail BBQ		fuel	40.58	2,953.13
09/25/2020	Expense		AMAZON		asurion 4 years	76.99	3,030.12
09/25/2020	Expense		POCO LOCO MARKET		fuel	74.93	3,105.05
09/27/2020	Expense		AMAZON		goo gone adhesive spray	15.98	3,121.03
09/27/2020	Expense		AMAZON		office supplies	1,009.45	4,130.48
Total for 20501 A/P - Fuelman Mastercard						\$77.70	
20502 A/P - Home Depot							
Beginning Balance							49.99
09/02/2020	Credit Card Payment		Home Depot		Home Depot CC payment	(49.99)	0.00
Total for 20502 A/P - Home Depot						\$ (49.99)	
20504 A/P - Tractor Supply							
Beginning Balance							69.35
09/09/2020	Credit Card Payment		TRACTOR SUPPLY		Tractor Supply Credit Card payment	(69.35)	0.00
Total for 20504 A/P - Tractor Supply						\$ (69.35)	
20700 A/P - Jimmy McClintock							
Beginning Balance							18,554.46
09/09/2020	Journal Entry	Jimmy McClintock		Building Permits	Record J McClintock Payable - sales receipt 3272	600.00	19,154.46
09/09/2020	Journal Entry	Jimmy McClintock		Building Permits	Record J McClintock Payable - sales receipt 3280	600.00	19,754.46
09/09/2020	Journal Entry	Jimmy McClintock		Building Permits	Record J McClintock Payable - sales receipt 3274	600.00	20,354.46
09/09/2020	Journal Entry	Jimmy McClintock		Building Permits	Record J McClintock Payable - sales receipt 3275	600.00	20,954.46
09/09/2020	Journal Entry	Jimmy McClintock		Building Permits	Record J McClintock Payable - sales receipt 3279	600.00	21,554.46
09/09/2020	Journal Entry	Jimmy McClintock		Building Permits	Jimmy Mc Clintock payable sales receipt 3273	600.00	22,154.46
09/09/2020	Journal Entry	Jimmy McClintock		Building Permits	Record J McClintock Payable - sales receipt 3276	600.00	22,754.46
09/09/2020	Journal Entry	Jimmy McClintock		Building Permits	Record J McClintock Payable - sales receipt 3277	600.00	23,354.46
09/30/2020	Journal Entry	Jimmy McClintock		Building Permits	Record J McClintock Payable - sales receipt 3338,3337,3336,3335,3334,3332,3361,3337,3360	5,400.00	28,754.46
09/30/2020	Journal Entry	Jimmy McClintock		Building Permits	Record J McClintock Payable - sales receipt 3270, 3278, 3291, 3324, 3304, 3311	3,600.00	32,354.46
Total for 20700 A/P - Jimmy McClintock						\$13,800.00	
22000 Direct Deposit Payable							
09/03/2020	Payroll Check	DD	Traci R. McGinley		Pay Period: 08/20/2020-09/02/2020	1,851.05	1,851.05
09/03/2020	Payroll Check	DD	Traci R. McGinley		Direct Deposit	(1,851.05)	0.00
09/03/2020	Payroll Check	DD	Gary D. Gallaher		Direct Deposit 2	250.00	250.00
09/03/2020	Payroll Check	DD	Gary D. Gallaher		Pay Period: 08/20/2020-09/02/2020	1,452.12	1,702.12
09/03/2020	Payroll Check	DD	Gary D. Gallaher		Direct Deposit	(1,452.12)	250.00
09/03/2020	Payroll Check	DD	Gary D. Gallaher		Direct Deposit	(250.00)	0.00
09/03/2020	Payroll Check	DD	Karen S. Gallaher		Pay Period: 08/20/2020-09/02/2020	2,364.30	2,364.30
09/03/2020	Payroll Check	DD	Karen S. Gallaher		Direct Deposit	(2,364.30)	0.00
09/03/2020	Payroll Check	DD	Matthew Hodge		Pay Period: 08/20/2020-09/02/2020	1,153.50	1,153.50
09/03/2020	Payroll Check	DD	Matthew Hodge		Direct Deposit	(1,153.50)	0.00
09/17/2020	Payroll Check	DD	Gary D. Gallaher		Direct Deposit	(1.00)	(1.00)
09/17/2020	Payroll Check	DD	Gary D. Gallaher		Direct Deposit 2	1.00	0.00
09/17/2020	Payroll Check	DD	Matthew Hodge		Direct Deposit	(1,154.35)	(1,154.35)
09/17/2020	Payroll Check	DD	Karen S. Gallaher		Pay Period: 09/03/2020-09/16/2020	2,364.30	1,209.95
09/17/2020	Payroll Check	DD	Traci R. McGinley		Pay Period: 09/03/2020-09/16/2020	1,851.05	3,061.00
09/17/2020	Payroll Check	DD	Matthew Hodge		Pay Period: 09/03/2020-09/16/2020	1,154.35	4,215.35
09/17/2020	Payroll Check	DD	Gary D. Gallaher		Pay Period: 09/03/2020-09/16/2020	1,701.12	5,916.47
09/17/2020	Payroll Check	DD	Gary D. Gallaher		Direct Deposit	(1,701.12)	4,215.35
09/17/2020	Payroll Check	DD	Karen S. Gallaher		Direct Deposit	(2,364.30)	1,851.05
09/17/2020	Payroll Check	DD	Traci R. McGinley		Direct Deposit	(1,851.05)	0.00
Total for 22000 Direct Deposit Payable						\$0.00	
22500 Sales Tax Payable							
Beginning Balance							1,036.71
09/22/2020	Expense		TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	Waste Management	Waste and recycle sales tax pymt	(1,036.71)	0.00
09/29/2020	Expense		UHLAND ECONOMIC DEVELOPMENT CORPORATION (EDC)	EDC Umland	Sales Tax Income - August - Rounding Adj	(0.01)	(0.01)
09/30/2020	Journal Entry	Sales Tax Payable		Waste Management	Record sales tax payable - Septemebr	1,008.00	1,007.99
Total for 22500 Sales Tax Payable						\$ (28.72)	
23000 EDC Sales Tax Income Payable							
Beginning Balance							22,930.63
09/10/2020	Journal Entry	Umland EDC		EDC Umland	Record EDC Sales Tax Income Transfer - July	9,647.40	32,578.03
09/10/2020	Journal Entry	JE		EDC Umland	Reverse Duplicate Sales Tax Income entry - July	(9,647.40)	22,930.63

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DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	AMOUNT	BALANCE
09/11/2020	Expense		UHLAND ECONOMIC DEVELOPMENT CORPORATION (EDC)	EDC Umland	Sales tax Income - June 2020	(9,647.40)	13,283.23
09/29/2020	Expense		UHLAND ECONOMIC DEVELOPMENT CORPORATION (EDC)	EDC Umland	Sales tax Income - August	(13,283.23)	0.00
09/29/2020	Expense		UHLAND ECONOMIC DEVELOPMENT CORPORATION (EDC)	EDC Umland	Sales tax Income - September	(11,711.93)	(11,711.93)
09/30/2020	Journal Entry	JE		EDC Umland	Record EDC Sales Tax Income Transfer - September	11,711.93	0.00
Total for 23000 EDC Sales Tax Income Payable							\$ (22,930.63)
24000 Payroll Liabilities							
24001 Payroll - Taxes Federal (941/944)							
09/03/2020	Payroll Check	DD	Gary D. Gallaher		Federal Taxes (941/944)	494.14	494.14
09/03/2020	Payroll Check	DD	Karen S. Gallaher		Federal Taxes (941/944)	709.35	1,203.49
09/03/2020	Payroll Check	DD	Matthew Hodge		Federal Taxes (941/944)	297.96	1,501.45
09/03/2020	Payroll Check	DD	Traci R. McGinley		Federal Taxes (941/944)	425.96	1,927.41
09/10/2020	Expense		IRS		IRS USATAXPYMT IRS USATAXPYMT - ID: 227065466128436 CITY OF UHLAND	(1,927.41)	0.00
09/10/2020	Journal Entry	JE			Reverse IRS Tax Payment - duplicate entry	1,927.41	1,927.41
09/10/2020	Tax Payment		IRS		Federal Taxes (941/944)	(1,927.41)	0.00
09/17/2020	Payroll Check	DD	Gary D. Gallaher		Federal Taxes (941/944)	494.14	494.14
09/17/2020	Payroll Check	DD	Matthew Hodge		Federal Taxes (941/944)	298.25	792.39
09/17/2020	Payroll Check	DD	Traci R. McGinley		Federal Taxes (941/944)	425.96	1,218.35
09/17/2020	Payroll Check	DD	Karen S. Gallaher		Federal Taxes (941/944)	709.35	1,927.70
09/23/2020	Journal Entry	JE			Reverse IRS Tax Payment - Duplicate Entry	1,927.70	3,855.40
09/23/2020	Tax Payment		IRS		Federal Taxes (941/944)	(1,927.70)	1,927.70
09/23/2020	Expense		IRS		IRS USATAXPYMT IRS USATAXPYMT - ID: 227066766126084 CITY OF UHLAND	(1,927.70)	0.00
Total for 24001 Payroll - Taxes Federal (941/944)							\$0.00
24003 Payroll - Taxes - SUTA							
09/03/2020	Payroll Check	DD	Traci R. McGinley		TX Unemployment Tax	0.00	0.00
09/17/2020	Payroll Check	DD	Traci R. McGinley		TX Unemployment Tax	0.00	0.00
Total for 24003 Payroll - Taxes - SUTA							\$0.00
Miscellaneous Deduction							
09/03/2020	Payroll Check	DD	Gary D. Gallaher		Miscellaneous Deduction	0.00	0.00
09/17/2020	Payroll Check	DD	Gary D. Gallaher		Miscellaneous Deduction	0.00	0.00
Total for Miscellaneous Deduction							\$0.00
Total for 24000 Payroll Liabilities							
Payroll - Liabilities							
Payroll - Waste Bill							
09/03/2020	Payroll Check	DD	Gary D. Gallaher		waste bill	0.00	0.00
09/17/2020	Payroll Check	DD	Gary D. Gallaher		waste bill	0.00	0.00
Total for Payroll - Waste Bill							\$0.00
Total for Payroll - Liabilities							\$0.00
30001 Opening Balance Equity							
Beginning Balance							118,651.59
Total for 30001 Opening Balance Equity							
40010 AD Valorem - Caldwell County							
Beginning Balance							26,440.10
Total for 40010 AD Valorem - Caldwell County							
30000 Retained Earnings							
Beginning Balance							157,971.21
Total for 30000 Retained Earnings							
40011 AD Valorem - Hays County							
Beginning Balance							70,408.13
09/10/2020	Deposit		HAYS COUNTY APPRASIAL DISTRICT	Administration		576.85	70,984.98
Total for 40011 AD Valorem - Hays County							\$576.85
40050 Sales Tax Revenue							
Beginning Balance							252,667.60
09/14/2020	Deposit		TEXAS COMPTRROLLER	EDC Umland	Current Retained - 1/3 EDC Portion	(233.56)	252,434.04
09/14/2020	Deposit		TEXAS COMPTRROLLER	Administration	Gross Collections - 2/3 City Portion	11,916.68	264,350.72
09/14/2020	Deposit		TEXAS COMPTRROLLER	EDC Umland	Gross Collections - 1/3 EDC Portion	11,916.68	276,267.40
09/14/2020	Deposit		TEXAS COMPTRROLLER	Public Works	Gross Collections - 2/3 City Portion	11,916.68	288,184.08
09/14/2020	Deposit		TEXAS COMPTRROLLER	EDC Umland	Prior Retained - 1/3 EDC Portion	267.14	288,451.22
Total for 40050 Sales Tax Revenue							\$35,783.62
40100 Building Permit Income							
Beginning Balance							312,707.39
09/01/2020	Sales Receipt	3269	MPN	Building Permits	3860 Cotton Gin Road	40.05	312,747.44
09/01/2020	Sales Receipt	3270	MPN	Building Permits	SUBDIVISION - LOT # - MANUFACTURED HOME PLACEMENT South Plum Creek Thomson	1,154.65	313,902.09
09/09/2020	Sales Receipt	3273	KB HOMES	Building Permits	234 Wilma MPN	50.00	313,952.09
09/09/2020	Sales Receipt	3273	KB HOMES	Building Permits	234 Wilma MPN	350.00	314,302.09
09/09/2020	Sales Receipt	3273	KB HOMES	Building Permits	234 Wilma MPN	2,630.80	316,932.89
09/09/2020	Sales Receipt	3280	KB HOMES	Building Permits	MPN 202 Lena Lane	50.00	316,982.89
09/09/2020	Sales Receipt	3280	KB HOMES	Building Permits	MPN 202 Lena Lane	350.00	317,332.89
09/09/2020	Sales Receipt	3280	KB HOMES	Building Permits	MPN 202 Lena Lane	2,072.00	319,404.89
09/09/2020	Sales Receipt	3279	KB HOMES	Building Permits	204 Wilhem Way	50.00	319,454.89
09/09/2020	Sales Receipt	3279	KB HOMES	Building Permits	204 Wilhem Way	350.00	319,804.89
09/09/2020	Sales Receipt	3279	KB HOMES	Building Permits	204 Wilhem Way	1,894.40	321,699.29
09/09/2020	Sales Receipt	3278	KB HOMES	Building Permits	204 Wilhem Way MPN	0.00	321,699.29

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DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	AMOUNT	BALANCE
09/09/2020	Sales Receipt	3276	KB HOMES	Building Permits	MPN 250 Lena	50.00	321,749.29
09/09/2020	Sales Receipt	3276	KB HOMES	Building Permits	MPN 250 Lena	350.00	322,099.29
09/09/2020	Sales Receipt	3276	KB HOMES	Building Permits	MPN 250 Lena	2,181.60	324,280.89
09/09/2020	Sales Receipt	3278	KB HOMES	Building Permits	204 Wilhem Way MPN	0.00	324,280.89
09/09/2020	Sales Receipt	3278	KB HOMES	Building Permits	204 Wilhem Way MPN	0.00	324,280.89
09/09/2020	Sales Receipt	3277	KB HOMES	Building Permits	MPN 258 Wilma	50.00	324,330.89
09/09/2020	Sales Receipt	3277	KB HOMES	Building Permits	MPN 258 Wilma	350.00	324,680.89
09/09/2020	Sales Receipt	3277	KB HOMES	Building Permits	MPN 258 Wilma	1,848.00	326,528.89
09/09/2020	Sales Receipt	3275	KB HOMES	Building Permits	MPN 122 Wilma	50.00	326,578.89
09/09/2020	Sales Receipt	3275	KB HOMES	Building Permits	MPN 122 Wilma	350.00	326,928.89
09/09/2020	Sales Receipt	3275	KB HOMES	Building Permits	MPN 122 Wilma	2,568.80	329,497.69
09/09/2020	Sales Receipt	3272	KB HOMES	Building Permits		50.00	329,547.69
09/09/2020	Sales Receipt	3272	KB HOMES	Building Permits		350.00	329,897.69
09/09/2020	Sales Receipt	3272	KB HOMES	Building Permits		2,329.60	332,227.29
09/09/2020	Sales Receipt	3274	KB HOMES	Building Permits	MPN 266 Lena lane	2,712.00	334,939.29
09/09/2020	Sales Receipt	3274	KB HOMES	Building Permits	MPN 266 Lena lane	350.00	335,289.29
09/09/2020	Sales Receipt	3274	KB HOMES	Building Permits	MPN 266 Lena lane	50.00	335,339.29
09/10/2020	Sales Receipt	3291	DR HORTON	Building Permits	RESIDENTIAL BUILDING PERMIT	5,585.30	340,924.59
09/10/2020	Sales Receipt	3291	DR HORTON	Building Permits	SUBDIVISION - LOT # - DRIVEWAY	700.00	341,624.59
09/10/2020	Sales Receipt	3291	DR HORTON	Building Permits		100.00	341,724.59
09/16/2020	Sales Receipt	3303	KB HOMES	Building Permits		50.00	341,774.59
09/16/2020	Sales Receipt	3303	KB HOMES	Building Permits		350.00	342,124.59
09/16/2020	Sales Receipt	3303	KB HOMES	Building Permits		1,788.80	343,913.39
09/16/2020	Sales Receipt	3302	KB HOMES	Building Permits	171 Wilma	50.00	343,963.39
09/16/2020	Sales Receipt	3302	KB HOMES	Building Permits	171 Wilma	350.00	344,313.39
09/16/2020	Sales Receipt	3302	KB HOMES	Building Permits	171 Wilma	1,788.80	346,102.19
09/16/2020	Sales Receipt	3301	KB HOMES	Building Permits	258 Lena Lane	50.00	346,152.19
09/16/2020	Sales Receipt	3301	KB HOMES	Building Permits	258 Lena Lane	350.00	346,502.19
09/16/2020	Sales Receipt	3301	KB HOMES	Building Permits	258 Lena Lane	2,529.60	349,031.79
09/16/2020	Sales Receipt	3300	KB HOMES	Building Permits	242 Wilma Way	50.00	349,081.79
09/16/2020	Sales Receipt	3300	KB HOMES	Building Permits	242 Wilma Way	350.00	349,431.79
09/16/2020	Sales Receipt	3300	KB HOMES	Building Permits	242 Wilma Way	1,788.80	351,220.59
09/17/2020	Sales Receipt	3327	KB HOMES	Building Permits	143 Gustaf	350.00	351,570.59
09/17/2020	Sales Receipt	3327	KB HOMES	Building Permits	143 Gustaf	1,894.40	353,464.99
09/17/2020	Sales Receipt	3327	KB HOMES	Building Permits	143 Gustaf	50.00	353,514.99
09/17/2020	Sales Receipt	3326	KB HOMES	Building Permits	154 Wilma MPN	1,625.60	355,140.59
09/17/2020	Sales Receipt	3326	KB HOMES	Building Permits	154 Wilma MPN	350.00	355,490.59
09/17/2020	Sales Receipt	3326	KB HOMES	Building Permits	154 Wilma MPN	50.00	355,540.59
09/17/2020	Sales Receipt	3325	KB HOMES	Building Permits	195 Wilma MPN	50.00	355,590.59
09/17/2020	Sales Receipt	3325	KB HOMES	Building Permits	195 Wilma MPN	350.00	355,940.59
09/17/2020	Sales Receipt	3325	KB HOMES	Building Permits	195 Wilma MPN	1,625.60	357,566.19
09/24/2020	Sales Receipt	3324	KB HOMES	Building Permits	444 Gustaf plan change	350.00	357,916.19
09/24/2020	Sales Receipt	3324	KB HOMES	Building Permits	444 Gustaf plan change	50.00	357,966.19
09/24/2020	Sales Receipt	3324	KB HOMES	Building Permits	444 Gustaf plan change	661.49	358,627.68
09/29/2020	Sales Receipt	3310	KB HOMES	Building Permits	149 Wilma	350.00	358,977.68
09/29/2020	Sales Receipt	3304	Clear Creek, Inc.	Administration	application and plan review	850.00	359,827.68
09/29/2020	Sales Receipt	3304	Clear Creek, Inc.	Building Permits	permit and inspections	860.00	360,687.68
09/29/2020	Sales Receipt	3304	Clear Creek, Inc.	Building Permits	electric	120.00	360,807.68
09/29/2020	Sales Receipt	3304	Clear Creek, Inc.	Building Permits	plumbing	120.00	360,927.68
09/29/2020	Sales Receipt	3304	Clear Creek, Inc.	Building Permits	Hvac	120.00	361,047.68
09/29/2020	Sales Receipt	3304	Clear Creek, Inc.	Building Permits	commercial COFO	150.00	361,197.68
09/29/2020	Sales Receipt	3304	Clear Creek, Inc.	Building Permits	Driveway	500.00	361,697.68
09/29/2020	Sales Receipt	3311	TABB IMPROVEMENTS	Building Permits	4 South Plum Creek	671.85	362,369.53
09/29/2020	Sales Receipt	3311	TABB IMPROVEMENTS	Building Permits	4 South Plum Creek	50.00	362,419.53
09/29/2020	Sales Receipt	3311	TABB IMPROVEMENTS	Building Permits	Single Unit Installation (MH) (MPN)	500.00	362,919.53
09/29/2020	Sales Receipt	3311	TABB IMPROVEMENTS	Building Permits	Single Unit Installation (MH) (MPN)	500.00	363,419.53
09/29/2020	Sales Receipt	3310	KB HOMES	Building Permits	149 Wilma	1,847.20	365,266.73
09/29/2020	Sales Receipt	3310	KB HOMES	Building Permits	149 Wilma	50.00	365,316.73
09/29/2020	Sales Receipt	3306	KB HOMES	Building Permits	186 Wilma	1,896.80	367,213.53
09/29/2020	Sales Receipt	3306	KB HOMES	Building Permits	186 Wilma	350.00	367,563.53
09/29/2020	Sales Receipt	3306	KB HOMES	Building Permits	186 Wilma	50.00	367,613.53
09/29/2020	Journal Entry	JE		Administration	Reclass Income from Inv 3304	(850.00)	366,763.53
Total for 40100 Building Permit Income						\$54,056.14	
40102 OSSF Residential							
Beginning							2,460.00
Balance							
Total for 40102 OSSF Residential							
40103 Sign Permits							
Beginning							575.00
Balance							
Total for 40103 Sign Permits							
40104 Transportation Fee - CGE							
Beginning							250.00
Balance							
Total for 40104 Transportation Fee - CGE							
40105 Transportation Fees - Millcreek							
Beginning							39,296.00
Balance							
09/10/2020	Sales Receipt	3291	DR HORTON	Future Roadway Impact	2 Fees	2,456.00	41,752.00
Total for 40105 Transportation Fees - Millcreek						\$2,456.00	
40106 Transportation Fee - KB Homes							
Beginning							92,100.00
Balance							
09/02/2020	Sales Receipt	3251	KB HOMES	Future Roadway Impact	219 Ella Marie	1,228.00	93,328.00

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DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	AMOUNT	BALANCE
					Fees		
09/09/2020	Sales Receipt	3278	KB HOMES	Future Roadway Impact	KB HOME ROADWAY IMPACT IMPROVEMENTS	0.00	93,328.00
					Fees		
09/09/2020	Sales Receipt	3280	KB HOMES	Future Roadway Impact	KB HOME ROADWAY IMPACT IMPROVEMENTS	1,228.00	94,556.00
					Fees		
09/09/2020	Sales Receipt	3274	KB HOMES	Future Roadway Impact	KB HOME ROADWAY IMPACT IMPROVEMENTS	1,228.00	95,784.00
					Fees		
09/09/2020	Sales Receipt	3277	KB HOMES	Future Roadway Impact	KB HOME ROADWAY IMPACT IMPROVEMENTS	1,228.00	97,012.00
					Fees		
09/09/2020	Sales Receipt	3273	KB HOMES	Future Roadway Impact	KB HOME ROADWAY IMPACT IMPROVEMENTS	1,228.00	98,240.00
					Fees		
09/09/2020	Sales Receipt	3275	KB HOMES	Future Roadway Impact	KB HOME ROADWAY IMPACT IMPROVEMENTS	1,228.00	99,468.00
					Fees		
09/09/2020	Sales Receipt	3272	KB HOMES	Future Roadway Impact	KB HOME ROADWAY IMPACT IMPROVEMENTS	1,228.00	100,696.00
					Fees		
09/09/2020	Sales Receipt	3279	KB HOMES	Future Roadway Impact	KB HOME ROADWAY IMPACT IMPROVEMENTS	1,228.00	101,924.00
					Fees		
09/09/2020	Sales Receipt	3276	KB HOMES	Future Roadway Impact	KB HOME ROADWAY IMPACT IMPROVEMENTS	1,228.00	103,152.00
					Fees		
09/16/2020	Sales Receipt	3303	KB HOMES	Future Roadway Impact	KB HOME ROADWAY IMPACT IMPROVEMENTS	1,228.00	104,380.00
					Fees		
09/16/2020	Sales Receipt	3302	KB HOMES	Future Roadway Impact	171 Wilma	1,228.00	105,608.00
					Fees		
09/16/2020	Sales Receipt	3301	KB HOMES	Future Roadway Impact	258 Lena Lane	1,228.00	106,836.00
					Fees		
09/16/2020	Sales Receipt	3300	KB HOMES	Future Roadway Impact	242 Wilma Way	1,228.00	108,064.00
					Fees		
09/17/2020	Sales Receipt	3325	KB HOMES	Future Roadway Impact	195 Wilma MPN	1,228.00	109,292.00
					Fees		
09/17/2020	Sales Receipt	3327	KB HOMES	Future Roadway Impact	143 Gustaf	1,228.00	110,520.00
					Fees		
09/17/2020	Sales Receipt	3326	KB HOMES	Future Roadway Impact	154 Wilma MPN	1,228.00	111,748.00
					Fees		
09/29/2020	Sales Receipt	3306	KB HOMES	Future Roadway Impact	186 Wilma	1,228.00	112,976.00
					Fees		
09/29/2020	Sales Receipt	3310	KB HOMES	Future Roadway Impact	149 Wilma	1,228.00	114,204.00
					Fees		
Total for 40106 Transportation Fee - KB Homes						\$22,104.00	
40107 Future Roadway Funds							
Beginning Balance							
							13,508.00
Total for 40107 Future Roadway Funds							
40150 Subdivision Income							
Beginning Balance							
							162,937.65
09/01/2020	Invoice	3247	Gunvant Gajera	Subdivision	Planned Development District, Umland Plaza	8,500.00	171,437.65
09/02/2020	Invoice	3256	RANCH ROAD DEVELOPMENT	Subdivision	5000.00 PER DISTRICT, PLUS \$100.00 PER ACRE 34.083	8,408.30	179,845.95
09/25/2020	Invoice	3297	RANCH ROAD DEVELOPMENT	Subdivision	\$1000.00 + \$75.00 PER LOT Harvest Creek	16,150.00	195,995.95
09/25/2020	Invoice	3296	RANCH ROAD DEVELOPMENT	Subdivision	Millcreek Phase 3, Final Plat	2,525.00	198,520.95
Total for 40150 Subdivision Income						\$35,583.30	
40155 Billable Expense Income							
Beginning Balance							
							53,985.38
09/02/2020	Invoice	3264	County Line Special Utility District	Subdivision	County Line SUD	23.75	54,009.13
09/02/2020	Invoice	3264	County Line Special Utility District	Subdivision	County Line SUD	560.00	54,569.13
09/02/2020	Invoice	3263	WEHBE Properties	Subdivision	Commercial Property Grist Mill & SH21	490.00	55,059.13
09/02/2020	Invoice	3263	WEHBE Properties	Subdivision	Commercial Property Grist Mill & Heidenreich	140.00	55,199.13
09/02/2020	Invoice	3263	WEHBE Properties	Subdivision	Commercial Property Grist Mill & SH21	280.00	55,479.13
09/02/2020	Invoice	3263	WEHBE Properties	Subdivision	Commercial Property Grist Mill & Heidenreich	420.00	55,899.13
09/02/2020	Invoice	3263	WEHBE Properties	Subdivision	Commercial Property Old Spanish Trail	70.00	55,969.13
09/02/2020	Invoice	3262	Sun Communities	Subdivision	Sun Communities	760.00	56,729.13
09/02/2020	Invoice	3262	Sun Communities	Subdivision	Sun Communities	213.75	56,942.88
09/02/2020	Invoice	3262	Sun Communities	Subdivision	Sun Communities	2,055.00	58,997.88
09/02/2020	Invoice	3261	AUS-TEX/VILLAGE HOMES	Subdivision	Harmony Hills	631.25	59,629.13
09/02/2020	Invoice	3261	AUS-TEX/VILLAGE HOMES	Subdivision	Harmony Hills	375.00	60,004.13
09/02/2020	Invoice	3261	AUS-TEX/VILLAGE HOMES	Subdivision	Harmony Hills	730.00	60,734.13
09/02/2020	Invoice	3260	LAS ENTANCIAS 2	Subdivision	Las Estancias 2	607.50	61,341.63
09/02/2020	Invoice	3260	LAS ENTANCIAS 2	Subdivision	Las Estancias 2	785.16	62,126.79
09/02/2020	Invoice	3260	LAS ENTANCIAS 2	Subdivision	Las Estancias 2	816.00	62,942.85
09/02/2020	Invoice	3257	Cap Development LLC	Subdivision	Rocky Road Subdivision	282.50	63,225.35
09/02/2020	Invoice	3257	Cap Development LLC	Subdivision	Rocky Road Subdivision	23.75	63,249.10
09/02/2020	Invoice	3257	Cap Development LLC	Subdivision	Rocky Road Subdivision	541.25	63,790.35
09/02/2020	Invoice	3257	Cap Development LLC	Subdivision	Rocky Road Subdivision	1,000.00	64,790.35
09/02/2020	Invoice	3257	Cap Development LLC	Subdivision	Rocky Road Subdivision	1,400.00	66,190.35
09/02/2020	Invoice	3256	RANCH ROAD DEVELOPMENT	Subdivision	Harvest Creek	140.00	66,330.35
09/02/2020	Invoice	3256	RANCH ROAD DEVELOPMENT	Subdivision	Harvest Creek	600.00	66,930.35
09/02/2020	Invoice	3256	RANCH ROAD DEVELOPMENT	Subdivision	Harvest Creek	380.00	67,310.35
09/02/2020	Invoice	3256	RANCH ROAD DEVELOPMENT	Subdivision	Harvest Creek	747.50	68,057.85
09/02/2020	Invoice	3256	RANCH ROAD DEVELOPMENT	Subdivision	Harvest Creek	500.00	68,557.85
09/02/2020	Invoice	3255	The Old El Camino Moto Court and Campground	Subdivision	Harvest Creek	200.00	68,757.85
09/02/2020	Invoice	3254	WALTON DEVELOPMENT AND MANAGEMENT	Subdivision	Harvest Creek	500.00	69,257.85
09/02/2020	Invoice	3254	WALTON DEVELOPMENT AND MANAGEMENT	Subdivision	Harvest Creek	300.00	69,557.85
09/02/2020	Invoice	3268	The Old El Camino Moto Court and Campground	Subdivision	Moto Court	583.75	70,141.60
09/02/2020	Invoice	3259	RANCH ROAD DEVELOPMENT	Subdivision	Millcreek	45.00	70,186.60
09/02/2020	Invoice	3259	RANCH ROAD DEVELOPMENT	Subdivision	Millcreek	700.00	70,886.60
09/02/2020	Invoice	3259	RANCH ROAD DEVELOPMENT	Subdivision	Millcreek	112.50	70,999.10
09/02/2020	Invoice	3258	KIP KRONENBERG	Subdivision	Cotton Gin RV Park	700.00	71,699.10

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DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	AMOUNT	BALANCE
09/02/2020	Invoice	3252	Gunvant Gajera	Subdivision	Umland Plaza	350.00	72,049.10
09/02/2020	Invoice	3253	Josh Thornton	Subdivision	Misty Lane	210.00	72,259.10
09/02/2020	Invoice	3253	Josh Thornton	Subdivision	Famside	2,000.00	74,259.10
09/02/2020	Invoice	3253	Josh Thornton	Subdivision		700.00	74,959.10
09/02/2020	Invoice	3267	TK RANCH	Subdivision	T K Ranch	140.00	75,099.10
09/02/2020	Invoice	3266	PECAN SPRINGS RV PARK	Subdivision	Pecan Springs RV	95.00	75,194.10
09/02/2020	Invoice	3266	PECAN SPRINGS RV PARK	Subdivision	Pecan Springs RV	213.75	75,407.85
09/02/2020	Invoice	3265	Todd Burek	Subdivision		1,800.00	77,207.85
09/02/2020	Invoice	3265	Todd Burek	Subdivision	Camino Crest	280.00	77,487.85
09/02/2020	Invoice	3264	County Line Special Utility District	Subdivision	Plum Creek Utility	140.00	77,627.85
09/25/2020	Invoice	3296	RANCH ROAD DEVELOPMENT	Subdivision	Millcreek	320.00	77,947.85
Total for 40155 Billable Expense Income						\$23,962.47	
40200 Solid Waste Services							
Beginning Balance							151,695.32
09/01/2020	Sales Receipt	3250	USTI epay	Waste Management	Waste and recycle income, USTI batch	1,389.63	153,084.95
09/02/2020	Sales Receipt	3284	USTI - BATCH PAYMENTS	Waste Management	Waste and recycle income, USTI batch	308.55	153,393.50
09/02/2020	Sales Receipt	3282	USTI - BATCH PAYMENTS	Waste Management	Waste and recycle income, USTI batch	366.90	153,760.40
09/02/2020	Sales Receipt	3283	USTI - BATCH PAYMENTS	Waste Management	Waste and recycle income, USTI batch	219.75	153,980.15
09/04/2020	Sales Receipt	3285	USTI epay	Waste Management	Waste and recycle income, USTI batch	636.33	154,616.48
09/08/2020	Sales Receipt	3286	USTI epay	Waste Management	Waste and recycle income, USTI batch	262.81	154,879.29
09/08/2020	Sales Receipt	3281	USTI - BATCH PAYMENTS	Waste Management	Waste and recycle income, USTI batch	430.43	155,309.72
09/14/2020	Sales Receipt	3289	USTI - BATCH PAYMENTS	Waste Management	Waste and recycle income, USTI batch	203.51	155,513.23
09/14/2020	Sales Receipt	3290	USTI epay	Waste Management	Waste and recycle income, USTI batch	603.48	156,116.71
09/14/2020	Sales Receipt	3288	USTI - BATCH PAYMENTS	Waste Management	Waste and recycle income, USTI batch	218.24	156,334.95
09/15/2020	Sales Receipt	3287	USTI - BATCH PAYMENTS	Waste Management	Waste and recycle income, USTI batch	176.24	156,511.19
09/16/2020	Sales Receipt	3293	USTI epay	Waste Management	Waste and recycle income, USTI batch	423.86	156,935.05
09/16/2020	Sales Receipt	3292	USTI - BATCH PAYMENTS	Waste Management	Waste and recycle income, USTI batch	186.62	157,121.67
09/17/2020	Sales Receipt	3295	USTI - BATCH PAYMENTS	Waste Management	Waste and recycle income, USTI batch	372.85	157,494.52
09/18/2020	Sales Receipt	3294	USTI - BATCH PAYMENTS	Waste Management	Waste and recycle income, USTI batch	318.83	157,813.35
09/23/2020	Sales Receipt	3316	USTI epay	Waste Management	Waste and recycle income, USTI batch	1,638.58	159,451.93
09/24/2020	Sales Receipt	3319	USTI epay	Waste Management	Waste and recycle income, USTI batch	425.68	159,877.61
09/24/2020	Sales Receipt	3318	USTI - BATCH PAYMENTS	Waste Management	Waste and recycle income, USTI batch	329.53	160,207.14
09/24/2020	Sales Receipt	3317	USTI - BATCH PAYMENTS	Waste Management	Waste and recycle income, USTI batch	901.70	161,108.84
09/25/2020	Sales Receipt	3321	USTI - BATCH PAYMENTS	Waste Management	Waste and recycle income, USTI batch	413.20	161,522.04
09/25/2020	Sales Receipt	3331	USTI - BATCH PAYMENTS	Waste Management	Waste and recycle income, USTI batch	334.17	161,856.21
09/25/2020	Sales Receipt	3330	USTI - BATCH PAYMENTS	Waste Management	Waste and recycle income, USTI batch	144.93	162,001.14
09/25/2020	Sales Receipt	3329	USTI - BATCH PAYMENTS	Waste Management	Waste and recycle income, USTI batch	181.86	162,183.00
09/25/2020	Sales Receipt	3322	USTI epay	Waste Management	Waste and recycle income, USTI batch	201.24	162,384.24
09/29/2020	Sales Receipt	3307	USTI - BATCH PAYMENTS	Waste Management	Waste and recycle income, USTI batch	564.31	162,948.55
09/30/2020	Journal Entry	Sales Tax Payable		Waste Management	Record sales tax payable - September	(1,008.00)	161,940.55
09/30/2020	Sales Receipt	3309	USTI - BATCH PAYMENTS	Waste Management	Waste and recycle income, USTI batch	2,242.32	164,182.87
Total for 40200 Solid Waste Services						\$12,487.55	
40201 Franchise Fees							
Beginning Balance							38,670.25
Total for 40201 Franchise Fees							
40202 Solid Waste Services - Restoration/Late Fee							
Beginning Balance							1,665.00
Total for 40202 Solid Waste Services - Restoration/Late Fee							
40300 Community Center Rental							
Beginning Balance							4,800.00
Total for 40300 Community Center Rental							
40320 Donations							
Beginning Balance							650.00
Total for 40320 Donations							
40350 Film Friendly Fee							
Beginning Balance							500.00
Total for 40350 Film Friendly Fee							
40355 Lottery Fee							
Beginning Balance							17.56
Total for 40355 Lottery Fee							
40500 Administration Fee Income							
Beginning Balance							14,934.11
09/01/2020	Invoice	3247	Gunvant Gajera	Administration	\$100.00 / HR - \$100.00 MINIMUM	100.00	15,034.11
09/02/2020	Invoice	3258	KIP KRONENBERG	Administration	10 % ADMINISTRATION COST	70.00	15,104.11
09/02/2020	Invoice	3259	RANCH ROAD DEVELOPMENT	Administration	10 % ADMINISTRATION COST	85.75	15,189.86
09/02/2020	Invoice	3253	Josh Thornton	Administration	10 % ADMINISTRATION COST	291.00	15,480.86
09/02/2020	Invoice	3265	Todd Burek	Administration	10 % ADMINISTRATION COST	208.00	15,688.86
09/02/2020	Invoice	3264	County Line Special Utility District	Administration	10 % ADMINISTRATION COST	72.38	15,761.24
09/02/2020	Invoice	3267	TK RANCH	Administration	10 % ADMINISTRATION COST	14.00	15,775.24
09/02/2020	Invoice	3266	PECAN SPRINGS RV PARK	Administration	10 % ADMINISTRATION COST	30.88	15,806.12
09/02/2020	Invoice	3263	WEHBE Properties	Administration	10 % ADMINISTRATION COST	140.00	15,946.12
09/02/2020	Invoice	3262	Sun Communities	Administration	10 % ADMINISTRATION COST	302.88	16,249.00
09/02/2020	Invoice	3261	AUS-TEX/VILLAGE HOMES	Administration	10 % ADMINISTRATION COST	173.63	16,422.63
09/02/2020	Invoice	3260	LAS ENTANCIAS 2	Administration	10 % ADMINISTRATION COST	220.87	16,643.50
09/02/2020	Invoice	3257	Cap Development LLC	Administration	10 % ADMINISTRATION COST	324.75	16,968.25
09/02/2020	Invoice	3256	RANCH ROAD DEVELOPMENT	Administration	10 % ADMINISTRATION COST	236.75	17,205.00

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DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	AMOUNT	BALANCE
09/02/2020	Invoice	3255	The Old El Camino Moto Court and Campground	Administration	10 % ADMINISTRATION COST	20.00	17,225.00
09/02/2020	Invoice	3254	WALTON DEVELOPMENT AND MANAGEMENT	Administration	10 % ADMINISTRATION COST	80.00	17,305.00
09/02/2020	Invoice	3268	The Old El Camino Moto Court and Campground	Administration	10 % ADMINISTRATION COST	58.38	17,363.38
09/02/2020	Invoice	3252	Gunvant Gajera	Administration	10 % ADMINISTRATION COST	35.00	17,398.38
09/09/2020	Sales Receipt	3274	KB HOMES	Administration	MPN 266 Lena lane	50.00	17,448.38
09/09/2020	Sales Receipt	3273	KB HOMES	Administration	234 Wilma MPN	50.00	17,498.38
09/09/2020	Sales Receipt	3280	KB HOMES	Administration	MPN 202 Lena Lane	50.00	17,548.38
09/09/2020	Sales Receipt	3272	KB HOMES	Administration		50.00	17,598.38
09/09/2020	Sales Receipt	3279	KB HOMES	Administration	204 Wilhem Way	50.00	17,648.38
09/09/2020	Sales Receipt	3275	KB HOMES	Administration	MPN 122 Wilma	50.00	17,698.38
09/09/2020	Sales Receipt	3277	KB HOMES	Administration	MPN 258 Wilma	50.00	17,748.38
09/09/2020	Sales Receipt	3276	KB HOMES	Administration	MPN 250 Lena	50.00	17,798.38
09/09/2020	Sales Receipt	3278	KB HOMES	Administration	204 Wilhem Way MPN	0.00	17,798.38
09/10/2020	Sales Receipt	3291	DR HORTON	Administration	application fees	100.00	17,898.38
09/16/2020	Sales Receipt	3300	KB HOMES	Administration	242 Wilma Way	50.00	17,948.38
09/16/2020	Sales Receipt	3301	KB HOMES	Administration	258 Lena Lane	50.00	17,998.38
09/16/2020	Sales Receipt	3302	KB HOMES	Administration	171 Wilma	50.00	18,048.38
09/16/2020	Sales Receipt	3303	KB HOMES	Administration		50.00	18,098.38
09/17/2020	Sales Receipt	3327	KB HOMES	Administration	143 Gustaf	50.00	18,148.38
09/17/2020	Sales Receipt	3325	KB HOMES	Administration	195 Wilma MPN	50.00	18,198.38
09/17/2020	Sales Receipt	3326	KB HOMES	Administration	154 Wilma MPN	50.00	18,248.38
09/24/2020	Sales Receipt	3324	KB HOMES	Administration	444 Gustaf plan change	50.00	18,298.38
09/25/2020	Invoice	3296	RANCH ROAD DEVELOPMENT	Administration		32.00	18,330.38
09/25/2020	Invoice	3297	RANCH ROAD DEVELOPMENT	Administration	\$100.00 / HR - \$100.00 MINIMUM Harvest Creek	100.00	18,430.38
09/25/2020	Invoice	3297	RANCH ROAD DEVELOPMENT	Administration	10 % ADMINISTRATION COST	1,625.00	20,055.38
09/25/2020	Invoice	3298	WEHBE Properties	Administration	PDD Ordinance 240 amendment El Camino Ranch RV Resort	2,963.53	23,018.91
09/29/2020	Sales Receipt	3306	KB HOMES	Administration	186 Wilma	50.00	23,068.91
09/29/2020	Journal Entry	JE		Administration	Reclass Income from Inv 3304	850.00	23,918.91
09/29/2020	Sales Receipt	3311	TABB IMPROVEMENTS	Administration	Application and Plan Review (MPN) 4 South Plum Creek	25.00	23,943.91
09/29/2020	Sales Receipt	3310	KB HOMES	Administration	149 Wilma	50.00	23,993.91
Total for 40500 Administration Fee Income						\$9,059.80	
40550 Merchant Processing Fee Income							
Beginning Balance							4,064.37
09/10/2020	Sales Receipt	3291	DR HORTON	Building Permits	Reimbursement of Merchant Processing Fees for Credit Card Payments	10.00	4,074.37
Total for 40550 Merchant Processing Fee Income						\$10.00	
40900 Interest Income							
Beginning Balance							656.88
09/30/2020	Deposit		FIRST LOCKHART NATIONAL BANK	Administration	Interest	5.95	662.83
09/30/2020	Deposit		TexSTAR	Administration	Interest	33.14	695.97
09/30/2020	Deposit		FIRST LOCKHART NATIONAL BANK	Administration	Interest	13.98	709.95
Total for 40900 Interest Income						\$53.07	
50050 Sales Tax Income - State Service Fees							
Beginning Balance							5,055.51
09/14/2020	Deposit		TEXAS COMPTROLLER	Administration	2% Service Fees - 2/3 City Portion	238.33	5,293.84
09/14/2020	Deposit		TEXAS COMPTROLLER	Public Works	2% Service Fees - 2/3 City Portion	238.33	5,532.17
09/14/2020	Deposit		TEXAS COMPTROLLER	EDC Uhland	2% Service Fees - 1/3 EDC Portion	238.33	5,770.50
Total for 50050 Sales Tax Income - State Service Fees						\$714.99	
50051 EDC Sales Tax Income Transfers							
Beginning Balance							82,464.13
09/10/2020	Journal Entry	JE		EDC Uhland	Reverse Duplicate Sales Tax Income entry - July	(9,647.40)	72,816.73
09/10/2020	Journal Entry		Uhland EDC	EDC Uhland	Record EDC Sales Tax Income Transfer - July	9,647.40	82,464.13
09/30/2020	Journal Entry	JE		EDC Uhland	Record EDC Sales Tax Income Transfer - September	11,711.93	94,176.06
Total for 50051 EDC Sales Tax Income Transfers						\$11,711.93	
50155 Billable Expenses							
Beginning Balance							68,951.54
09/03/2020	Expense	DD	Amy Akers	Subdivision		500.00	69,451.54
09/03/2020	Expense	DD	Amy Akers	Subdivision		300.00	69,751.54
09/03/2020	Expense	DD	Amy Akers	Subdivision		700.00	70,451.54
09/03/2020	Expense	DD	Amy Akers	Subdivision		1,400.00	71,851.54
09/03/2020	Expense	DD	Amy Akers	Subdivision		200.00	72,051.54
09/09/2020	Bill	35450	LNV ENGINEERING	Subdivision	Gristmill Highlands	47.50	72,099.04
09/09/2020	Bill	35450	LNV ENGINEERING	Administration	COU General Engineering SH 21 Zoom meeting	420.00	72,519.04
09/09/2020	Bill	35450	LNV ENGINEERING	Subdivision	Rocky Road Subdivision	257.50	72,776.54
09/09/2020	Bill	35450	LNV ENGINEERING	Subdivision	Commercial Property Old Spanish Trail	140.00	72,916.54
09/09/2020	Bill	35450	LNV ENGINEERING	Subdivision	Spanish Trail C Store	210.00	73,126.54
09/09/2020	Bill	35450	LNV ENGINEERING	Subdivision	Harmony Hills	140.00	73,266.54
09/09/2020	Bill	35450	LNV ENGINEERING	Subdivision	Sun Communities	1,016.25	74,282.79
09/09/2020	Bill	35450	LNV ENGINEERING	Subdivision	Misty Lane	70.00	74,352.79
09/09/2020	Bill	35450	LNV ENGINEERING	Subdivision	Millcreek	320.00	74,672.79
09/09/2020	Bill	35450	LNV ENGINEERING	Subdivision	Las Estancias 2	771.06	75,443.85
09/22/2020	Expense		SAN MARCOS DAILY RECORD	Administration	Budget and tax rate 2020	596.37	76,040.22
09/23/2020	Expense		SAN MARCOS DAILY RECORD	Administration	public notices	167.29	76,207.51
Total for 50155 Billable Expenses						\$7,255.97	
60000 Capital Expenditures							
Beginning Balance							64,021.80
Total for 60000 Capital Expenditures							
60050 Community Outreach							
Beginning Balance							1,766.72

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Total for 60050 Community Outreach							
60051 Computer Expense & Repair							
Beginning Balance							11,054.39
09/14/2020	Bill	13061	DELTRA	Administration	Wi Fi issues in council chambers replace wifi extender	490.50	11,544.89
09/18/2020	Expense		Adobe	Administration	monthly adobe pro	16.23	11,561.12
Total for 60051 Computer Expense & Repair							\$506.73
60053 Continuing Education/Training							
Beginning Balance							1,347.50
Total for 60053 Continuing Education/Training							
60055 Contract Labor							
Beginning Balance							66,571.69
09/09/2020	Journal Entry	Jimmy Mc Clintock		Building Permits	Record J McClintock Payable - sales receipt 3276	600.00	67,171.69
09/09/2020	Journal Entry	Jimmy McClintock		Building Permits	Record J McClintock Payable - sales receipt 3274	600.00	67,771.69
09/09/2020	Journal Entry	Jimmy McClintock		Building Permits	Record J McClintock Payable - sales receipt 3279	600.00	68,371.69
09/09/2020	Journal Entry	Jimmy McClintock		Building Permits	Record J McClintock Payable - sales receipt 3275	600.00	68,971.69
09/09/2020	Journal Entry	Jimmy McClintock		Building Permits	Jimmy Mc Clintock payable sales receipt 3273	600.00	69,571.69
09/09/2020	Journal Entry	Jimmy McClintock		Building Permits	Record J McClintock Payable - sales receipt 3272	600.00	70,171.69
09/09/2020	Journal Entry	Jimmy McClintock		Building Permits	Record J McClintock Payable - sales receipt 3277	600.00	70,771.69
09/09/2020	Journal Entry	Jimmy McClintock		Building Permits	Record J McClintock Payable - sales receipt 3280	600.00	71,371.69
09/30/2020	Journal Entry	Jimmy McClintock		Building Permits	Record J McClintock Payable - sales receipt 3338,3337,3336,3335,3334,3332,3361,3337,3360	5,400.00	76,771.69
09/30/2020	Journal Entry	Jimmy McClintock		Building Permits	Record J McClintock Payable - sales receipt 3270, 3278, 3291, 3324, 3304, 3311	3,600.00	80,371.69
Total for 60055 Contract Labor							\$13,800.00
60057 Dues Licenses & Subscriptions							
Beginning Balance							1,035.50
09/17/2020	Bill	2021M159	CAPITAL AREA COUNCIL OF GOVERNMENTS	Administration	2020 CAPCOG ANNUAL DUES - MEMBERSHIPS	136.40	1,171.90
Total for 60057 Dues Licenses & Subscriptions							\$136.40
60059 Employee Morale							
Beginning Balance							536.68
09/23/2020	Expense		DANS	Administration	lunch	23.48	560.16
09/23/2020	Expense		Chisholm Trail BBQ	Administration	employee Bday lunch	40.58	600.74
Total for 60059 Employee Morale							\$64.06
60060 Fees - Accounting							
Beginning Balance							16,000.00
Total for 60060 Fees - Accounting							
60063 Fees - Bookkeeping							
Beginning Balance							7,296.15
09/10/2020	Expense		BH BOOKKEEPERS	Administration	august services	593.40	7,889.55
Total for 60063 Fees - Bookkeeping							\$593.40
60065 Fees - Consulting							
Beginning Balance							10,238.93
Total for 60065 Fees - Consulting							
60071 Fees - Legal							
Beginning Balance							48,950.00
09/03/2020	Expense	DD	Amy Akers	Administration		4,825.00	53,775.00
Total for 60071 Fees - Legal							\$4,825.00
60072 Fees - Meetings							
Beginning Balance							150.09
09/05/2020	Expense		ZOOM	Administration	Zoom Monthly meetings	15.99	166.08
Total for 60072 Fees - Meetings							\$15.99
60075 Fees - Professional							
Beginning Balance							3,136.64
09/16/2020	Expense		BIZ DOC INC.	Administration	overage usage fee	8.02	3,144.66
09/22/2020	Bill	09222006	Cuatro Consultants, LTD.	Administration		1,500.00	4,644.66
09/25/2020	Expense		BIZ DOC INC.	Administration	COU	40.59	4,685.25
09/25/2020	Expense		BIZ DOC INC.	Waste Management	waste management	40.59	4,725.84
Total for 60075 Fees - Professional							\$1,589.20
60078 Fees - Property Tax Collection							
Beginning Balance							645.50
Total for 60078 Fees - Property Tax Collection							
60079 Fees - Waste Collection							
Beginning Balance							97,769.92
09/03/2020	Expense		WASTE CONNECTION	Waste Management	August 2020	7,611.72	105,381.64

City of Uhland

GENERAL LEDGER

September 2020

DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	AMOUNT	BALANCE
Total for 60079 Fees - Waste Collection						\$7,611.72	
60081 Small Equipment & Tools < \$2,500							
Beginning Balance							547.38
Total for 60081 Small Equipment & Tools < \$2,500							
60087 Fuel							
Beginning Balance							4,047.69
09/02/2020	Expense		FUELMAN	Public Works	fuel	29.50	4,077.19
09/02/2020	Expense		Fuelman Fleet Program Master Card	Public Works	fuel	29.17	4,106.36
09/08/2020	Expense	09151	Fuelman Fleet Program Master Card	Public Works	fuel	35.00	4,141.36
09/15/2020	Expense		Fuelman Fleet Program Master Card	Public Works	fuel	36.92	4,178.28
09/16/2020	Expense	019647	Fuelman Fleet Program Master Card	Public Works	fuel	29.00	4,207.28
09/16/2020	Expense	019491	Fuelman Fleet Program Master Card	Public Works	fuel	78.93	4,286.21
09/25/2020	Expense		POCO LOCO MARKET	Public Works	fuel	74.93	4,361.14
09/30/2020	Journal Entry	JE		Public Works	Adjust Fuelman Gas card bal to actual	18.75	4,379.89
Total for 60087 Fuel						\$332.20	
60090 INS - Liability							
Beginning Balance							3,072.06
Total for 60090 INS - Liability							
60091 INS - Employee Benefit Insurance							
Beginning Balance							30,119.77
09/17/2020	Expense		TML MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL	Administration	September 2020	596.97	30,716.74
09/17/2020	Expense		TML MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL	Public Works	September 2020	1,497.88	32,214.62
Total for 60091 INS - Employee Benefit Insurance						\$2,094.85	
60092 INS - Workers Compensation							
Beginning Balance							6,088.00
Total for 60092 INS - Workers Compensation							
70020 Bank Charges							
Beginning Balance							427.29
09/15/2020	Expense		Fleet dash	Administration	Ref # 02592519	29.97	457.26
09/24/2020	Expense		FLNB	Waste Management	Charged Back Checks	100.00	557.26
09/30/2020	Expense		FLNB	Administration	Dormant Account Charge	5.00	562.26
Total for 70020 Bank Charges						\$134.97	
70030 Merchant Service Fees							
Beginning Balance							7,294.04
09/02/2020	Expense		Merchant Services	Building Permits	Merchant account service fee monthly for My permit.org	10.00	7,304.04
09/10/2020	Expense		Merchant Services	Building Permits	Merchant account service fee monthly for My permit.org	169.07	7,473.11
Total for 70030 Merchant Service Fees						\$179.07	
70056 Marketing - Website							
Beginning Balance							2,593.25
Total for 70056 Marketing - Website							
70065 Postage							
Beginning Balance							2,754.70
Total for 70065 Postage							
70070 Rent - Janitorial Equipment							
Beginning Balance							1,701.50
Total for 70070 Rent - Janitorial Equipment							
70075 R&M (Public Works, Roads, Buildings)							
Beginning Balance							16,948.53
09/17/2020	Expense		Power Haus Equipment	Public Works	oil, filters for break in oil changes	171.45	17,119.98
09/19/2020	Credit Card Credit		AMAZON	Public Works		(145.99)	16,973.99
09/19/2020	Credit Card Credit		AMAZON	Public Works		(145.99)	16,828.00
09/19/2020	Expense		AMAZON	Public Works	12 pk oregon 91-622 mower blades	115.00	16,943.00
09/21/2020	Expense		WALMART	Administration	public works water Gatorade and break cleaner	34.67	16,977.67
Total for 70075 R&M (Public Works, Roads, Buildings)						\$29.14	
70090 Payroll - Expenses							
70091 Payroll - Salaries							
70092 Payroll - Salaries - City Administrator							
Beginning Balance							79,164.65
09/03/2020	Payroll Check	DD	Karen S. Gallaher	Administration	Gross Pay - This is not a legal pay stub	2,855.23	82,019.88
09/17/2020	Payroll Check	DD	Karen S. Gallaher	Administration	Gross Pay - This is not a legal pay stub	2,855.23	84,875.11
Total for 70092 Payroll - Salaries - City Administrator						\$5,710.46	
70093 Payroll - Salaries - City Secretary							
Beginning Balance							16,080.79
Total for 70093 Payroll - Salaries - City Secretary							
70094 Payroll - Salaries - City Clerk							
Beginning Balance							14,756.43
09/03/2020	Payroll Check	DD	Traci R. McGinley	Administration	Gross Pay - This is not a legal pay stub	2,115.20	16,871.63

City of Uhland

GENERAL LEDGER

September 2020

DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	AMOUNT	BALANCE
09/17/2020	Payroll Check	DD	Traci R. McGinley	Administration	Gross Pay - This is not a legal pay stub	2,115.20	18,986.83
Total for 70094 Payroll - Salaries - City Clerk						\$4,230.40	
70095 Payroll - Salaries - Public Works Lead							
Beginning Balance							
							49,710.71
09/03/2020	Payroll Check	DD	Gary D. Gallaher	Public Works	Gross Pay - This is not a legal pay stub	2,040.19	51,750.90
09/17/2020	Payroll Check	DD	Gary D. Gallaher	Public Works	Gross Pay - This is not a legal pay stub	2,040.19	53,791.09
Total for 70095 Payroll - Salaries - Public Works Lead						\$4,080.38	
70096 Payroll - Salaries - Public Works							
Beginning Balance							
							32,284.35
09/03/2020	Payroll Check	DD	Matthew Hodge	Public Works	Gross Pay - This is not a legal pay stub	1,348.32	33,632.67
09/17/2020	Payroll Check	DD	Matthew Hodge	Public Works	Gross Pay - This is not a legal pay stub	1,349.38	34,982.05
Total for 70096 Payroll - Salaries - Public Works						\$2,697.70	
Total for 70091 Payroll - Salaries						\$16,718.94	
70200 Payroll - Taxes							
Beginning Balance							
							14,687.78
09/03/2020	Payroll Check	DD	Matthew Hodge	Public Works	Employer Taxes	103.14	14,790.92
09/03/2020	Payroll Check	DD	Karen S. Gallaher	Administration	Employer Taxes	218.42	15,009.34
09/03/2020	Payroll Check	DD	Gary D. Gallaher	Public Works	Employer Taxes	156.07	15,165.41
09/03/2020	Payroll Check	DD	Traci R. McGinley	Administration	Employer Taxes	161.81	15,327.22
09/17/2020	Payroll Check	DD	Gary D. Gallaher	Public Works	Employer Taxes	156.07	15,483.29
09/17/2020	Payroll Check	DD	Matthew Hodge	Public Works	Employer Taxes	103.22	15,586.51
09/17/2020	Payroll Check	DD	Karen S. Gallaher	Administration	Employer Taxes	218.42	15,804.93
09/17/2020	Payroll Check	DD	Traci R. McGinley	Administration	Employer Taxes	161.81	15,966.74
Total for 70200 Payroll - Taxes						\$1,278.96	
70210 Payroll - Service Fees							
Beginning Balance							
							1,296.24
09/14/2020	Expense		INTUIT	Administration	monthly payroll service	61.82	1,358.06
09/14/2020	Expense		INTUIT	Public Works	monthly payroll service	61.83	1,419.89
Total for 70210 Payroll - Service Fees						\$123.65	
Total for 70090 Payroll - Expenses						\$18,121.55	
70220 Uniforms							
Beginning Balance							
							295.96
Total for 70220 Uniforms							
70300 Supplies - Office							
Beginning Balance							
							4,923.86
09/04/2020	Expense		AMAZON	Administration	office supplies	94.30	5,018.16
09/05/2020	Expense		AMAZON	Administration	copy paper	45.80	5,063.96
09/06/2020	Expense		AMAZON	Administration	office supplies	59.96	5,123.92
09/15/2020	Expense		Fuelman Fleet Program Master Card	Administration	roll of forever stamps	55.00	5,178.92
09/17/2020	Expense		AMAZON	Administration	office cleaning supplies	18.99	5,197.91
09/18/2020	Expense		AMAZON	Administration	sneeze guard	26.99	5,224.90
09/18/2020	Expense		AMAZON	Administration	starter and alternator	125.84	5,350.74
09/18/2020	Expense		AMAZON	Administration	copy paper	52.78	5,403.52
09/20/2020	Expense		AMAZON	Administration	office supplies	33.71	5,437.23
09/20/2020	Expense		AMAZON	Administration	office supplies	132.38	5,569.61
09/21/2020	Expense		AMAZON	Administration	office supplies	30.56	5,600.17
09/22/2020	Expense		AMAZON	Administration	cleaning supplies	136.98	5,737.15
09/22/2020	Expense		AMAZON	Administration	office supplies	209.90	5,947.05
09/22/2020	Expense		AMAZON	Administration	office supplies	29.95	5,977.00
09/23/2020	Expense		AMAZON	Administration	hand sanitizer	39.88	6,016.88
09/23/2020	Expense		TEXAS FACILITIES COMMISSION	Administration	OFFICE SUPPLIES	17.00	6,033.88
09/25/2020	Expense		AMAZON	Administration	asurion 4 years	76.99	6,110.87
09/27/2020	Expense		AMAZON	Administration	goo gone adhesive spray	15.98	6,126.85
09/27/2020	Expense		AMAZON	Administration	office supplies	1,009.45	7,136.30
Total for 70300 Supplies - Office						\$2,212.44	
70301 Supplies - Janitorial							
Beginning Balance							
							515.66
Total for 70301 Supplies - Janitorial							
70302 Supplies - Maintenance							
Beginning Balance							
							561.03
Total for 70302 Supplies - Maintenance							
70400 Telephone & Internet							
Beginning Balance							
							2,881.61
09/15/2020	Expense	0000876	SPECTRUM BUSINESS	Administration	TIME WARNER CABLE	235.88	3,117.49
Total for 70400 Telephone & Internet						\$235.88	
70450 Travel - Mileage Reimbursements							
Beginning Balance							
							2,182.82
Total for 70450 Travel - Mileage Reimbursements							
70500 Utilities							
Beginning Balance							
							5,076.51
09/17/2020	Expense		COUNTY LINE SUD	Administration	water	36.83	5,113.34
09/17/2020	Expense		COUNTY LINE SUD	Administration	SERVICE FEE	1.50	5,114.84
09/21/2020	Expense		BLUEBONNET ELECTRIC	Public Works	LIGHTS	85.25	5,200.09

City of Umland

GENERAL LEDGER

September 2020

DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	AMOUNT	BALANCE
09/21/2020	Expense		BLUEBONNET ELECTRIC	Public Works	Street Light	160.87	5,360.96
09/21/2020	Expense		BLUEBONNET ELECTRIC	Administration	MONTHLY ELECTRIC BILL	209.23	5,570.19
Total for 70500 Utilities						\$493.68	
80090 Income - Other							
Beginning Balance							13.62
09/04/2020	Credit Card Credit		Fuelman Fleet Program Master Card	Administration	Rebate Reference # 01869465	10.03	23.65
09/22/2020	Expense		TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	Waste Management	Waste and recycle sales tax pymt - late fees	(101.84)	(78.19)
Total for 80090 Income - Other						\$ (91.81)	
80100 Grant Income							
Beginning Balance							215,251.04
Total for 80100 Grant Income							
80101 Grant Expense							
Beginning Balance							213,676.28
Total for 80101 Grant Expense							

City of Uhland

BUDGET VS ACTUAL - ADMINISTRATION

October 2019 - September 2020

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
40010 AD Valorem - Caldwell County	26,440.10	26,994.27	(554.17)	97.95 %
40011 AD Valorem - Hays County	70,984.98	62,477.37	8,507.61	113.62 %
40050 Sales Tax Revenue	288,451.22	240,000.00	48,451.22	120.19 %
40100 Building Permit Income	366,763.53	166,500.00	200,263.53	220.28 %
40101 OSSF Commercial		610.00	(610.00)	
40102 OSSF Residential	2,460.00	4,100.00	(1,640.00)	60.00 %
40103 Sign Permits	575.00	1,000.00	(425.00)	57.50 %
40104 Transportation Fee - CGE	250.00	2,500.00	(2,250.00)	10.00 %
40105 Transportation Fees - Millcreek	41,752.00	42,980.00	(1,228.00)	97.14 %
40106 Transportation Fee - KB Homes	114,204.00	61,400.00	52,804.00	186.00 %
40107 Future Roadway Funds	13,508.00		13,508.00	
40150 Subdivision Income	198,520.95	75,000.00	123,520.95	264.69 %
40155 Billable Expense Income	77,947.85		77,947.85	
40200 Solid Waste Services	164,182.87	176,400.00	(12,217.13)	93.07 %
40201 Franchise Fees	38,670.25	54,000.00	(15,329.75)	71.61 %
40202 Solid Waste Services - Restoration/Late Fee	1,665.00	3,000.00	(1,335.00)	55.50 %
40300 Community Center Rental	4,800.00	9,000.00	(4,200.00)	53.33 %
40320 Donations	650.00		650.00	
40350 Film Friendly Fee	500.00		500.00	
40355 Lottery Fee	17.56		17.56	
40500 Administration Fee Income	23,993.91		23,993.91	
40550 Merchant Processing Fee Income	4,074.37		4,074.37	
40900 Interest Income	709.95	829.00	(119.05)	85.64 %
Total Income	\$1,441,121.54	\$926,790.64	\$514,330.90	155.50 %
Cost of Goods Sold				
50050 Sales Tax Income - State Service Fees	5,770.50	2,454.90	3,315.60	235.06 %
50051 EDC Sales Tax Income Transfers	94,176.06	80,000.00	14,176.06	117.72 %
50155 Billable Expenses	76,207.51		76,207.51	
Total Cost of Goods Sold	\$176,154.07	\$82,454.90	\$93,699.17	213.64 %
GROSS PROFIT	\$1,264,967.47	\$844,335.74	\$420,631.73	149.82 %
Expenses				
60000 Capital Expenditures	64,021.80		64,021.80	
60050 Community Outreach	1,766.72	2,000.00	(233.28)	88.34 %
60051 Computer Expense & Repair	11,561.12	1,000.00	10,561.12	1,156.11 %
60053 Continuing Education/Training	1,347.50	3,500.00	(2,152.50)	38.50 %
60055 Contract Labor	80,371.69	83,250.00	(2,878.31)	96.54 %
60057 Dues Licenses & Subscriptions	1,171.90	4,844.00	(3,672.10)	24.19 %
60059 Employee Morale	600.74	300.00	300.74	200.25 %
60060 Fees - Accounting	16,000.00	7,500.00	8,500.00	213.33 %
60063 Fees - Bookkeeping	7,889.55	6,228.00	1,661.55	126.68 %
60065 Fees - Consulting	10,238.93	22,200.00	(11,961.07)	46.12 %

City of Uhland

BUDGET VS ACTUAL - ADMINISTRATION

October 2019 - September 2020

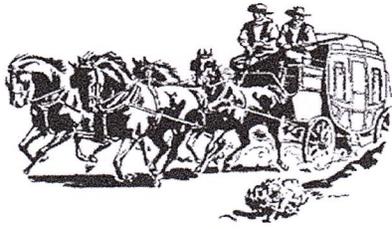
	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
60070 Fees - Janitorial		750.00	(750.00)	
60071 Fees - Legal	53,775.00	38,400.00	15,375.00	140.04 %
60072 Fees - Meetings	166.08	500.00	(333.92)	33.22 %
60075 Fees - Professional	4,725.84	25,000.00	(20,274.16)	18.90 %
60078 Fees - Property Tax Collection	645.50		645.50	
60079 Fees - Waste Collection	105,381.64	90,170.00	15,211.64	116.87 %
60081 Small Equipment & Tools < \$2,500	547.38		547.38	
60087 Fuel	4,379.89		4,379.89	
60090 INS - Liability	3,072.06	7,989.00	(4,916.94)	38.45 %
60091 INS - Employee Benefit Insurance	32,214.62	38,400.00	(6,185.38)	83.89 %
60092 INS - Workers Compensation	6,088.00		6,088.00	
70020 Bank Charges	562.26	359.64	202.62	156.34 %
70030 Merchant Service Fees	7,473.11	612.00	6,861.11	1,221.10 %
70055 Marketing & Promotion		10,000.00	(10,000.00)	
70056 Marketing - Website	2,593.25	7,600.00	(5,006.75)	34.12 %
70065 Postage	2,754.70	1,790.00	964.70	153.89 %
70070 Rent - Janitorial Equipment	1,701.50		1,701.50	
70075 R&M (Public Works, Roads, Buildings)	16,977.67	135,000.00	(118,022.33)	12.58 %
70090 Payroll - Expenses				
70091 Payroll - Salaries	0.00		0.00	
70092 Payroll - Salaries - City Administrator	84,875.11	82,831.81	2,043.30	102.47 %
70093 Payroll - Salaries - City Secretary	16,080.79	16,080.79	0.00	100.00 %
70094 Payroll - Salaries - City Clerk	18,986.83	15,318.57	3,668.26	123.95 %
70095 Payroll - Salaries - Public Works Lead	53,791.09	57,135.38	(3,344.29)	94.15 %
70096 Payroll - Salaries - Public Works	34,982.05	35,731.11	(749.06)	97.90 %
Total 70091 Payroll - Salaries	208,715.87	207,097.66	1,618.21	100.78 %
70200 Payroll - Taxes	15,966.74	15,842.97	123.77	100.78 %
70210 Payroll - Service Fees	1,419.89		1,419.89	
Total 70090 Payroll - Expenses	226,102.50	222,940.63	3,161.87	101.42 %
70220 Uniforms	295.96		295.96	
70300 Supplies - Office	7,136.30	18,000.00	(10,863.70)	39.65 %
70301 Supplies - Janitorial	515.66	750.00	(234.34)	68.75 %
70302 Supplies - Maintenance	561.03		561.03	
70400 Telephone & Internet	3,117.49	2,904.00	213.49	107.35 %
70450 Travel - Mileage Reimbursements	2,182.82	5,000.00	(2,817.18)	43.66 %
70451 Travel - Parking & Tolls		3,800.00	(3,800.00)	
70500 Utilities	5,570.19	7,264.00	(1,693.81)	76.68 %
80070 Hays County Road Fund		50,000.00	(50,000.00)	
Total Expenses	\$683,510.40	\$798,051.27	\$ (114,540.87)	85.65 %
NET OPERATING INCOME	\$581,457.07	\$46,284.47	\$535,172.60	1,256.27 %
Other Income				
80090 Income - Other	(78.19)		(78.19)	

City of Uhland

BUDGET VS ACTUAL - ADMINISTRATION

October 2019 - September 2020

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
80100 Grant Income	215,251.04		215,251.04	
Total Other Income	\$215,172.85	\$0.00	\$215,172.85	0.00%
Other Expenses				
80060 Rainy Day Fund		43,784.47	(43,784.47)	
80101 Grant Expense	213,676.28	2,500.00	211,176.28	8,547.05 %
Total Other Expenses	\$213,676.28	\$46,284.47	\$167,391.81	461.66 %
NET OTHER INCOME	\$1,496.57	\$ (46,284.47)	\$47,781.04	(3.23 %)
NET INCOME	\$582,953.64	\$0.00	\$582,953.64	0.00%



Uhland
Economic Development Corp.

BOARD MEMBER APPLICATION

Date 10/07/2020

Name: Gregory Walt

Street Address: 153 Ella Marie Circle

City: Uhland State: TX Zip Code 78640

Do you live in the City Limits of Uhland? YES NO UNKNOWN

In which county do you reside? Hays Caldwell

How long have you lived in the Uhland area? 1 yr

Telephone Number: 909-217-9870

Email: BULLEVIT@GMAIL.COM

What is your preferred method of contact? Telephone

1. Do you currently serve on a City board, commission or hold City office? YES NO
If yes, which position(s)?

2. Briefly describe why you are interested in serving on the Uhland Economic Development Corporation.
Interested in being a contributing member to the development of the hometown in which my wife and children have decided to make our home.

3. Briefly describe any special knowledge or experience you bring to the Uhland Economic Development Corporation.
Fresh perspective from the viewpoint of a new Uhland resident. Several years of being responsible for P&H and financial health of million-dollar logistics accounts.

4. Briefly describe your professional, educational and work background.
Associates degree in business management with a GPA of 3.7. 21 years of logistics and transportation experience which has made me knowledgeable on many different types of industry and business. Currently a senior safety analyst for a 3PL assigned to a major technology manufacturer in Austin.

5. Have you been convicted of a felony or crime of moral turpitude in the last 10 years?
YES _____ NO

6. Do you have any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to impartially serve if you should be appointed to this board? YES _____ NO If yes, please detail the conflict.

7. Are you willing to adhere to applicable laws and complete required training? YES NO _____

8. The Umland EDC Board will meet at least once per month on a regular schedule. Are you available to attend at least one meeting per month? YES NO _____

Please read before submitting your application:

Board members serve at the discretion and appointment of the City Council and are responsible for economic development and recommending to the City Council future developments and related projects for the City of Umland, Texas. As such, the board is required to abide by applicable Federal and State Laws in conducting the business of the Board. In particular, those laws include, but are not limited to, the Texas Government Code, the Texas Local Government Code, the Texas Open Meetings Act and the Texas Public Information Act.

The information you provide may be subject to release under the Public Information Act and the City is required to comply with all Federal, State and Local laws pertaining to release of information. Persons with disabilities, who require special accommodations during the board's application or interview process, please contact City Hall at 512.398.7399.

By submitting your application, you acknowledge, understand and agree that board members for the Umland Economic Development Corporation are expected to promote the best interests of the City of Umland.

In doing so, members will be accountable to the public by representing the City's policies, programs, priorities and progress accurately. Board members will be fair and just in their decisions and actions and be respectful of others. The conflict of interest laws that apply to the City Council members shall also apply to EDC Board members. These laws are found in TEX. LOC GOV'T CODE 171.001-.010. Violations of this policy may be investigated, and appropriate action will be taken in the event that a violation is confirmed.

I have read and understand the above information/requirements.

Signature  _____ Date 10-07-20



Terms of Office for Uhland Economic Development Corporation Board Members 2020-2021

<u>Board Member Position</u>	<u>Expiration Date</u>	<u>Current Member</u>
1. Secretary	Oct. 28, 2022	Barbara Ilse
2. Treasurer	Oct. 28, 2022	Kelly Anderson
3. Director	Oct. 28, 2022	Gregory Walt
4. President	Oct. 28, 2021	Marian Loep
5. Director	Oct. 28, 2021	Karen Gallaher
6. Vice President	Oct. 28, 2021	Erica Heideman
7. Director	Oct. 28, 2021	Allison Garcia

Approved by City Council October 7, 2020

Amended by EDC October 27, 2020; includes FY21 EDC officers



CITY OF UHLAND PLANNING AND ZONING COMMISSION
FINAL REPORT

DATE: October 21, 2020

SUBJECT: Zoning Change - Harvest Creek

SUBJECT PROPERTY: PLANNED DEVELOPMENT DISTRICT (PDD) - TITLE SURVEY OF 34.083 ACRES OF LAND, SITUATED IN THE ALBERT PACE SURVEY NUMBER 55, ABSTRACT NUMBER 367, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 48.725 ACRE TRACT OF LAND CONVEYED TO DIANE GARONZIK IN VOLUME 2583, PAGE 504, OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS (COMPLETE DESCRIPTIONS ARE AVAILABLE AT CITY HALL).

PUBLIC HEARINGS:

Planning and Zoning Commission – October 21, 2020
City Council – November 4, 2020

CURRENT ZONING: Agricultural

PROPOSED ZONING: Planned Development District (Residential)

BACKGROUND: The Planning and Zoning Commission originally reviewed the Harvest Creek Planned Development District paperwork at its July 15, 2020 meeting. The Harvest Creek Zoning Change was considered by the Commission at the September 16, 2020 Planning and Zoning Commission Meeting and the Public Hearing was held October 21, 2020.

RECOMMENDATION: The Planning and Zoning Commission recommends:

- Council approve the Zoning Change.
 Council approve the Zoning Change with the following conditions:

 Council deny the Zoning Change.



Joanne Jarrett, Chair
Planning and Zoning Commission

Date: 10/29/2020



APPLICATION & CHECKLIST – ZONING CHANGE

Diane Garonzik

(Name of Owner)

(Submittal Date)

INSTRUCTIONS:

- Fill out the following application and checklist completely prior to submission.
- Place a check mark on each line when you have complied with that item.
- Use the most current application from the City's website at www.city@uhlandtx.us or at City Hall. City ordinances can be obtained from the City of Umland.

Requested item for submittal package:

- 1. Completed application form with owner's original signature
- 2. Letter explaining the reason for the request
- 3. Application fee: See Fee Schedule Sec. 5. Zoning
- 4. A map or plat showing the area being proposed for rezoning
- 5. A clear and legible copy of field noted (metes and bounds) describing the tract
- 6. Certified Tax certificates: County ___ School ___ City ___
- 7. Copy of Deed showing current ownership

**a submittal meeting is required. Please contact Karen Gallaher at 512-398-7399 to schedule an appointment.

1. Zoning Request

Current Zoning Classification: Ag

Proposed Zoning Classification: PDD

Proposed use of the Property: Residential

Acreage/sq. ft. of Zoning 34 acres

City of Umland
512-398-7399

AUG 27 2020

15 N Old Spanish Trail
Umland, TX 78640

2. Address and Legal Description:

Provide certifies field notes describing the property being proposed for rezoning.
Provide complete information on the location of the property being proposed for rezoning.

Street Address: _____
Subdivision Name/lot & block Numbers _____

Property Recording information: **See attached survey and field notes**

____ Hays County ____ Caldwell County
Volume ____ Page ____ Cabinet ____ Slide No. ____
Inst: # _____

3. Ownership Information

Name of Property Owner(s): Diane Garonzik
(If Property Ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.)

Officers Name / Title: _____
Name Title

Owners Address: 9480 Dartridge Dr, Dallas TX

Phone Number: 214-497-5954

Fax Number: _____

Email Address: Dianegaronzik@yahoo.com

I hereby request that my property, as described above, be considered for rezoning:

Signed: Diane Garonzik Date: 8-21-20

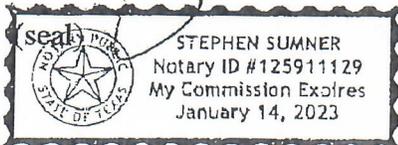
Certified Public Notary:

State of Texas §

County of Dallas §

This document was acknowledged before me on the 21 day of August, 2020 by Diane Garonzik (owner)s.

[Signature]
Notary Public, State of Texas



4. Agent Information:

Agent's Name: Scott Miller
Agent's Address: 3951 Hwy 71 Bldg A Bastrop, TX. 78602
Agent's Phone Number: _____
Agent's Fax Number: _____
Agent's Mobile Number: 949-680-5494
Agent's Email Address: Smiller@ranchroaddevelopent.com

I hereby authorize the person named above to act as my agent in processing this application before the Planning and Zoning Commission and City Council of the City of Umland.

Owner' Signature: *Diane Garonzik*
Date: 8-21-20

**Do Not Write Below This Line
Staff Will Complete**

Tax Certificates: ___ County ___ School ___ City

Certified List of Property Owners Within 200'

All Fees Paid: ___ Filing/Application ___ Mail Out Costs

Attached Map of Subject Property ___

Accepted for Processing By: _____ Date: _____

Date of Public Notification in Newspaper: _____

Date of Public Hearing Before Planning and Zoning Commission: _____

Date of Public Hearing Before City Council: _____



November 3, 2020

Charles Brigance, P.E., Project Manager
Carlson, Brigance & Doering, Inc.
5501 William Cannon Drive
Austin, Texas 78749

**RE: HARVEST CREEK SUBDIVISION: PRELIMINARY PLAT
CITY OF UHLAND**

SUBJECT: RECOMMENDATION FOR APPROVAL

Dear Mr. Brigance:

Cuatro Consultants, Ltd., has reviewed the referenced Project for compliance with City of Umland requirements and recommends approval of this Preliminary Plat.

Pending City Council approval, you may proceed with the Construction Drawings and Final Plat submission.

Please advise if you have any questions concerning this matter.

Sincerely,

Hugo Elizondo, Jr., P.E.
Manager



November 3, 2020

Karen Gallaher, City Administrator
City of Umland
15 North Old Spanish Trail
Umland, Texas 78640

**RE: MILLCREEK PHASE 3: FINAL PLAT
CITY OF UMLAND**

SUBJECT: RECOMMENDATION FOR DISAPPROVAL

Dear Ms. Gallaher:

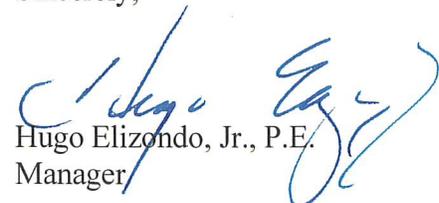
Cuatro Consultants, Ltd., reviewed the subject Project for compliance and recommends disapproval by the City Council for the reasons that follow:

- Construction Drawings are not compliant with adopted Property Subdivision and Land Development Code, Ordinance 245.
 - Technical review comments have not been cleared.

The Applicant may submit a written response to the respective Authority remedying each reason for disapproval. Responses shall be submitted on the Uniform Application date. If the Applicant submits a written response, the respective authority shall then approve or disapprove the previously disapproved plan application within fifteen (15) days of receipt of the applicant's written response.

Please advise if you have any questions concerning this matter.

Sincerely,


Hugo Elizondo, Jr., P.E.
Manager

**EL CAMINO RANCH
RV RESORT**

PLANNED DEVELOPMENT DISTRICT

Approved February 5, 2020

First Amendment _____, 2020

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE EL CAMINO RANCH RV RESORT PLANNED DEVELOPMENT (“PD”) DISTRICT; CHANGING LAND USES AND ADDING ADDITIONAL DEVELOPMENT STANDARDS FOR THE MIXED USE PROJECT FEATURING A RECREATIONAL VEHICLE RESORT AND COMMERCIAL/RETAIL SERVICES; AND PROVIDING FOR: RULES, STANDARDS, PROCEDURES, AND SEVERABILITY.

WHEREAS, CRMTX18, LLC, (“Owner”) owns a total of 19.541 acres of land, more or less, located in Hays County, Texas, and more particularly described by the metes and bounds description and the survey which are collectively attached as Exhibit “A” to Attachment “1” (the “Property”). The Property is located wholly within the City of Umland’s corporate limits; and

WHEREAS, Ordinance No. _____ was approved and adopted on February 5, 2020 creating the El Camino Planned Development District based upon the Planned Development Agreement attached thereto as Attachment “1”.

WHEREAS, a Planned Development (“PD”) district accommodates large or complex developments under unified control planned as a single continuous project providing greater design flexibility in return for desirable features not normally required in conventional zoning districts to create a superior development to that which would occur using conventional zoning regulations; and

WHEREAS, Owner has submitted an application to the City to amend the existing Planned Development District supported by the First Amendment To The El Camino Ranch RV Resort Planned Development Agreement attached hereto as Attachment “1”; and

WHEREAS, the First Amendment To The El Camino Ranch RV Resort Planned Development Agreement proposes changes to the land uses to include approximately 16.541 acres of the Property to be developed as a recreational vehicle resort and approximately 3 acres of the Property as commercial and retail services, and adds additional development standards for the Project to accommodate the change in uses; and

WHEREAS, the City of Umland seeks to protect the health, safety, and welfare of those living in, working in, and visiting the City; and

WHEREAS, the City held discussions and invited public comment on the proposed amendment to the El Camino PD district zoning in a public hearing held on the _____ day of _____, 20____ at _____ o’clock ____M.; and

WHEREAS, pursuant to Chapter 51 of the Texas Local Government Code, the City has general authority to adopt this Ordinance; and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City has broad zoning authority; and

WHEREAS, the City finds that the land use and development standards provided in the proposed amendment to the El Camino Ranch RV Resort PD district are consistent to promote the public health, safety, and general welfare of those living in, working in, and visiting the City.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Umland:

ARTICLE I. FINDINGS OF FACT

The foregoing Recitals are hereby adopted as findings of facts and are incorporated fully herein.

ARTICLE II. SHORT TITLE

This Ordinance shall be commonly cited as the “ First Amendment to the El Camino Ranch RV Resort PD”.

ARTICLE III. ENACTMENT

- A. Zoning Map.** The official zoning map of the City of Umland is hereby amended to reflect the changes established in the amended PD Master Plan attached as Exhibit “A” to Attachment “1”.
- B. Development Plan.** This Ordinance, together with Attachment “1” and the exhibits thereto constitutes the first amendment to the land use standards and development plan for the El Camino Ranch RV Resort PD District upon the Property, as reflected in Attachment “1”, covered by this Ordinance. All land use and development of the El Camino Ranch RV Resort PD on the Property must conform to the limitations and conditions set forth in Ordinance _____, this Ordinance, and all attachments and exhibits hereto and thereto (“Development Plan”). Enactment of this Ordinance shall constitute the City’s approval of all amendments contained in the First Amendment To The El Camino Ranch RV Resort Planned Development Agreement.
- C. Planned Development (PD) Master Plan.** The amended PD Master Plan detailed in Exhibit “A” of Attachment “1” to this Ordinance, is hereby approved.
- D. Applicable Regulations.** Except as specifically provided by the Development Plan, the El Camino Ranch RV Resort PD Project is subject to all provisions of the City’s Ordinances. To the extent any provisions of the Development Plan conflicts with any provisions of City Ordinances or any related regulations, the provisions of the Development Plan shall control.
- E. Variances.** The approval of this Ordinance, Attachment “1” and Exhibits A-D constitutes the approval of the amended development standards and shall be deemed to be the functional equivalent of the approval of variances, exceptions, and alternative standards from conflicting provisions of City Ordinances. When considering a request for variances, exceptions, or alternative standards for the El Camino Ranch RV Resort PD Project that were not addressed

by the development standards contained in the Development Plan, the City shall consider the Development Plan, and the City's, then existing, Ordinances collectively.

F. Resolution of Conflicts. The documents governing the PD should be read in harmony to the fullest extent possible. If a conflict arises between the charts included in the exhibits and the illustrations contained in the exhibits, the charts shall control. If a conflict arises between the terms of this Ordinance and the exhibits, the terms of this Ordinance shall control.

G. Attachments and Exhibits. The following Attachment and Exhibits thereto attached are incorporated into this Ordinance in their entirety, as though set forth fully in the text of this Ordinance:

- Attachment "1" – First Amendment To The El Camino Ranch RV Resort Planned Development Agreement
- Exhibit "A" Amended PD Master Plan
- Exhibit "B" Amended PD Greenspace/Open Space Plan
- Exhibit "C" Amended PD Phasing Plan

ARTICLE IV. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

ARTICLE V. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

ARTICLE VI. PROPERTY RECORDS

The City Secretary is hereby directed to record a Notice of this Ordinance in the real property records of the County (so as to bind the City, the Owner and all future owners of the Property, and to provide regulatory certainty during the Term of this Ordinance).

ARTICLE VII. PUBLICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Ordinances as authorized by Chapter 52 of the Texas Local Government Code.

ARTICLE VIII. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

ARTICLE IX. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage by the City Council and publication as required by law.

[Signature Page Follows]

PASSED AND APPROVED this, the _____ day of _____ 2020.

CITY OF UHLAND, TEXAS:

Vicki Hunter, Mayor

Attest:

Traci McGinley, City Secretary

**FIRST AMENDMENT TO THE
EL CAMINO RANCH RV RESORT
PLANNED DEVELOPMENT AGREEMENT**

WHEREAS, the **City of Umland, Texas**, a Texas general law city ("City"), and **CRMTX18, LLC**, a Texas limited liability company ("Owner"), heretofore executed that certain Development Agreement for El Camino Ranch RV Resort PD (the "Development Agreement"), concerning approximately 19.541 acres of land in Hays County, Texas, as more particularly described by the Development Agreement (the "Property"), which Development Agreement was recorded at Instrument No. _____ - _____ of the Official Public Records of Hays County, Texas; and

WHEREAS, City and Owner have agreed to amend the Development Agreement in certain respects and did so by the adoption of this First Amendment to the El Camino Ranch RV Resort Planned Development Agreement (this "First Amendment") which will be recorded in the Official Public Records of Hays County, Texas; and

KNOW ALL PERSONS BY THESE PRESENTS that the Development Agreement is hereby amended by the adoption of this First Amendment as follows:

1. Section 3.2 of the Development Agreement is replaced by the following:

3.2 Permitted Uses.

The project may be developed to contain a recreational vehicle resort on approximately 16.541 acres of the Property and commercial/retail uses, including convenience store with fuel sales, on approximately 3 acres of the Property. Specifically, there shall be no more than 340 recreational vehicle sites located within the Property.

2. Section 3.4 of the Development Agreement is replaced by the following:

3.4 Maximum Densities.

a. Recreational Vehicle Resort. The Project shall not exceed the maximum gross density of 20.4951 sites per acre and only one cottage and or recreational vehicle per site.

b. Commercial Uses. The Project shall not exceed the following maximum gross densities

(maximum site-size per use not including parking):

- 1) Fast-Food: 16,000 square feet
- 2) Restaurant: 60,000 square feet
- 3) Grocery Store: 100,000 square feet
- 4) Hotel: 200 rooms
- 5) Movie Theater: 45,000 square feet
- 6) Office: 60,000 square feet
- 7) Gym or Health Club: 12,000 square feet
- 8) Farmers Market

- 9) Fruit/Vegetable/Produce Stand
- 10) Food Truck Court
- 11) Beer Garden
- 12) Live Music and/or Event Venue
- 13) Convenience Store with Fuel Sales: 10,000 square feet *

* Refer to Section 6.4 for additional standards

3. The following Section 6.4 is added to the Development Plan:

6.4 Standards Applicable to Convenience Stores

Notwithstanding any other provisions contained herein, the following additional standards shall apply to any Convenience Store use on the Commercial parcel:

- a. All customer facing exterior wall surfaces, excluding windows and doors, shall be constructed of ninety-five percent (95%) brick or natural stone and mortar as approved by the City.
- b. All lighting from the building and gas canopy shall be designed and located so as to prevent glare or direct illumination across the bounding property line from a visible source of illumination nor may any such light be of such intensity as to create a nuisance or detract from the use and enjoyment of adjacent property. The use of full cut-off down lighting or other dark sky techniques to minimize light pollution shall be required.
- c. A minimum 15 foot landscape buffer containing 1 shade tree and 10 shrubs (5 gallon minimum) every 40 feet of linear frontage shall be required along the frontage of Highway 21 and Gristmill Road.
- d. All driveway access points to Highway 21 shall be subject to review and approval of TxDOT
- e. The number of and the construction of driveway access points to Gristmill Road shall be subject to review and approval of the City.
- f. All driveways shall be constructed of concrete and provide for an apron attachment to extend along the right-of-way past the driveway for ingress and egress.
- g. All vehicular parking and circulation must be contained on-site within the commercial lot. Parking along Gristmill Road and Highway 21 shall be expressly prohibited.
- h. Owner shall provide for the utility connection and parking space of at least two level 2 electric vehicle charging stations or at least one DC fast charging station as defined by the US Department of Energy.
- ~~i. Owner shall complete a Traffic Impact Analysis ('TIA') specifically for the convenience store to be reviewed and approved by the city's engineer and shall include the Grist Mill Road and State Highway 21 intersection. Any improvements recommended by the TIA shall be completed in lieu of additional roadway impact~~

~~fees for the convenience store. If no improvements are recommended, the Owner shall pay \$420,000 to the City as additional roadway impact fees for the convenience store.~~

~~If Road Improvements are recommended, there shall be no issuance of any permits, certificates of completion or certificates of occupancy for the convenience store until the Road Improvements are substantially complete, as determined by the City Engineer; except, in the event the Owner posts a bond or other fiscal surety acceptable to the City, in an amount determined adequate by the City Engineer, for the Road Improvements.~~

~~Section 7 of the Development Agreement is deleted in its entirety.~~

45. The PD Master Plan attached as **Exhibit “B”** to the Development Agreement is replaced by **Exhibit “A”** to this First Amendment, which shall govern to the extent of any conflict.

556. The PD Greenspace/Open Space Plan attached as **Exhibit “C”** to the Development Agreement is replaced by **Exhibit “B”** to this First Amendment, which shall govern to the extent of any conflict.

667. The PD Phasing Plan attached as **Exhibit “D”** to the Development Agreement is replaced by **Exhibit “C”** to this First Amendment, which shall govern to the extent of any conflict.

778. Except as amended by this First Amendment, all terms and provisions of the Development Agreement shall remain in full force and effect. In the case of any conflict, the Development Agreement shall prevail.

889. All capitalized terms used in this Second Amendment shall have the same meanings as given to them in the Development Agreement, unless otherwise expressly provided in this First Amendment.

9910. The “Effective Date” of this First Amendment shall be the date upon which the City has adopted the subsequent Ordinance amending the El Camino Ranch RV Resort Planned Development District based upon this First Amendment after the Owner has signed this First Amendment.

(signature pages follow)

EXECUTED to be effective as of the “Effective Date”.

CITY:

CITY OF UHLAND, TEXAS,
a Texas general law city

By: _____
Name: _____
Title: Mayor

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____
by _____, the duly authorized Mayor of the City of
Uhland, Texas, a Texas general law city, on behalf of said city.

Notary Public, State of Texas

EXECUTED to be effective as of the “Effective Date”.

OWNER:

CRMTX18, LLC,
a Texas limited liability company

By: _____
Name:
Title: Manager

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____
by _____, the Manager of CRMTX18, LLC, a Texas limited liability
company.

Notary Public, State of Texas

ORDINANCE NO. _____

AN ORDINANCE FOR VOLUNTARY ANNEXATION OF LAND ADJACENT AND CONTIGUOUS TO THE CITY OF UHLAND, TEXAS, BEING ALL OF THAT CERTAIN 24.90 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE LEWIS L. JOSEPH SURVEY, ABSTRACT NO. 164, CALDWELL COUNTY, TEXAS, BEING OUT OF THAT CERTAIN 24.90 ACRE TRACT OF LAND CONVEYED TO MICHAEL L. BRANDON BY WARRANTY DEED RECORDED IN VOLUME 261, PAGE 902, OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS IN "EXHIBIT A"

WHEREAS, a petition has been presented to the Board of Aldermen of the City of Umland, Texas, asking for voluntary annexation of a tract of land adjacent and contiguous to the City Limits of the City of Umland, Texas; and

WHEREAS, no voters, and no person reside on said land. All persons within 200 feet of said property were notified by letter; and

WHEREAS, two public hearing were held at 6:00 p.m. on August 19, 2020 and September 2, 2020; and

WHEREAS, the petition was signed by all persons owning an interest in said land;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF UHLAND, TEXAS:

Section 1. That the tracts of land described in said petition which is attached as "Exhibit A", and which is hereby incorporated by reference, shall be and it is hereby, voluntary annexed to the City of Umland, Texas, for all purposes.

Section 2. That the City Council finds that all prerequisites have been satisfied, and that no legal impediment exists to prevent said voluntary annexation.

Section 3. That the legal description of all voluntary annexed property shall be filed with this Ordinance, as a part hereof, and that the map of the City limits shall be amended to show the property voluntary annexed as a part of the City.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2020, by a vote of ___ ayes, ___ nays and ___ abstentions of the City Council of Umland, Texas.

Vicki Hunter, Mayor

ATTEST:

Traci R. McGinley, City Secretary

Exhibit "A"

**APPLICATION & CHECKLIST - VOLUNTARY
ANNEXATION APPLICATION**

15 North Old Spanish Trail • Umland, Texas 78640 • (512) 398-7399 • Email city@uhlandtx.us

Project Name/Address: ROCKY ROAD RANGH SUBDIVISION/2553 ROCKY ROAD, KYLE, TX 78640

The following items are required to be submitted to the Planning Department in order for the application to be accepted for review.

1. Letter requesting annexation, signed and dated by all property owners and detailing the following information:
 - a. The name of the property owner(s)
 - b. The street address of the property
 - c. Tax appraisal district property ID number(s)
 - d. Acknowledgement that the property is contiguous to the current city limits.
 - e. Identify the number of residents living on the property.
 - f. Current use of the property.
 - g. Proposed use of the property
2. Map of the subject property
3. A legal description of the property (including a survey, field notes or legal description – subdivision, lot, and block) - label as Exhibit A.
4. Ownership Documents. Clean copy of recorded warranty deed or other document(s) conveying ownership of all the property to be annexed. If the property owned by a partnership, corporation, trust, or other entity, documents demonstrating signatory's authority to sign Petition on behalf of entity must be included.
5. Application Fee: See Ordinance #168 for fees.
Property Information

Owner: Patrick J. Tighe

Address: 6900 Vail Ridge, Austin, TX 78744

Phone: 512-709-8754 Email: pat@patricktighelaw.com

Acreage: 24.90 Property: 2553 Rocky Road, Kyle, TX 78640

Legal Description: 24.901 acre tract out of the Lewis L. Joseph Survey, Abstract No. 164, Caldwell County, Texas

Number of Lots: 22 Proposed use: See PDD

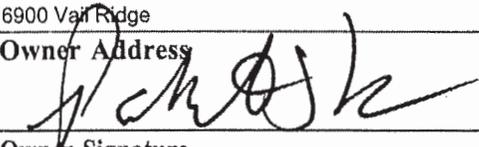
Agent: Hugo Eilzondo, Jr., P.E./Cuatro Consultants, Ltd.

The signature of owner authorizes City of Umland staff to visit and inspect the property for which this application is being submitted. The signature also indicates that the applicant or his agent has reviewed the requirements of this checklist and all items on this checklist have been addressed and complied with. Note: The agent is the official contact person for this project the single point of contact. All correspondence and communication will be conducted with the agent. If no agent is listed, the owner will be considered the agent.

(Check one)

I will represent my application before city staff and the City Council.

I hereby authorize the person named below to act as my agent in processing this application before the City Staff.

Patrick Joseph Tighe	512-709-8754
Owner Name (printed)	Phone
6900 Vail Ridge	Austin TX 78744
Owner Address	City State Zip
	5.28.20 pat@patricktighelaw.com
Owner Signature	Date Email Address

General Process

- Owner meets with Staff for pre-petition meeting and submittal meeting.
- City Attorney will review request for compliance with Local Government Code.

- Staff reviews the request and prepares public hearing calendar and analysis for City Council
- City Council Public Hearing

REQUEST FOR ANNEXATION OF SPARSELY POPULATED AREAS BY THE OWNER(S) OF AREA

TO THE HONORABLE MAYOR
AND CITY COUNCIL OF THE
CITY OF UHLAND, TEXAS:

The undersigned owners of the hereinafter described tract of land, pursuant to Texas Local Government Code Section 43.028, hereby petition the City of Uhlend to extend the present City Limits so as to include as a part of the City that certain tract of land described in Exhibit "A" attached hereto and made a part hereof.

The undersigned owners hereby certify that:

- (1) The tract of land described in Exhibit "A" is located contiguous and adjacent to the existing corporate limits of the City of Uhlend, Texas; and
- (2) The tract of land described in Exhibit "A" is one-half (1/2) mile or less in width; and
- (3) The tract of land described in Exhibit "A" is vacant and without residents, or on which less than three (3) qualified voters reside; and
- (4) This petition is signed and duly acknowledged by each and every individual or corporation having a proprietary interest in said land.

Patrick Joseph Tighe

5.28.20

NAME (PRINT)

DATE

SIGNATURE:



(ACKNOWLEDGEMENT)

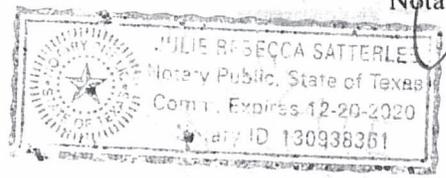
STATE
OF
TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on the 28 day of May, 2020

By Patrick Tighe


Notary Public, State Texas



List all qualified voting age persons living on each tract of land. Per State law, in order for an area to be eligible for annexation by petition of the land owners, the area must be vacant or inhabited by fewer than three (3) qualified voters

TRACK #	NAME:	MAILING ADDRESS:
N/A	Patrick J. Tighe	6900 Vail Ridge, Austin, TX 78744

May 29, 2020

Karen Gallaher, City Administrator
City of Umland
15 North Old Spanish Trail
Umland, Texas 78640

**RE: ROCKY ROAD RANCH SUBDIVISION – 2553 ROCKY ROAD
 CITY OF UHLAND
 CALDWELL COUNTY, TEXAS
 CCL 20-221**

Subject: Annexation Letter of Intent

Dear Ms. Gallaher:

I, Patrick Joseph Tighe, Landowner, hereby submit this Letter of Intent to be voluntarily annexed by the City of Umland. Please find the following information, per the Application and Checklist – Voluntary Annexation Application requirements:

Name of Property Owner:	Patrick Joseph Tighe
Street Address of Property Owner:	6900 Vail Ridge, Austin, Texas 78744
Street Address of Property:	2553 Rocky Road, Kyle, Texas 78640
Tax Appraisal District Property ID:	Caldwell County Property ID No. 28927
Acknowledgement that property is contiguous to the current city limits:	We acknowledge the subject 24.90 acre tract that is currently vacant and is contiguous to the current City Limits.
Identify the number of residents living on the property:	No residents are on the property at this time.
Current use of the property:	Current property use is agriculture.
Proposed use of the property:	Proposed use, see PDD.

The applicant reserves the right to pull this annexation application from consideration at any time during the proceedings. With this signed petition for voluntary annexation, the landowner understands that construction of any capital improvements necessary for development on the property will not be the responsibility of the City of Uhland if approved for annexation.

Please advise if you have questions on this matter.

Sincerely,

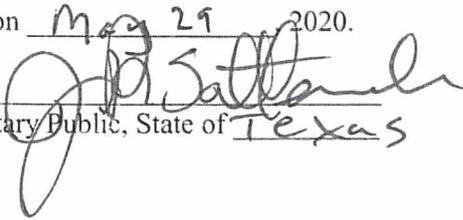
Patrick Joseph Tighe



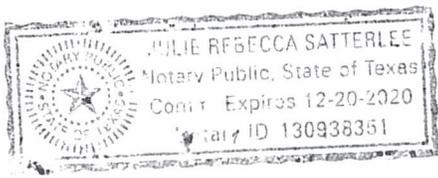
STATE OF TEXAS §
 §
COUNTY OF Travis §

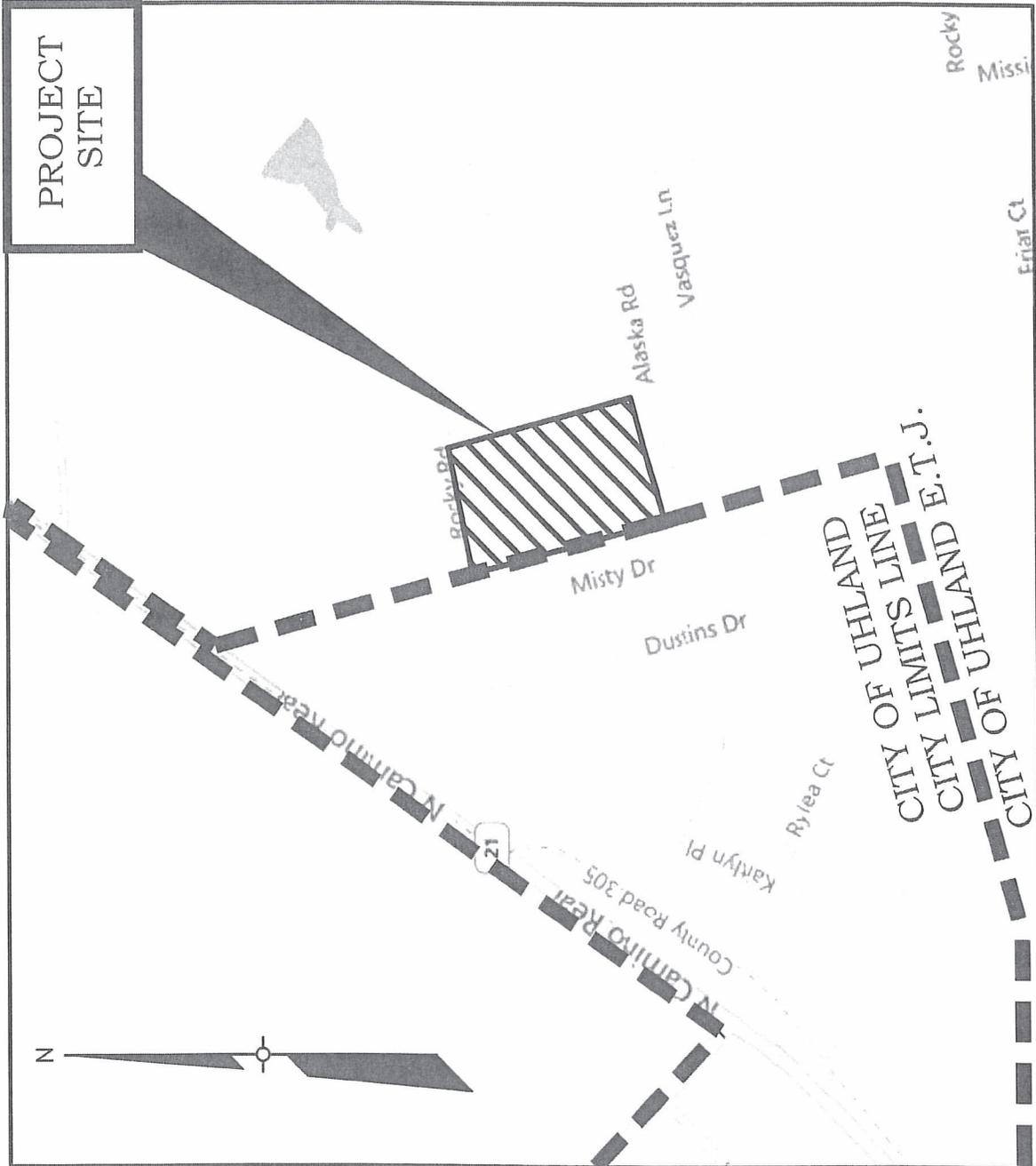
Before me, Patrick Tighe Notary Public, on this day personally appeared Patrick Joseph Tighe, Owner, known to me through valid identification to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on May 29 2020.



Notary Public, State of Texas



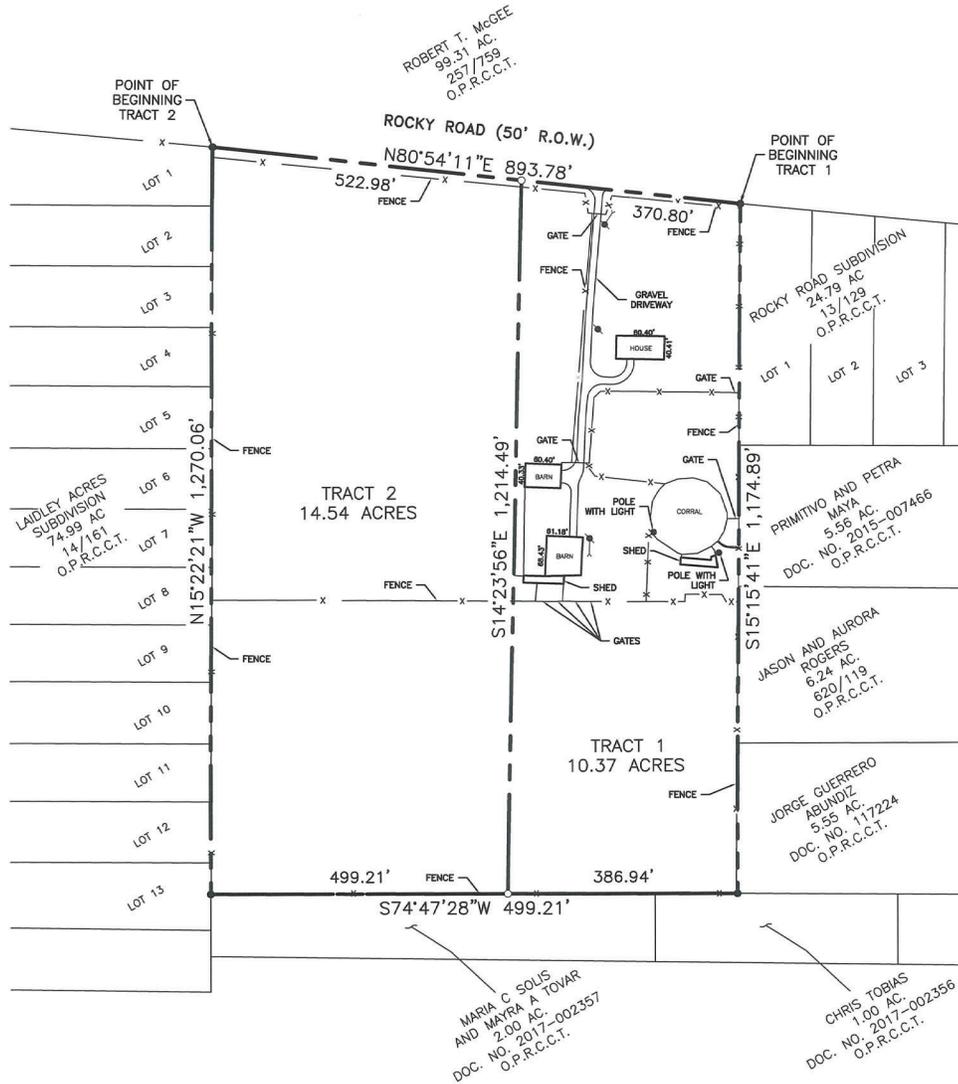
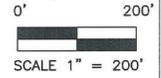


LOCATION MAP

ANNEXATION EXHIBIT

LEGEND

- IRON ROD FOUND
- IRON ROD SET
- BOUNDARY LINE
- - - EXISTING R.O.W. LINE
- - - EXISTING LOT LINE
- - - OHE
- - - EXISTING OVERHEAD ELECTRIC
- - - EASEMENT
- ⊕ FIRE HYDRANT
- ⊙ POWER POLE
- Ⓜ WATER METER
- CHAIN LINK FENCE
- WOOD PRIVACY FENCE
- IRON ROD FENCE
- BARBED WIRE FENCE



LEGAL DESCRIPTION

TRACT 1: BEING A 10.37 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE LEWIS L. JOSEPH SURVEY, ABSTRACT NO. 164, CALDWELL COUNTY, TEXAS, BEING OUT OF THAT CERTAIN TRACT OF LAND CONVEYED TO MICHAEL L. BRANDON DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 261, PAGE 902, OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS.

TRACT 2: BEING A 14.54 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE LEWIS L. JOSEPH SURVEY, ABSTRACT NO. 164, CALDWELL COUNTY, TEXAS, BEING OUT OF THAT CERTAIN TRACT OF LAND CONVEYED TO MICHAEL L. BRANDON DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 261, PAGE 902, OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS.

FLOOD INFORMATION: THIS SITE LIES WITHIN ZONE "X" FLOODPLAIN AREA. NO PORTION OF THIS PROPERTY LIES WITHIN A 100-YEAR FLOODPLAIN BOUNDARY ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP FOR CALDWELL COUNTY, TEXAS.

4 CUATRO
Consultants, LTD.

Registration No. F-3324
3601 Kyle Crossing, Suite A Phone: (512) 312-5040 Fax: (512) 312-5399
Kyle, Texas 78640 e-mail: cuatro@cuatroconsultants.com

2020-001800 WD Fee: 42.00
04/13/2020 11:14:17 AM Total Pages: 6
Teresa Rodriguez, County Clerk - Caldwell County, TX

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed with Vendor's Lien

LO Company NMLS ID 403250
LO NMLS ID 475387
Loan # 710183

AFTER RECORDING RETURN TO:

Patrick Joseph Tighe
6900 VAIL RIDGE
Austin, TX 78744

Date: Executed on the date set forth in the acknowledgement herein, but to be effective the **Eighth** day of **April**, 2020.

Grantor: **Michael L. Brandon Vicki L. Brandon, n/k/a Vicki Lynn Anderson**

Grantor's Mailing Address: PO BOX 754
Round Rock, TX 78680

Grantee: **Patrick Joseph Tighe**

Grantee's Mailing Address: **6900 VAIL RIDGE**
Austin, TX 78744

Consideration:

Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by Grantee and a note of even date in the principal amount of Six Hundred Thousand and 00/100 Dollars – (\$600,000.00) made by Grantee payable to the order of The First National Bank of Bastrop , “Lender” herein, as consideration for the amount paid to Grantor. The note is secured by a vendor's lien retained in favor of Lender in this deed and by a deed of trust of even date from Grantee to Michael H. Patterson , Trustee.

General Warranty Deed with Vendor's Lien

1

Recorded By: T-126236/SD
Texas National Title

©PeirsonPatterson, LLP. 2020
201007080457 [Doc Id 3479 M07092019]

Property (including any improvements):

Being 24.901 acres of land, more or less, out of the LEWIS L. JOSEPH SURVEY, ABSTRACT NO. 164, Caldwell County, Texas, being the same tract of land conveyed to Michael L. Brandon and described in Warranty Deed recorded in Volume 261, Page 902, Official Public Records, Caldwell County, Texas, being more particularly described by metes and bounds in EXHIBIT "A" attached hereto and made a part hereof for all purposes.

The above described property also includes any and all of Grantor's right, title, and/or interest in any and all system memberships and/or ownership certificates in any non-municipal water and/or sewer systems now or in the future serving said property.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is given and accepted subject to any and all restrictions, reservations, covenants, conditions, rights of way, easements, municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the herein described property.

Grantee herein assumes the taxes for the current year.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty. The vendor's lien (to the extent of the consideration paid by Grantee to Grantor) against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute. The vendor's lien and superior title retained in this deed are transferred to Lender, without recourse on Grantor. When the context requires, singular nouns and pronouns include the plural. When executed by a corporation the words "heirs and assigns" shall be construed to mean "Successors and assigns".

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


Signature _____ Date 4-8-2020
Michael L. Brandon

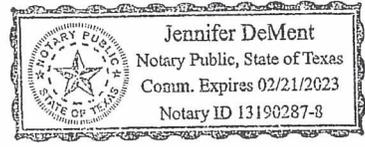

Signature _____ Date 4/8/2020
Vicki L. Brandon, n/k/a Vicki Lynn Anderson

General Warranty Deed with Vendor's Lien

STATE OF TEXAS
COUNTY OF Hays

The foregoing instrument was acknowledged before me this 8th day of April, 2020 by Vicki L. Brandon, n/k/a Vicki Lynn Anderson.

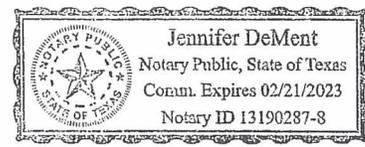
Jennifer DeMent
Notary Public
Printed Name: Jennifer DeMent
My commission expires: 02/21/2023



STATE OF TEXAS
COUNTY OF Hays

The foregoing instrument was acknowledged before me this 8th day of April, 2020 by Michael L. Brandon

Jennifer DeMent
Notary Public
Printed Name: Jennifer DeMent
My commission expires: 02/21/2023



General Warranty Deed with Vendor's Lien

Exhibit A

WAY SURVEYING COMPANY
RT. 1 BOX 9A2
BASTROP, TX 78602
PH. 303-1773 FAX (512) 303-3469

FIELD NOTES

BEING 24.901 ACRES OF LAND, MORE OR LESS, OUT OF THE LEWIS L. JOSEPH SURVEY, ABSTRACT # 164, IN CALDWELL COUNTY, TEXAS, SAID 24.901 ACRE TRACT OF LAND BEING ALL OF THAT CERTAIN 4.370 ACRE TRACT OF LAND DESCRIBED BY DEED TO ROY W. STRAHAN AS RECORDED IN VOLUME 474, PAGE 71, OF THE DEED RECORDS OF CALDWELL COUNTY, TEXAS, AND ALL OF THAT CERTAIN 20.63 ACRE TRACT OF DESCRIBED BY DEED TO ROY W. STRAHAN, AS RECORDED IN VOLUME 399, PAGE 151, OF THE DEED RECORDS OF CALDWELL COUNTY, TEXAS, AND BEING SHOWN ON THE ATTACHED SKETCH MARKED "EXHIBIT "B"" AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found for the north-west corner of said 20.63 acre tract of land, same being the north-east corner of that certain 20.00 acre tract of land as described by deed to Edward Freeman as recorded in Volume 50, Page 362, of the Official Records of Caldwell County, Texas, same being a point on the south right-of-way line of Rocky Road (also known as County Road 227), same being the north-west corner of this 24.901 acre tract of land;

THENCE North 82°35'00" East, along the common dividing line of said 24.901 acre tract of land and the south right-of-way line of said Rocky Road, passing at a distance of 639.23 feet the north-east corner of said 20.63 acre tract of land, same being the north-west corner of said 4.370 acre tract of land, in all, a distance of 893.92 feet to a ½" iron rod found for the north-east corner of said 4.370 tract of land, same being the north-west corner of that certain 25.00 acre tract of land described to Abraham A. Martinez and shown on the attached plat;

THENCE South 13°34'12" East, along the common dividing line of said 25.00 acre tract of land, passing the south-east corner of said 4.370 acre tract of land at a distance of 678.35 feet, same being the north-east corner of said 20.63 acre tract of land, in all a distance of 1175.01 feet to a ½" iron rod with an orange cap set for the south-east corner of this 24.901 acre tract of land, same being the south-east corner of said 20.63 acre tract of land, same being the south-west corner of said 25.00 acre tract of land, same being a point on the north-west line of that certain 5.0 acre tract of land described by deed to Tobias Macario, as recorded in Volume 465, Page 639, of the Deed Records of Caldwell County, Texas;

THENCE South 76°30'00" West, along the common dividing line of said 20.63 acre tract of land and said 5.0 acre tract of land, a distance of 886.04 feet to a ½" iron rod found for the south-west corner of this 24.901 acre tract of land, same being the south-west corner of said 20.63 acre tract of land, same being the north-west corner of said 5.0 acre tract of land, same being a point on the most easterly line of said 20.00 acre tract of land;

page one of two

(BEING 24.901 ACRES OUT OF THE LEWIS L. JOSEPH SURVEY, ABSTRACT # 164, IN CALDWELL COUNTY, TEXAS)

THENCE North 13°41'36" West, along the common dividing line of said 20.63 acre tracts of land and said 20.00 acre tract of land, a distance of 1269.74 feet to the POINT OF BEGINNING and containing 24.901 acres of land, more or less.

Basis of bearings for this survey is the north line of said 24.901 acre tract of land along the right-of-way of Rocky Road (also known as Caldwell County Road 227) as being North 82°35'00" East, as per Volume 399, Page 155, of the Deed Records of Caldwell County, Texas.

I, Roger L. Way, a Registered Professional Land Surveyor, do hereby certify that this survey was made upon the ground, under my direct supervision, on Monday August 30, 1999.

Roger L. Way
Roger L. Way
Registered Professional Land Surveyor
State of Texas - No. 3910



8/30/99
(date)

page two of two

FILED AND RECORDED

Instrument Number: 2020-001800 WARRANTY DEED

Filing and Recording Date: 04/13/2020 11:14:17 AM Pages: 6 Recording Fee: \$42.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Caldwell County, Texas.



Teresa Rodriguez

Teresa Rodriguez, County Clerk
Caldwell County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT REMOVE. THIS PAGE IS PART OF THE OFFICIAL PUBLIC RECORD.

ROCKY ROAD RANCH

PLANNED DEVELOPMENT

Approved _____, 2020

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF UHLAND, TEXAS ADOPTING AND APPROVING A PLANNED DEVELOPMENT AGREEMENT AND CREATING A PLANNED DEVELOPMENT DISTRICT FOR APPROXIMATELY 24.90 ACRES OF LAND LOCATED AT 2553 ROCKY ROAD, UHLAND, TEXAS, WITH GEO REFERENCE CODE TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE [(number)], NAD [number]; ESTABLISHING LAND USE AND DEVELOPMENT STANDARDS, TO INCLUDE ANNEXATION AND ZONING, FOR THE CONSTRUCTION AND OPERATION OF A MIXED USE PROJECT FEATURING RESIDENTIAL AND COMMERCIAL DEVELOPMENT; AND PROVIDING FOR: RULES, STANDARDS, PROCEDURES, AND SEVERABILITY.

WHEREAS, Patrick J Tighe, ("Owner") owns a total of 24.90 acres of land, more or less, located in Caldwell County, Texas, and more particularly described by the metes and bounds description and the survey which are collectively attached as Exhibit "A" to Attachment "A" (the "Property"); and

WHEREAS, Owner plans to develop 23.97 acres of the Property as Residential Lots, Parkland and Community lots and to develop 0.93 Acres of the Property as Right of Way , which will benefit and serve the present and future citizens of the City, as generally delineated in the PD Master Plan attached as Exhibit "B" to Attachment "A", and the Permitted Uses attached as Exhibit "C" to Attachment "A" (the "Project"); and

WHEREAS, a Planned Development ("PD") accommodates large or complex developments under unified control planned as a single continuous project providing greater design flexibility in return for desirable features not normally required under conventional development standards to create a superior development to that which would occur using conventional zoning regulations; and

WHEREAS, the City of Uhlend, Texas ("City") seeks to protect the health, safety, and welfare of those living in, working in, and visiting the City; and

WHEREAS, the City of Uhlend has been in negotiations with Owner and agents of the proposed PD Project and submits the following Attachment "A", Rocky Road Ranch Planned Development Agreement as application to zone the Property upon annexation as Rocky Road Ranch Planned Development District; and

WHEREAS, Owner has submitted an application to the City to annex the Property; and

WHEREAS, the City held discussions and invited public comment on the proposed Rocky Road Planned Development District

zoning at a public hearing held on the _____ day of _____, 2020 at _____ o'clock ____M.; and

WHEREAS, pursuant to Chapter 212 of the Texas Local Government Code, the City has specific authority to enter into a Development Agreement; and

WHEREAS, pursuant to Chapter 51 of the Texas Local Government Code, the City has general authority to adopt this Ordinance; and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City has broad zoning authority; and

WHEREAS, the City finds that the land use and development standards established in the proposed Project are consistent to promote the public health, safety, and general welfare of those living in, working in, and visiting the City.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Umland, Texas:

ARTICLE I. FINDINGS OF FACT AND SHORT TITLE

The foregoing Recitals are hereby adopted as findings of facts and are incorporated fully herein. This Ordinance shall be commonly cited as the “Rocky Road Ranch PD”.

ARTICLE II. ENACTMENT

A. Zoning Map. The official zoning map of the City of Umland is hereby amended to reflect the zoning designations established in *Attachment "A"*.

B. Development Plan. This Ordinance, together with *Attachment "A"* and the exhibits thereto constitutes the land use standards and development plan for the Rocky Road Ranch PD District upon the Property, as reflected in *Attachment "A"*, covered by this Ordinance. All land use and development on the Property shall conform to the limitations and conditions set forth in this Ordinance, *Attachment A* and the exhibits thereto. Enactment of this Ordinance shall constitute the City’s approval of the land use standards and development plan.

B. Planned Development (PD) Master Plan. The PD Master Plan detailed in Exhibit “B” of *Attachment "A"*, is hereby approved. Approval of the PD Master Plan shall not constitute a waiver or approval of any platting requirements.

C. Applicable Regulations. Except as specifically provided by this Ordinance, the Rocky Road Ranch PD Project is subject to all provisions of the City’s Ordinances in effect on the effective date of this Ordinance. To the extent any provisions of this Ordinance conflicts with any provisions of City Ordinances or any related regulations, the provisions of this Ordinance shall control.

D. Variances. The approval of this Ordinance and Exhibits A-D of *Attachment "A"* constitutes the approval of the development standards and shall be deemed to be the functional equivalent of the approval of variances, exceptions, and alternative standards from conflicting provisions of City Ordinances. When considering a request for variances, exceptions, or alternative standards in the Rocky Road Ranch PD District that were not addressed by the development standards contained herein, the City shall consider this Ordinance, the PD Master Plan, and the City's, then existing, Ordinances collectively.

E. Resolution of Conflicts. The documents governing the Rocky Road Ranch PD Project should be read in harmony to the fullest extent possible. If a conflict arises between the charts included in the exhibits and the illustrations contained in the exhibits, the charts shall control. If a conflict arises between the terms of this Ordinance and the exhibits, the terms of this Ordinance shall control.

F. Attachments and Exhibits. The following Attachment and exhibits thereto are incorporated into this Ordinance in their entirety, as though set forth fully in the text of this Ordinance:

Attachment "A" – Rocky Road Ranch Planned Development Agreement

<u>Exhibit "A"</u>	Description of the Property
<u>Exhibit "B"</u>	PD Master Plan
<u>Exhibit "C"</u>	Permitted Uses
<u>Exhibit "D"</u>	Open Space & Fencing Plan

ARTICLE III. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

ARTICLE IV. PROPERTY RECORDS

The City Secretary is hereby directed to record a Notice of this Ordinance in the real property records of the County (so as to bind the City, the Owner and all future owners of the Property), and to provide regulatory certainty during the Term of this Ordinance.

ARTICLE V. PUBLICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Ordinances as authorized by Chapter 52 of the Texas Local Government Code.

ARTICLE VI. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

ARTICLE VII. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage by the City Council and publication as required by law.

PASSED AND APPROVED this, the _____ day of _____ 20__.

CITY OF UHLAND, TEXAS:

Vicki Hunter, Mayor

Attest:

Traci R. McGinley, City Secretary

Attachment “A”

ROCKY ROAD RANCH PLANNED DEVELOPMENT AGREEMENT

SECTION 1. ENACTMENT PROVISIONS

1.1 Popular Name.

This Planned Development Agreement (“PDA”) shall be commonly cited as the “Rocky Road Ranch PDA”.

1.2 Parties.

This PDA is made by and among Patrick J Tighe, (“Owner”) and the City of Umland, Texas, (“City”).

1.3 Purpose.

This PDA memorializes the intent of the Parties to establish land use and development standards, to include annexation and zoning, for the construction and operation of a mixed use project featuring residential and commercial development.

1.4 Scope.

This PDA applies to the Property as described in Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION 2. DEFINITIONS

2.1 General.

Words and phrases used in this PDA shall have the meanings set forth in this section. Terms that are not defined below but are defined elsewhere in the City Code of Ordinances, shall be given the meanings set forth in the Ordinance for which it is defined. Words and phrases not defined in any City Ordinance shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense, words in the plural shall include the singular, and words in the masculine gender shall include the female gender; and vise-a-versa. The word “shall” is always mandatory and the word “may” is merely directory. Headings and captions are for reference only.

2.2 Specific.

2. **Applicable Requirements:** shall mean the applicable federal and state laws, city ordinances, rules and regulations, and the Rocky Road Ranch PD Standards stated herein.
3. **Applicant:** shall mean any owner, developer, person or entity engaging in subdivision or development of any of the Property or applying for any permit, approval, variance or waiver for any of the Property.
4. **Certified Inspector:** shall mean an independent certified state licensed inspector to inspect the Vertical Building Improvements as to their conformity with applicable city ordinances and building codes and related building plans.
5. **City:** shall mean the City of Uhland, Texas, a Texas Type A, general law city.
6. **City Administrator:** shall mean the person or entity engaged by City to serve in the capacity of City's chief administrative officer.
7. **City Code of Ordinances:** shall mean the collective duly adopted ordinances of the City, together with all related administrative rules and technical criteria manuals.
8. **City Council:** shall mean the governing body of the City of Uhland, Texas.
9. **City Engineer:** shall mean the person or entity engaged by the City to serve in the capacity of engineer for the City of Uhland, Texas.
10. **County:** shall mean Caldwell County.
11. **Development Standards:** shall mean the land use standards for the Property as described in this PDA. All land use and development of the Property in the Rocky Road Ranch PD District must conform to the limitations and conditions set forth in this Agreement.
12. **Development Plan:** shall mean this PDA and the exhibits attached hereto.
13. **Dwelling:** shall mean a residential unit providing complete, independent living facilities including permanent provisions for living, sleeping, eating, and cooking.
14. **Effective Date:** and similar references shall mean the date of the duly passed and approved Ordinance adopting this PDA.
15. **Final Plat:** shall mean the official map of a subdivision of the Property together with any applicable land development plan, covenants, restrictions, dedications or easements, to be recorded in the County property records after approval by City.
16. **Local Retail:** shall mean small neighborhood retail commercial to include only those commercial uses as listed on Exhibit "C" ("Permitted Uses").

17. **Lot:** shall mean any individual parcel of land subdivided within the Project for a specific permitted use.
18. **Masonry:** shall be defined as stone, simulated stone, brick, and hard-coat stucco,.
19. **Master Plan:** The Master Plan attached hereto as Exhibit “B” shows the boundary of the Property, location of Permitted Uses, Open Space and street layout. The Master Plan, along with the other exhibits attached hereto, also provides the location and detail of notable drainage areas, building setbacks, and other pertinent development features.
20. **Multi-family:** shall mean and include multiple residential dwelling units in a single structure.
21. **Open Space:** shall mean and include common areas, park land and any other improved Lot for the use by the general public or end purchasers of lots within the Project.
22. **Owner:** shall mean (i) the Owner named above, or (ii) any subsequent owner of a part of the Property that is a successor or assignee of rights from Owner.
23. **Preliminary Plat:** shall mean a map showing the salient features of a proposed development, submitted for the purpose of preliminary consideration and communication prior to the submission of a Final Plat.
24. **Project:** shall mean the Rocky Road Ranch Planned Development on the Property as generally delineated in the PD Master Plan attached as Exhibit “B”.
25. **Property:** shall consist of the 24.90 acres of land, more or less, located in Caldwell County, Texas, and more particularly described in Exhibit “A”.
26. **Residential Community:** shall mean, collectively, all of the lots developed for residential use, open space, common areas, and park land located within the Project.
27. **Single Family:** shall mean and include a residential dwelling unit for a single family in a single structure.
28. **Unit:** shall mean each individual space to be occupied for a particular use.
29. **Vertical Building Improvements:** shall mean the construction and reconstruction of a building, structure or any above ground improvement or development, not including roads, drainage facilities or utility facilities, and not including manufactured homes, modular housing or industrialized structures or buildings covered by Chapters 1201 or 1202 of the Texas Occupations Code.

**SECTION 3.
ANNEXATION, LAND USE AND ZONING**

- 3.1 Annexation.** This PDA shall constitute Owner’s acknowledgment and agreement to voluntarily annex the Property into the corporate limits of the City. Owner shall submit a formal application to the City for voluntary annexation of the Property into the corporate limits of the City. The City shall initiate the annexation process on the earlier of the effective date of this PDA or upon receipt of the formal annexation application.
- 3.2 Zoning.** This PDA shall constitute the Owner’s acknowledgment and agreement to zone the Property as Rocky Ranch Road Planned Development District upon annexation. The City shall initiate the zoning change process simultaneously with the annexation process.
- 3.3 Permitted Uses.** The project may contain Single family, Multifamily, and Commercial uses in accordance with Exhibit “C” (“Permitted and Prohibited Uses”).
- 3.4 Prohibited Uses.** The project shall not contain any uses not otherwise described in Exhibit “C”.
- 3.5 Maximum Densities.**
- a. Residential Uses.** The Project shall not exceed more than 24 Single Family Residential Units and no more than 8 Multifamily Residential Units with a maximum gross density of 4.67 total Residential units per acre of the Property.
- b. Commercial Uses.** The Project shall not exceed more than 3 Commercial lots and shall not exceed the following maximum gross densities
(minimum lot-size per use):
- 1) Fast-Food: 16,000 square feet
 - 2) Restaurant: 45,000 square feet
 - 3) Grocery Store: 100,000 square feet
 - 4) Hotel: 1 acre 200 rooms
 - 5) Movie Theater: 60,000 square feet
 - 6) Office Building: 20,000 square feet
 - 7) Gym or Health Club: 40,000 square feet
- Shopping center lots which include multiple uses shall have a minimum lot size calculated by the combination of eights percent (80%) of each of the intended uses.
- 3.5 Restrictive Covenants and Property Owners Association.** For the better development and benefit of the Property, Owner shall impose certain covenants, conditions and restrictions applicable to the use and maintenance thereof. Owner shall establish a private Property Owners Association (POA) to enforce such covenants, conditions and restrictions upon any

and all lots in the Project. The POA shall additionally be responsible for the maintenance of the roads, private landscape areas, private community park, water quality ponds, detention ponds and all community signage, screen walls and common open space areas within the Project.

- 3.6 Permitting and Approval Criteria.** All applications for permits required by the City for the use and development of the Property shall be consistent with this Ordinance. All aspects of such approvals which are not specifically covered by this Ordinance shall be governed by the City Code of Ordinances. This PDA shall not constitute a site development permit or building permit.
- 3.7 Unified Development.** The Property shall be treated as a unified development for the purposes of requirements relating to drainage, structural and non-structural water quality and detention control, impervious cover, utility service, traffic impact analysis, landscaping, open space, green space, and tree replacement and mitigation.
- 3.8 Phased Development.** The Project may be developed in phases, as indicated by Final Plats, over time and the phasing of development may be changed from time to time, including phases being developed concurrently provided that the Final Plat for each phase has been approved by the City Council and recorded with the County.

**SECTION 4.
DEVELOPMENT STANDARDS**

- 4.1 Open Space Requirements.** A walking trail and permanent pond shall be developed on Lot 23, sized 2.3 acres, in the form of private parkland, green space, or greenbelt, and maintained by the POA.
- 4.2 Impervious Cover.** The Project shall not exceed an aggregate of 65 percent (65%) in impervious cover of the entire Property.
- 4.3 Residential Use Site Requirements.**

Lot Width	
Minimum	40 ft.
Exception: Minimum for Corner Lots	55 ft.
Front Setback	Setbacks are measured from the lot line to the foundation.
Minimum	20 ft.

Side Setback	Setbacks are measured from the lot line.
Minimum (*) *Eaves may project a maximum of 18” into side setbacks.	6 ft.
Exception: Minimum for side setback adjacent to a street	15 ft.
Rear Setback	Setbacks are measured from the lot line.
Minimum	20 ft.
Building Height (maximum)	40 ft. and 3 stories
Lot Area (minimum)	9,000 sq. ft.

4.4. Commercial Use Site Requirements.

Lot Width	
Minimum	100 ft.
Front Setback	Setbacks are measured from the lot line.
Minimum	25 ft.
Side Setback	Setbacks are measured from the lot line.
Minimum	15 ft.
Street Corner	25 ft.
Rear Setback	Setbacks are measured from the lot line.
Minimum	25 ft.
Building Height (Maximums)	
Grocery Store, Movie Theater	45 ft. and 2 stories

Hotel	80 ft. and 5 stories
Office	60 ft. and 3 stories
All Other Buildings or Structures	40 ft. and 2 stories

4.5 Underground Utility Service. Except where approved in writing by the City Administrator, all utilities shall adhere to the following:

- a. All utilities within the Project to include water, wastewater, electrical, telephone and cable television distribution and service lines shall be underground.
- b. All utilities and the improvements thereof shall be the responsibility of Owner.

4.6 Residential Boundary Fencing. Wood fencing, tubular steel or decorative iron, masonry, or other fence approved by the City of Umland shall be constructed along the rear lot line and is permitted along the side lot line of all residential lots. Fencing shall be located along the residential property lines and shall not encroach into public right of ways or extend past the front elevation of residential units. All fencing shall be six feet (6') in height.

4.7. Intentionally Omitted.

4.8. Intentionally Omitted.

4.9. Roadways. All roadways within the project shall be constructed with a minimum of Forty (40') Right-of-Ways and an minimum of Twenty (26') of pavement.

4.10 Parking Requirements. Each parking space shall be a minimum of 9 feet wide by 18 feet deep.

a. Residential Uses. All residential lots shall include a driveway constructed of concrete, asphalt, chip seal, or other materials acceptable to the City of Umland across the City ROW, including culverts or swells as necessary, to provide a minimum for two off-street parking spaces per unit.

b. Commercial Uses. Each parking space shall be a minimum of 9 feet wide by 18 feet deep. All commercial uses shall provide the following minimum parking spaces and adjoining parking lots shall provide for circulation and connecting access through each lot from and to roadways so as to limit the number of roadway attachments:

- 1) Fast-Food: one space per 300 square feet of gross building floor area
- 2) Retail / Restaurant: one space per 200 square feet of gross building floor area
- 3) Grocery Store: one space per 225 square feet of gross building floor area

- 4) Hotel: one space per room
- 5) Movie Theater or Drive in: one space per four seats
- 6) Office: one space per 275 square feet of gross building floor area
- 7) Gym / All Other: one space per 275 square feet of gross building floor area

4.11. Lighting. Streetlights shall be provided at all four-way intersections and at intervals of 300 feet unless a subsequent lighting plan is submitted and approved by the City Administrator. No fixture or light source shall be turned up so as to disperse light into the night sky. All fixtures shall utilize Light-Emitting Diode (LED) lighting. Solar fixtures may be used.

4.12 Landscaping Requirements. All landscaping shall enhance the natural aesthetic beauty of the Umland area through diverse use of both native and non-invasive adapted species of plants. A minimum of 80 percent of the required landscaping shall be native plants and the remaining 20 percent may be non-invasive adapted plants. Invasive species, as defined by the Ladybird Johnson Wildflower Center, are prohibited. All landscaping materials shall be drought tolerant and native type materials. Native plants shall be defined as plants identified by the Ladybird Johnson Wildflower Center. Under no circumstance shall any non-invasive existing tree in excess of eighteen (18) inch DBH in diameter be removed or demolished from the site without prior specific approval of the City.

a. Tree Protection, Mitigation and Preservation. A tree survey, protection, mitigation and preservation plan for all healthy non-invasive trees with an eight (8) inch DBH in diameter shall be created and submitted to the City prior to the start of site development work. Prior to the start of site work all protection and preservation of all existing trees to remain on site shall be completed to prevent any disturbance within each tree’s critical root zone. Replacement trees for all existing non-invasive trees shall be planted prior to completion of the Project.

b. Residential Lots. At a minimum the following shall be installed on each residential lot:

- (1) one (1) – two-inch (2’’) caliper shade tree and three (3) – one (1) gallon shrubs outside of the easements along the right-of-way located in the front yard;
- (2) one (1) – two-inch (2’’) caliper shade tree, five (5) – one (1)-gallon shrubs and three (3) – five (5)-gallon shrubs and other drought tolerant natural landscaping for front, sides, and rear yards

c. Commercial Uses. All commercial landscaping shall be maintained by the Owner and each successive Owner. Parking lot islands shall be purposefully configured to accommodate existing trees on site.

d. Planting Criteria.

- (1) Planting shall remain at least five feet (5') from edge of roadways and driveways.
- (2) Planting should be at least five feet (5') from underground utilities and twenty-five feet (25') from overhead lines
- (3) Planting should be at least five feet (5') from fire hydrants.

e. Shade Trees shall be defined as the following:

Bald Cypress
Burr Oak
Cedar Elm
Chinquapin Oak
Chinese (Lacebark) Elm
Chinese Pistache
Live Oak
Monterey Oak
Pecan
Shumard Oak
Texas Ash
Texas Red Oak
Mexican Sycamore

f. Evergreen Ornamental Trees shall be defined as the following:

Wax Myrtle
Yaupon Holly
Mountain Laurel
Little Gem Magnolia
Eastern Red Cedar
Cherry Laurel

4.13 Water Reuse. If reuse service is currently offered by the wastewater provider, the Project shall install purple pipe to be used to irrigate the Open Space.

SECTION 5. RESIDENTIAL ARCHITECTURAL AND DESIGN STANDARDS

5.1 Residential Design Standards shall defer to the City of Umland development code at the time of each permit application.

SECTION 6. COMMERCIAL ARCHITECTURE AND DESIGN STANDARDS

6.1 Commercial Design Standards shall defer to the City of Umland development code at

the time of each permit application.

SECTION 7.

DEDICATIONS AND IMPACT FEES

- 7.1 Park and Open Space Dedication and Fees.** A parkland fee of \$1,200.00 per lot shall be assessed and paid at the time of final plat approval. However, as illustrated on Exhibit “D”, the PD Master Plan provides for an activation of private open space and community parkland in which Owner shall provide improved recreational facilities in a private ownership/management format, when platted and constructed. Owner agrees to install improvements in the minimum value of \$28,800.00 , that may include a permanent pond and trail around the Pond area on lot 23 with several viewing areas of the creek and open space complete with benches, picnic tables and trash receptacles, trailheads, a covered gathering area and a trailside orchard intended to utilize the abundant natural amenities of the Property. Any approved actual improvement value shall be credited towards the parkland fee with the remaining balance being paid in full to the City at final plat approval.

All private landscape areas and common open space areas within the Property will be maintained by the homeowner’s association including supplemental maintenance of the detention pond areas.

SECTION 8.

AMENDMENTS

Due to the fact that the Project comprises a significant land area and its development may occur in phases over a number of years, Owner may make major or minor amendments to the PD Master Plan upon notification to, and approval from, the City. Major amendments shall be those that (a) increase the density of single family home dwelling lots or units allowed by the Development Standards; (b) seek to allow a use which is prohibited by the Development Standards; or (c) increase the total Project’s impervious cover. Major amendments to the PD Master Plan shall require approval by City Council. Any amendment which is not classified as a major amendment, including an amendment which alters the relative percentages of the various residential use types without changing the density permitted for a type of residential use, shall be classified as a minor amendment. Minor amendments shall be administratively approved by the City Administrator except that the City Administrator may at the City Administrator’s sole discretion seek approval from the City Council. If the City Administrator and Owner dispute the classification of an amendment as major or minor, the issue shall be referred to City Council for final determination.

SECTION 9.

LIST OF EXHIBITS

The following list of exhibits, attached hereto, together with the requirements herein, constitute the land use standards and development plan for the Rocky Road Ranch PD District.

Exhibit “A”: Description of The Property

Exhibit “B”: PD Master Plan

Exhibit “C”: Permitted Uses

Exhibit “D”: Open Space & Fencing Plan

Exhibit “E”: Lighting Plan

CITY OF UHLAND, TEXAS

ROCKY ROAD RANCH

Vicki Hunter, Mayor

Patrick J Tighe,

Attest:

Traci R. McGinley, City Secretary

EXHIBIT "A"
DESCRIPTION OF THE PROPERTY

EXHIBIT “B”
PD MASTER PLAN

EXHIBIT “C”

PERMITTED USES

Lot 1 : Mf 1-4 family residences or commercial use
Lots 02-21: MF 1-4 family residences
Lot 22 : Mf 1-4 family residences or commercial use
Lot 23: Drainage and detention
Lot 24: Agriculture/Commercial

Commercial Permitted Uses:

Fire, EMS or Police Station
Church
School
Utility Business Office
Alcoholic Beverage Sales/Consumption
Theater or Playhouse
Art Gallery, Museum or Supply Store
Antique Shop
Retail Bakery, Smoothie Shop or Coffee Shop
Bank
Barber Shop or Beauty Salon
Book or Stationary Shop or Newsstand
Drug Store or Pharmacy
Florist or indoor Garden Shop
Food/Beverage Sales without Gasoline Sales
Professional/Medical/Dental/ Administrative Offices
Gift, Apparel, Accessory and Similar
Decorator/Photographer/Dance/Music Studio
Hotel
Drive-in

EXHIBIT “D”
OPEN SPACE & FENCING PLAN

Amy Lea SJ Akers

P.O. Box 578
San Marcos, TX 78666

(512) 897-5708 P
Info@TheAkersLawFirm.com

September 29, 2019

Vicki Hunter
Mayor
City of Uhland



Re: Uhland/Amy Lea S J Akers —Agreement for Contract Legal Services

Dear Mayor Hunter:

I want to express my appreciation for the continued opportunity to serve as the City of Uhland's City Attorney. Attached you will find the Agreement for Contract Legal Services as requested and a copy of the Texas Lawyer's Creed. The purpose of this Agreement is to set forth our understanding of the legal services to be performed by me for this contract and the basis upon which I will be compensated for those services. The Agreement confirms that I will represent the City of Uhland as the City's contract City Attorney. My acceptance of this representation becomes effective upon my receipt of an executed copy of the Agreement.

Respectfully,



Amy Lea S J Akers

AGREEMENT
For
Contract Legal Services

Amy Lea S J Akers – City Attorney

This agreement is entered into this 1 day of October, 2019, between the City of Uhland, a municipal corporation, hereinafter called "City", and Amy Lea S J Akers of The Akers Law Firm, an individual, hereinafter called "Ms. Akers."

WITNESS:

WHEREAS, The City of Uhland will retain the service of Ms. Akers as its contract City Attorney; and

WHEREAS, it is the desire of the City Council of Uhland, hereinafter called "Council," to provide certain benefits, establish certain conditions of engagement and to set working conditions of Ms. Akers; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

- A. City Representation and Duties. The City hereby engages Ms. Akers as its City Attorney to perform the functions and duties specified by the Council and the City's Codes of Ordinances, and to perform other legally permissible and proper duties and functions as the City Attorney as may from time to time be assigned to include but not limited to appearance at one City Council Meeting [and] one other Meeting per month plus fifteen (15) hours of other legal work per month via phone, e-mail or in person as needed. The Representation does not include travel time. The Representation does not include any Court appearances.
- B. Pass-through Legal Services. In addition to and outside of the City Representation and Duties the City hereby engages Ms. Akers as its City Attorney to provide additional legal work via phone, e-mail or in person as needed on a pass-through basis. The City shall be responsible for all communication and dissemination of information regarding pass-through legal services including but not limited to requests and responses. Nothing herein creates a third-party attorney-client privilege. If at any time a request for pass-through legal services appears to be a conflict of interest with the City, Ms. Akers has the right to refuse to perform such services.
- C. City Special Assignments. The City may from time-to-time engage Ms. Akers in writing, as agreed upon by Ms. Akers, for additional Special Assignments or Projects as it deems necessary. Such Special Assignments or projects shall be approved by the City Council and clearly defined in writing.



Section 2. Term

The initial term of this agreement shall be for a period of two (2) years beginning November 1, 2019 and ending September 30, 2021. This agreement shall automatically renew for an additional two (2) year term unless notice of termination is provided by resolution of the City Council at least one-hundred-eighty (180) days before September 30, 2021.

Section 3. Termination and Withdrawal

- A. Notwithstanding any other provision herein, the City Attorney may be terminated before expiration of the term of this Agreement with or without cause. If Ms. Akers' engagement is terminated without good cause she shall be paid the herein agreed upon and applicable Base amount as stated below in Section 5.A. on a monthly basis until the expiration of this agreement. Ms. Akers may choose a lump sum disbursement; provide however, such disbursement will be discounted by 25%. *Not to exceed more than 1yr of base pay.*
- B. There are several types of conduct or circumstances that could result in Ms. Akers withdrawing from representing the City; for example, but not limited to, the following: non-payment of fees or charges; misrepresentation or failure to disclose material facts; fraudulent or criminal conduct; action contrary to Ms. Akers' advice. Ms. Akers will try to identify in advance and discuss with the City any situation that may lead to her withdrawal. A Failure by the City to meet any obligations under the terms of this Agreement shall entitle Ms. Akers to terminate the Representation. In that event, the City will take all steps necessary to release Ms. Akers of any further obligations in the Representation, including without limitation the execution of any documents necessary to effectuate her withdrawal from the Representation. Ms. Akers' right to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct to terminate the Representation. Nothing herein precludes Ms. Akers' absolute right to terminate the Representation at any time and without cause or reason.
- C. If Ms. Akers resigns from her position as City Attorney for conduct or circumstances caused by the City or failure by the City to meet any obligations under the terms of this Agreement she shall be paid the herein agreed upon and applicable Base amount as stated below in Section 5.A. Ms. Akers may choose a lump sum disbursement; provide however, such disbursement will be discounted by 25%. *Not to exceed more than 1yr of base pay.*
- D. If Ms. Akers voluntarily resigns from her position as City Attorney for any other cause or reason other than conduct or circumstances caused by the City or failure by the City to meet any obligations under the terms of this Agreement then she shall not be entitled to any further compensation under this agreement. Ms. Akers shall provide the City of Umland with a minimum of thirty (30) days-notice, in advance, unless otherwise granted relief by the City Council.

- E. In the event that Ms. Akers is terminated due to good cause, the City shall have no obligation to further compensate Ms. Akers beyond the services rendered prior to termination. Good cause shall include, but is not limited to, a conviction for any illegal act involving fraud, theft, moral turpitude or a felony by a Court of competent jurisdiction in the State of Texas.

Section 4. Disability

If Ms. Akers is permanently disabled or is otherwise unable to perform her duties with reasonable accommodation by the City because of sickness, accident, injury, mental incapacity or health as declared by a licensed physician for a period of four successive weeks beyond any federal or state leave entitlement, the City may terminate this agreement. Ms. Akers shall be paid the herein agreed upon and applicable Base amount as stated below in Section 5.A. for a period of six months.

Section 5. Payment and Fees

A. City Representation.

- thirty eight thousand four hundred
- 1) The City agrees to pay Ms. Akers an annual base of no less than \$ 38,400 per year, as indicated in the City's annual budget, payable in equal monthly installments, hereinafter called "Initial Base". The Initial Base shall include her attendance at 2 meeting[s] per month and up to 15 hours of other legal work per month, as described in Section 1.A. above.
 - 2) Additional time spent beyond the stated fixed (15) hours per month described in Section 1.A. will be considered outside the scope of the representation and billed at a rate of \$250.00 per hour in fifteen minute increments. Travel time to and from locations other than the 2 monthly meeting[s] will be billed at the same hourly rate. Ms. Akers may change this rate in writing delivered to the City no more than once per year.
 - 3) Should this agreement be renewed for an additional two (2) year term, the City agrees to pay Ms. Akers an additional annual base of \$500.00 per year, payable in monthly installments in addition to the Initial Base (i.e. \$ 3,200.00 per month in years one and two; and \$ 3,241.67 per month in years three and four).
 - 4) Special Assignments shall billed in fifteen minute increments at a rate of \$175.00 per hour during the initial term of this Agreement and \$200.00 per hour during any renewal term of this Agreement.

B. Pass-through Legal Services.

Pass-through legal services shall be billed at a rate of \$400 per hour. The City shall be responsible for payment of pass-through legal services and collecting reimbursement for pass-through legal services from each requestor.

- C. A statement of additional fees and expenses will be submitted to the City the following month of which full payment is due upon receipt.
- D. There shall be no set off or pro ratio of any fees due to vacation or sick leave taken or for scheduling conflicts resulting from obligations with other clients.
- E. The City shall pay directly all filing and registration fees, charges for consultants, etcetera due to the size of such fees and to avoid the City incurring any overhead charge. Should out-of-pocket expenses be incurred a fifteen percent (15%) overhead charge will be added.

Section 6. Expectations of the City of Umland

In order to facilitate effective representation, the City agrees to do the following:

- (1) disclose to Ms. Akers, fully and accurately and on a timely basis, all facts and documents that are or might be material or that may be requested;
- (2) keep Ms. Akers apprised on a timely basis of all developments relating to the Representation that are or might be material;
- (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; and
- (4) otherwise cooperate fully with Ms. Akers in the representation thereof.

Section 7. Conflicts of Interest

Before accepting the Representation, Ms. Akers has undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar Ms. Akers representation of the City in compliance with the requirements of Chapter 176 of the Texas Local Government Code and House Bill 1491, enacted by the 80th Texas Legislature in 2007. Currently, Ms. Akers is not aware of any potential disqualifications or conflicts of interest.

Section 8. Communication and Confidentiality

In keeping with technological advancements and the corresponding demands of the City, it is Ms. Akers' practice to use electronic (email) correspondence to communicate and to transmit documents. As such, the possibility exists that electronic transmissions could be intercepted or otherwise received by third parties and lose their privileged nature if the method of communication is ruled to lack sufficient confidentiality. As with any correspondence regarding legal representation, regardless of the manner of transmission, the City is urged to use caution in its dissemination in order to protect its confidentiality. By signing below, the City agrees that Ms. Akers may use email in the scope of the Representation. Ms. Akers recognizes her obligation to preserve the confidentiality of attorney-client communications as well as the client confidences, as required by the

governing rules of professional responsibility. Unless the City advises Ms. Akers to the contrary, Ms. Akers may disclose to third parties the fact that she represents the City.

Section 9. Disclaimer

Ms. Akers has made no promises or guarantees about the outcome of the Representation, and nothing in the Agreement or these terms thereof shall be construed as such a promise or guarantee.

Section 10. Indemnification

The City of Umland shall provide Ms. Akers with coverage under a directors and officers liability insurance policy provided that Ms. Akers' performance is not contrary to established policies, and reasonable standards of conduct adopted by the City Council.

Section 11. Modification to Agreement

Any modification of this Agreement must have the concurrence of the City Council, be in writing, and signed by both parties.

Section 12. Notices

Notices under this Agreement may be given by personal delivery or deposit in the custody of the United States Postal Service, certified mail, postage prepaid, addressed as follows:

1. City:
The City of Umland
Attn: Mayor
15 N. Old Spanish Trail
Umland, Texas 78640

city@uhlandtx.us
2. Ms. Akers:
The Akers Law Firm
Attn: Amy Lea S J Akers
P.O. Box 578
San Marcos, TX 78667

info@theakerslawfirm.com

Notices will be deemed given as of the date of personal service, the date and time the e-mail is received, or the third day after the date of the deposit of written notice in a depository of the United States Postal Service.

Section 13. General Provisions

- A. Entire Agreement. This Agreement is the entire agreement of the parties, supersedes any prior understandings or written or oral agreements concerning the subject matter and may be modified or amended only by a written instrument signed by both parties.
- B. Assignment. The Agreement may not be assigned by either party without the prior written consent of the other. The Agreement will be binding upon and inure to the benefit of the parties, and their respective heirs, successors and permitted assigns.
- C. Venue. This Agreement is entered into in Hays County, Texas, will be construed and interpreted under laws of the State of Texas, and all obligations of the parties created hereunder are performable in the State of Texas.
- D. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable for any reason, it is the intention of the parties that the remainder of this Agreement not be affected; and that, in lieu of each provision that is illegal, invalid, or unenforceable, a provision be added to the Agreement that is similar in terms to the illegal, invalid, or unenforceable, a provision as is possible and is legal, valid, and enforceable.

Section 14. Standards of Professionalism and Attorney Complaint Information

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, Ms. Akers is to advise her clients to the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, Ms. Akers is to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. If the City has any questions about the State Bar's disciplinary process the Office of the General Counsel of the State Bar of Texas may be reached at 1-800-932-1900.

Executed this the 9 day of October, 2019.

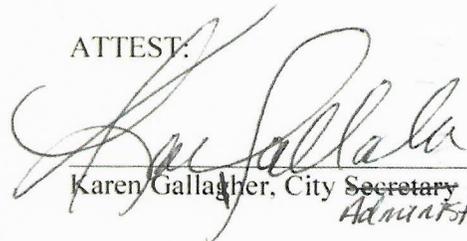
AMY LEA SJ AKERS:

By: 

CITY OF UHLAND:

By: 
Vicki Hunter, Mayor

ATTEST:


Karen Gallagher, City Secretary
Administradora

THE TEXAS LAWYER'S CREED
A MANDATE FOR PROFESSIONALISM

Promulgated by
The Supreme Court of Texas and the Court of Criminal Appeals
November 7, 1989

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.

9. I will advise my client that we will not pursue any course of action which is without merit.
10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.
7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I Will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

ORDER OF THE SUPREME COURT OF TEXAS AND THE COURT OF CRIMINAL APPEALS

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon re-enforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt

"The Texas Lawyer's Creed - A Mandate for Professionalism" as attached hereto and made a part hereof.

In Chambers, this 7th day of November, 1989.

The Supreme Court of Texas

Thomas R. Phillips, Chief Justice
Franklin S. Spears
C. L. Ray
Raul A. Gonzales
Oscar H. Mauzy
Eugene A. Cook
Jack Hightower
Nathan L. Hecht
Lloyd A. Doggett
Justices

The Court of Criminal Appeals

Michael J. McCormick, Presiding Judge
W. C. Davis
Sam Houston Clinton
Marvin O. Teague
Chuck Miller
Charles F. (Chuck) Campbell
Bill White
M. P. Duncan, III
David A. Berchelmann, Jr.
Judges

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of Umland, TX, hereinafter called "Client" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as On-Call Planning, Engineering and Landscape Architecture.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement for time and materials in accordance with Attachment CO – Compensation which is attached and made a part of this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a not to exceed fee of Twenty-Five Thousand Dollars, \$25,000.00.

If FNI's services are delayed or suspended by Client, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC – Terms and Conditions of Agreement shall govern the relationship between the Client and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Client and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

Freese and Nichols, Inc.

City of Umland, TX

By: _____

By: _____

Print Name and Title

Print Name and Title

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services as-needed by the City:

SCOPE OF SERVICES: Freese and Nichols, Inc. (FNI) is engaging with the City of Umland, Texas (City) to provide **professional urban planning, landscape architecture and engineering services in an on-call capacity** to address **planning, design, engineering and development issues** impacting the City, from both a physical or design aspect, as a result of general growth within the community, new development, redevelopment or from issues external but affecting the City. FNI will address such issues by providing concise recommendation to the City, as well as serve on behalf of the City at meetings, public hearings or other formal City business if requested.

As services will be conducted for the City on an “as-needed” basis, FNI will provide such services on an hourly fee structure. It is acknowledged that the City is in need of recurring services such as process development, Planning and Zoning Commission or City Council Meeting attendance, and plan/plat reviews, as described below in “Recurring Services”, as well as possible comprehensive plan and ordinance reviews/amendments. All services provided to the City will be billed on an hourly basis, plus any incurred expenses.

In accordance with the terms of this Agreement, City agrees to employ and compensate FNI to perform professional services in connection with various projects. A detailed description of the various projects scope and fee will be outlined in Task Authorizations as services are requested by City. FNI will not begin services until a Task Authorization is agreed upon between FNI and City.

FNI shall render professional services in connection with assigned Projects as set forth in the Task Authorization for each assignment, consistent with the eligible tasks outlined below. City responsibilities and additional services may also be established as set forth in the Task Authorization for each assignment.

FNI will provide the following services, **at the City’s request**, on a regular and recurring basis:

1. Code Compliance Review

Projects may include plat and site plan application review for residential and commercial development to verify compliance with the City’s development-related ordinances; public infrastructure construction plan reviews; water and wastewater utility system modeling and scenario analyses; evaluations to make recommendations for amending the City Capital Improvement Plan based on proposed private development; traffic impact analyses and traffic warrant studies; electronic data development to update City models and maps; and assistance in development of plans, specifications, and estimates, and bid-set conformant construction documents for a wide variety of City projects.

2. Planning and Development Services

- a. Urban Planning, Development Regulations and Process Management: Projects may include land-use and market studies; public engagement strategies and implementation; development case management including subdivision plats, site plans, variances, special exceptions, and various other development applications; crafting development agreements

and planned development districts; interlocal agreements, and annexation plans of service; analysis of zoning applications; updating development codes, policies, and practices.

- b. Small Area Planning including Market Analysis: Projects may include market-based sub-area master plans that consider existing and proposed land use and transportation infrastructure and include feasibility analysis based on public, private, and P3 funding strategies.
- c. Parks and Open Space, Landscape Architecture and Urban Design: Projects may include master planning and all levels of design for a range of park types from passive to active; expertise in landscape architecture with emphasis native plant palettes; principles of urban design; creation and design of public spaces and gathering places.
- d. Mapping and GIS Services: Projects may include updates to existing maps, the creation of new maps, and a variety of geographic analyses, including hosting and maintenance of online web mapping interfaces.

3. Project Management

- a. Quality Assurance/Quality Control: FNI will develop and implement a QA/QC plan for the work.
- b. Status Reporting/Invoicing – FNI will provide monthly status reports, summarizing current budget and schedule status, along with outstanding contracting issues, will be prepared. The status report will be attached to a monthly invoice and submitted to the City.
- c. Subcontractor Procurement and Management – Subcontracts may be executed and managed to complete this work.

Elaborating on the nature of the tasks described above the consultant is expected to be able to:

- A. Be available for on-call questions from staff and meetings with and on behalf of staff, as directed and requested, providing one (1) or more planners on an as-needed basis, subject to availability.
- B. Coordinate with and provide as directed any and all required documentation, reports, plans, renderings, and presentations to City staff, City Council, Boards and Commissions, the public, property owners, agencies, and businesses as required and requested.
- C. Coordinate and communicate with other entities, applicants, land owners, residents, and other involved parties, as directed and requested.
- D. Understand and ensure compliance with associated local, State, and Federal requirements and provide guidance associated with developing trends and changes to regulatory practices, including but not limited to:
 - i. Local ordinances and development codes as needed to apply current planning and development needs.
 - ii. The City's comprehensive plan

- E. Provide training to City staff upon request including, but not limited to, technical review guidance, project management, various construction administration activities, engineering related concepts, and other related objectives.

All time spent at the City, as well as travel time and mileage to and from the City, shall be billed per Attachment CO.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by City, which are not included in the above described basic services, are described as follows:

- A. Printing and binding of documents will be billed in accordance with the rates outlined in Attachment CO. FNI, following a request for assistance from the City, will prepare an estimate for approval by the City prior to initiating work.
- B. Making revisions to drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by City or 2) due to other causes not solely within the control of FNI.
- C. Meeting or trips in excess of the number of meetings included in Article I or a Task Authorization issued under Article I for coordination meetings, public meetings or other activities. Additional meetings requested by the City in excess of those included in Article I will be billed hourly in accordance with the rates outlined in Attachment CO.
- D. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- E. Preparing data and reports for assistance to City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- F. Revisions, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- G. Providing basic or additional services on an accelerated time schedule. This includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the City.
- H. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- I. Providing document revisions in excess of those outlined in Article I or an associated Task Authorization.

ARTICLE III

TIME OF COMPLETION OR TERM:

This Agreement will be valid until September 30, 2022 and may be extended by mutual agreement.

ARTICLE IV

RESPONSIBILITIES OF CITY: City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- B. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- D. Give prompt written notice to FNI whenever City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- E. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Article I.
- F. Contact meeting invitees for stakeholder and public meeting. This includes email, mail, newsletter or other forms of notification.
- G. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- H. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- I. Examine and provide prompt feedback on all submittals, draft reports, sketches, drawings, and other documents presented by FNI within a reasonable time so as not to delay the services of FNI.
- J. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this Agreement or other services as required.
- K. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and City designate the following representatives:

City's Designated Representative

Name: _____

Address: _____

Phone: _____

Email: _____

City's Accounting Representative

Name: _____

Address: _____

Phone: _____

Email: _____

FNI's Designated Representative

Chance Sparks, AICP, CNU-A
1251 Sadler Drive
Suite 1150
San Marcos, Texas 78666
chance.sparks@freese.com
(512) 617-3156

FNI's Accounting Representative

Stephanie Kirchstein
2711 North Haskell Avenue
Suite 3300
Dallas, Texas 75204
Stephanie.Kirchstein@freese.com
(214) 217-2212

INSERT COMP AND TC

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term Client as used herein refers to the City of Umland, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of the work required by the Agreement by altering, adding to and/or deducting from the work to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
3. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Client and Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

Commercial General Liability		Workers' Compensation
General Aggregate	\$2,000,000	As required by Statute
Automobile Liability (Any Auto)		Professional Liability
CSL	\$1,000,000	\$3,000,000 Annual Aggregate
7. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data and other project information developed in the execution of the Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI, will be at Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from

the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.

- 10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
- 11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project. If Client designates a Resident Project Representative that is not an employee or agent of FNI, the duties, responsibilities and limitations of authority of such Resident Project Representative will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
- 12. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the General Conditions of the Construction Contract that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the Owner is named as an indemnified party.
- 13. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to CLIENT and in acceptance of the Services as satisfactory by the Client. Statements for Services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon Services, expenses and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Client fails to make any payment due FNI for services and expenses within 30 days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.

- 14. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
- 15. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Neither Client nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

- 16. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.

COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Twenty-Five Thousand Dollars (\$25,000).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate	
	Min	Max
Professional 1	81	146
Professional 2	95	154
Professional 3	115	220
Professional 4	151	237
Professional 5	188	350
Professional 6	197	391
Construction Manager 1	93	173
Construction Manager 2	109	185
Construction Manager 3	152	217
Construction Manager 4	206	281
CAD Technician/Designer 1	67	147
CAD Technician/Designer 2	98	152
CAD Technician/Designer 3	131	201
Corporate Project Support 1	50	122
Corporate Project Support 2	71	168
Corporate Project Support 3	98	259
Intern / Coop	42	84
Senior Advisor	175	175

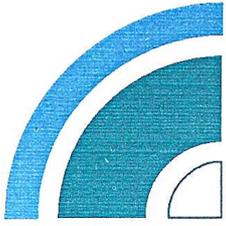
Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$100
	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
<u>Tech Charges</u>	Bond	\$0.25	\$0.75	Microscope (each) \$150
8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day) \$200
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Gauge (per day) \$275
				Coating Inspection Kit (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each) \$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated February 2020.



VINCENT GERARD AND ASSOCIATES, INC.

November 3, 2020

Ms. Karen Gallaher

RE: Cost Proposal for Planning Review, Consulting, Development Project Review and Commission and Council meeting representation. City of Umland Texas

Dear Ms. Gallaher:

Vincent Gerard and Associates, Inc. is pleased to present the following proposal for professional services to assist with Planning & Zoning review of projects located in the Umland Jurisdiction and filed with the City of Umland for development entitlements. The following would be the scope of work and professional cost.

I. Scope of Work:

- a. Preliminary Plan, Final Plat, Planned Developments & Site Plan Review:
 - Research all ordinance criteria and review all filed documents for the City of Umland in a timely manner consistent with Umland Texas requirements. Respond in writing to the city and coordinate reviews and responses with the city engineer and the city administrator.

Planner @ \$125/Hr.
Designer/Drafter @ \$75/Hr.
Clerical @ \$40/Hr.

II. Additional Services

Additional services as requested by City such as ordinance amendments, Planned Development presentations for special meetings or comment meetings with developers will also be performed by the VGA on an hourly basis listed above.

III. Reimbursables

All materials including blueprints, deliveries, overnight packages or review fees and permits (out of pocket expenses) will be reimbursed by the city. These costs are not included in this proposal and will be billed at a cost plus 10%. In addition, any additional meeting or site visits requested by the city administrator, our mileage will be billed at the rate currently allowed by the IRS at \$0.58 per mile.

We are pleased to submit this cost proposal to you and look forward to working with you. If you concur with this cost proposal, please sign the acknowledgement below.

Sincerely,



Vincent G. Huebinger
President

ACKNOWLEDGEMENT

Approved For City of Uhland _____

By: _____

Printed Name: _____

Title: _____

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CALDWELL COUNTY AND THE CITY OF UHLAND FOR SUBDIVISION
REGULATION WITHIN THE
EXTRATERRITORIAL JURISDICTION OF THE CITY OF UHLAND**

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is made and entered into by and between Caldwell County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "COUNTY"), by and through its County Judge, and the City of UHLAND, a municipal corporation of the State of Texas (hereinafter referred to as "CITY"), by and through its City Mayor. The City and the County are hereinafter collectively referred to as "the Parties" or "the Parties to this Agreement."

WHEREAS, the CITY has duly identified its corporate limits and the areas of its extraterritorial jurisdiction (hereinafter referred to as "ETJ" or the "CITY's ETJ") within the COUNTY; and

WHEREAS, the CITY has adopted and is enforcing subdivision regulations pursuant to TEX. LOCAL GOV'T CODE Subchapter A of Chapter 212 and other statutes applicable to municipalities; and

WHEREAS, the COUNTY has adopted and is enforcing subdivision regulations pursuant to TEX. LOCAL GOV'T CODE sections 232.001-232.005 and other statutes applicable to counties; and

WHEREAS, the COUNTY and the CITY both have original authority to enforce their subdivision regulations in the CITY's ETJ; and

WHEREAS, the Texas Legislature revised TEX. LOCAL GOV'T CODE Chapter 242 to limit subdivision regulation within the ETJ to one entity (or two entities working jointly); and

WHEREAS, to the extent that the CITY's execution of this Agreement and related agreements with other counties in other areas of the CITY's ETJ, or the CITY's adoption, administration or enforcement of ordinances, rules, regulations or plans in reasonable furtherance of this Agreement or the related agreements results in requirements or restrictions that are not identical throughout the CITY's entire ETJ, the Parties jointly acknowledge that the actions of the Parties are "reasonably taken to fulfill an obligation mandated by state law" within the meaning of TEX. GOV'T CODE Section 2007.003(b)(4), and are therefore not subject to TEX. GOV'T CODE Chapter 2007; and

WHEREAS, in 2019, both the COUNTY and the CITY entered into an Interlocal Cooperation Agreement, pursuant to TEX. GOV'T CODE Section 791.011(a), and as authorized by TEX. LOC. GOV'T CODE Section 242.001(c) ("the 1445 Agreement"); and

WHEREAS, the COUNTY and the CITY desire to revise and execute a revised 1445 Agreement to be effective November 1, 2020 (the Effective Date).

NOW, THEREFORE, the COUNTY and the CITY mutually agree as follows:

I. TERM OF AGREEMENT AND CERTIFICATION

1. The term of this Agreement shall for a period of one year from the Effective date. This Agreement shall automatically renew annually on the anniversary of the Effective date unless terminated or amended as provided herein.
2. This Agreement may be terminated by either Party by giving sixty (60) days' written notice of intent to terminate this Agreement to the other Party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return receipt requested, to the other Party at the addresses set out herein. Upon termination of this Agreement, neither Party shall have any obligations to the other Party under this Agreement, except with respect to payment for services already rendered under this Agreement, but not yet paid.
3. This Agreement is intended to entirely supersede and replace the existing 1445 Agreement between the parties, executed on February 27, 2019.
4. The COUNTY and the CITY mutually certify that this Agreement complies with the requirements of Texas Local Government Code, Chapter 242.

II. DELEGATION OF AUTHORITY TO REGULATE SUBDIVISION PLATS AND APPROVE RELATED PERMITS

1. Pursuant to Texas Local Government Code 242.001(d)(4) the COUNTY assigns and delegates to the CITY the COUNTY'S authority to regulate subdivision plats and approve related permits in the following areas:
 - a. All areas within CITY's ETJ; and
 - b. Any area within the CITY's ETJ that is subject to an annexation plan; and
 - c. Any area within the CITY's ETJ that is subject to a development agreement with a term no longer than twenty-four (24) months.
2. For all areas described in section II.1.a, the CITY shall enforce the COUNTY's subdivision and development regulations which are contained in the Caldwell County Development Ordinance and incorporated by this reference as if fully set forth herein, unless the CITY has existing ordinances establishing substantially similar or more stringent standards for the subject areas of such County subdivision regulations. All CITY subdivisions regulations not in conflict with the Caldwell County Development Ordinance and CITY regulations establishing more stringent standards for the subject areas described in section II.1.a may be enforced.
3. The CITY agrees to seek COUNTY's consent from the COUNTY Director of Sanitation

prior to entering into a development agreement that does not involve annexation of the area or before granting a variance, or a waiver from the Caldwell County Development Ordinance or any other applicable rules or standards, including construction material and specifications. The COUNTY agrees to not unreasonably withhold consent and to provide a response to the CITY within ten (10) business days, and further the COUNTY agrees that a lack of response after ten (10) business days shall be deemed a consent to the CITY's request.

III. ADMINISTRATION

Any specific statutory regulatory authority of either the COUNTY or the CITY not otherwise delegated in this Agreement shall remain the exclusive authority of the original entity, in accordance with the administrative provisions in this Section.

III.A Subdivision Plats, Development Plans and Related Site Construction Plans and Permits

1. All subdivision plats, development plans and related permits, including site construction plans and permits, shall be submitted directly to the CITY.
2. The CITY shall deliver one electronic copy and two hard copies of all plat submittals and subdivision construction plans to the COUNTY Director of Sanitation for review within two (2) business days from the date of receipt. The COUNTY Director of Sanitation or authorized designee shall do a completeness check of the submittals and notify the CITY of completeness of the submittals. COUNTY shall provide technical comments, if any, to the CITY within seven (7) business days of receiving the plat, plan or permit submittals. The CITY and the COUNTY agree that time is of the essence and as such the CITY shall proceed to process all subdivision plat and related permits, including subdivision construction plans, as necessary to comply with state law and prevent default approval of any plat, permit or plan as contemplated herein.
3. The CITY shall collect and forward to the COUNTY all applicable COUNTY fees as set forth in the Caldwell County Subdivision and Development Fee Schedule, as presently authorized or amended by the COUNTY, for services to be performed by the COUNTY. Per Caldwell County's Development Ordinance, on behalf of the County, the CITY shall collect all fees associated with the construction of roads including the 1.5% of cost of streets and drainage construction plus reimbursement of any and all consulting fees.
4. The CITY shall require a signature block for the current COUNTY Director of Sanitation or authorized designee authorizing the filing of any plat under this agreement. After final approval by the CITY it shall be the applicant's responsibility to obtain the signature of the COUNTY Director of Sanitation or authorized designee. The COUNTY shall not withhold such signature without reasonable cause.
5. The CITY shall deliver two copies of all recorded plats for subdivisions within the CITY's ETJ to the COUNTY within seven (7) business days of the recording of the subdivision

plat.

6. COUNTY will maintain public streets and roads, and all public drainage systems, within any platted subdivision or recorded development plan, once built, provided that the requirements of the COUNTY for road construction and drainage have been complied with, at a minimum.
7. COUNTY inspectors shall have inspection and approval authority over the road construction, storm water drainage construction, and water and wastewater facility construction within the COUNTY right-of-way and COUNTY easements. The CITY shall allow COUNTY inspectors access to road construction sites of subdivisions within the ETJ and the CITY shall, within seven (7) business days of receipt, submit copies of all road design materials and road construction test results to the COUNTY during road construction. COUNTY inspectors may, from time to time, coordinate with CITY inspectors and delegate to the CITY inspector's specific inspection duties related to road construction, storm water drainage construction, and/or water and wastewater facility construction within the COUNTY right of way or COUNTY easements. The COUNTY shall inspect and certify to the CITY that such roads and drainage meet or exceed the COUNTY standards prior to the CITY issuing a certificate of completion. The COUNTY may request that the CITY issue a stop-work notice if, in the COUNTY'S opinion, applicable construction standards are not being met.
8. The CITY shall require the applicant confer and come to agreement with the Caldwell County 911 Addressing Division concerning street names prior to final plat approval.

III.B ROW, Driveway and Floodplain development permits:

The COUNTY retains sole regulatory authority for all right-of-way, driveway, and floodplain permits within the CITY's ETJ that are outside and not related to a subdivision plat or development plan, including those within any annexation plan, pursuant to the Caldwell County Development Ordinance, Caldwell County Flood Damage Prevention Ordinance, and any other applicable statutes. All right-of-way, driveway, and floodplain permits as described herein shall be submitted directly to the COUNTY. Upon issuing a permit under this section, the COUNTY shall provide the CITY a copy of the issued permit within seven (7) business days of issuance.

III.D Residential Development permits

The CITY retains exclusive regulatory authority for residential development or construction occurring within its ETJ, provided that applications for residential construction or development on a lot with previously-existing permitted residential development must be accompanied by engineering report analyzing pre- and post-development changes to stormwater runoff and impacts to adjacent and downstream properties.

III.E OSSF:

1. Authority to regulate and permit On-Site Sewage ('OSS') facilities is held by the Texas Commission on Environmental Quality ('TCEQ'). To the extent TCEQ may and does so delegate such authority to each the COUNTY and the CITY, respectively within the ETJ, the CITY shall have the exclusively authority as so delegated to it by TCEQ. The CITY shall assume responsibility for facility planning reports, including but not limited to any On Site Sewage Facilities, within the ETJ.

IV. GENERAL PROVISIONS

1. **Fees.** The CITY shall have the right to charge applicants/developers reasonable fees, sufficient to cover the full cost of services provided by the CITY under this Agreement and otherwise in the administration of regulations that apply to subdivisions in the CITY's ETJ. If any fee, Certificate of Deposit, Letter of Credit, warranty or bond is to be forwarded to Caldwell County in accordance with this Agreement, the CITY shall promptly forward the fee, Certificate of Deposit, Letter of Credit, warranty or bond to Caldwell County Sanitation Department, 1700 FM 2720, Lockhart, Texas 78644.
2. **Time for action on submittals.** The COUNTY Director of Sanitation or authorized designee shall, within seven (7) business days of receipt, provide the CITY staff with written comments for approval or disapproval of subdivision plats, related permits or any other submittals made under section III of this Agreement, including permit applications regarding roads, drainage and right-of-way design, construction and dedication. The CITY and the COUNTY agree that time is of the essence and as such the CITY shall proceed to process all subdivision plat and related permits, including subdivision construction plans, as necessary to comply with state law and prevent default approval of any plat, permit or plan as contemplated herein.
3. **Transportation Plan.** The parties agree to exercise all regulatory authority consistent with any CITY or COUNTY Transportation Plan in place or as currently revised or amended, subject to applicable constitutional and statutory limitations. For subdivisions in which it appears to the CITY that a requirement for dedication of right-of-way pursuant to such Transportation Plan may exceed an applicable constitutional or statutory limitation, the CITY will notify the COUNTY, and the parties will cooperate to determine the extent of right-of-way dedication to be required, or an alternative method of securing the needed right-of-way. When enforcing subdivision regulations in the CITY's ETJ, the CITY shall facilitate the COUNTY's road maintenance program by requiring a road standard no less than the standards set out in the Caldwell County Development Ordinance.
4. **CITY Map.** The CITY shall quarterly provide a current map and digital drawing file defining the legal boundaries of its corporate limits and areas of ETJ. A current map as of the date of this Agreement is attached hereto Attachment "A". The CITY shall notify the COUNTY of any changes to the CITY's ETJ within ten (10) business days of the effective date of the change and provide an updated digital drawing file. Notice shall be provided by letter according to Section IV.9, below. A change in the area covered by this Agreement shall not, however, affect any rights accrued under TEX. LOCAL GOV'T CODE Chapter 245 prior to the effective date of the change.

5. **Collaborative interpretation.** The CITY agrees to collaborate with the COUNTY regarding the interpretation of any rule or regulation delegated by the COUNTY under this agreement. Such collaboration may result in the granting of a variance on a case-by-case basis. However, the CITY shall not grant a variance to a COUNTY regulation, including roadway, drainage, right-of-way or dedication provisions, without the consent of the COUNTY. For the purposes of this agreement, consent shall be in writing by the COUNTY Director of Sanitation as required by COUNTY responsibilities defined in this agreement. The COUNTY agrees to not unreasonably withhold consent and to provide a response to the CITY within ten (10) business days, and further the COUNTY agrees that a lack of response after ten (10) business days shall be deemed a consent to the CITY's request.
6. **General Administration.** Administering this Agreement and the contact person for the COUNTY shall be the Director of the Caldwell County Sanitation Department, or his/her representative. Administering this Agreement and the contact person and representative for the CITY shall be the City Manager/Administrator.
7. **Alteration, Amendment or Modification.** This Agreement may not be altered, amended, or modified except in a subsequent writing signed by all Parties to this Agreement. A party seeking to amend this Agreement shall provide written notice of intent to amend to the other Party along with such proposed amendment. No official, agent, employee, or representative of either the COUNTY or the CITY has the authority to alter, amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by either the Caldwell County Commissioners Court or the CITY.
8. **Non-delegated authority retained.** Any specific statutory regulatory authority of either the COUNTY or the CITY not covered or otherwise delegated in this Agreement shall remain the exclusive authority of the original entity.
9. **Notice:** All notices sent pursuant to this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested.
 - a. Notices sent pursuant to this Agreement shall be sent to the Caldwell County Subdivision Coordinator's Office at the following address:

Caldwell County Sanitation Department
1700 FM 2720
Lockhart, Texas 78644
 - b. Notices sent pursuant to this Agreement may be delivered or sent to the CITY at the following address:

City of Umland

Attn: City Administrator
15 North Old Spanish Trail
Uhland Texas, 78640

10. **Severability.** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.
11. **Breach.** The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. Either Party shall be entitled to any and all rights and remedies allowed under Texas law for any breach of this Agreement by the other Party.
12. **Non-Waiver.** The waiver by either Party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by either Party to constitute a waiver of any immunity from suit or liability to which it is entitled- under applicable law.
13. **Entire Agreement; Third Parties.** This Agreement constitutes the entire agreement between the COUNTY and the CITY. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding. This Agreement is not intended to confer any rights on any third parties, and it shall not be construed as conferring any rights on any third parties.
14. **Terms used in Document.** As used in this document, the terms "Interlocal Cooperation Agreement", "Interlocal Agreement", "Agreement", and "Contract" are synonymous.
15. **Non-Defined Terms.** If not specifically defined in this Agreement, words and phrases used in this Agreement shall have their ordinary meaning as defined by common usage.

Caldwell County, Texas

The City of Uhland, Texas

Hoppy Haden
Caldwell County Judge

By: _____
Title: _____

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF UHLAND, TEXAS, ACCEPTING THE CALDWELL
COUNTY TAX ASSESSOR'S 2020 CERTIFIED TAX ROLL**

WHEREAS, Section 26.09 of the Property Tax Code requires approval by the City Council of the City of Uhland appraisal roll with tax amounts entered by the assessor, for the tax year 2020; and

WHEREAS, such roll was presented to the City of Uhland on November 4, 2020 and appears in all things correct as under the applicable laws of Texas; and

WHEREAS, the City Council voted in open session to approve said rolls.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF UHLAND, TEXAS:**

SECTION 1. That the appraisal roll with amounts due totaling \$28,604.42 for the year 2020 is approved and is the tax roll for the City of Uhland for the year 2020.

PASSED AND APPROVED on the 4th day of November 2020.

CITY OF UHLAND

Vicki Hunter, Mayor

ATTEST:

Traci R. McGinley, City Secretary

EXHIBIT 'A'

Caldwell County

2020 LEVY TOTALS

CUH - City of Uhland

Property Count: 193

10/13/2020

3:06:59PM

Land	Value			
Homesite:	4,167,080			
Non Homesite:	4,307,600			
Ag Market:	750,520			
Timber Market:	0	Total Land	(+)	9,225,200

Improvement	Value			
Homesite:	4,876,420			
Non Homesite:	4,078,540	Total Improvements	(+)	8,954,960

Non Real	Count	Value		
Personal Property:	13	587,670		
Mineral Property:	0	0		
Autos:	0	0	Total Non Real	(+)
			Market Value	=
				18,767,830

Ag	Non Exempt	Exempt		
Total Productivity Market:	750,520	0		
Ag Use:	9,550	0	Productivity Loss	(-)
Timber Use:	0	0	Appraised Value	=
Productivity Loss:	740,970	0		18,026,860
			Homestead Cap	(-)
				171,850
			Assessed Value	=
				17,855,010
			Total Exemptions Amount	(-)
			(Breakdown on Next Page)	934,468
			Net Taxable	=
				16,920,542

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	655,577	558,077	717.54	717.54	6		
OV65	1,888,822	1,476,592	1,821.72	1,824.85	17		
Total	2,544,399	2,034,669	2,539.26	2,542.39	23	Freeze Taxable	(-)
Tax Rate	0.175100						2,034,669

Freeze Adjusted Taxable = 14,885,873

Levy Info			
M&O Rate:	0.175100	M&O Tax:	28,604.42
I&S Rate:	0.000000	I&S Tax:	0.00
Protected I&S Rate:	0.000000	Protected I&S Tax:	0.00
		Ag Penalty:	0.00
		PP Late Penalty:	0.00
		Total Levy	28,604.42
Tax Increment Finance Value:			0
Tax Increment Finance Levy:			0.00

2020 LEVY TOTALS

CUH - City of Uhland

Property Count: 193

10/13/2020

3:07:10PM

Exemption Breakdown

Exemption	Count	Local	State	Total
DP	6	60,000	0	60,000
DV1	1	0	12,000	12,000
DV2	1	0	7,500	7,500
DV4	1	0	12,000	12,000
DV4S	1	0	12,000	12,000
DVHS	1	0	136,230	136,230
EX	1	0	27,040	27,040
EX-XV	2	0	176,920	176,920
EX366	3	0	700	700
HS	72	330,078	0	330,078
OV65	17	160,000	0	160,000
	Totals	550,078	384,390	934,468

2020 LEVY TOTALS

CUH - City of Uhland
Grand Totals

Property Count: 193

10/13/2020

3:06:59PM

Land		Value			
Homesite:		4,167,080			
Non Homesite:		4,307,600			
Ag Market:		750,520			
Timber Market:		0	Total Land	(+) 9,225,200	
Improvement		Value			
Homesite:		4,876,420			
Non Homesite:		4,078,540	Total Improvements	(+) 8,954,960	
Non Real		Count	Value		
Personal Property:	13		587,670		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+) 587,670
				Market Value	= 18,767,830
Ag		Non Exempt	Exempt		
Total Productivity Market:	750,520		0		
Ag Use:	9,550		0	Productivity Loss	(-) 740,970
Timber Use:	0		0	Appraised Value	= 18,026,860
Productivity Loss:	740,970		0	Homestead Cap	(-) 171,850
				Assessed Value	= 17,855,010
				Total Exemptions Amount (Breakdown on Next Page)	(-) 934,468
				Net Taxable	= 16,920,542

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	655,577	558,077	717.54	717.54	6			
OV65	1,888,822	1,476,592	1,821.72	1,824.85	17			
Total	2,544,399	2,034,669	2,539.26	2,542.39	23	Freeze Taxable	(-) 2,034,669	
Tax Rate	0.175100							
							Freeze Adjusted Taxable	= 14,885,873

Levy Info				
M&O Rate:	0.175100	M&O Tax:	28,604.42	
I&S Rate:	0.000000	I&S Tax:	0.00	
Protected I&S Rate:	0.000000	Protected I&S Tax:	0.00	
		Ag Penalty:	0.00	
		PP Late Penalty:	0.00	
			Total Levy	28,604.42
Tax Increment Finance Value:				0
Tax Increment Finance Levy:				0.00

2020 LEVY TOTALS

CUH - City of Umland
Grand Totals

Property Count: 193

10/13/2020

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Exemption Breakdown

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EX366	3	0	700	700
HS	72	330,078	0	330,078
OV65	17	160,000	0	160,000
Totals		550,078	384,390	934,468

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UHLAND, TEXAS, REQUESTING TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) INSTALL A CONTINUOUS TURN LANE ON STATE HIGHWAY 21 (SH 21) STARTING AT COTTON GIN ROAD AND CONTINUING UNTIL CONNECTED TO THE CURRENT TURN LANE AT HIGH ROAD

WHEREAS, State Highway 21 (SH 21) is a State of Texas, Department of Transportation (TxDOT) roadway that serves as the main thoroughfare through the City of Uhlанд; and

WHEREAS, state and local governments strive to protect motorists and enhance safety on roads, streets, and highways of the state, particularly the roads, streets, and highways that experience an increased volume of traffic; and

WHEREAS, the traffic volumes on SH 21 have increased; and

WHEREAS, the anticipated growth of the region will heavily impact traffic on SH 21; and

WHEREAS, SH 21 is used as a thoroughfare between Texas State Highway 130 (TX 130) and Texas State Highway 80 (TX 80) to Interstate 35 (I-35) in San Marcos; and

WHEREAS, turning lanes are designed to enhance highway safety, increase road capacity, facilitate orderly movement of traffic, and reduce traffic delays and accidents; and

WHEREAS, turning lanes substantially reduce crashes and reduce rear-end collisions; and

WHEREAS, SH 21 is heavily traveled and turning lanes from Cotton Gin Road to High Road would alleviate traffic congestion and provide easier and safer travel to motorists; and

WHEREAS, in order to help protect the health and safety of all inhabitants the City Council is of the opinion that it is essential that a turn lane be installed on SH 21 from Cotton Gin Road to High Road.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UHLAND, TEXAS

Section 1: That the City Council of the City of Umland; in light of the previously established facts regarding SH 21, issues this Resolution requesting TxDOT undertake the steps necessary to expeditiously implement installation of a continuous turn lane on SH 21 starting at Cotton Gin Road and continuing until connected to the current turn lane High Road.

Section 2: That the City Council of the City of Umland, Texas and the Public hereby urges and requests that TxDOT review the feasibility of installing turning lane on SH 21 from Cotton Gin Road to High Road in Umland, Texas.

Section 3: That TxDOT consider lowering the speed limit in City limits.

Section 4: That a copy of this Resolution is furnished to the TxDOT.

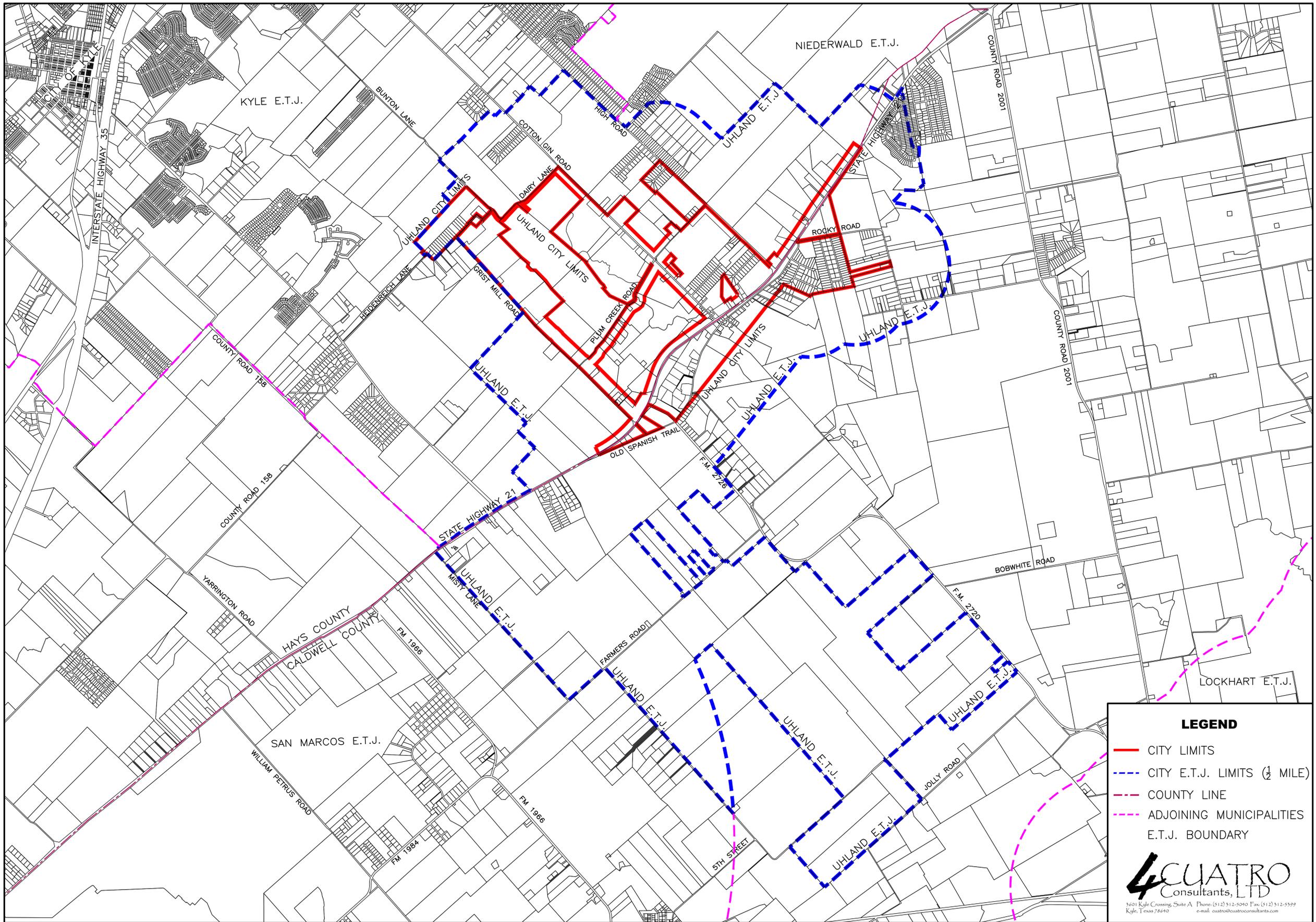
Passed and approved this _____ day of _____ 2020.

CITY OF UHLAND

Vicki Hunter, Mayor

ATTEST:

Traci R. McGinley, City Secretary



0' 2,000'
SCALE 1"=2,000'

CITY LIMIT AND E.T.J. MAP
CITY OF UHLAND
HAYS AND CALDWELL COUNTY

ADDRESS:
CITY OF UHLAND
15 NORTH OLD SPANISH TRAIL
UHLAND, TEXAS 78640

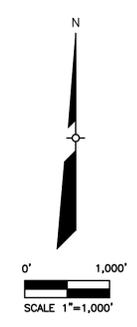
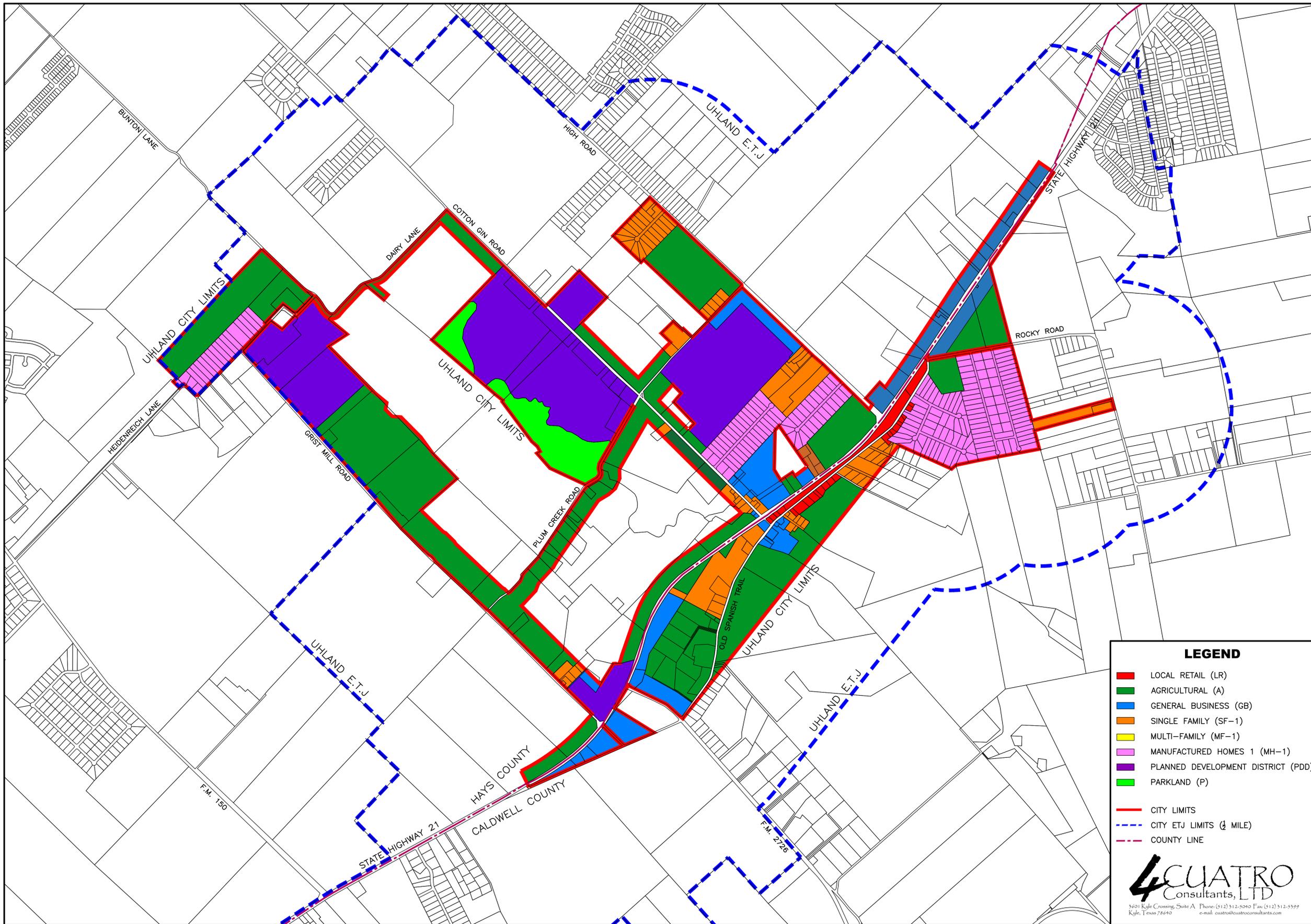
LEGEND

- CITY LIMITS
- - - CITY E.T.J. LIMITS (1/2 MILE)
- - - COUNTY LINE
- - - ADJOINING MUNICIPALITIES E.T.J. BOUNDARY

4 CUATRO
Consultants, LTD

3601 Kyle Crossing, Suite A Phone: (512) 512-5040 Fax: (512) 512-5599
Kyle, Texas 78640 e-mail: cuatro@cuatroconsultants.com

DATE:	NOVEMBER 2, 2020
DRAWING'S NAME:	CITY LIMITS AND ETJ MAP
DESIGN:	CDE
CHECKED:	HE, Jr.
DRAWN:	APPROVED:
CDE	KG



ZONING MAP
CITY OF UMLAND

ADDRESS:
CITY OF UMLAND
15 NORTH OLD SPANISH TRAIL
UMLAND, TEXAS 78640

DATE:	NOVEMBER 2, 2020
DRAWING'S NAME:	ZONING MAP
DESIGN:	CHECKED:
CDE	HE, Jr.
DRAWN:	APPROVED:
CDE	KG

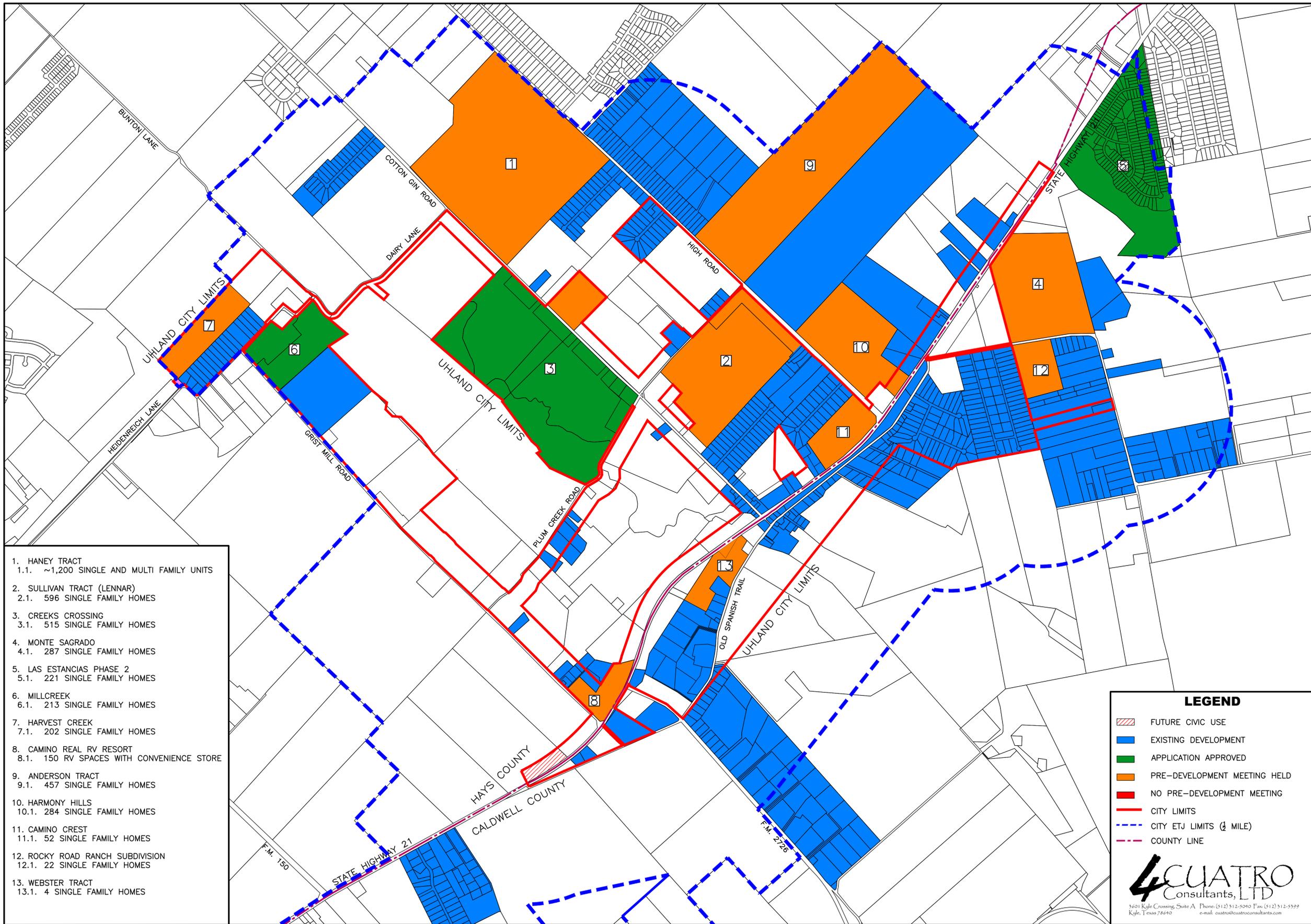
LEGEND

- █ LOCAL RETAIL (LR)
- █ AGRICULTURAL (A)
- █ GENERAL BUSINESS (GB)
- █ SINGLE FAMILY (SF-1)
- █ MULTI-FAMILY (MF-1)
- █ MANUFACTURED HOMES 1 (MH-1)
- █ PLANNED DEVELOPMENT DISTRICT (PDD)
- █ PARKLAND (P)

- CITY LIMITS
- - - CITY ETJ LIMITS (1/4 MILE)
- - - COUNTY LINE

4 CUATRO
Consultants, LTD

3601 Kyle Crossing, Suite A Phone: (512) 312-2040 Fax: (512) 312-5399
Kyle, Texas 78640 e-mail: cuatro@cuatroconsultants.com



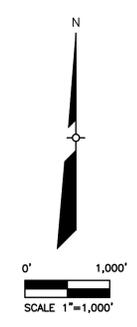
1. HANEY TRACT
1.1. ~1,200 SINGLE AND MULTI FAMILY UNITS
2. SULLIVAN TRACT (LENNAR)
2.1. 596 SINGLE FAMILY HOMES
3. CREEKS CROSSING
3.1. 515 SINGLE FAMILY HOMES
4. MONTE SAGRADO
4.1. 287 SINGLE FAMILY HOMES
5. LAS ESTANCIAS PHASE 2
5.1. 221 SINGLE FAMILY HOMES
6. MILLCREEK
6.1. 213 SINGLE FAMILY HOMES
7. HARVEST CREEK
7.1. 202 SINGLE FAMILY HOMES
8. CAMINO REAL RV RESORT
8.1. 150 RV SPACES WITH CONVENIENCE STORE
9. ANDERSON TRACT
9.1. 457 SINGLE FAMILY HOMES
10. HARMONY HILLS
10.1. 284 SINGLE FAMILY HOMES
11. CAMINO CREST
11.1. 52 SINGLE FAMILY HOMES
12. ROCKY ROAD RANCH SUBDIVISION
12.1. 22 SINGLE FAMILY HOMES
13. WEBSTER TRACT
13.1. 4 SINGLE FAMILY HOMES

LEGEND

- FUTURE CIVIC USE
- EXISTING DEVELOPMENT
- APPLICATION APPROVED
- PRE-DEVELOPMENT MEETING HELD
- NO PRE-DEVELOPMENT MEETING
- CITY LIMITS
- CITY ETJ LIMITS (1/2 MILE)
- COUNTY LINE

4 CUATRO
Consultants, LTD

3601 Kyle Crossing, Suite A Phone: (512) 512-5040 Fax: (512) 512-5599
Kyle, Texas 78640 e-mail: cuatro@cuatroconsultants.com



FUTURE DEVELOPMENT
CITY OF UMLAND

ADDRESS:
CITY OF UMLAND
15 NORTH OLD SPANISH TRAIL
UMLAND, TEXAS 78640

DATE:	OCTOBER 30, 2020
DRAWING'S NAME:	FUTURE DEVELOPMENT
DESIGN:	CDE
CHECKED:	HE, Jr.
DRAWN:	APPROVED:
CDE	KG

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UHLAND, TEXAS AUTHORIZING THE EXECUTION OF A FUNDS TRANSFER AGREEMENT WITH BROADWAY NATIONAL BANK

WHEREAS, the City Council of the City of Uhland, Texas hereby certifies the following:

The name, address, and Federal Tax ID Number of the City is:

Name:	City of Uhland, Texas
Address:	15 N. Old Spanish Trail
City, State, Zip:	Uhland, TX 78640
Federal Tax ID #:	74-2367736

WHEREAS, the City of Uhland, Texas hereby resolves that the persons designated below are hereby authorized to execute a Funds Transfer Agreement with Broadway National Bank, containing such terms and conditions as he/she may determine in his/her sole discretion. Any designation or removal of any persons as authorized agents or representatives of the City in such Funds Transfer Agreement or in conjunction therewith, is hereby authorized, ratified by, and binding upon the City. Further, Broadway National Bank is authorized to honor the instructions of any such designated agent or representative for withdrawal or transfer of funds without inquiry, and City agrees to indemnify and hold the Bank harmless from any losses, damages, and expenses (including reasonable attorneys' fees) suffered as a result of honoring the instructions of those so designated or refusing to honor those instructions not in compliance with the Funds Transfer Agreement.

Printed Name:	Title:	Specimen Signature:
Vicki Hunter	Mayor	_____
Naomi Schrock	Mayor Pro-Tem	_____
Karen Gallaher	City Administrator	_____

WHEREAS, the authority granted herein shall remain in full force and effect until actual receipt and acknowledgment of written notice of the revocation or modification of the authority granted herein.

WHEREAS, the City will immediately inform Broadway National Bank of any change in the business relations, form, or authorized agents of City.

WHEREAS, the City acknowledges that Broadway National Bank, San Antonio, Texas is under no duty to inquire into the circumstances of any transaction authorized herein.

WHEREAS, the City further authorizes and directs Broadway National Bank, San Antonio, Texas, to honor as genuine and authorized any facsimile signature or signatures of

any of the persons named herein and that City assumes full responsibility for any and all actions taken by Broadway National Bank in reliance upon the facsimile signature of any person or persons named herein and agrees to hold harmless and indemnify Broadway National Bank against any and all loss, cost damages or expenses suffered or incurred by Broadway National Bank arising out of the use, misuse or unlawful or unauthorized use by any person of such facsimile signature.

WHEREAS, the City is a Type A General Law Municipality in the State of Texas.

PASSED AND APPROVED on the 4th day of November 2020.

CITY OF UHLAND

Vicki Hunter, Mayor

ATTEST:

Traci R. McGinley, City Secretary