



**Notice and Agenda of Umland City Council Regular Meeting
Wednesday, February 3, 2021 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 100% via Zoom Conference. Attendees 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.

Attendees may join the Zoom Meeting by one of the following methods:

By web:

Join Zoom Meeting

<https://us02web.zoom.us/j/88650784181?pwd=WlloNk1ZbzZQRDlvWXh6eHFhRlhqUT09>

Meeting ID: 886 5078 4181

Passcode: 521802

One tap mobile

+13462487799,,88650784181#,,,,*521802# US (Houston)

+16699009128,,88650784181#,,,,*521802# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC) Meeting ID: 886 5078 4181

Passcode: 521802

Find your local number: <https://us02web.zoom.us/j/kdUSrmLe74>

A. CALL TO ORDER

1. Roll Call
2. Declaration of Quorum

B. PUBLIC COMMENTS

All participants and speakers are hereby reminded of the City's Decorum and Public Comment Policy. Due to the remote nature of this meeting all public comment speakers must submit public comments to the City Administrator at city@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

Public hearings are for public information and input ONLY. No formal action will be taken at this meeting on the items discussed under this heading unless such action is otherwise listed on this agenda as an action item. The hearing(s) will be opened to receive an introduction / report / information from City Staff, then the applicant (if applicable) will be given an opportunity to speak, and then any other interested person(s) will be given an opportunity to provide comment on the hearing topic.

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. January 6, 2020 Regular City Council Meeting Minutes
2. Financials of December 2020

E. 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.

1. Caldwell / Hays Emergency Service District update – Ken Bailey
2. County Line SUD Monthly Report – Daniel Heideman

F. CITY STAFF REPORTS

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

- Update on personal policy revisions
- Update on Old Spanish Trail drainage project, General Land Office
- Update on procurement for TxCDBG grant
- TMRS – March agenda

Coming Up 2021:

- Emergency Management Planning
- Review of Subdivision Ordinance
- Amendment to Fee Schedule
- Amendment to Zoning Ordinance

G. 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.

1. Cluster Mailboxes – update from Staff

H. DISCUSSION AND POSSIBLE ACTION ITEMS

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

1. Personnel Matters:
 - i. Discipline/Removal/Dismissal of Traci McGinley
 - ii. Repeal of Ordinance No. 247
2. Consult with legal counsel regarding the proposed Haney Park Subdivision, Municipal Utility District, and related land development agreements and possible action as determined appropriate in the City Councils discretion. – Paige Saenz - Executive Session
3. SH 21 - Hays County Survey – Cuatro Consultants

4. Traffic Controls in Gristmill Highlands – Grist Mill Highlands HOA President and Cuatro Consultants.
5. City of Umland Meetings & Agenda Policy – Yearly calendar for Development Submittal and Pre-Development Meetings – City Staff
6. City Attorney Contract – Amy Akers
 - i. Review/Amend Contract

I. **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.**

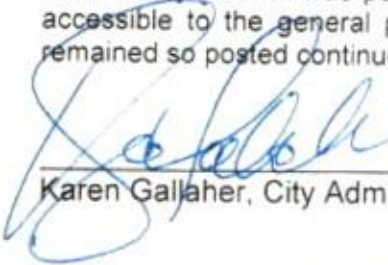
J. **ATTENDANCE BY OTHER ELECTED OR APPOINTED OFFICIALS**

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**

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.



Karen Gallaher, City Administrator

Posted: 1-28, 2021 at 4:30 a.m. / p.m.

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 Karen Gallaher, City Administrator, at 512-398-7399 or email city@uhlandtx.us.



**Minutes of Umland City Council Regular Meeting
Wednesday, January 6, 2021 at 6:00 p.m.**

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

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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.

A. CALL TO ORDER on a Zoom Meeting at 6:04 pm.

- 1. Roll Call Mayor Pro-Tem Schrock conducted the meeting due to the Mayor having surgery, Mark Garonzik, Brian Heideman, Daniel Heideman, Jessica Hodge all present on Zoom also in attendance was Amy Akers Legal, Karen Gallaher City Administrator and Kim Weatherford Umland Assistant.**
- 2. Declaration of Quorum was established meeting proceeded via zoom.**

B. PUBLIC COMMENTS

All participants and speakers are hereby reminded of the City's Decorum and Public Comment Policy. Due to the remote nature of this meeting all public comment speakers must submit public comments to the City Administrator at city@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.

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1. El Camino Ranch RV Resort Planned Development District (PDD) public hearing opened at 6:06 pm closed at 6:07 pm. no comments.

D. CONSENT AGENDA

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1. December 2, 2020 Regular City Council Meeting Minutes

2. Financials of November 2020

Motion made by Mark Garonzik to approve the consent agenda seconded by Brian Heideman, all ayes.

E. 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.

1. County Line SUD Monthly Report - **Daniel Heideman, General manager gave the update for the CLSUD.**

F. CITY STAFF REPORTS

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

Coming Up 2021:

- Emergency Management Planning
- Review of Subdivision Ordinance
- Amendment to Fee Schedule

G. 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.

1. Cluster Mailboxes - **Mark Garonzik requested the item, individual mailbox are causing obstructions in the City of Umland, City Staff will reach out to Postmaster and bring back to City Council.**

H. DISCUSSION AND POSSIBLE ACTION ITEMS

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

1. Ordinance Repealing and Replacing El Camino Ranch RV Resort Planned Development District (PDD) Ordinance No. 240. **Thomas Rhodes was the consultant for the Project and was okay to proceed with Ordinance as well as Hugo Elizondo, City Engineer. All public hearings have been held for the Development. Motion made by Jessica Hodge to repeal and replace Ordinance No. 240 Mark Garonzik seconded. Public Comment by Rosie, Thomas Rhodes gave an update to Rosie as to the commercial acreage changing from 1 acre to 3 acres. All Ayes. Ordinance passed.**
2. Deposit Agreement for professional fees related to the Watermill Public Improvement District and PDD. **Paige Saenz presented the agreement to Council, Scott Miller noted this is for the 88-acre development on SH21 and Grist Mill Road and the development would be bringing utilities to the area. Motion made to approve the deposit agreement for professional fees for the for Watermill PID was made by Mark Garonzik seconded by Brian Heideman. All Ayes. Deposit agreement accepted.**

3. Amendment to Engagement Letter for legal services with The Knight law Firm, LLP. **Paige Saenz presented the amendment for professional service agreement for Municipal Utility Districts to be included in the agreement as an amendment, City Legal did recommend approval. Motion made by Brian Heideman seconded by Jessica Hodge. All ayes, Amendment to agreement passed.**

4. Action to authorize the issuance of a request for qualifications for financial advisor services. **Motion to have staff proceed with posting the RFQ presented by Paige Saenz was made by Brian Heideman seconded by Mark Garonzik. All ayes. RFQ to be posted.**

After moving to discuss items 6, 7, & 8 before Executive Session Chris Elizondo with Cuatro Consultants spoke out of turn and called upon Mayor Pro Tem Schrock. Then he directed a question to the City Legal Akers about a topic on the approval of the Final Plat for Millcreek Phase 3. Akers stated that it's not on the agenda and that if engineering did not have any other recommendations other than to approve, then the city will not have to call a special meeting and would just be allowed to be auto approved through the deadline process. Then Chris stated "Do you want me to go ahead and speak on it now." Akers stated again "It's not on the agenda so we can't discuss it".

5. Personnel Matters:
 - i. Discipline/Removal/Dismissal of Traci McGinley
 - ii. Repeal of Ordinance No. 247

Council entered Executive Session at 7:03 p.m. Zoom login was sent to council by Uhland Legal Akers. Mayor Pro-Tem announced City Council out of Executive Session at 8:16 p.m. No action was taken in Executive Session.

Note to add for executive session being breached.

Executive Session was left open by City Secretary, Traci McGinley on her personal device; all of the public attending the zoom meeting could hear executive session while she was logged into Uhland Legal Executive Session on another personal device.

Council entered back into the City Council meeting at 8:16.

Motion was made by Brian Heideman to provide documentation to the Personal file of Traci McGinley per the amended personnel policy to include documentation of everything in the administrative leave letter due to poor performance and to keep

the employment of Traci McGinley Motioned did not carry, Motion died, legal advised Mayor Pro Tem Schrock to call the motion dead. Mayor Pro Tem stated Motion dead. Daniel Heideman inquired into the contents of Traci's personnel file and Legal then advised Daniel Heideman that with his questions City Council should return to executive session. Jessica Hodge then regretfully made the motion to move forward with the termination of Traci McGinley motion seconded by Naomi Schrock who believes enough has been presented in executive session for termination, Naomi Schrock also believes that it was provided or shown that Amy Akers, City Attorney wouldn't have let it go on this far. Daniel Heideman, Brian Heideman, and Mark Garonzik voted nays Jessica Hodge and Naomi Schrock voted Yea. Motion failed. Legal then stated if no motion to succeed and the item remains as an agenda item, Jessica Hodge then asked what happens to her employment with the City, the administration leave letter expires today she can return to work tomorrow. Naomi Schrock then asked Traci if she was returning to work Thursday, January 7th Traci McGinley response was "No I am not, not if the City Administrator is there I'm concerned for my physical wellbeing". Brian Heideman then stated to keep her on and to present the items in the letter and for her to acknowledge the items in the letter and to add all documents to her file, legal advised that Traci had received the letter and acknowledge it. Mark Garonzik seconded the motion. Discussion was initiated by Jessica Hodge and joined by Brian H. regarding the status of Traci's employment if she does not return to work and unexcused absences. Legal advised if she does not return to work it would be considered termination via resigned for not returning to work. Traci was asked if she understood and she stated "I believe so". Motion passes unanimously for Traci to return to work and for documentation to be put in her personal file for her acknowledgement. Traci was asked if she was returning to work Thursday and she stated "I would have to put that under consideration".

6. Amendment to Personnel Policies

Legal presented to include additional details to management practices and structure and discipline and termination procedures.

Legal presented a redline document presented to council. Personnel Policy to include Employee Relation Committee. Employee Relation Committee will include The Mayor, Mayor Pro-Tem, Legal, and City Administrator. Motion to amend the personnel policy as presented and approve was made by Brian Heideman seconded by Jessica Hodge. All ayes

7. Action to approve Ordinance for providing the participation in the Texas Municipal Retirement System and the supplemental death benefits fund (TMRS), and to make current service and prior service contributions.

Motion to table for staff to bring back to next council meeting and to include a representative of TMRS. Motion to table was made by Brian Heideman seconded by Mark Garonzik. All ayes to table.

8. Action to approve Client Engagement Agreement between the Uhland Economic Development Corporation and the law Office of Victor Garza PLLC "Law Firm".

Uhland legal Reviewed and recommends approval. Motion to approve Client Engagement Agreement with Victor Garza was made by Jessica Hodge seconded by Daniel Heideman. All Ayes, Agreement passed.

I. EXECUTIVE SESSION

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K. ADJOURNMENT

Meeting was adjourned at 8:29 p.m.

Minutes approved February 3, 2021 _____

City of Uhland

BALANCE SHEET

As of December 31, 2020

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10000 City of Uhland Checking	230,438.90
10001 Uhland Money Market Account	48,278.37
10002 Uhland Construction Account	100.00
10003 Uhland Debit Card Account	91.52
10004 TexSTAR Checking	476,258.37
10099 Petty Cash	280.52
Total Bank Accounts	\$755,447.68
Accounts Receivable	
12000 Accounts Receivable (A/R)	121,489.85
Total Accounts Receivable	\$121,489.85
Other Current Assets	
12501 Texas Comptroller Reserves	575.33
Total Other Current Assets	\$575.33
Total Current Assets	\$877,512.86
Fixed Assets	
17001 Machinery & Equipment	21,350.00
Total Fixed Assets	\$21,350.00
TOTAL ASSETS	\$898,862.86
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable (A/P)	10,450.50
Total Accounts Payable	\$10,450.50
Credit Cards	
20501 A/P - Fuelman Mastercard	4,219.96
20503 A/P - Lowes	241.75
Total Credit Cards	\$4,461.71
Other Current Liabilities	
20700 A/P - Jimmy McClintock	9,640.00
22500 Sales Tax Payable	1,050.39
23000 EDC Sales Tax Income Payable	(9.00)
Total Other Current Liabilities	\$10,681.39
Total Current Liabilities	\$25,593.60
Total Liabilities	\$25,593.60
Equity	
30000 Retained Earnings	738,068.57
30001 Opening Balance Equity	118,651.59
Net Income	16,549.10
Total Equity	\$873,269.26
TOTAL LIABILITIES AND EQUITY	\$898,862.86

City of Uhland
INCOME STATEMENT
December 2020

	TOTAL		
	DEC 2020	OCT - DEC, 2020 (YTD)	% OF INCOME
Income			
40010 AD Valorem - Caldwell County	14,188.18	16,640.95	14.68 %
40011 AD Valorem - Hays County		2,845.37	
40050 Sales Tax Revenue	43,987.06	121,655.56	45.53 %
40100 Building Permit Income	11,592.29	62,898.91	12.00 %
40102 OSSF Residential		410.00	
40105 Transportation Fees - Millcreek	1,228.00	1,228.00	1.27 %
40106 Transportation Fee - KB Homes	2,456.00	23,332.00	2.54 %
40155 Billable Expense Income	8,362.55	17,812.01	8.65 %
40200 Solid Waste Services	13,448.73	43,316.98	13.92 %
40201 Franchise Fees		2,209.59	
40202 Solid Waste Services - Restoration/Late Fee		712.95	
40500 Administration Fee Income	1,061.25	3,731.20	1.10 %
40550 Merchant Processing Fee Income	254.83	672.02	0.26 %
40900 Interest Income	42.42	152.21	0.04 %
Total Income	\$96,621.31	\$297,617.75	100.00 %
Cost of Goods Sold			
50050 Sales Tax Income - State Service Fees	880.60	2,434.19	0.91 %
50051 EDC Sales Tax Income Transfers	14,340.20	39,704.39	14.84 %
50155 Billable Expenses	5,497.09	22,037.81	5.69 %
Total Cost of Goods Sold	\$20,717.89	\$64,176.39	21.44 %
GROSS PROFIT	\$75,903.42	\$233,441.36	78.56 %
Expenses			
60051 Computer Expense & Repair	124.23	10,770.73	0.13 %
60053 Continuing Education/Training		585.00	
60055 Contract Labor	2,520.00	20,640.00	2.61 %
60057 Dues Licenses & Subscriptions	426.95	426.95	0.44 %
60059 Employee Morale	191.10	331.72	0.20 %
60063 Fees - Bookkeeping	593.40	1,780.20	0.61 %
60065 Fees - Consulting		600.00	
60071 Fees - Legal	9,587.50	18,560.00	9.92 %
60072 Fees - Meetings	64.78	258.65	0.07 %
60075 Fees - Professional	1,806.20	5,353.97	1.87 %
60078 Fees - Property Tax Collection	669.88	1,423.92	0.69 %
60079 Fees - Waste Collection	7,611.72	29,525.72	7.88 %
60090 INS - Liability		7,838.04	
60091 INS - Employee Benefit Insurance	4,103.60	14,319.55	4.25 %
70020 Bank Charges	34.97	140.22	0.04 %
70030 Merchant Service Fees	133.36	845.93	0.14 %
70060 Meals Expense	22.76	22.76	0.02 %

City of Uhland
INCOME STATEMENT
December 2020

		TOTAL	
	DEC 2020	OCT - DEC, 2020 (YTD)	% OF INCOME
70065 Postage	1,513.90	1,543.60	1.57 %
70070 Rent - Janitorial Equipment		636.00	
70074 Public Works Expenses			
70075 Public Works - Streets	997.24	4,305.79	1.03 %
70079 Uniforms		169.98	
70080 Small Equipment & Tools < \$2,500		770.31	
70083 Fuel	124.03	492.02	0.13 %
Total 70074 Public Works Expenses	1,121.27	5,738.10	1.16 %
70090 Payroll - Expenses			
70091 Payroll - Salaries			
70092 Payroll - Salaries - City Administrator	8,874.06	26,219.95	9.18 %
70094 Payroll - Salaries - City Clerk	4,230.40	16,115.18	4.38 %
70095 Payroll - Salaries - Office Assistant	2,400.00	6,405.00	2.48 %
70096 Payroll - Salaries - Public Works Lead	4,288.48	16,608.17	4.44 %
70097 Payroll - Salaries - Public Works	2,874.31	9,977.01	2.97 %
Total 70091 Payroll - Salaries	22,667.25	75,325.31	23.46 %
70200 Payroll - Taxes	1,734.05	5,762.40	1.79 %
70210 Payroll - Service Fees	123.65	375.22	0.13 %
Total 70090 Payroll - Expenses	24,524.95	81,462.93	25.38 %
70099 Payroll Benefits			
70100 Payroll - Cell Phone Stipend	324.18	1,008.96	0.34 %
Total 70099 Payroll Benefits	324.18	1,008.96	0.34 %
70300 Supplies - Office	2,042.88	9,102.30	2.11 %
70302 Supplies - Maintenance/Community Center		475.82	
70400 Telephone & Internet	253.46	725.38	0.26 %
70450 Travel - Mileage Reimbursements	102.36	235.43	0.11 %
70500 Utilities	648.24	1,485.79	0.67 %
Total Expenses	\$58,421.69	\$215,837.67	60.46 %
NET OPERATING INCOME	\$17,481.73	\$17,603.69	18.09 %
Other Income			
80090 Income - Other	23.03	54.91	0.02 %
80100 Grant Income		14,222.20	
Total Other Income	\$23.03	\$14,277.11	0.02 %
Other Expenses			
80101 Grant Expense		15,331.70	
Total Other Expenses	\$0.00	\$15,331.70	0.00%
NET OTHER INCOME	\$23.03	\$ (1,054.59)	0.02 %
NET INCOME	\$17,504.76	\$16,549.10	18.12 %

City of Umland
INCOME STATEMENT BY CLASS
December 2020

	ADMINISTRATION	BUILDING PERMITS	EDC UHLAND	FUTURE ROADWAY IMPACT FEES	PUBLIC WORKS	SUBDIVISION	WASTE MANAGEMENT	TOTAL
Income								
40010 AD Valorem - Caldwell County					14,188.18			\$14,188.18
40050 Sales Tax Revenue	14,876.88		14,633.74		14,876.88			\$43,987.06
40100 Building Permit Income	50.00	11,542.29						\$11,592.29
40105 Transportation Fees - Millcreek				1,228.00				\$1,228.00
40106 Transportation Fee - KB Homes				2,456.00				\$2,456.00
40155 Billable Expense Income	385.00					7,977.55		\$8,362.55
40200 Solid Waste Services							13,448.73	\$13,448.73
40500 Administration Fee Income	1,011.25	50.00						\$1,061.25
40550 Merchant Processing Fee Income		254.83						\$254.83
40900 Interest Income	42.42							\$42.42
Total Income	\$16,185.33	\$11,847.12	\$14,833.74	\$3,684.00	\$28,864.84	\$7,977.55	\$13,448.73	\$86,821.31
Cost of Goods Sold								
50050 Sales Tax Income - State Service Fees	293.53		293.54		293.53			\$880.60
50051 EDC Sales Tax Income Transfers			14,340.20					\$14,340.20
50155 Billable Expenses	202.36					5,294.74		\$5,497.09
Total Cost of Goods Sold	\$498.88	\$0.00	\$14,833.74	\$0.00	\$293.53	\$5,294.74	\$0.00	\$20,717.88
GROSS PROFIT	\$15,686.45	\$11,847.12	\$0.00	\$3,684.00	\$28,571.31	\$2,682.81	\$13,448.73	\$75,903.42
Expenses								
60051 Computer Expense & Repair	124.23							\$124.23
60055 Contract Labor		2,520.00						\$2,520.00
60057 Dues Licenses & Subscriptions	326.95	100.00						\$426.95
60059 Employee Morale	191.10							\$191.10
60063 Fees - Bookkeeping	593.40							\$593.40
60071 Fees - Legal	9,587.50							\$9,587.50
60072 Fees - Meetings	64.78							\$64.78
60075 Fees - Professional	1,785.61						40.59	\$1,806.20
60078 Fees - Property Tax Collection	669.88							\$669.88
60079 Fees - Waste Collection							7,611.72	\$7,611.72
60091 INS - Employee Benefit Insurance	2,444.18				1,859.42			\$4,303.60
70020 Bank Charges	34.97							\$34.97
70030 Merchant Service Fees		133.36						\$133.36
70060 Meals Expense	22.78							\$22.78
70065 Postage	1,513.90							\$1,513.90
70074 Public Works Expenses								\$0.00
70075 Public Works - Streets					997.24			\$997.24
70083 Fuel					124.03			\$124.03
Total 70074 Public Works Expenses					1,121.27			\$1,121.27
70090 Payroll - Expenses								\$0.00
70091 Payroll - Salaries								\$0.00
70092 Payroll - Salaries - City Administrator	8,874.06							\$8,874.06
70094 Payroll - Salaries - City Clerk	4,230.40							\$4,230.40
70095 Payroll - Salaries - Office Assistant	2,400.00							\$2,400.00
70096 Payroll - Salaries - Public Works Lead					4,288.48			\$4,288.48
70097 Payroll - Salaries - Public Works					2,874.31			\$2,874.31
Total 70091 Payroll - Salaries	15,504.46				7,162.79			\$22,667.25
70200 Payroll - Taxes	1,186.09				547.96			\$1,734.05
70210 Payroll - Service Fees	61.82				61.83			\$123.65
Total 70090 Payroll - Expenses	16,752.37				7,772.58			\$24,524.95
70098 Payroll Benefits								\$0.00
70100 Payroll - Cell Phone Stipend	182.10				142.08			\$324.18
70130 Payroll - Employee Reimbursements	36.42				(36.42)			\$0.00
Total 70098 Payroll Benefits	218.52				105.66			\$324.18
70300 Supplies - Office	2,042.88							\$2,042.88
70400 Telephone & Internet	253.46							\$253.46
70450 Travel - Mileage Reimbursements	102.36							\$102.36
70500 Utilities	461.93				186.31			\$648.24
Total Expenses	\$37,170.78	\$2,783.36	\$0.00	\$0.00	\$10,846.24	\$0.00	\$7,652.31	\$56,421.89
NET OPERATING INCOME	\$ (21,501.33)	\$8,063.76	\$0.00	\$3,684.00	\$17,726.07	\$2,682.81	\$5,796.42	\$17,481.73
Other Income								
80090 Income - Other	17.95						5.08	\$23.03
Total Other Income	\$17.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5.08	\$23.03
NET OTHER INCOME	\$17.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5.08	\$23.03
NET INCOME	\$ (21,483.38)	\$8,063.76	\$0.00	\$3,684.00	\$17,726.07	\$2,682.81	\$5,801.50	\$17,504.76

City of Uhland

FISCAL YTD INCOME STATEMENT BY CLASS

October - December, 2020

	ADMINISTRATION	BUILDING PERMITS	COMMUNITY CENTER	EDC UHLAND	FUTURE ROADWAY IMPACT FEES	PUBLIC WORKS	SUBDIVISION	TX CDBG GRANTS	WASTE MANAGEMENT	TOTAL
Income										
40010 AD Valorem - Caldwell County						16,640.95				\$16,640.95
40011 AD Valorem - Hays County						2,845.37				\$2,845.37
40050 Sales Tax Revenue	40,569.89			40,515.79		40,569.89				\$121,655.56
40100 Building Permit Income	50.00	62,848.91								\$62,898.91
40102 OSSF Residential		410.00								\$410.00
40105 Transportation Fees - Millcreek					1,228.00					\$1,228.00
40106 Transportation Fee - KB Homes					23,332.00		17,427.01			\$23,332.00
40155 Billable Expense Income	385.00									\$17,812.01
40200 Solid Waste Services	2,209.59						43,316.98			\$43,316.98
40201 Franchise Fees							712.95			\$2,209.59
40202 Solid Waste Services - Restoration/Late Fee	3,681.20	50.00								\$3,731.20
40500 Administration Fee Income		672.02								\$672.02
40550 Merchant Processing Fee Income	152.21									\$152.21
40800 Interest Income	\$47,047.89	\$83,980.93		\$0.00	\$24,560.00	\$90,058.20	\$17,427.01	\$0.00		\$244,029.93
Total Income										\$297,617.75
Cost of Goods Sold										
50050 Sales Tax Income - State Service Fees	811.40			811.40						\$2,434.19
50051 EDC Sales Tax Income Transfers				39,704.39						\$39,704.39
50155 Billable Expenses	187.11			300.00			21,550.70			\$22,037.81
Total Cost of Goods Sold	\$985.61	\$0.00		\$40,815.79	\$0.00	\$81.39	\$21,550.70	\$0.00	\$0.00	\$64,178.39
GROSS PROFIT	\$46,049.38	\$83,980.93		\$0.00	\$24,560.00	\$89,244.81	\$ (4,125.89)	\$0.00	\$0.00	\$233,441.36
Expenses										
60051 Computer Expense & Repair	7,173.69	3,125.04						472.00		\$10,770.73
60053 Continuing Education/Training	585.00									\$585.00
60055 Contract Labor		20,640.00								\$20,640.00
60057 Dues Licenses & Subscriptions	326.95	100.00								\$426.95
60059 Employee Morale	275.33					56.39				\$331.72
60063 Fees - Bookkeeping	1,780.20									\$1,780.20
60065 Fees - Consulting	600.00									\$600.00
60071 Fees - Legal	18,560.00									\$18,560.00
60072 Fees - Meetings	258.65									\$258.65
60075 Fees - Professional	5,232.20							121.77		\$5,353.97
60078 Fees - Property Tax Collection	1,423.92									\$1,423.92
60079 Fees - Waste Collection								29,525.72		\$29,525.72
60080 INS - Liability	7,838.04									\$7,838.04
60081 INS - Employee Benefit Insurance	9,090.45									\$14,319.55
70020 Bank Charges	135.22								5.00	\$140.22
70030 Merchant Service Fees		845.83				5,229.10				\$6,074.73
70060 Meals Expense	22.76									\$22.76
70065 Postage	1,543.60									\$1,543.60
70070 Rent - Janitorial Equipment										\$0.00
70074 Public Works Expenses		636.00								\$636.00
70075 Public Works - Streets										\$0.00
70079 Uniforms										\$0.00
70080 Small Equipment & Tools - \$2,500										\$4,305.79
70083 Fuel										\$169.98
Total 70074 Public Works Expenses										\$770.31
										\$492.02
										\$5,758.10

City of Umland

FISCAL YTD INCOME STATEMENT BY CLASS

October - December, 2020

	ADMINISTRATION	BUILDING PERMITS	COMMUNITY CENTER	EDC UMLAND	FUTURE ROADWAY IMPACT FEES	PUBLIC WORKS	SUBDIVISION	TX CDBG GRANTS	WASTE MANAGEMENT	TOTAL
70090 Payroll - Expenses										\$0.00
70091 Payroll - Salaries										\$0.00
70092 Payroll - Salaries - City Administrator	26,219.95									\$26,219.95
70094 Payroll - Salaries - City Clerk	16,115.18									\$16,115.18
70095 Payroll - Salaries - Office Assistant	6,405.00									\$6,405.00
70096 Payroll - Salaries - Public Works Lead						16,608.17				\$16,608.17
70097 Payroll - Salaries - Public Works						9,977.01				\$9,977.01
Total 70091 Payroll - Salaries	48,740.13									\$75,325.31
70200 Payroll - Taxes	3,728.62									\$5,762.40
70210 Payroll - Service Fees	187.60									\$375.22
Total 70090 Payroll - Expenses	62,656.35					26,585.18				\$91,462.96
70099 Payroll Benefits										\$0.00
70100 Payroll - Cell Phone Stipend	582.72									\$1,008.96
70130 Payroll - Employee Reimbursements	36.42									\$0.00
Total 70099 Payroll Benefits	619.14									\$1,008.96
70300 Supplies - Office	9,037.26									\$9,102.30
70302 Supplies - Maintenance/Community Center	475.82									\$475.82
70400 Telephone & Internet	725.38									\$725.38
70450 Travel - Mileage Reimbursements	235.43									\$235.43
70500 Utilities	864.32									\$1,485.79
Total Expenses	\$119,519.71					\$40,948.50				\$215,837.87
NET OPERATING INCOME	\$ (73,470.23)	\$24,710.97	\$ (636.00)	\$ (636.00)	\$0.00	\$0.00	\$ (4,123.69)	\$0.00	\$0.00	\$13,905.44
Other Income										\$0.00
80090 Income - Other	39.48									\$54.91
80100 Grant Income	\$39.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,222.20	\$15.43	\$14,277.11
Total Other Income		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,222.20	\$15.43	\$14,277.11
Other Expenses										\$0.00
80101 Grant Expense										\$0.00
Total Other Expenses		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,331.70	\$0.00	\$15,331.70
NET OTHER INCOME		\$39.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ (1,109.50)	\$15.43	\$ (1,054.59)
NET INCOME	\$ (73,430.95)	\$39,269.96	\$ (636.00)	\$ (636.00)	\$24,560.00	\$18,398.31	\$ (4,123.69)	\$ (1,109.50)	\$13,950.87	\$16,546.10

City of Umland
GENERAL LEDGER
December 2020

DATE	TRANSACTION TYPE	NUM	CUSTOMER	VENDOR	EMPLOYEE	CLASS	MEMO/DESCRIPTION	AMOUNT	BALANCE
10000 City of Umland Checking									
	Beginning Balance								328,922.00
12/01/2020	Deposit								
12/01/2020	Sales Receipt	3408	93 HOMES				88 Permit - 171 Lana Lane	121.08	227,012.92
12/01/2020	Sales Receipt	3408	USTI apcy				waste and recycle income	3,800.00	230,812.92
12/01/2020	Sales Receipt	3407	USTI - BATCH PAYMENTS				88 Permit - 171 Lana Lane	660.14	231,473.07
12/01/2020	Expense	28088464		82 DCO INC.			waste and recycle income	1,605.78	233,078.85
12/02/2020	Expense			WASTE CONNECTION			monthly printer rental for Waste billing	(81.18)	232,997.67
12/02/2020	Tax Payment			IRS			December 2020	(7,211.72)	225,785.95
12/02/2020	Sales Receipt	3410	USTI - BATCH PAYMENTS				Tax Payment for Period: 11/09/2020-11/07/2020	(2,275.01)	223,510.94
12/03/2020	Expense			Merchant Services			waste and recycle income	859.00	224,369.94
12/03/2020	Sales Receipt	3409	MPN < 1500				merchant account for my permit	(1.00)	224,368.94
12/03/2020	Sales Receipt	3411	USTI - BATCH PAYMENTS					114.89	224,483.83
12/04/2020	Payment	1004	JOANNE JARRETT				waste and recycle income	818.80	225,302.63
12/04/2020	Sales Receipt	3414	USTI - BATCH PAYMENTS				MPN 2020-181, 81 N CRT	262.80	225,565.43
12/04/2020	Expense			SPECTRUM BUSINESS			waste and recycle income	360.96	225,926.39
12/04/2020	Sales Receipt	3416	USTI - BATCH PAYMENTS				December 2020	(253.40)	225,672.99
12/07/2020	Sales Receipt	3418	USTI apcy				waste and recycle income	110.12	225,783.11
12/08/2020	88 Payment (Check)	488		LANGFORD COMMUNITY MANAGEMENT SERVICES			waste and recycle income	1,865.48	227,648.59
12/08/2020	88 Payment (Check)	488		HAYS CENTRAL APPRAISAL DIST				(1,300.00)	226,348.59
12/08/2020	88 Payment (Check)	488		EZ STREET COMPANY				(869.88)	225,478.71
12/08/2020	88 Payment (Check)	488		HAYS COUNTY CLERK				(1,170.00)	224,308.71
12/08/2020	Sales Receipt	3417	USTI - BATCH PAYMENTS				waste and recycle income	(100.00)	224,208.71
12/08/2020	88 Payment (Check)	488		TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL				581.04	224,789.75
12/08/2020	88 Payment (Check)	488		DELTA SYSTEMS, LLC				(4,267.86)	220,521.89
12/08/2020	88 Payment (Check)	488		VADIM MUNICIPAL SOFTWARE INC.				(3,284.00)	217,237.89
12/08/2020	88 Payment (Check)	487		Cuevo Consultants, LTD.				(472.00)	216,765.89
12/09/2020	Sales Receipt	3418	USTI - BATCH PAYMENTS				waste and recycle income	(3,616.74)	213,149.15
12/09/2020	Expense	DO		Any Aars				347.07	213,496.22
12/09/2020	Credit Card Credit			Fuelman Fleet Program Master Card		Administration	88 payment	(3,202.00)	210,294.22
12/09/2020	Credit Card Credit			Lowe's		Public Works	Lowe's payment	(3,117.00)	187,177.22
12/09/2020	Deposit		CALDWELL CO APPR					(347.00)	186,830.22
12/09/2020	Sales Receipt	3420	MPN					226.47	187,056.69
12/09/2020	Payroll Check	DO			Gary D. Galaher		Pay Period: 11/09/2020-12/04/2020	4,476.80	191,533.49
12/09/2020	Payroll Check	DO			Karen S. Galaher		Pay Period: 11/09/2020-12/04/2020	(250.00)	191,283.49
12/09/2020	Payroll Check	DO			Gary D. Galaher		Pay Period: 11/09/2020-12/04/2020	(2,838.00)	188,445.49
12/09/2020	Expense			Merchant Services			merchant account for my permit	(1,859.80)	186,585.69
12/09/2020	Sales Receipt	3419	USTI - BATCH PAYMENTS				waste and recycle income	(183.36)	186,402.33
12/09/2020	Payroll Check	DO			Matthew Hodge		Pay Period: 11/09/2020-12/04/2020	60.00	186,462.33
12/09/2020	Payroll Check	DO			Kimberly D. Weatherford		Pay Period: 11/09/2020-12/04/2020	(1,281.00)	185,181.33
12/09/2020	Sales Receipt	3420	USTI apcy				waste and recycle income	(1,148.00)	184,033.33
12/09/2020	Payroll Check	DO			Traci R. McKinley		Pay Period: 11/09/2020-12/04/2020	1,228.88	185,262.21
12/09/2020	Sales Receipt	3427	USTI apcy				waste and recycle income	(1,867.47)	183,394.74
12/09/2020	Expense			USPS			Postage for monthly train postcards- Jan thru Sept	226.89	183,621.63
12/09/2020	Sales Receipt	3428	USTI - BATCH PAYMENTS				waste and recycle income	(1,170.00)	182,451.63
12/09/2020	Sales Receipt	3429	USTI - BATCH PAYMENTS				waste and recycle income	276.82	182,728.45
12/09/2020	Payment	127885	Sun Communities				Sun Communities Payment - Creeks Crossing	112.00	182,840.45
12/09/2020	Expense			COUNTY LINE SUD			waste bill	(28.00)	182,812.45
12/09/2020	Expense	3820011727		TEXAS COMPTROLLER OF PUBLIC ACCOUNTS			Waste and recycle sales tax pymt	(1,211.30)	181,601.15
12/09/2020	Sales Receipt	3430	USTI apcy				waste and recycle income	427.70	182,028.85
12/09/2020	Sales Receipt	3431	USTI - BATCH PAYMENTS				waste and recycle income	105.02	182,133.87
12/09/2020	Deposit			TEXAS COMPTROLLER			Sales Tax Income	16,000.01	198,133.88
12/09/2020	Sales Receipt	3426	93 HOMES				88 Permit - 204 Lana Lane	4,618.00	202,751.88
12/09/2020	Deposit		CALDWELL CO APPR				Checking to Fuelman	(85,000.00)	117,751.88
12/09/2020	Sales Receipt	3443	USTI - BATCH PAYMENTS				88-vehicle income	2,877.00	120,628.88
12/09/2020	Tax Payment			IRS			waste and recycle income	300.87	120,929.75
12/07/2020	Sales Receipt	3444	USTI - BATCH PAYMENTS				Tax Payment for Period: 12/09/2020-12/11/2020	(2,275.80)	118,653.95
12/07/2020	Expense			FUELMAN			waste and recycle	(6.48)	118,647.47
12/07/2020	Expense			UMLAND ECONOMIC DEVELOPMENT CORPORATION (EDC)			Nov & Dec fraud protection fees	(30.00)	118,617.47
12/07/2020	Expense						Sales tax income - December	(1,349.00)	117,268.47
12/17/2020	Payment	57944	AUS-TEXVILLAGE HOMES					800.00	118,068.47
12/17/2020	Sales Receipt	3477	MPN				88 Permit and driveway	2,062.00	120,130.47
12/18/2020	Expense			THE MULTI-STATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL			monthly employee insurance	(4,100.00)	116,030.47
12/18/2020	Sales Receipt	3448	USTI - BATCH PAYMENTS				waste and recycle income	86.12	116,116.59
12/18/2020	Payroll Check	DO			Karen S. Galaher		Pay Period: 12/14/2020-12/09/2020	(2,448.80)	113,667.79
12/21/2020	Payment	13854	WISHE Properties					360.00	114,027.79
12/21/2020	Expense			BLUEBONNET ELECTRIC			electric bill	(945.24)	113,082.55
12/21/2020	Sales Receipt	3448	USTI apcy				waste and recycle income	278.86	113,361.41
12/23/2020	Sales Receipt	3448	USTI - BATCH PAYMENTS				waste and recycle income	321.48	113,682.89
12/23/2020	Sales Receipt	3447	USTI - BATCH PAYMENTS				waste and recycle income	121.65	113,804.54
12/29/2020	Tax Payment			IRS			Tax Payment for Period: 12/18/2020-12/18/2020	(787.41)	113,017.13
12/29/2020	Payroll Check	DO			Karen S. Galaher		Pay Period: 12/14/2020-12/09/2020	2,460.00	115,477.13
12/29/2020	Payroll Check	DO			Kimberly D. Weatherford		Pay Period: 12/14/2020-12/09/2020	(1,266.12)	114,211.01
12/29/2020	Payroll Check	DO			Matthew Hodge		Pay Period: 12/14/2020-12/09/2020	(1,260.75)	112,950.26
12/29/2020	Payroll Check	DO			Traci R. McKinley		Pay Period: 12/14/2020-12/09/2020	(81.81)	112,868.45
12/29/2020	Payroll Check	DO			Gary D. Galaher		Pay Period: 12/14/2020-12/09/2020	(216.00)	112,652.45
12/29/2020	Payroll Check	DO			Gary D. Galaher		Pay Period: 12/14/2020-12/09/2020	(1,326.94)	111,325.51
12/29/2020	Sales Receipt	3449	USTI - BATCH PAYMENTS				waste and recycle income	186.04	111,511.55
12/29/2020	Sales Receipt	3450	USTI apcy				waste and recycle income	186.04	111,697.59
12/29/2020	Payment	check 10013	RANCH ROAD DEVELOPMENT				Ranch Road Development	130.00	111,827.59
12/29/2020	Payment	check 10198	RANCH ROAD DEVELOPMENT				Ranch Road Development	1,427.00	110,400.59
12/29/2020	Payment	check 10198	RANCH ROAD DEVELOPMENT				Ranch Road Development	2,211.00	108,189.59
12/29/2020	Payment	check 10013	RANCH ROAD DEVELOPMENT				Ranch Road Development	2,763.00	105,426.59
12/29/2020	Payment	3090	Bar Hepper					745.07	106,171.66
12/29/2020	Sales Receipt	3451	USTI - BATCH PAYMENTS				waste and recycle income	545.17	106,716.83
12/29/2020	Sales Receipt	3450	USTI - BATCH PAYMENTS				waste and recycle income	1,516.44	108,233.27
12/29/2020	Sales Receipt	3452	USTI - BATCH PAYMENTS				waste and recycle income	1,232.02	109,465.29
12/29/2020	Payment	1000	The Old El Camino Main Court and Campground					3,894.35	113,359.64
12/29/2020	Payment	127948	Sun Communities					1,375.27	114,734.91
12/30/2020	Sales Receipt	3454	USTI - BATCH PAYMENTS				waste and recycle income	822.86	115,557.77
12/30/2020	Tax Payment			IRS			Tax Payment for Period: 12/23/2020-12/23/2020	(2,275.21)	113,282.56
12/31/2020	Deposit		CALDWELL CO APPR				Ad Valorem - Caldwell County	86.41	113,368.97
12/31/2020	Deposit		CALDWELL CO APPR				Ad Valorem - Caldwell County	2,111.84	115,480.81
12/31/2020	Journal Entry	JE				Public Works	Reverse deposit dated 12/31	(2,375.40)	113,105.41
12/31/2020	Deposit			FLNB			Interest Income	0.81	113,106.22
12/31/2020	Deposit		CALDWELL CO APPR				Ad Valorem - Caldwell County	2,875.40	115,981.62
12/31/2020	Deposit		CALDWELL CO APPR				Ad Valorem - Caldwell County	225.47	116,207.09
12/31/2020	Deposit		CALDWELL CO APPR				Ad Valorem - Caldwell County	380.32	116,587.41
12/31/2020	Deposit		CALDWELL CO APPR				Ad Valorem - Caldwell County	83.65	116,671.06
12/31/2020	Deposit		CALDWELL CO APPR				Ad Valorem - Caldwell County	2,275.10	118,946.16
12/31/2020	Journal Entry	JE				Public Works	Ad Valorem - Caldwell County	6,230.00	125,176.16
12/31/2020	Deposit		CALDWELL CO APPR				Reverse deposit dated 12/31	(598.47)	124,577.69
12/31/2020	Deposit		CALDWELL CO APPR				Ad Valorem - Caldwell County	37.27	124,614.96
Total for 10000 City of Umland Checking									
10001 Umland Money Market Account									
	Beginning Balance								80,916.00
Total for 10000 City of Umland Checking									
10001 Umland Money Market Account									
	Beginning Balance								48,272.22

City of Uhlend
GENERAL LEDGER
December 2020

DATE	TRANSACTION TYPE	NUM	CUSTOMER	VENDOR	EMPLOYEE	CLASS	MEMO DESCRIPTION	AMOUNT	BALANCE	
12/01/2020	Deposit			FLNB				6.18	48,276.57	
Total for 10001 Uhlend Library Market Account										
10002	Uhlend Construction Account							85.58		
Total for 10002 Uhlend Construction Account										
10003	Uhlend Debt Card Account							66.52		
12/01/2020	Expense			FLNB				(5.00)	61.52	
Total for 10003 Uhlend Debt Card Account										
10004	TestSTAR Checking							6 (5.00)		
12/15/2020	Transfer								49,231.71	
12/15/2020	Deposit		TestSTAR				Checking to TestStar	25,000.00	478,231.71	
							Interest Income	25.98	478,258.57	
Total for 10004 TestSTAR Checking										
10005	Petty Cash								421.58	
12/01/2020	Deposit						Deposit from Petty Cash to Checking	(121.22)	290.36	
Total for 10005 Petty Cash										
10000	Accounts Receivable (AP)								125,819.28	
12/04/2020	Payment	1004	JOANNE JARRETT					(382.92)	126,202.20	
12/04/2020	Invoice	3412	JOANNE JARRETT					382.92	126,585.12	
12/14/2020	Payment	1679666	Sun Communities				MP#6 2020-161, S1 N DET	(3,331.62)	123,253.50	
12/15/2020	Invoice	3439	Bar Hopper					385.00	123,638.50	
12/15/2020	Invoice	3443	WHEBE Properties					1,370.27	125,008.77	
12/15/2020	Invoice	3438	Sun Communities					395.00	125,403.77	
12/15/2020	Invoice	3438	KP KRONENBERG					0.00	125,403.77	
12/15/2020	Invoice	3435	JAKE SULLIVAN				Voiced	376.75	125,780.52	
12/15/2020	Invoice	3434	Cap Development LLC					3,864.25	130,232.77	
12/15/2020	Invoice	3432	The Old El Camino Mesa Court and Campground					1,889.60	134,831.37	
12/15/2020	Invoice	3441	RANCH ROAD DEVELOPMENT					77.00	134,908.37	
12/15/2020	Invoice	3438	Josh Thomson					428.20	135,336.57	
12/15/2020	Invoice	3442	WALTON DEVELOPMENT AND MANAGEMENT						134.00	135,470.57
12/17/2020	Payment	57544	Rocky Road Subdivision					(570.20)	134,900.37	
12/21/2020	Payment	13854	AUS-TEXVILLAGE HOMES					(386.00)	134,514.37	
12/23/2020	Payment	check 10196	WHEBE Properties					(1,467.00)	133,047.37	
12/23/2020	Payment	check 10196	RANCH ROAD DEVELOPMENT					(2,811.82)	130,235.55	
12/23/2020	Payment	check 10213	RANCH ROAD DEVELOPMENT					(2,783.22)	127,452.33	
12/23/2020	Payment	check 10213	RANCH ROAD DEVELOPMENT					(102.00)	127,350.33	
12/28/2020	Payment	1576445	Sun Communities					(1,375.27)	125,975.06	
12/28/2020	Payment	5060	Bar Hopper					(746.67)	125,228.39	
12/28/2020	Payment	1006	The Old El Camino Mesa Court and Campground					(3,894.38)	121,334.01	
Total for 10000 Accounts Receivable (AP)										
12/01/2020	Beginning Balance								0	
12/15/2020	Deposit		TEXAS COMPTROLLER				Current Retained - 20 City Portion	575.33	1,264.81	
12/15/2020	Deposit		TEXAS COMPTROLLER				Prior Retained - 20 City Portion	(486.48)	578.33	
Total for 10001 Texas Comptroller Reserves										
17001	Machinery & Equipment								21,260.00	
20000	Accounts Payable (AP)								10,266.00	
12/01/2020	Bill			HAYS CENTRAL APPRAISAL DIST			2021 annual 011	898.88	10,266.00	
12/01/2020	Bill	1018810		Guero Consultants, LTD.			City of Uhlend, Code Review	1,898.60	12,164.60	
12/01/2020	Bill	11302011		Guero Consultants, LTD.			City of Uhlend, ETC Map OCL 20-208	301.30	12,465.90	
12/04/2020	Bill	numerous		Guero Consultants, LTD.				2,426.74	14,892.64	
12/08/2020	Bill Payment (Check)	4558		DELTA SYSTEMS, LLC				(3,561.00)	11,331.64	
12/08/2020	Bill Payment (Check)	4564		VADM MUNICIPAL SOFTWARE INC.				(478.00)	10,853.64	
12/08/2020	Bill Payment (Check)	4563		TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL				(4,307.88)	6,545.76	
12/08/2020	Bill Payment (Check)	4567		Guero Consultants, LTD.				(3,815.74)	2,729.92	
12/08/2020	Bill Payment (Check)	4561		HAYS COUNTY CLERK				(102.00)	2,627.92	
12/08/2020	Bill Payment (Check)	4566		EZ STREET COMPANY				(1,170.00)	1,457.92	
12/08/2020	Bill Payment (Check)	4560		HAYS CENTRAL APPRAISAL DIST				(889.88)	568.04	
12/08/2020	Bill Payment (Check)	4562		LANGFORD COMMUNITY MANAGEMENT SERVICES				(1,000.00)	468.04	
12/08/2020	Bill	ord 883		HAYS COUNTY CLERK				100.00	568.04	
12/10/2020	Bill	0P60257186		TEXAS COMMISSION ON ENVIRONMENTAL QUALITY			Storm water permit renewal 2021	100.00	668.04	
12/15/2020	Bill	8205		PATHMARK TRAFFIC PRODUCT			Flat Wrecks, cross flat blade, POZ bob socket & POZ lock wedge	235.00	903.04	
12/17/2020	Bill	31210145		DBRA			2020 - 2021 dues	110.00	1,013.04	
12/01/2020	Bill	12212003		Guero Consultants, LTD.				330.00	1,343.04	
12/01/2020	Bill	12212001		Guero Consultants, LTD.				330.00	1,673.04	
12/01/2020	Bill	12212002		Guero Consultants, LTD.				452.00	2,125.04	
12/02/2020	Bill	01581101		Guero Consultants, LTD.				188.00	2,313.04	
12/02/2020	Bill	2015		Amy Aries			City of Uhlend, Pre-Development Meeting, HWY 21	7,887.20	10,200.24	
12/01/2020	Bill	10033		RELIABLE TIRE DISPOSAL				167.00	10,367.24	
12/01/2020	Bill	13424		DELTA SYSTEMS, LLC			TIRE Disposal technical support	126.00	10,493.24	
Total for 20000 Accounts Payable (AP)										
20001	AP - Fuelman Mastercard								2,260.56	
12/01/2020	Expense			Lowes			supplies	14.84	2,275.40	
12/01/2020	Expense			CALDWELL COUNTY CLERK			Ordinance 2011 Recorded	85.00	2,360.40	
12/01/2020	Expense			Best Buy			Volo TV for council chambers	160.00	2,520.40	
12/01/2020	Expense			USPS			certified letter to Judge Rubin Sacems	6.85	2,527.25	
12/03/2020	Expense			Charmain Trail BBQ			meeting with Lawyer	48.79	2,576.04	
12/04/2020	Credit Card			Fuelman Fuel Program Master Card			Refuse Refersnce # 20395700	(17.66)	2,558.38	
12/04/2020	Expense			AMAZON			groceries	16.88	2,575.26	
12/04/2020	Expense	7002		MARTINDALE'S GUADALUPE GAS CO			gas delivery, 200 gallons	262.00	2,837.26	
12/04/2020	Expense			USPS			certified letter - Certified City Sanitation	6.85	2,844.11	
12/04/2020	Expense			USPS			Bulk Letter and stamps for office	280.00	3,124.11	
12/07/2020	Expense			ZOOM			zoom meeting	15.88	3,140.00	
12/07/2020	Expense			Lowes			supplies	80.84	3,220.84	
12/08/2020	Expense	RA2703		SAN MARCOS DAILY RECORD			public notices	202.26	3,423.10	
12/08/2020	Expense		FOOD LOOD MARKET				fuel	32.72	3,455.82	
12/08/2020	Credit Card			Fuelman Fuel Program Master Card			Bill Payment	(3,117.25)	338.57	
12/10/2020	Expense			BH BOOKKEEPERS			December services	895.40	1,233.97	
12/10/2020	Expense			Huckberry Notary			Notary, Kimberly Weatherford	210.00	1,443.97	
12/10/2020	Expense			AMAZON			Security Safes	100.00	1,543.97	
12/10/2020	Expense			AMAZON			office supplies	194.18	1,738.15	

City of Uhland
GENERAL LEDGER
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DATE	TRANSACTION TYPE	NUM	CUSTOMER	VENDOR	EMPLOYEE	CLASS	MEMO/DESCRIPTION	AMOUNT	BALANCE
10/1/2020	Expense		POCO LOCO MARKET				fuel	28.88	2,094.52
10/1/2020	Expense			AMAZON			Amazon charge on another amazon account. We received credit in 3-4 business days. Card has been cancelled for any other purchases moving forward.	14.08	2,048.88
10/14/2020	Expense			827 DOC INC.			Road Overage	18.52	2,098.10
10/14/2020	Expense			Adobe			monthly fee	18.23	2,094.33
10/14/2020	Expense			INTLIT			monthly payroll service	123.66	2,207.29
10/14/2020	Expense			WALMART			oil	-41.87	2,095.86
10/15/2020	Expense			Planet Cash			Ref # 20200209	-12.07	2,083.80
10/15/2020	Expense			PATHMARK TRAFFIC PRODUCT			street signs	1,021.00	3,020.82
10/15/2020	Expense			PATHMARK TRAFFIC PRODUCT			fuel	-411.80	2,549.29
10/17/2020	Credit Card	refund to us		PATHMARK TRAFFIC PRODUCT			refund of sign order	(1,081.26)	2,551.23
10/17/2020	Expense		POCO LOCO MARKET				fuel	39.23	2,553.87
10/17/2020	Expense	80724		Best Buy			router	424.88	2,798.88
10/17/2020	Expense	100058828		Contractor Resource			2015 International Codes Complete Collection	1,280.00	4,028.88
10/23/2020	Expense			HEB			Christmas luncheon	175.24	4,154.10
10/23/2020	Expense			HEB			Christmas luncheon	65.88	4,219.98
Total for 2020 AP - Puddin' Mastercard									21,325.62
2020 AP - Lores									
Beginning Balance									159.80
12/1/2020	Expense			Lores			supplies	193.68	347.68
12/06/2020	Expense			Lores			supplies	89.88	447.40
12/06/2020	Credit Card			Lores			monthly bill payment	(347.55)	99.85
12/15/2020	Expense			Lores			supplies	141.90	241.75
Total for 2020 AP - Lores									948.13
2070 AP - Jimmy McClintock									
Beginning Balance									7,192.00
10/1/2020	Journal Entry	Jimmy McClintock				Building Permits	Record J McClintock Payable - sales receipt 3428 KS HOMES	800.00	7,792.00
10/23/2020	Journal Entry	max 100054.41				Building Permits	Record J McClintock Payable - sales receipt 3422 3423 3424 3425 permits less than 1500. 00	120.00	7,642.00
10/27/2020	Journal Entry	Jimmy McClintock				Building Permits	OR Horton - Sales Receipt 3421	800.00	8,442.00
10/15/2020	Journal Entry	Jimmy McClintock				Building Permits	Record J McClintock Payable - sales receipt 3428 KS HOMES	800.00	9,042.00
10/17/2020	Journal Entry	Jimmy McClintock				Building Permits	Record J McClintock Payable - sales receipt 3477	800.00	9,842.00
Total for 2070 AP - Jimmy McClintock									92,862.00
2020 Direct Deposit Payable									
10/1/2020	Payroll Check	DD		Kimberly D. Weatherford			Direct Deposit	(1,148.02)	(1,148.02)
10/1/2020	Payroll Check	DD		Karen S. Galleher			Direct Deposit	(2,568.05)	(3,804.07)
10/1/2020	Payroll Check	DD		Traci R. McGinley			Direct Deposit	(1,887.47)	(5,641.94)
10/1/2020	Payroll Check	DD		Kimberly D. Weatherford			Pay Period: 11/05/2020-11/06/2020	1,148.02	(4,303.92)
10/15/2020	Payroll Check	DD		Karen S. Galleher			Pay Period: 11/05/2020-11/06/2020	2,568.05	(1,807.47)
10/15/2020	Payroll Check	DD		Gary D. Galleher			Pay Period: 11/05/2020-11/06/2020	1,589.38	(327.54)
10/15/2020	Payroll Check	DD		Matthew Hodge			Direct Deposit	(1,261.82)	(1,389.37)
10/15/2020	Payroll Check	DD		Matthew Hodge			Pay Period: 11/05/2020-11/06/2020	1,261.83	(977.94)
10/15/2020	Payroll Check	DD		Gary D. Galleher			Direct Deposit	(582.04)	(977.94)
10/15/2020	Payroll Check	DD		Gary D. Galleher			Direct Deposit	(1,690.88)	(2,137.47)
10/15/2020	Payroll Check	DD		Gary D. Galleher			Direct Deposit 2	980.00	(1,887.47)
10/15/2020	Payroll Check	DD		Traci R. McGinley			Pay Period: 11/05/2020-11/06/2020	1,887.47	0.00
10/15/2020	Payroll Check	DD		Karen S. Galleher			Direct Deposit	(2,448.88)	(2,448.88)
10/15/2020	Payroll Check	DD		Karen S. Galleher			Pay Period: 10/15/2020-10/23/2020	2,448.88	0.00
10/15/2020	Payroll Check	DD		Gary D. Galleher			Direct Deposit 2	260.00	260.00
10/15/2020	Payroll Check	DD		Kimberly D. Weatherford			Direct Deposit	(1,086.12)	(845.12)
10/23/2020	Payroll Check	DD		Matthew Hodge			Direct Deposit	(1,260.72)	(2,105.87)
10/23/2020	Payroll Check	DD		Gary D. Galleher			Direct Deposit	(520.00)	(2,625.87)
10/23/2020	Payroll Check	DD		Karen S. Galleher			Direct Deposit	(1,086.94)	(3,816.81)
10/23/2020	Payroll Check	DD		Karen S. Galleher			Pay Period: 10/15/2020-10/23/2020	2,448.34	(1,438.87)
10/23/2020	Payroll Check	DD		Matthew Hodge			Pay Period: 10/15/2020-10/23/2020	1,260.78	(271.78)
10/23/2020	Payroll Check	DD		Gary D. Galleher			Pay Period: 10/15/2020-10/23/2020	1,260.54	1,308.18
10/23/2020	Payroll Check	DD		Traci R. McGinley			Direct Deposit	(1,261.02)	(402.57)
10/23/2020	Payroll Check	DD		Karen S. Galleher			Direct Deposit	(2,480.50)	(1,348.17)
10/23/2020	Payroll Check	DD		Kimberly D. Weatherford			Pay Period: 10/15/2020-10/23/2020	1,086.19	(1,861.00)
10/23/2020	Payroll Check	DD		Traci R. McGinley			Pay Period: 10/15/2020-10/23/2020	1,861.00	0.00
Total for 2020 Direct Deposit Payable									95.00
2020 Sales Tax Payable									
10/1/2020	Journal Entry	JE		TEXAS COMPTROLLER OF PUBLIC ACCOUNTS		Waste Management	Record sales tax payable - November	1,216.40	1,216.40
10/15/2020	Expense	3502007127		TEXAS COMPTROLLER OF PUBLIC ACCOUNTS		Waste Management	Waste and recycle sales tax pymt	(1,216.40)	0.00
10/1/2020	Journal Entry	JE		TEXAS COMPTROLLER OF PUBLIC ACCOUNTS		Waste Management	Record sales tax payable - December	1,060.39	1,060.39
Total for 2020 Sales Tax Payable									91,290.39
2020 EDC Sales Tax Income Payable									
10/15/2020	Journal Entry	JE		UH-LAND ECONOMIC DEVELOPMENT CORPORATION (EDC)		EDC Uhland	Record EDC Sales Tax Income Transfer - December	14,340.20	14,340.20
10/17/2020	Expense			UH-LAND ECONOMIC DEVELOPMENT CORPORATION (EDC)		EDC Uhland	Sales tax income - December	(14,340.20)	(9.00)
Total for 2020 EDC Sales Tax Income Payable									9.00
2400 Payroll Liabilities									
24001 Payroll - Texas Federal (941944)									
Beginning Balance									2,276.80
10/01/2020	Tax Payment			IRS			Federal Taxes (941944)	(2,276.80)	0.00
10/1/2020	Payroll Check	DD		Karen S. Galleher			Federal Taxes (941944)	737.48	737.48
10/1/2020	Payroll Check	DD		Gary D. Galleher			Federal Taxes (941944)	533.47	1,270.95
10/1/2020	Payroll Check	DD		Matthew Hodge			Federal Taxes (941944)	322.42	1,603.84
10/1/2020	Payroll Check	DD		Traci R. McGinley			Federal Taxes (941944)	425.88	2,018.88
10/1/2020	Payroll Check	DD		Kimberly D. Weatherford			Federal Taxes (941944)	257.55	2,276.80
10/15/2020	Tax Payment			IRS			Federal Taxes (941944)	(2,276.80)	0.00
10/15/2020	Payroll Check	DD		Karen S. Galleher			Federal Taxes (941944)	737.41	737.41
10/23/2020	Tax Payment			IRS			Federal Taxes (941944)	(737.41)	0.00
10/23/2020	Payroll Check	DD		Gary D. Galleher			Federal Taxes (941944)	532.05	132.26
10/23/2020	Payroll Check	DD		Traci R. McGinley			Federal Taxes (941944)	425.88	558.11
10/23/2020	Payroll Check	DD		Karen S. Galleher			Federal Taxes (941944)	737.42	1,295.54
10/23/2020	Payroll Check	DD		Kimberly D. Weatherford			Federal Taxes (941944)	257.83	1,554.17
10/23/2020	Payroll Check	DD		Matthew Hodge			Federal Taxes (941944)	322.04	2,076.21
10/23/2020	Tax Payment			IRS			Federal Taxes (941944)	(2,076.21)	0.00
Total for 24001 Payroll - Texas Federal (941944)									9.00
24003 Payroll - Texas - BUTA									
10/1/2020	Payroll Check	DD		Traci R. McGinley			TX Unemployment Tax	0.00	0.00
10/23/2020	Payroll Check	DD		Traci R. McGinley			TX Unemployment Tax	0.00	0.00
Total for 24003 Payroll - Texas - BUTA									0.00
Total for 24000 Payroll Liabilities									9.00
24010 Payroll - Miscellaneous Deduction									
10/1/2020	Payroll Check	DD		Gary D. Galleher			Miscellaneous Deduction	0.00	0.00
10/1/2020	Payroll Check	DD		Kimberly D. Weatherford			Miscellaneous Deduction	0.00	0.00
10/23/2020	Payroll Check	DD		Gary D. Galleher			Miscellaneous Deduction	0.00	0.00
10/23/2020	Payroll Check	DD		Kimberly D. Weatherford			Miscellaneous Deduction	0.00	0.00
Total for 24010 Payroll - Miscellaneous Deduction									0.00
24012 Payroll - Waste 98									

City of Uhland
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DATE	TRANSACTION TYPE	NUM	CUSTOMER	VENDOR	EMPLOYEE	CLASS	MEMO DESCRIPTION	AMOUNT	BALANCE
18100000	Payroll Check	DO			Gary D. Gelsler		waste DE	0.00	0.00
18030000	Payroll Check	DO			Gary D. Gelsler		waste DE	0.00	0.00
Total for 34018 Payroll - Waste DE									0.00
30000 Retained Earnings									60.00
Beginning Balance									794,068.57
Total for 30000 Retained Earnings									794,068.57
30001 Opening Balance Equity									118,011.88
Beginning Balance									118,011.88
Total for 30001 Opening Balance Equity									118,011.88
40010 AD Valerem - Caldwell County									2,482.77
Beginning Balance									2,482.77
12000000	Deposit		CALDWELL CO APPR			Public Works		206.47	2,679.24
19190000	Deposit		CALDWELL CO APPR			Public Works		3,977.50	6,656.74
12000000	Deposit		CALDWELL CO APPR			Public Works	Ad Valerem - Caldwell County	89.95	6,746.69
12000000	Deposit		CALDWELL CO APPR			Public Works	Ad Valerem - Caldwell County	318.92	6,114.71
12000000	Deposit		CALDWELL CO APPR			Public Works	Ad Valerem - Caldwell County	216.47	6,341.18
12000000	Deposit		CALDWELL CO APPR			Public Works	Ad Valerem - Caldwell County	2,875.40	6,316.58
12000000	Deposit		CALDWELL CO APPR			Public Works	Ad Valerem - Caldwell County	6,333.59	15,580.17
12000000	Deposit		CALDWELL CO APPR			Public Works	Ad Valerem - Caldwell County	86.41	15,666.58
12000000	Deposit		CALDWELL CO APPR			Public Works	Ad Valerem - Caldwell County	37.27	15,885.85
12000000	Deposit		CALDWELL CO APPR			Public Works	Ad Valerem - Caldwell County	2,111.84	17,997.69
12000000	Journal Entry	JE	CALDWELL CO APPR			Public Works	Reverse deposit dated 12/01	2,075.13	15,942.56
12000000	Journal Entry	JE	CALDWELL CO APPR			Public Works	Reverse deposit dated 12/01	(2,975.40)	16,967.42
Total for 40010 AD Valerem - Caldwell County									64,158.18
40011 AD Valerem - Hays County									2,845.37
Beginning Balance									2,845.37
Total for 40011 AD Valerem - Hays County									2,845.37
40020 Sales Tax Revenue									77,998.50
Beginning Balance									77,998.50
18190000	Deposit		TEXAS COMPTROLLER			EDC Uhland	Current Retained - 1/3 EDC Portion	(267.86)	77,730.64
18190000	Deposit		TEXAS COMPTROLLER			EDC Uhland	Gross Collections - 1/3 EDC Portion	14,678.87	92,409.51
18190000	Deposit		TEXAS COMPTROLLER			EDC Uhland	Gross Collections - 1/3 City Portion	14,678.88	107,088.39
18190000	Deposit		TEXAS COMPTROLLER			EDC Uhland	Gross Collections - 1/3 City Portion	14,678.88	121,767.27
12190000	Deposit		TEXAS COMPTROLLER			EDC Uhland	Prior Retained - 1/3 EDC Portion	344.73	121,855.58
Total for 40020 Sales Tax Revenue									64,897.28
40100 Building Permit Income									61,306.88
Beginning Balance									61,306.88
12010000	Sales Receipt	3408	KB HOMES			Building Permits	MPN 2020-188, 171 Lana Lane	90.00	61,396.88
12010000	Sales Receipt	3408	KB HOMES			Building Permits	MPN 2020-188, 171 Lana Lane	382.00	61,778.88
12010000	Sales Receipt	3408	KB HOMES			Building Permits	MPN 2020-188, 171 Lana Lane	2,122.00	63,900.88
12030000	Sales Receipt	3435	MPN - 1560			Building Permits	(MPN) Plumbing, electrical, hvac	64.89	63,965.77
12040000	Invoice	3412	JOANNE JARRETT			Building Permits	MPN# 2020-181, 51 N OBT	263.80	64,179.11
12060000	Sales Receipt	3421	MPN			Administration	2020-62	90.00	64,269.11
12060000	Sales Receipt	3421	MPN			Building Permits	RESIDENTIAL BUILDING PERMIT 2020-62	2,841.30	67,110.41
12060000	Sales Receipt	3421	MPN			Building Permits	SUBDIVISION - LOT # - DRIVEWAY 2020-62	380.00	67,490.41
12150000	Sales Receipt	3438	KB HOMES			Building Permits	MPN 2020-130, 234 Lana Lane	380.00	67,870.41
12150000	Sales Receipt	3438	KB HOMES			Building Permits	MPN 2020-130, 234 Lana Lane	90.00	67,960.41
12150000	Sales Receipt	3438	KB HOMES			Building Permits	MPN 2020-130, 234 Lana Lane	2,841.30	70,801.71
12170000	Sales Receipt	3477	MPN			Building Permits	280 Lumber sale	90.00	70,891.71
12170000	Sales Receipt	3477	MPN			Building Permits	280 Lumber sale	2,940.00	73,831.71
12170000	Sales Receipt	3477	MPN			Building Permits	280 Lumber sale	380.00	74,211.71
Total for 40100 Building Permit Income									61,269.28
40102 CBSP Residential									413.00
Beginning Balance									413.00
Total for 40102 CBSP Residential									413.00
40106 Transportation Fees - Millrate									1,228.00
12080000	Sales Receipt	3431	MPN			Future Roadway Impact Fee	2020-62	1,228.00	1,228.00
Total for 40106 Transportation Fees - Millrate									1,228.00
40106 Transportation Fee - KB Homes									23,332.00
Beginning Balance									23,332.00
12150000	Sales Receipt	3438	KB HOMES			Future Roadway Impact Fee	KB HOME ROADWAY IMPACT IMPROVEMENTS 178 Lana Lane	1,228.00	24,560.00
12150000	Sales Receipt	3438	KB HOMES			Future Roadway Impact Fee	KB HOME ROADWAY IMPACT IMPROVEMENTS 234 Lana Lane	1,228.00	25,788.00
Total for 40106 Transportation Fee - KB Homes									24,560.00
40106 Billable Expense Income									6,448.48
Beginning Balance									6,448.48
12180000	Invoice	3432	RANCH ROAD DEVELOPMENT	Cuatro Consultants, LTD.		Subdivision	Millrate PIS, 12043201	614.12	7,062.60
12180000	Invoice	3432	RANCH ROAD DEVELOPMENT	HAYS COUNTY GLEBK		Subdivision	recording of PDD Harvest Creek	108.00	7,170.60
12180000	Invoice	3432	RANCH ROAD DEVELOPMENT	Cuatro Consultants, LTD.		Subdivision	Millrate PIS # 2, 12072002	836.12	8,006.72
12180000	Invoice	3433	The Old El Camino Mesa Court and Campground	Cuatro Consultants, LTD.		Subdivision	El Camino Ranch RV Resort PDD amendment, 12542003	637.00	8,643.72
12180000	Invoice	3433	The Old El Camino Mesa Court and Campground	Amy Alamo		Subdivision	El Camino RV Resort, 49010	1,300.00	9,943.72
12180000	Invoice	3433	The Old El Camino Mesa Court and Campground	Cuatro Consultants, LTD.		Subdivision	El Camino Ranch RV Resort PDD amendment, 10992010	1,201.30	11,145.02
12180000	Invoice	3434	Cap Development LLC	CALDWELL COUNTY GLEBK		Subdivision	Orinwald 251 Recorded	85.00	11,230.02
12180000	Invoice	3434	Cap Development LLC	LNV ENGINEERING		Subdivision	Rocky Road Subdivision	257.80	11,487.82
12180000	Invoice	3435	JAKE SULLIVAN	Cuatro Consultants, LTD.		Subdivision	Sullivan Tract, 12043202	0.00	11,487.82
12180000	Invoice	3435	JAKE SULLIVAN	Cuatro Consultants, LTD.		Subdivision	Sullivan Tract, 10895011	0.00	11,487.82
12180000	Invoice	3436	KIP KROENBERG	LNV ENGINEERING		Subdivision	TK Ranch, 10895015	383.00	11,870.82
12180000	Invoice	3437	Sun Communities	LNV ENGINEERING		Subdivision	Sun Communities	1,018.26	12,889.08
12180000	Invoice	3437	Sun Communities	Cuatro Consultants, LTD.		Subdivision	Creeks Crossing PIS #4, 10992008	324.00	13,213.08
12180000	Invoice	3438	WALTON DEVELOPMENT AND MANAGEMENT	The Knight Law Firm, LLP Attorneys at Law		Administration	PD Training and workshop	385.00	13,598.08
12180000	Invoice	3438	Barl Hopper	Cuatro Consultants, LTD.		Subdivision	Harney Tract predevelopment meeting, 10992014	370.00	13,968.08
12180000	Invoice	3439	Barl Hopper	Amy Alamo		Subdivision	Harney Tract # 2010	120.00	14,088.08
12180000	Invoice	3440	WHISE Properties	LNV ENGINEERING		Subdivision	Commercial Property Old Spanish Trail	140.00	14,228.08
12180000	Invoice	3441	Josh Thornton	LNV ENGINEERING		Subdivision	Mely Lane	70.00	14,298.08
12180000	Invoice	3442	Rocky Road Subdivision	LNV ENGINEERING		Subdivision	Rocky Road Subdivision	143.00	14,441.08
12180000	Invoice	3440	WHISE Properties	LNV ENGINEERING		Subdivision	Spanish Trail C Store	210.00	14,651.08
Total for 40106 Billable Expense Income									6,448.48
40200 Solid Waste Services									25,888.28
Beginning Balance									25,888.28
12010000	Journal Entry	JE		TEXAS COMPTROLLER OF PUBLIC ACCOUNTS		Waste Management	Record sales for payable - November	(1,018.40)	24,869.88
12010000	Sales Receipt	3427	UBTI - BATCH PAYMENTS			Waste Management	Waste and recycle income, UBTI batch	1,808.78	26,678.66
12010000	Sales Receipt	3428	UBTI - BATCH PAYMENTS			Waste Management	Waste and recycle income, UBTI batch	880.14	27,558.80
12020000	Sales Receipt	3410	UBTI - BATCH PAYMENTS			Waste Management	Waste and recycle income, UBTI batch	836.02	28,394.82
12040000	Sales Receipt	3415	UBTI - BATCH PAYMENTS			Waste Management	Waste and recycle income, UBTI batch	818.56	29,213.38
12040000	Sales Receipt	3414	UBTI - BATCH PAYMENTS			Waste Management	Waste and recycle income, UBTI batch	115.13	29,328.51
12070000	SPIN Receipt	3418	UBTI - BATCH PAYMENTS			Waste Management	Waste and recycle income, UBTI batch	383.88	29,712.39
12080000	Sales Receipt	3417	UBTI - BATCH PAYMENTS			Waste Management	Waste and recycle income, UBTI batch	1,822.48	31,534.87
12090000	Sales Receipt	3418	UBTI - BATCH PAYMENTS			Waste Management	Waste and recycle income, UBTI batch	251.24	31,786.11
12100000	Sales Receipt	3420	UBTI - BATCH PAYMENTS			Waste Management	Waste and recycle income, UBTI batch	347.37	32,133.48
12100000	Sales Receipt	3420	UBTI - BATCH PAYMENTS			Waste Management	Waste and recycle income, UBTI batch	1,228.82	33,362.30
12100000	Sales Receipt	3419	UBTI - BATCH PAYMENTS			Waste Management	Waste and recycle income, UBTI batch	80.00	33,442.30
12110000	Sales Receipt	3427	UBTI - BATCH PAYMENTS			Waste Management	Waste and recycle income, UBTI batch	399.89	33,842.19
12110000	Sales Receipt	3428	UBTI - BATCH PAYMENTS			Waste Management	Waste and recycle income, UBTI batch	278.49	34,120.68
12140000	Sales Receipt	3429	UBTI - BATCH PAYMENTS			Waste Management	Waste and recycle income, UBTI batch	110.25	34,230.93

City of Uhlend
GENERAL LEDGER
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DATE	TRANSACTION TYPE	NUM	CUSTOMER	VENOR	EMPLOYEE	CLASS	MEMODESCRIPTION	AMOUNT	BALANCE
10/15/2020	Sales Receipt	3430	USTI epy			Waste Management	Waste and recycle income, USTI batch	427.78	36,162.80
10/15/2020	Sales Receipt	3431	USTI - BATCH PAYMENTS			Waste Management	Waste and recycle income, USTI batch	108.69	36,271.49
10/15/2020	Sales Receipt	3443	USTI - BATCH PAYMENTS			Waste Management	Waste and recycle income, USTI batch	300.82	36,572.31
10/17/2020	Sales Receipt	3444	USTI - BATCH PAYMENTS			Waste Management	Waste and recycle income, USTI batch	89.48	36,661.79
10/17/2020	Sales Receipt	3445	USTI - BATCH PAYMENTS			Waste Management	Waste and recycle income, USTI batch	96.12	36,757.91
10/17/2020	Sales Receipt	3446	USTI epy			Waste Management	Waste and recycle income, USTI batch	279.85	37,037.76
10/20/2020	Sales Receipt	3447	USTI - BATCH PAYMENTS			Waste Management	Waste and recycle income, USTI batch	131.26	37,169.02
10/20/2020	Sales Receipt	3448	USTI - BATCH PAYMENTS			Waste Management	Waste and recycle income, USTI batch	331.45	37,500.47
10/20/2020	Sales Receipt	3449	USTI epy			Waste Management	Waste and recycle income, USTI batch	1,291.65	48,792.12
10/28/2020	Sales Receipt	3450	USTI - BATCH PAYMENTS			Waste Management	Waste and recycle income, USTI batch	150.04	48,942.16
10/28/2020	Sales Receipt	3451	USTI - BATCH PAYMENTS			Waste Management	Waste and recycle income, USTI batch	1,292.08	49,234.24
10/28/2020	Sales Receipt	3452	USTI - BATCH PAYMENTS			Waste Management	Waste and recycle income, USTI batch	948.17	50,182.41
10/28/2020	Sales Receipt	3453	USTI - BATCH PAYMENTS			Waste Management	Waste and recycle income, USTI batch	1,018.44	51,200.85
10/28/2020	Sales Receipt	3454	USTI - BATCH PAYMENTS			Waste Management	Waste and recycle income, USTI batch	892.85	52,093.70
10/31/2020	Journal Entry	JT		TEXAS COMPTROLLER OF PUBLIC ACCOUNTS		Waste Management	Record sales tax payable - December	(1,280.38)	50,813.32
Total for 4000 Solid Waste Services								\$15,698.79	
4001 Franchise Fees									
Beginning Balance									1,208.50
Total for 4001 Franchise Fees									1,208.50
4002 Solid Waste Services - Restoration/Late Fee									
Beginning Balance									712.50
Total for 4002 Solid Waste Services - Restoration/Late Fee									712.50
4000 Administration Fee Income									
Beginning Balance									2,699.95
10/01/2020	Sales Receipt	3408	KB HOMES			Administration	MPN 2020-198, 171 Lens Lane	80.00	2,779.95
10/05/2020	Sales Receipt	3409	MPN - 1500			Administration	Application and Plan Review (MPN)	25.00	2,804.95
10/05/2020	Sales Receipt	3421	MPN			Building Permits	Application and Plan Review (MPN) 2020-82	80.00	2,884.95
10/16/2020	Sales Receipt	3439	KB HOMES			Administration	MPN 2020-198, 254 Lens Lane	50.00	2,934.95
10/16/2020	Invoice	3432	RANCH ROAD DEVELOPMENT			Administration	10 % ADMINISTRATION COST	145.42	3,080.37
10/16/2020	Invoice	3433	The Old El Camino Mesa Court and Campground			Administration	10 % ADMINISTRATION COST	395.85	3,476.22
10/16/2020	Invoice	3434	Cap Development LLC			Administration	10 % ADMINISTRATION COST	34.25	3,510.47
10/16/2020	Invoice	3435	JAKE SULLIVAN			Administration	\$100.00 /YR - \$100.00 MINIMUM	0.00	3,510.47
10/16/2020	Invoice	3436	JAKE SULLIVAN			Administration		0.00	3,510.47
10/16/2020	Invoice	3437	Sun Communities			Administration	10 % ADMINISTRATION COST	125.00	3,635.47
10/16/2020	Invoice	3438	WALTON DEVELOPMENT AND MANAGEMENT			Administration	10 % ADMINISTRATION COST	39.50	3,674.97
10/16/2020	Invoice	3439	Bart Hopper			Administration	10 % ADMINISTRATION COST	0.00	3,674.97
10/16/2020	Invoice	3439	Bart Hopper			Administration	10 % ADMINISTRATION COST	67.81	3,742.78
10/16/2020	Invoice	3440	WEBB Properties			Administration	10 % ADMINISTRATION COST	35.00	3,777.78
10/16/2020	Invoice	3441	Josh Thomson			Administration	10 % ADMINISTRATION COST	7.00	3,784.78
10/16/2020	Invoice	3442	Roady Road Subdivision			Administration	10 % ADMINISTRATION COST	14.00	3,798.78
10/16/2020	Invoice	3436	KP KROENBERG			Administration	15 % ADMINISTRATION COST	55.30	3,854.08
10/17/2020	Sales Receipt	3477	MPN			Administration	850 Lumber fee	50.00	3,794.08
Total for 4000 Administration Fee Income								\$1,681.25	
4000 Merchant Processing Fee Income									
Beginning Balance									417.19
10/03/2020	Sales Receipt	3426	MPN - 1500			Building Permits	Reimbursement of Merchant Processing Fees for Credit Card Payments	5.00	422.19
10/06/2020	Sales Receipt	3421	MPN			Building Permits	Reimbursement of Merchant Processing Fees for Credit Card Payments 2020-82	157.50	579.69
10/17/2020	Sales Receipt	3477	MPN			Building Permits	Reimbursement of Merchant Processing Fees for Credit Card Payments 850 Lumber fee	60.50	640.19
Total for 4000 Merchant Processing Fee Income								223.00	
4000 Interest Income									
Beginning Balance									109.79
10/15/2020	Deposit		TEXSTAR	FLNB		Administration	Interest Income	26.66	136.45
10/17/2020	Deposit			FLNB		Administration	Interest Income	8.41	144.86
10/17/2020	Deposit					Administration		6.15	151.01
Total for 4000 Interest Income								33.22	
5000 Sales Tax Income - State Service Fees									
Beginning Balance									1,553.59
10/15/2020	Deposit		TEXAS COMPTROLLER			EOC Uhlend	2% Service Fees - 1/3 EDC Portion	295.84	1,849.43
10/15/2020	Deposit		TEXAS COMPTROLLER			Public Works	2% Service Fees - 1/3 City Portion	295.55	2,144.98
10/15/2020	Deposit		TEXAS COMPTROLLER			Administration	2% Service Fees - 1/3 City Portion	295.55	2,440.53
Total for 5000 Sales Tax Income - State Service Fees								886.94	
5001 EDC Sales Tax Income Transfers									
Beginning Balance									25,264.19
10/15/2020	Journal Entry	JT		UHLAND ECONOMIC DEVELOPMENT CORPORATION (EDC)		EOC Uhlend	Record EDC Sales Tax Income Transfer - December	14,244.55	39,508.74
Total for 5001 EDC Sales Tax Income Transfers								\$14,244.55	
5010 Office Expenses									
Beginning Balance									18,840.79
10/01/2020	Expense		Cap Development LLC	CALDWELL COUNTY CLERK		Subdivision	Ordinance# 251 Recorded	65.00	18,905.79
10/04/2020	Bill	numerous	RANCH ROAD DEVELOPMENT	Quatro Consultants, LTD.		Subdivision	Miscrow PFD, 1094001	814.11	19,719.90
10/04/2020	Bill	numerous	RANCH ROAD DEVELOPMENT	Quatro Consultants, LTD.		Subdivision	Miscrow PFD 6, 1897900	826.12	20,546.02
10/04/2020	Bill	numerous	The Old El Camino Mesa Court and Campground	Quatro Consultants, LTD.		Subdivision	El Camino Ranch RV Resort PDD amendment, 12042020	827.25	21,373.27
10/04/2020	Bill	numerous	JAKE SULLIVAN	Quatro Consultants, LTD.		Subdivision	Sulvan Tract, 12042022	400.00	21,773.27
10/05/2020	Bill	ord 253	RANCH ROAD DEVELOPMENT	HAYS COUNTY CLERK		Subdivision	recording of PDD Harvest Creek	102.00	21,875.27
10/06/2020	Expense	RA2703		SAN MARCOS DAILY RECORD		Administration	public notices	202.58	22,077.85
10/09/2020	Expense	DD	The Old El Camino Mesa Court and Campground	Amy Adams		Subdivision	El Camino RV Park	100.00	22,177.85
10/11/2020	Bill	1201-0050	Alliance Regional	Quatro Consultants, LTD.		Subdivision	Alliance Regional Water Authority Site plan review OCL-20-286-17	432.00	22,609.85
10/21/2020	Bill	1201-0050	Plex Light	Quatro Consultants, LTD.		Subdivision	Fiber Light Site Plan review OCL 20-295.18	303.00	22,912.85
10/21/2020	Bill	1201-0050	AUS-TEXVILLAGE HOMES	Quatro Consultants, LTD.		Subdivision	Harmery Hills Preliminary Plat OCL-20-285.10	333.00	23,245.85
10/20/2020	Bill	2012	Cap Development LLC	Amy Adams		Subdivision	Roady Road, #612	200.00	23,445.85
10/20/2020	Bill	2012	The Old El Camino Mesa Court and Campground	Amy Adams		Subdivision	El Camino RV Resort, #2012	1,300.00	24,745.85
Total for 5010 Office Expenses								\$14,697.20	
6001 Computer Expense & Repair									
Beginning Balance									10,840.50
10/14/2020	Expense			Adobe		Administration	monthly adobe pro	18.23	10,858.73
10/31/2020	Bill	13404		DELTA SYSTEMS, LLC		Administration	technical support	108.00	10,966.73
Total for 6001 Computer Expense & Repair								\$126.23	
6003 Continuing Education/Training									
Beginning Balance									560.00
Total for 6003 Continuing Education/Training									560.00
6009 Contract Labor									
Beginning Balance									15,100.00
10/01/2020	Journal Entry	Jimmy McClintock				Building Permits	Record J McClintock Payable - sales receipt 3408 KB HOMES	800.71	15,900.71
10/03/2020	Journal Entry	max 190205.41				Building Permits	Record J McClintock Payable - sales receipt 3422 3423 3424 3425 permits less than 1000. 00	100.00	16,000.71
10/27/2020	Journal Entry	Jimmy McClintock				Building Permits	DR Horton - Sales Receipt 3421	800.00	16,800.71
10/15/2020	Journal Entry	Jimmy McClintock				Building Permits	Record J McClintock Payable - sales receipt 3428 KB HOMES	600.00	20,400.71
10/17/2020	Journal Entry	Jimmy McClintock				Building Permits	Record J McClintock Payable - sales receipt 3477	600.00	21,000.71
Total for 6009 Contract Labor								\$2,500.71	
6007 Dues Licenses & Subscriptions									
10/16/2020	Expense			Hullberry Victory		Administration	Notary Kimberly Weatherford	215.66	21,216.37
10/16/2020	Bill	GPS0287198		TEXAS COMMISSION ON ENVIRONMENTAL QUALITY		Building Permits	STORMWATER PERMIT TXRD04088 P21	100.00	21,316.37

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DATE	TRANSACTION TYPE	NUM	CUSTOMER	VENDOR	EMPLOYEE	CLASS	MEMO/DESCRIPTION	AMOUNT	BALANCE
12/1/2020	BS	81010148		GRFA		Administration	2020 - 2021 dues	118.00	422.26
Total for 6007 Dues Licenses & Subscriptions									
								688.08	
6008 Employee Meals									
									142.82
12/02/2020	Expense			HEB		Administration	Christmas luncheon	125.24	268.06
12/03/2020	Expense			HEB		Administration	Christmas luncheon	85.46	353.52
Total for 6008 Employee Meals									
								210.70	
6009 Fees - Bookkeeping									
									1,188.80
12/15/2020	Expense			BH BOOKKEEPERS		Administration	December services	282.40	1,471.20
Total for 6009 Fees - Bookkeeping									
								688.60	
6006 Fees - Consulting									
									800.00
Total for 6006 Fees - Consulting									
6007 Fees - Legal									
									3,872.50
12/08/2020	Expense	DC		Amy Adams		Administration	City of Upland - Invoice# 2018	3,200.00	12,172.50
12/09/2020	BS	3012		Amy Adams		Administration		6,387.20	15,559.70
Total for 6007 Fees - Legal									
								6,387.20	
6007 Fees - Meetings									
									191.87
12/05/2020	Expense			Chisholm Trial BBQ		Administration	meeting with Lawyer	48.75	240.62
12/07/2020	Expense			ZOOM		Administration	Zoom Monthly meetings	15.88	256.50
Total for 6007 Fees - Meetings									
								66.63	
6007 Fees - Professional									
									3,547.77
12/01/2020	Expense	28288484		BZ DOC INC.		Administration	monthly printer fee for waste and recycle bills	40.25	3,588.02
12/01/2020	Expense	28288484		BZ DOC INC.		Waste Management	monthly printer fee for waste and recycle bills	40.86	3,628.88
12/01/2020	BS	10182010		Cuatro Consultants, LTD.		Administration	City of Upland, Code Review	1,200.00	4,828.88
12/01/2020	BS	11802011		Cuatro Consultants, LTD.		Administration	City of Upland, ETJ Map CCLL 20-285	301.00	5,129.88
12/14/2020	Expense			BZ DOC INC.		Administration	Rosh Overage	19.58	5,149.46
12/09/2020	BS	21052121		Cuatro Consultants, LTD.		Administration	City of Upland, Pre-Development Meeting, HWY 21	196.00	5,345.46
Total for 6007 Fees - Professional									
								61,208.26	
6007 Fees - Property Tax Collection									
									754.34
12/01/2020	BS			HAYS CENTRAL APPRAISAL DIST		Administration	2021 annual 011	802.88	1,423.92
Total for 6007 Fees - Property Tax Collection									
								689.28	
6007 Fees - Waste Collection									
									21,914.90
12/08/2020	Expense			WASTE CONNECTION		Waste Management	December 2020	7,811.70	29,726.60
Total for 6007 Fees - Waste Collection									
								67,211.76	
6008 Ind - Liability									
									2,338.04
Total for 6008 Ind - Liability									
6008 Ind - Employee Benefit Insurance									
									10,218.28
12/15/2020	Expense			TAL MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL		Administration	December 2020	2,444.18	12,662.46
12/18/2020	Expense			TAL MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL		Public Works	December 2020	1,881.42	14,543.88
Total for 6008 Ind - Employee Benefit Insurance									
								81,103.80	
7000 Bank Charges									
									125.28
12/15/2020	Expense			Fleet cash		Administration	Ref # 2850203	29.27	154.22
12/15/2020	Expense			PLNB		Administration	Charged Back Checks	5.00	149.22
Total for 7000 Bank Charges									
								84.87	
7000 Merchant Service Fees									
									712.87
12/09/2020	Expense			Merchant Services		Building Permits	Merchant account service fee monthly for My permit.org	10.00	722.87
12/10/2020	Expense			Merchant Services		Building Permits	Merchant account service fee monthly for My permit.org	123.26	846.13
Total for 7000 Merchant Service Fees									
								219.26	
7000 Meals Expense									
12/10/2020	Journal Entry	CCU-HG			Karin S. Gallaher	Administration	Reclass Employee Reimbursements to correct account - Comp Time	22.78	22.78
Total for 7000 Meals Expense									
								22.78	
7005 Postage									
									29.70
12/01/2020	Expense			USPS		Administration	certified letter to Judge Ruben Borens	2.29	27.41
12/04/2020	Expense			USPS		Administration	certified letter - Castwell City Sanitation	9.99	37.40
12/04/2020	Expense			USPS		Administration	stamps - Bulk Letter and stamps for office	222.00	379.40
12/11/2020	Expense			USPS		Administration	Postage for monthly trash postcards- January	150.00	529.40
02/10/2020	Expense			USPS		Administration	Postage for monthly trash postcards- February	150.00	679.40
12/11/2020	Expense			USPS		Administration	Postage for monthly trash postcards- March	150.00	829.40
12/11/2020	Expense			USPS		Administration	Postage for monthly trash postcards- April	150.00	979.40
12/11/2020	Expense			USPS		Administration	Postage for monthly trash postcards- September	135.00	1,114.40
12/11/2020	Expense			USPS		Administration	Postage for monthly trash postcards- August	135.00	1,249.40
12/11/2020	Expense			USPS		Administration	Postage for monthly trash postcards- July	135.00	1,384.40
12/11/2020	Expense			USPS		Administration	Postage for monthly trash postcards- June	135.00	1,519.40
12/11/2020	Expense			USPS		Administration	Postage for monthly trash postcards- May	135.00	1,654.40
Total for 7005 Postage									
								61,219.20	
7007 Rent - Janitorial Equipment									
									830.00
Total for 7007 Rent - Janitorial Equipment									
7007 Public Works Expenses									
									3,236.58
12/01/2020	Expense			Lowe's		Public Works	supplies	14.84	3,251.42
12/01/2020	Expense			Lowe's		Public Works	supplies	153.96	3,405.38
12/04/2020	Expense			AMAZON		Public Works	Goggles	16.96	3,422.34
12/07/2020	Expense			Lowe's		Public Works	supplies	85.84	3,508.18
12/08/2020	Expense			Lowe's		Public Works	supplies	99.85	3,608.03
12/14/2020	Expense	8308		WALMART		Public Works	roller	44.97	3,752.99
12/15/2020	Expense			PATHMARK TRAFFIC PRODUCT		Public Works	Flat beds, orange flat blades, post lock socket & Post lock wedge	209.00	3,961.99
12/15/2020	Expense			PATHMARK TRAFFIC PRODUCT		Public Works	street signs	1,321.00	5,282.99
12/15/2020	Expense			Breadbasket Towels		Public Works	tul	41.20	5,324.19
12/17/2020	Credit Card	W/und to us		PATHMARK TRAFFIC PRODUCT		Public Works		(1,281.00)	4,043.19
12/18/2020	Expense			Lowe's		Public Works	supplies	141.80	4,185.00
12/22/2020	BS	10032		RELIABLE TYRE DISPOSAL		Public Works	TYRE Disposal	167.81	4,352.81
Total for 7007 Public Works - Streets									
								687.21	
7009 Uniforms									
									188.00
Total for 7009 Uniforms									
7008 Small Equipment & Tools - \$5,000									
									776.21

City of Uhiand
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DATE	TRANSACTION TYPE	NUM	CUSTOMER	VENDOR	EMPLOYEE	CLASS	MEMO/DESCRIPTION	AMOUNT	BALANCE
Balance									
Total for 70000 Inland Equipment & Tools - 89,000									
70000 Fuel									
Beginning									
Balance									
12/06/2020	Expense		POCO LOCO MARKET			Public Works	Fuel	33.70	425.71
12/11/2020	Expense		POCO LOCO MARKET			Public Works	Fuel	28.98	452.37
12/17/2020	Expense			FUELMAN		Public Works	December haul protection fee	10.00	442.37
12/17/2020	Expense			FUELMAN		Public Works	November haul protection fee	10.00	452.37
12/17/2020	Expense		POCO LOCO MARKET			Public Works	Fuel	39.65	492.02
Total for 70000 Fuel									
Total for 70200 Public Works Expenses									
70000 Payroll - Expenses									
70001 Payroll - Salaries - City Administrator									
Beginning									
Balance									
12/10/2020	Payroll Check	DD			Karen S. Galleher	Administration	Gross Pay - This is not a legal pay stub	2,859.50	26,325.91
12/16/2020	Payroll Check	DD			Karen S. Galleher	Administration	Gross Pay - This is not a legal pay stub	2,859.50	29,215.91
12/23/2020	Payroll Check	DD			Karen S. Galleher	Administration	Gross Pay - This is not a legal pay stub	2,859.50	32,115.91
Total for 70001 Payroll - Salaries - City Administrator									
70002 Payroll - Salaries - City Secretary									
12/10/2020	Payroll Check	DD			Traci R. McGinley	Administration	Gross Pay - This is not a legal pay stub	2,115.20	2,115.20
12/23/2020	Payroll Check	DD			Traci R. McGinley	Administration	Gross Pay - This is not a legal pay stub	2,115.20	4,230.40
12/31/2020	Journal Entry	JE				Administration	Reclass City Secretary wages to correct account	(4,230.40)	0.00
Total for 70002 Payroll - Salaries - City Secretary									
70004 Payroll - Salaries - City Clerk									
Beginning									
Balance									
12/31/2020	Journal Entry	JE				Administration	Reclass City Secretary wages to correct account	4,230.40	16,115.18
Total for 70004 Payroll - Salaries - City Clerk									
70006 Payroll - Salaries - Office Assistant									
Beginning									
Balance									
12/10/2020	Payroll Check	DD			Kimberly D. Weatherford	Administration	Gross Pay - This is not a legal pay stub	1,200.00	2,200.00
12/23/2020	Payroll Check	DD			Kimberly D. Weatherford	Administration	Gross Pay - This is not a legal pay stub	1,200.00	3,400.00
Total for 70006 Payroll - Salaries - Office Assistant									
70006 Payroll - Salaries - Public Works Lead									
Beginning									
Balance									
12/10/2020	Payroll Check	DD			Gary D. Galleher	Public Works	Gross Pay - This is not a legal pay stub	2,144.24	14,489.89
12/23/2020	Payroll Check	DD			Gary D. Galleher	Public Works	Gross Pay - This is not a legal pay stub	2,144.24	16,634.13
Total for 70006 Payroll - Salaries - Public Works Lead									
70007 Payroll - Salaries - Public Works									
Beginning									
Balance									
12/10/2020	Payroll Check	DD			Matthew Hodge	Public Works	Gross Pay - This is not a legal pay stub	1,437.83	8,540.52
12/23/2020	Payroll Check	DD			Matthew Hodge	Public Works	Gross Pay - This is not a legal pay stub	1,436.48	9,977.01
Total for 70007 Payroll - Salaries - Public Works									
Total for 70001 Payroll - Salaries									
70200 Payroll - Taxes									
Beginning									
Balance									
12/10/2020	Payroll Check	DD			Gary D. Galleher	Public Works	Employer Taxes	184.04	4,102.39
12/10/2020	Payroll Check	DD			Traci R. McGinley	Administration	Employer Taxes	181.81	4,284.20
12/10/2020	Payroll Check	DD			Karen S. Galleher	Administration	Employer Taxes	226.50	4,560.50
12/10/2020	Payroll Check	DD			Kimberly D. Weatherford	Administration	Employer Taxes	91.86	4,652.36
12/10/2020	Payroll Check	DD			Matthew Hodge	Public Works	Employer Taxes	110.00	4,762.36
12/16/2020	Payroll Check	DD			Karen S. Galleher	Administration	Employer Taxes	226.50	5,008.86
12/23/2020	Payroll Check	DD			Traci R. McGinley	Administration	Employer Taxes	181.81	5,170.39
12/23/2020	Payroll Check	DD			Karen S. Galleher	Administration	Employer Taxes	226.29	5,396.68
12/23/2020	Payroll Check	DD			Kimberly D. Weatherford	Administration	Employer Taxes	91.85	5,488.53
12/23/2020	Payroll Check	DD			Matthew Hodge	Public Works	Employer Taxes	109.89	5,598.42
12/23/2020	Payroll Check	DD			Gary D. Galleher	Public Works	Employer Taxes	184.01	5,782.43
Total for 70200 Payroll - Taxes									
70210 Payroll - Service Fees									
Beginning									
Balance									
12/14/2020	Expense			INTUIT		Administration	monthly payroll service	61.58	215.39
12/14/2020	Expense			INTUIT		Administration	monthly payroll service	81.40	296.79
Total for 70210 Payroll - Service Fees									
Total for 70000 Payroll - Expenses									
70000 Payroll Benefits									
70100 Payroll - Cell Phone Expense									
Beginning									
Balance									
12/10/2020	Journal Entry	COU-KG			Gary D. Galleher	Public Works	Reclass Employee Reimbursements to correct account - Cell Phone	34.82	718.42
12/15/2020	Journal Entry	COU-KG		Traci McGinley	Administration	Reclass Employee Reimbursements to correct account - Comp Time	36.42	754.82	
12/15/2020	Journal Entry	COU-KG			Kimberly D. Weatherford	Administration	Reclass Employee Reimbursements to correct account - Cell Phone	36.42	791.24
12/19/2020	Journal Entry	COU-KG			Matthew Hodge	Public Works	Reclass Employee Reimbursements to correct account - Cell Phone	36.42	827.66
12/19/2020	Journal Entry	COU-KG			Karen S. Galleher	Administration	Reclass Employee Reimbursements to correct account - Cell Phone	36.42	864.08
12/23/2020	Journal Entry	COU-KG			Matthew Hodge	Public Works	Reclass Employee Reimbursements to correct account - Cell Phone	36.42	900.50
12/23/2020	Journal Entry	COU-KG			Gary D. Galleher	Public Works	Reclass Employee Reimbursements to correct account - Cell Phone	34.82	935.32
12/23/2020	Journal Entry	COU-KG			Kimberly D. Weatherford	Administration	Reclass Employee Reimbursements to correct account - Cell Phone	36.42	971.74
12/23/2020	Journal Entry	COU-KG			Karen S. Galleher	Administration	Reclass Employee Reimbursements to correct account - Cell Phone	36.42	1,008.16
Total for 70100 Payroll - Cell Phone Expense									
70130 Payroll - Employee Reimbursements									
12/10/2020	Payroll Check	DD			Gary D. Galleher	Public Works	Reimbursement	34.82	34.82
12/10/2020	Payroll Check	DD			Traci R. McGinley	Administration	Reimbursement	35.42	70.24
12/10/2020	Payroll Check	DD			Karen S. Galleher	Administration	Reimbursement	36.16	106.40
12/10/2020	Journal Entry	COU-KG				Public Works	Reclass Employee Reimbursements to correct account	(107.40)	39.00
12/10/2020	Journal Entry	COU-KG				Administration	Reclass Employee Reimbursements to correct account	(179.25)	(140.47)
12/10/2020	Payroll Check	DD			Kimberly D. Weatherford	Administration	Reimbursement	114.00	(26.47)
12/10/2020	Payroll Check	DD			Matthew Hodge	Public Works	Reimbursement	36.42	0.00
12/23/2020	Payroll Check	DD			Karen S. Galleher	Administration	Reimbursement	36.42	36.42
12/23/2020	Payroll Check	DD			Gary D. Galleher	Public Works	Reimbursement	34.82	71.24
12/23/2020	Payroll Check	DD			Matthew Hodge	Public Works	Reimbursement	36.42	107.66
12/23/2020	Journal Entry	COU-KG				Public Works	Reclass Employee Reimbursements to correct account	(71.54)	36.12
12/23/2020	Journal Entry	COU-KG				Administration	Reclass Employee Reimbursements to correct account	(97.57)	(61.15)
12/23/2020	Payroll Check	DD			Kimberly D. Weatherford	Administration	Reimbursement	81.15	0.00
Total for 70130 Payroll - Employee Reimbursements									
Total for 70000 Payroll Benefits									
70000 Support - Office									
Beginning									
Balance									
12/01/2020	Expense			Best Buy		Administration	Video TV for council chambers	150.00	7,026.42
12/10/2020	Expense			AMAZON		Administration	key tags, ear pods, coffee maker, phone message books, packing tape gun	104.13	7,130.55
12/13/2020	Expense			AMAZON		Administration	Security Blank	108.84	7,239.39
12/17/2020	Expense	10006698		AMAZON		Administration	charges on someone else's amazon account but on city credit card	14.08	7,253.47
12/17/2020	Expense	8875X		Contractor Resource		Administration	2018 International Codes Complete Collection	1,280.00	8,533.47
12/17/2020	Expense	8083730034		Best Buy		Administration	Router	404.99	9,138.46
Total for 70000 Support - Office									
Total for 70000 Payroll Benefits									
70000 Support - Office									
Beginning									
Balance									
12/01/2020	Expense			Best Buy		Administration	Video TV for council chambers	150.00	7,026.42
12/10/2020	Expense			AMAZON		Administration	key tags, ear pods, coffee maker, phone message books, packing tape gun	104.13	7,130.55
12/13/2020	Expense			AMAZON		Administration	Security Blank	108.84	7,239.39
12/17/2020	Expense	10006698		AMAZON		Administration	charges on someone else's amazon account but on city credit card	14.08	7,253.47
12/17/2020	Expense	8875X		Contractor Resource		Administration	2018 International Codes Complete Collection	1,280.00	8,533.47
12/17/2020	Expense	8083730034		Best Buy		Administration	Router	404.99	9,138.46

City of Umland
 GENERAL LEDGER
 December 2020

DATE	TRANSACTION TYPE	NUM	CUSTOMER	VENDOR	EMPLOYEE	CLASS	MEMO/DESCRIPTION	AMOUNT	BALANCE
Total for 7000 Supplies - Office									
	7034						Supplies - Maintenance/Community Center		8,028.88
							Beginning Balance		
									475.82
Total for 7000 Supplies - Maintenance/Community Center									
	7040						Telephone & Internet		
							Beginning Balance		471.82
	12/04/2020			SPECTRUM BUSINESS		Administration	December 2020	353.46	725.28
Total for 7040 Telephone & Internet									
	7045						Travel - Mileage Reimbursements		
							Beginning Balance		133.27
	12/10/2020		COU-HG		Kimberly D. Weatherford	Administration	Reclass Employee Reimbursements to correct account - Mileage	77.05	210.32
	12/03/2020		COU-HG		Kimberly D. Weatherford	Administration	Reclass Employee Reimbursements to correct account - Mileage	24.73	235.53
Total for 7045 Travel - Mileage Reimbursements									
	7050						Utilities		8100.00
							Beginning Balance		857.50
	12/04/2020		7908	MARTINDALE GUADALUPE GAS CO		Administration	gas delivery, 300 gallons	281.00	1,098.50
	12/11/2020			COUNTY LINE SUD		Administration	water	24.50	1,123.00
	12/15/2020			COUNTY LINE SUD		Administration	SERVICE FEE	1.51	1,127.51
	12/01/2020			BLUESONNET ELECTRIC		Administration	MONTHLY ELECTRIC BILL	191.03	1,296.48
	12/01/2020			BLUESONNET ELECTRIC		Public Works	LIGHTS	25.04	1,364.52
	12/01/2020			BLUESONNET ELECTRIC		Public Works	Street Light	131.27	1,485.79
Total for 7050 Utilities									
	8000						Income - Other		31.88
							Beginning Balance		31.88
	12/04/2020			Fulman Fleet Program Master Card		Administration	Refunds Reference # 23366793	17.96	49.84
	12/14/2020		36082071727	TEXAS COMPTROLLER OF PUBLIC ACCOUNTS		Waste Management	Waste and recycle sales tax pymt - Brady 51kg discount	5.06	54.91
Total for 8000 Income - Other									
	8100						Grant Income		14,092.00
							Beginning Balance		14,092.00
Total for 8100 Grant Income									
	8101						Grant Expense		15,201.70
							Beginning Balance		15,201.70
Total for 8101 Grant Expense									

City of Uhland

10000 City of Uhland Checking, Period Ending 12/31/2020

RECONCILIATION REPORT

Reconciled on: 01/31/2021

Reconciled by: Mandi Carter

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

Summary	USD
Statement beginning balance	223,947.91
Checks and payments cleared (44)	-106,378.29
Deposits and other credits cleared (60)	107,388.54
Statement ending balance	<u>224,958.16</u>
Uncleared transactions as of 12/31/2020	5,480.74
Register balance as of 12/31/2020	230,438.90
Cleared transactions after 12/31/2020	0.00
Uncleared transactions after 12/31/2020	267,331.07
Register balance as of 01/31/2021	<u>497,769.97</u>

Details

Checks and payments cleared (44)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
11/04/2020	Bill Payment	4550	CALDWELL COUNTY APPR...	-754.04
12/01/2020	Expense	28288464	BIZ DOC INC.	-81.18
12/02/2020	Tax Payment		IRS	-2,275.60
12/02/2020	Expense		WASTE CONNECTION	-7,611.72
12/03/2020	Expense		Merchant Services	-10.00
12/04/2020	Expense		SPECTRUM BUSINESS	-253.46
12/08/2020	Bill Payment	4558	DELTRA SYSTEMS, LLC	-3,054.00
12/08/2020	Bill Payment	4564	VADIM MUNICIPAL SOFTWA...	-472.00
12/08/2020	Bill Payment	4563	TEXAS MUNICIPAL LEAGUE...	-4,327.68
12/08/2020	Bill Payment	4560	HAYS CENTRAL APPRAISAL...	-669.88
12/08/2020	Bill Payment	4559	EZ STREET COMPANY	-1,170.00
12/08/2020	Bill Payment	4562	LANGFORD COMMUNITY M...	-1,000.00
12/08/2020	Bill Payment	4557	Cuatro Consultants, LTD.	-3,615.74
12/08/2020	Bill Payment	4561	HAYS COUNTY CLERK	-102.00
12/09/2020	Expense	DD	Amy Akers	-3,300.00
12/09/2020	Credit Card Credit		Lowes	-347.55
12/09/2020	Credit Card Credit		Fuelman Fleet Program Mast...	-3,117.25
12/10/2020	Payroll Check	DD	Gary D. Gallaher	-250.00
12/10/2020	Payroll Check	DD	Gary D. Gallaher	-1,559.93
12/10/2020	Payroll Check	DD	Traci R. McGinley	-1,887.47
12/10/2020	Payroll Check	DD	Matthew Hodge	-1,261.83
12/10/2020	Payroll Check	DD	Karen S. Gallaher	-2,506.05
12/10/2020	Expense		Merchant Services	-123.36
12/10/2020	Payroll Check	DD	Kimberly D. Weatherford	-1,148.02
12/11/2020	Expense		USPS	-1,170.00
12/15/2020	Expense		COUNTY LINE SUD	-38.00
12/15/2020	Transfer			-25,000.00
12/15/2020	Expense	35020071727	TEXAS COMPTROLLER OF ...	-1,011.32
12/16/2020	Tax Payment		IRS	-2,276.63
12/17/2020	Expense		UHLAND ECONOMIC DEVEL...	-14,349.20
12/17/2020	Expense		FUELMAN	-20.00
12/18/2020	Payroll Check	DD	Karen S. Gallaher	-2,446.89
12/18/2020	Expense		TML MULTISTATE INTERGO...	-4,103.60
12/21/2020	Expense		BLUEBONNET ELECTRIC	-348.24
12/23/2020	Tax Payment		IRS	-737.41
12/23/2020	Payroll Check	DD	Traci R. McGinley	-1,851.05
12/23/2020	Payroll Check	DD	Gary D. Gallaher	-1,559.94
12/23/2020	Payroll Check	DD	Gary D. Gallaher	-250.00
12/23/2020	Payroll Check	DD	Matthew Hodge	-1,260.75

1/31/2021

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
12/23/2020	Payroll Check	DD	Karen S. Gallaher	-2,483.30
12/23/2020	Payroll Check	DD	Kimberly D. Weatherford	-1,095.12
12/30/2020	Tax Payment		IRS	-2,276.21
12/31/2020	Journal	JE		-226.47
12/31/2020	Journal	JE		-2,975.40
Total				-106,378.29

Deposits and other credits cleared (60)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
11/25/2020	Sales Receipt	2480	USTI - BATCH PAYMENTS	121.24
11/30/2020	Sales Receipt	2482	USTI - BATCH PAYMENTS	848.66
11/30/2020	Sales Receipt	2483	USTI - BATCH PAYMENTS	756.02
11/30/2020	Deposit		CALDWELL CO APPR	639.29
11/30/2020	Deposit		HAYS COUNTY TAX ASSES...	1,362.92
12/01/2020	Sales Receipt	2486	USTI - BATCH PAYMENTS	1,908.78
12/01/2020	Deposit			121.03
12/01/2020	Sales Receipt	ACH64862	USTI epay	660.14
12/01/2020	Sales Receipt	08520488	KB HOMES	3,800.00
12/02/2020	Sales Receipt	2488	USTI - BATCH PAYMENTS	636.02
12/03/2020	Sales Receipt	2490	USTI - BATCH PAYMENTS	516.55
12/03/2020	Sales Receipt	3425	MPN < 1500	114.89
12/04/2020	Receive Payment	1004	JOANNE JARRETT	262.60
12/04/2020	Sales Receipt	2493	USTI - BATCH PAYMENTS	110.12
12/04/2020	Sales Receipt	2492	USTI - BATCH PAYMENTS	383.88
12/07/2020	Sales Receipt	ACH65081	USTI epay	1,882.48
12/08/2020	Sales Receipt	2495	USTI - BATCH PAYMENTS	551.04
12/09/2020	Deposit		CALDWELL CO APPR	226.47
12/09/2020	Sales Receipt	2497	USTI - BATCH PAYMENTS	347.37
12/09/2020	Sales Receipt	3421	MPN	4,476.80
12/10/2020	Sales Receipt	2499	USTI - BATCH PAYMENTS	60.00
12/10/2020	Sales Receipt	ACH65369	USTI epay	1,229.82
12/11/2020	Sales Receipt	ACH65586	USTI epay	209.69
12/11/2020	Sales Receipt	2501	USTI - BATCH PAYMENTS	276.62
12/14/2020	Sales Receipt	2503	USTI - BATCH PAYMENTS	110.35
12/15/2020	Deposit		TEXAS COMPTROLLER	43,020.61
12/15/2020	Sales Receipt	2504	USTI - BATCH PAYMENTS	108.62
12/15/2020	Sales Receipt	ACH65706	USTI epay	427.79
12/15/2020	Sales Receipt	08520785	KB HOMES	4,519.50
12/16/2020	Sales Receipt	2506	USTI - BATCH PAYMENTS	300.62
12/16/2020	Deposit		CALDWELL CO APPR	2,977.50
12/17/2020	Sales Receipt	2507	USTI - BATCH PAYMENTS	69.48
12/17/2020	Receive Payment	57544	AUS-TEX/VILLAGE HOMES	520.30
12/17/2020	Sales Receipt	08518072	MPN	2,582.33
12/18/2020	Sales Receipt	2509	USTI - BATCH PAYMENTS	96.12
12/21/2020	Receive Payment	13854	WEHBE Properties	385.00
12/21/2020	Sales Receipt	ACH65983	USTI epay	276.85
12/22/2020	Sales Receipt	2511	USTI - BATCH PAYMENTS	301.48
12/22/2020	Sales Receipt	2513	USTI - BATCH PAYMENTS	151.55
12/23/2020	Receive Payment	check# 10013	RANCH ROAD DEVELOPME...	102.00
12/23/2020	Receive Payment	check# 10195	RANCH ROAD DEVELOPME...	1,497.66
12/23/2020	Sales Receipt	3450	USTI epay	1,231.63
12/23/2020	Sales Receipt	2515	USTI - BATCH PAYMENTS	156.04
12/23/2020	Receive Payment	check# 10013	RANCH ROAD DEVELOPME...	2,763.20
12/23/2020	Receive Payment	check# 10195	RANCH ROAD DEVELOPME...	2,911.83
12/28/2020	Sales Receipt	2517	USTI - BATCH PAYMENTS	648.17
12/28/2020	Sales Receipt	2518	USTI - BATCH PAYMENTS	1,222.22
12/28/2020	Receive Payment	1006	The Old El Camino Moto Cour...	3,694.35
12/28/2020	Sales Receipt	2519	USTI - BATCH PAYMENTS	1,019.44
12/28/2020	Receive Payment	5060	Bart Hopper	746.97
12/28/2020	Receive Payment	1578445	Sun Communities	1,375.27
12/30/2020	Sales Receipt	2521	USTI - BATCH PAYMENTS	622.65

1/31/2021

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
12/31/2020	Deposit		FLNB	9.61
12/31/2020	Deposit		CALDWELL CO APPR	68.41
12/31/2020	Deposit		CALDWELL CO APPR	388.32
12/31/2020	Deposit		CALDWELL CO APPR	69.65
12/31/2020	Deposit		CALDWELL CO APPR	2,075.13
12/31/2020	Deposit		CALDWELL CO APPR	6,233.59
12/31/2020	Deposit		CALDWELL CO APPR	2,975.40
12/31/2020	Deposit		CALDWELL CO APPR	226.47
Total				107,388.54

Additional Information

Uncleared deposits and other credits as of 12/31/2020

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
12/14/2020	Receive Payment	1579685	Sun Communities	3,331.63
12/31/2020	Deposit		CALDWELL CO APPR	37.27
12/31/2020	Deposit		CALDWELL CO APPR	2,111.84
Total				5,480.74

Uncleared checks and payments after 12/31/2020

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
01/01/2021	Expense		TML MULTISTATE INTERGO...	-4,103.60
01/04/2021	Expense		Merchant Services	-10.00
01/04/2021	Expense	10919140	WASTE CONNECTION	-7,611.72
01/04/2021	Expense	10919141	WASTE CONNECTION	-3,345.28
01/04/2021	Expense	28482139	BIZ DOC INC.	-81.18
01/04/2021	Credit Card Credit		Fuelman Fleet Program Mast...	-4,219.96
01/05/2021	Transfer			-25,000.00
01/05/2021	Credit Card Credit		Lowes	-241.75
01/05/2021	Expense		BLUEBONNET ELECTRIC	-393.80
01/06/2021	Invoice	3470	RANCH ROAD DEVELOPME...	-20,000.00
01/07/2021	Transfer			-25,000.00
01/07/2021	Payroll Check	DD	Karen S. Gallaher	-2,484.80
01/07/2021	Payroll Check	DD	Gary D. Gallaher	-1.00
01/07/2021	Payroll Check	DD	Gary D. Gallaher	-1,811.91
01/07/2021	Payroll Check	DD	Traci R. McGinley	-1,853.91
01/07/2021	Payroll Check	DD	Kimberly D. Weatherford	-1,071.54
01/07/2021	Payroll Check	DD	Matthew Hodge	-1,260.45
01/10/2021	Expense	010302	Merchant Services	-225.24
01/11/2021	Transfer			-25,000.00
01/11/2021	Bill Payment		Amy Akers	-7,887.50
01/13/2021	Bill Payment	4570	RELIABLE TIRE DISPOSAL	-167.50
01/13/2021	Bill Payment	4568	GBRA	-116.00
01/13/2021	Bill Payment	4566	DELTRA SYSTEMS, LLC	-1,562.25
01/13/2021	Bill Payment	4569	PATHMARK TRAFFIC PROD...	-229.00
01/13/2021	Bill Payment	4565	Cuatro Consultants, LTD.	-1,597.50
01/13/2021	Tax Payment		IRS	-2,265.72
01/13/2021	Bill Payment	4571	SW Engineers	-680.00
01/13/2021	Bill Payment	4567	Freese and Nichols	-1,951.72
01/13/2021	Bill Payment	4572	TEXAS COMMISSION ON E...	-100.00
01/15/2021	Expense		TEXAS COMPTROLLER OF ...	-1,045.14
01/15/2021	Expense		FLNB	-5.00
01/15/2021	Expense		FLNB	-30.31
01/15/2021	Expense	139804186	COUNTY LINE SUD	-47.43
01/15/2021	Expense	0008761122820	SPECTRUM BUSINESS	-245.82
01/21/2021	Payroll Check	DD	Kimberly D. Weatherford	-1,245.74
01/21/2021	Payroll Check	DD	Matthew Hodge	-1,260.45
01/21/2021	Payroll Check	DD	Traci R. McGinley	-1,853.91
01/21/2021	Payroll Check	DD	Gary D. Gallaher	-250.00

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
01/21/2021	Payroll Check	DD	Gary D. Gallaher	-1,562.80
01/21/2021	Payroll Check	DD	Karen S. Gallaher	-2,484.81
01/27/2021	Tax Payment		IRS	-2,310.28
02/01/2021	Expense		TML MULTISTATE INTERGO...	-4,786.73
02/15/2021	Expense		COUNTY LINE SUD	-57.95
Total				-157,439.60

Uncleared deposits and other credits after 12/31/2020

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
01/04/2021	Receive Payment	57785	AUS-TEX/VILLAGE HOMES	1,309.88
01/04/2021	Sales Receipt	2524	USTI - BATCH PAYMENTS	927.27
01/04/2021	Receive Payment	2518	KIP KRONENBERG	366.30
01/04/2021	Sales Receipt	2525	USTI - BATCH PAYMENTS	1,763.30
01/04/2021	Sales Receipt	0167	MPN < 1500	94.80
01/05/2021	Sales Receipt	2527	USTI - BATCH PAYMENTS	92.31
01/05/2021	Sales Receipt	ACH66510	USTI epay	1,297.50
01/06/2021	Sales Receipt	2528	USTI - BATCH PAYMENTS	65.62
01/06/2021	Sales Receipt	my permit now	DR HORTON	69,504.42
01/06/2021	Sales Receipt	10254	MPN < 1500	2,804.70
01/06/2021	Receive Payment	1275	RANCH ROAD DEVELOPME...	20,000.00
01/07/2021	Sales Receipt	2531	USTI - BATCH PAYMENTS	905.66
01/07/2021	Sales Receipt	my permit now	DR HORTON	7,493.81
01/08/2021	Sales Receipt	2533	USTI - BATCH PAYMENTS	100.00
01/11/2021	Receive Payment	1069	Josh Thornton	77.00
01/11/2021	Deposit		HAYS COUNTY APPRASIAL ...	49,850.70
01/11/2021	Sales Receipt	2537	USTI - BATCH PAYMENTS	625.61
01/11/2021	Deposit		CALDWELL CO APPR	458.77
01/12/2021	Sales Receipt	ACH66788	USTI epay	2,351.45
01/12/2021	Receive Payment	1620	RH & JS Land Development L...	5,400.00
01/12/2021	Sales Receipt	ACH66925	USTI epay	1,017.58
01/13/2021	Deposit		TEXAS COMPTROLLER	45,729.98
01/13/2021	Sales Receipt	2539	USTI - BATCH PAYMENTS	325.35
01/13/2021	Receive Payment	13973	WEHBE Properties	980.00
01/13/2021	Deposit		CALDWELL CO APPR	980.96
01/14/2021	Sales Receipt	ACH67258	USTI epay	106.86
01/15/2021	Sales Receipt	mpn 2021-2	MPN < 1500	393.30
01/15/2021	Sales Receipt	mpn 2021-3	MPN < 1500	393.30
01/15/2021	Sales Receipt	2542	USTI - BATCH PAYMENTS	215.31
01/15/2021	Deposit		CALDWELL CO APPR	1,139.56
01/15/2021	Deposit		PEDERNALES ELECTRIC C...	9,042.10
01/16/2021	Sales Receipt	my permit now	DR HORTON	38,251.54
01/19/2021	Sales Receipt	2544	USTI - BATCH PAYMENTS	699.75
01/20/2021	Sales Receipt	2546	USTI - BATCH PAYMENTS	486.34
01/20/2021	Deposit		BLUEBONNET ELECTRIC	19,669.63
01/21/2021	Sales Receipt	ACH67403	USTI epay	553.92
01/22/2021	Sales Receipt	2548	USTI - BATCH PAYMENTS	579.33
01/22/2021	Sales Receipt	2550	USTI - BATCH PAYMENTS	1,359.36
01/22/2021	Deposit		CALDWELL CO APPR	974.21
01/22/2021	Sales Receipt	ACH67669	USTI - BATCH PAYMENTS	1,631.67
01/22/2021	Receive Payment	1071	TK RANCH	15,168.00
01/25/2021	Receive Payment	1585934	Sun Communities	99,261.45
01/25/2021	Sales Receipt	3482	My Permit Now	263.82
01/25/2021	Sales Receipt	2552	USTI - BATCH PAYMENTS	212.49
01/25/2021	Deposit		CALDWELL CO APPR	501.05
01/25/2021	Sales Receipt	2553	USTI - BATCH PAYMENTS	438.48
01/26/2021	Receive Payment	96	Cap Development LLC	13,740.50
01/26/2021	Receive Payment	96	Rocky Road Subdivision	154.00
01/26/2021	Receive Payment	96	Rocky Road Ranch	726.00
01/26/2021	Sales Receipt	2555	USTI - BATCH PAYMENTS	133.51
01/26/2021	Sales Receipt	ACH67799	USTI - BATCH PAYMENTS	1,192.73
01/27/2021	Deposit		Jive Communications , Inc.	10.59

1/31/2021

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
01/27/2021	Sales Receipt	2557	USTI - BATCH PAYMENTS	626.79
01/28/2021	Sales Receipt	2559	USTI - BATCH PAYMENTS	579.96
01/29/2021	Sales Receipt	2561	USTI - BATCH PAYMENTS	821.69
01/29/2021	Sales Receipt	1034	MPN < 1500	50.00
01/29/2021	Sales Receipt	2563	USTI - BATCH PAYMENTS	270.46
Total				424,770.67

1/14/2021

City of Umland

10002 Umland Construction Account, Period Ending 12/31/2020

RECONCILIATION REPORT

Reconciled on: 01/14/2021

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 12/31/2020	100.00

1/14/2021

City of Umland

10003 Umland Debit Card Account, Period Ending 12/31/2020

RECONCILIATION REPORT

Reconciled on: 01/14/2021

Reconciled by: Mandi Carter

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

Summary

	USD
Statement beginning balance	96.52
Checks and payments cleared (1)	-5.00
Deposits and other credits cleared (0)	0.00
Statement ending balance	<u>91.52</u>
Register balance as of 12/31/2020	91.52

Details

Checks and payments cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
12/31/2020	Expense		FLNB	-5.00
Total				-5.00

1/14/2021

City of Umland

10001 Umland Money Market Account, Period Ending 12/31/2020

RECONCILIATION REPORT

Reconciled on: 01/14/2021

Reconciled by: Mandi Carter

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

Summary

USD

Statement beginning balance	48,272.22
Checks and payments cleared (0)	0.00
Deposits and other credits cleared (1)	6.15
Statement ending balance	<u>48,278.37</u>
Register balance as of 12/31/2020	48,278.37

Details

Deposits and other credits cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
12/31/2020	Deposit		FLNB	6.15
Total				6.15

City of Umland

10004 TexSTAR Checking, Period Ending 12/31/2020

RECONCILIATION REPORT

Reconciled on: 01/14/2021

Reconciled by: Mandi Carter

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

Summary

	USD
Statement beginning balance	451,231.71
Checks and payments cleared (0)	0.00
Deposits and other credits cleared (2)	25,026.66
Statement ending balance	<u>476,258.37</u>
Register balance as of 12/31/2020	476,258.37
Cleared transactions after 12/31/2020	0.00
Uncleared transactions after 12/31/2020	75,000.00
Register balance as of 01/14/2021	<u>551,258.37</u>

Details

Deposits and other credits cleared (2)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
12/15/2020	Transfer			25,000.00
12/15/2020	Deposit		TexSTAR	26.66
Total				25,026.66

Additional Information

Uncleared deposits and other credits after 12/31/2020

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
01/05/2021	Transfer			25,000.00
01/07/2021	Transfer			25,000.00
01/11/2021	Transfer			25,000.00
Total				75,000.00

**CLSUD Water and Wastewater Ongoing Projects with the City of Uhland and Uhland ETJ
boundaries as of 1/15/2021**

- **Downtown Uhland Wastewater** – acquiring necessary easements from landowners, concurrently working on engineering plans, plan to have construction plans completed in February
- **Hays County Bridge Improvements** – Gristmill Road at Plum Creek
 - Capital Improvement Plan is to install a 12-inch water line at this location.
 - Steel casing to be placed across Plum Creek prior to bridge improvements.
 - SWE has not received the latest CAD files to begin design
- **SH21 crossing at Gristmill Road**
 - Ends of the existing casing are believed to be below the pavement
 - CLSUD's Capital Improvement Plan is to replace the 2-inch water line with a 12-inch water line at this location
 - The property west of the intersection of SH21 and Gristmill Road is planning to develop. The developer will be responsible from providing right of way easements
- **Cotton Gin Road Water Line Relocation**
 - Phase 1 will affect CLSUD's water line from Ewald Drive to Bonanza Street
 - Future phases will extend all the way to SH 21
 - Preconstruction meeting has been held. The Contractor plans to start work around January 25th.
 - Hays County had a kickoff meeting for Phase 2 which will extend the road improvements all the way to Highway 21. Phase 2 will also impact CLSUD's existing waterlines and easements.
- **Subdivision Reviews**
 - Plans Approved
 - Creek Crossing Subdivision (aka Cotton Gin Mobile Home Park) – 522 LUE's
 - Millcreek Phase 3
 - Cotton Gin RV Park
 - Submitted Plans for Review
 - Pecan Springs RV Park
 - Requested Service & Paid Application Fee
 - Anderson Subdivision
 - Camino Real Development
 - Caldwell Ranch Subdivision
 - Caldwell Valley Development
 - TK Ranch
 - El Camino Ranch RV Park
 - Uhland Plaza
 - Camino Crest Section 2
 - Monte Sagrado Subdivision
 - Scott Miller 88 Acres
 - Haney Tract
 - SH 21 Gas Station

Other Items to Note:

- The PCU 60,000-gpd WWTP Expansion will be in operation by the end of January

ORDINANCE NO. 247

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF UHLAND, TEXAS; APPOINTING TRACI R. MCGINLEY TO SERVE AS THE CITY SECRETARY OFFICER FOR THE CITY OF UHLAND, TEXAS; PRESCRIBING THE POWERS AND DUTIES OF THE CITY SECRETARY OFFICER; REQUIRING A BOND; AND PROVIDING FOR: REPEAL OF CONFLICTS, SEVERABILITY, A SAVINGS CLAUSE, MEETING OPEN TO THE PUBLIC AND AN EFFECTIVE DATE.

WHEREAS, the City of Umland, Texas is a general law City incorporated and functioning as such under the provisions of Chapter 11, Title 28, Revised Civil Statutes of Texas, 1925, as amended; and

WHEREAS, Section 22.071 of the Texas Local Government Code provides that an aldermanic form of government in type a general-law municipality may appoint municipal officers by ordinance; and

WHEREAS, Section 22.073 of the Texas Local Government Code prescribes specific powers and duties of the City Secretary; and

WHEREAS, Section 22.072 of the Texas Local Government Code provides that the City Council of the City of Umland, Texas may require a municipal officer whose duties are prescribed by the Texas Local Government Code to perform additional duties; and

WHEREAS, Section 22.072 of the Texas Local Government Code provides that the City Council of the City of Umland, Texas may require a municipal officer to execute a bond payable to the municipality and conditioned that the officer will faithfully perform the duties of the office; and

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

SECTION 1. APPOINTMENT.

Traci R. McGinley is hereby appointed to serve as the City Secretary Officer for the City of Umland, Texas.

SECTION 2. POWERS AND DUTIES.

The City Secretary officer shall faithfully perform the powers and duties as specifically prescribed by Section 22.073 of the Texas Local Government Code in addition to the following essential duties as hereby prescribed:

1. Develop policies and procedures mandated by law, to ensure efficient operations of the City Secretary Office, and to implement directives from the City Council and City Administrator.
2. Serve as the custodian of City records. Maintain, update, and preserve all historic, public, and legal records in compliance with the Texas State Library and Archives Commission. Maintain emergency record back-ups and procedures. Periodically review performance and effectiveness of the office and formulate programs or policies to alleviate deficiencies.
3. Administer and oversee City elections in accordance with the Texas Election Code, Local Government Code, in coordination with the Travis County Elections Office, including posting of legal notices, monitoring of candidate filings and inquiries, canvassing of election results coordination and administration of oaths of office.
4. Prepare and file ordinances, proclamations, resolutions and orders of the Council; oversee the codification of ordinances in to the code of ordinances, once established.
5. Assist the City Administrator in the agenda preparation for Council, boards and commission with primary responsibility for the timely posting of public meeting agendas, in accordance with the requirements of the Texas Open Meeting Act and Public Records Act.
6. Direct and ensure that legal notice publications are accurate, processed and published according to the State and local laws and City policies, including but not limited to notices of public hearings, requests for bids and other necessary legal notices.
7. Attend regular and special City Council meetings, Planning and Zoning, Board of Adjustment and other official City meetings requiring compliance with City Open Meetings Act. Oversee recording, including live streaming, indexing and preparation of the minutes.

8. Supervise and coordinate the preparation of an annual budget for the city secretary office; direct the implementation of the office's budget; plan for and review specifications for new or replaced equipment.
9. Coordinate and supervise the training, assignment, and development of subordinates.
10. Update and maintain webpages, notices and postings on the City's website.
11. Prepare and submit periodic reports to the City Administrator upon request and prepare a variety of other reports as appropriate.
12. Meet with elected officials, board and council members, law enforcement officials, community and business representatives and the public as needed to carry out the duties of the city secretary's office or as directed by the City Administrator.
13. Attend or designate personnel to attend conferences and meetings to keep abreast of current laws and legislation regarding local government, open meetings, open records, municipal elections and preservation of city records.
14. Perform the duties of subordinate personnel as needed.
15. Analyze and recommend improvements to equipment and facilities, as needed.
16. Participate in various committees, as available.

As are all employees of the City of Uhland, Texas, the City Secretary Officer shall abide by and be subject to all City of Uhland personnel policies.

SECTION 3. BOND.

The City Secretary officer shall execute a bond payable to the municipality and conditioned that the officer will faithfully perform the duties of the office.

SECTION 4. CONFLICT.

All Ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. SEVERABILITY.

If any section, subsection, paragraph, clause, phrase, or provision of this ordinance or the application of any section, subsection, paragraph, clause, phrase, or provision to any person or circumstance is adjudged to be invalid, the invalidity shall not affect other section, subsection, paragraph, clause, phrase, or provision or applications thereof which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6. SAVINGS CLAUSE.

This Ordinance shall remain in full force and effect, save and except as amended or repealed.

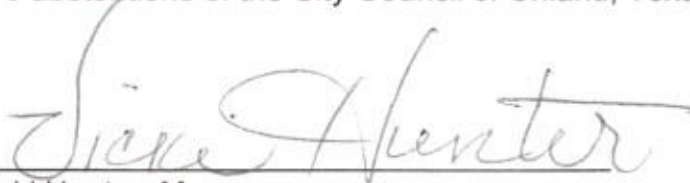
SECTION 7. MEETING OPEN TO PUBLIC.

It is hereby found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that the public notice of the time, place and purpose of said meeting was given as required.

SECTION 8. EFFECTIVE DATE.


This Ordinance shall be effective upon passage and approval.

PASSED AND APPROVED this 5th day of August, 2020, by a vote of 5 ayes, to 0 nays, to 0 abstentions of the City Council of Uhland, Texas.



Vicki Hunter, Mayor

ATTEST:



Karen Gallaher, City Administrator

The motion to remove Traci as the City Secretary should be for lack of confidence, incompetence and misconduct. Since this is a Council only action it may be prudent for them to have a copy of the below statute:

Sec. 22.077. REMOVAL OF MUNICIPAL OFFICERS. (a) The governing body of the municipality may remove a municipal officer for incompetency, corruption, misconduct, or malfeasance in office after providing the officer with due notice and an opportunity to be heard.

(b) If the governing body lacks confidence in a municipal officer appointed by the governing body, the governing body may remove the officer at any time. The removal is effective only if two-thirds of the elected aldermen vote in favor of a resolution declaring the lack of confidence.

11:26



Traci >

Wed, Dec 9, 8:28 PM

Ok

Thu, Jan 7, 5:59 AM

Not feeling well, will not be in today

Fri, Jan 8, 6:05 AM

Not feeling well, will not be in today

Monday 5:49 AM

Not feeling well, will not be in again today

9th

Tuesday 7:15 AM

Not feeling well, will not be in again today

10th

Wednesday 6:59 AM



11:26



Traci >

Monday 5:49 AM

Not feeling well, will not be in again today

- 9th

Tuesday 7:15 AM

Not feeling well, will not be in again today

- 10th

Wednesday 6:59 AM

Not feeling well, will not be in again today

- 11th

Yesterday 6:16 AM

Not feeling well, will not be in again today

- 12th

Today 6:00 AM

Not feeling well, will not be in again today

- 13th



Text Message



Apple Pay



2:20



Traci >

Thu, Jan 14, 6:16 AM

Not feeling well, will not be in again today

Fri, Jan 15, 6:00 AM

Not feeling well, will not be in again today

Mon, Jan 18, 7:11 AM

Still not feeling well, will not be in again today

Tue, Jan 19, 6:29 AM

Still not feeling well, will not be in again today

Wed, Jan 20, 7:11 AM

Still not feeling well, will not be in again today



Text Message



2:21



Traci >

Thu, Jan 21, 7:10 AM

Still not feeling well, will not be in again today

Friday 6:37 AM

Still not feeling well, will not be in again today

- 22nd

Monday 6:25 AM

Not feeling well, will not be in today

- 25th

Tuesday 6:27 AM

Not feeling well, will not be in today

- 26th

Yesterday 7:47 AM

Not feeling well, will not be in today

- 27th



Text Message



Grist Mill Highlands - Traffic Controls

- ROW "Children at Play" (x3) are on order. Installing at both entrances and at the Park.
- KB Home Construction is ordering more "Bandit style" "Children at Play" to install.
- Email to the residents encouraging them to slowdown "Children at Play" has been sent.
- Electronic Speed Signage – There's several companies that manufacture and sell these types of signage. I would probably price using Buy Board or similar cooperative buying group available to cities. Highlands at Gristmill are public streets so this is going to be public safety measure outside the HOA purview to install.
 - TrafficCalm Systems
 - <https://trafficalm.com/applications-residential/>
 - <https://trafficalm.com/applications-law-enforcement/>

CITY OF UHLAND
MEETINGS & AGENDAS
POLICY

The policies and procedures contained herein apply to the City Council as well as all duly authorized and appointed boards or commissions of the City. When applying these policies and procedures to duly authorized and appointed boards or commissions replace the term City Council with the term Board or Commission, respectively, and replace the term Mayor with the term President, and replace the term Council Members with the Term Board or Commission Members, respectively.

1. Meetings

All meetings and deliberations of the City Council at which a quorum is present shall be convened, held and conducted in accordance with the requirements of the Texas Open Meetings Act and any other applicable State or Federal Law.

a. Regular Meetings

1. At the first regular meeting in December, the City Council shall adopt, by resolution, a schedule of regular meetings, including dates, times, and locations for the following year. Extenuating circumstances may require that a date, location and/or time change of a regular scheduled meeting. The Mayor shall determine if extenuating circumstances exist to make such changes and shall direct the City Secretary to notify the Council Members, City Attorney and other City Staff as appropriate.
2. Except as provided by the Local Government Code for certain agenda topics, the presence of a majority of the Council Members, not including the Mayor, constitutes a quorum per section 22.039 of the Texas Local Government Code.
3. Council Members shall be expected to attend all regular meetings, and pursuant to section 22.038 of the Texas Local Government Code "shall be fined \$3 for each meeting" the council member fails to attend unless the absence is caused by the council member's illness or the illness of a family member. Special consideration can be granted by the Council for absences of good cause. The Council may declare a vacancy and remove any Council Member for the alderman's absence at three regular consecutive meetings, in accordance with section 22.041. It shall be the City Secretary and/or Assistant City Secretary's responsibility to monitor attendance, as required and/or necessary.

b. Special Meetings

The Mayor or three Council Members may call a special meeting pursuant to section 23.038 of the Texas Local Government Code.

c. Workshops

Workshops shall be considered special meetings at which no official action of the City Council shall be taken.

2. Agenda Preparation

- a. The City Secretary shall have administrative oversight in preparing meeting agendas. Any Council Member may request the City Secretary to place an item on the agenda. If a topic is to be on the agenda for the first time it shall be a "Discussion Only Item" unless the topic is one that is required by law for action or is determined by the Mayor to be a topic of urgency. The Mayor in coordination with City Staff shall determine the order of agenda items and the City Attorney shall make the final determination on the wording of the agenda.
- b. Any individual or group, other than a Council Member or the Mayor, who wishes to have an item of business placed on the agenda shall make a written request to the City Secretary no later than ten (10) business days prior to the meeting. The Mayor shall review all requests and shall make a determination as to whether the topic is placed on the agenda no later than ten days (10) prior to the meeting. If appropriate, City Staff will resolve requests that do not require Council action.
- c. Agenda packets shall be created by City Staff and shall include as much background information on the subject as is available and feasible for each agenda item. The City Secretary shall ensure that the agenda packets are available for each Council Member and the Mayor to receive a copy either via electronic delivery or by pick-up at City Hall no later than the date and time the agenda is posted.
- d. The agenda shall be posted at Uhland City Hall and on the City of Uhland's website at least 72 hours prior to the meeting.

3. Outside Presentations

- a. Presentations at any City meetings by any person, agency, entity or group of persons, other than City Staff, shall be confirmed with the City Secretary at least ten (10) days prior to the start of the meetings. Materials intended to be distributed to the City Council shall be provided no later than seven (7) days before the meeting and with at least ten (10) copies.
- b. The time limit for any outside presentation shall be as follows unless another specified time is listed on the agenda or the Mayor permits additional time:
 - i. five minutes at a regular or special meeting; and
 - ii. thirty minutes at a workshop meeting.

4. Procedures/Actions by the City Council

- a. The Mayor shall preside over each City Council meeting.
- b. The Council shall proceed to take action on an item by motion.
- c. A Council Member may make only one motion at a time.
- d. Only one motion at a time shall be considered by the Council.
- e. Once followed by a second, a motion shall be open for debate before voting.
- f. A motion without a second shall not be open for debate or voting and shall be considered a failed motion.
- g. The Mayor shall preside over the debate.
- h. Before voting, a motion may be amended by the Council Member who made the motion.

- i. An amendment must also be accepted by the Council Member who seconded the motion.
- j. A Council Member may call for a vote on the seconded motion at any time during the debate.

5. Recording of Meetings

- a. All meetings and deliberations of the City Council at which a quorum is present shall be recorded by audio recording. The City Secretary shall be responsible for ensuring the meeting is recorded.
- b. Any radio or television station is entitled to broadcast all or any part of an official meeting of the City Council that is required to be open to the public. Any person may photograph, film, tape record, or otherwise reproduce any part of a meeting required to be open.
- c. The Mayor shall designate where any and all broadcasting, photographing, filming and/or recording devices and operating personnel may be placed and/or displaced at any meeting required to be open.

6. Meeting Minutes

- a. Minutes shall be kept of all meetings and deliberations of the City Council at which a quorum is present. The City Secretary shall be responsible for the preparation and maintenance of the Meeting Minutes.
- b. Closed session minutes shall be kept as required by law.
- c. Draft minutes shall only become official upon City Council approval.

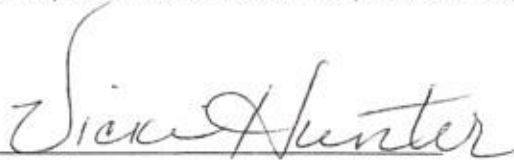
7. Records Retention

The City Secretary shall be responsible for ensuring the City adheres to the Texas State Library and Archives Commission schedule for local government regarding records retention.

8. Committees

The City Council may appoint a committee of no less than three and no more than five willing individual people to address any topic the Council determines. A maximum of two council members may be appointed to a committee. Employees may volunteer to participate on committees but shall not be required to participate unless they so volunteer. Other members of the Committee may comprise of any other individuals of the public the City Council determines.

Adopted January 11, 2020



Mayor, Vicki Hunter

ATTEST:



Karen Gallaher, City Administrator

City of Uhland

FY 2020-2021 APPLICATION SUBMITTAL CALENDAR FOR MASTER DEVELOPMENT PLANS, PLATS, AND SITE PLANS

NEW SUBMITTAL

FRIDAY, SEPTEMBER 25, 2020
FRIDAY, OCTOBER 23, 2020
FRIDAY, NOVEMBER 27, 2020
FRIDAY, DECEMBER 25, 2020
FRIDAY, JANUARY 22, 2021
FRIDAY, FEBRUARY 26, 2021
FRIDAY, MARCH 26, 2021
FRIDAY, APRIL 23, 2021
FRIDAY, MAY 28, 2021
FRIDAY, JUNE 25, 2021
FRIDAY, JULY 23, 2021
FRIDAY, AUGUST 27, 2021
FRIDAY, SEPTEMBER 24, 2021

** ALL DATES ARE SUBJECT TO CHANGE **

** ALL APPLICATIONS MUST BE SUBMITTED BEFORE 3 PM**

City of Uhland

FY 2021-2021 STAFF PRE-DEVELOPMENT MEETINGS FOR MASTER DEVELOPMENT PLANS, PLATS, AND SITE PLANS. MEETINGS ARE ONLY HELD ON THE FIRST AND THIRD THURSDAY OF EACH MONTH

NEW SUBMITTAL

THURSDAY, FEBRUARY 4, 2021
THURSDAY, FEBRUARY 18, 2021
THURSDAY, MARCH 4, 2021
THURSDAY, MARCH 18, 2021
THURSDAY, APRIL 8, 2021
THURSDAY, APRIL 22, 2021
THURSDAY, MAY 6, 2021
THURSDAY, MAY 20, 2021
THURSDAY, JUNE 3, 2021
THURSDAY, JUNE 17, 2021
THURSDAY, JULY 8, 2021
THURSDAY, JULY 22, 2021
THURSDAY, AUGUST 5, 2021
THURSDAY, AUGUST 19, 2021
THURSDAY, SEPTEMBER 2, 2021
THURSDAY, SEPTEMBER 16, 2021
THURSDAY, OCTOBER 7, 2021
THURSDAY, OCTOBER 21, 2021
THURSDAY, NOVEMBER 4, 2021
THURSDAY, NOVEMBER 18, 2021
THURSDAY, DECEMBER 2, 2021
THURSDAY, DECEMBER 16, 2021

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 five (5) 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 Fifteen (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
Administrator

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

Engagement Agreement: Amy Lea S J Akers – City Attorney Legal Services

This agreement is entered into this 22 day of May, 2019, between the City of Umland, 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 Umland will retain the service of Ms. Akers as its City Attorney; and

WHEREAS, it is the desire of the City Council of Umland, hereinafter called "Council," to provide certain benefits, establish certain duties 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.** 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 (1) City Meeting per month plus an additional TEN (10) hours of legal work per month via phone, e-mail or in person as needed. The City Representation does not include any Court appearances, litigation or travel time, except to and from the City for the purpose of the ONE (1) City Meeting per month.
- B. **Pass-through Legal Services.** In addition to and outside of the City Representation 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, other than the City, attorney-client privilege for any request for pass-through legal services or with any requestor of pass-through legal services. 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.

Section 2. Term

The initial term of this agreement shall begin June 1, 2019 and end November 30, 2019.

Engagement Agreement: Amy Lea S J Akers – City Attorney Legal Services

This agreement is entered into this 22 day of May, 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 City Attorney; and

WHEREAS, it is the desire of the City Council of Uhland, hereinafter called “Council,” to provide certain benefits, establish certain duties 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. 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 (1) City Meeting per month plus an additional TEN (10) hours of legal work per month via phone, e-mail or in person as needed. The City Representation does not include any Court appearances, litigation or travel time, except to and from the City for the purpose of the ONE (1) City Meeting per month.
- B. Pass-through Legal Services. In addition to and outside of the City Representation 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, other than the City, attorney-client privilege for any request for pass-through legal services or with any requestor of pass-through legal services. 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.

Section 2. Term

The initial term of this agreement shall begin June 1, 2019 and end November 30, 2019.

Section 3. Termination

- 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' employment is terminated without good cause she shall continue to be paid the herein agreed upon amount specified in paragraph 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%.
- B. If Ms. Akers voluntarily resigns from her position as City Attorney she shall not be entitled to any further compensation under this agreement. Ms. Akers shall provide the City of Umland with a minimum of 30 days notice, in advance, unless otherwise granted relief by the City Council.
- C. In the event that Ms. Akers is terminated due to good cause, gross negligence or she is convicted or given deferred adjudication for any illegal act involving personal gain, fraud, theft, or a felony, the City shall have no obligation to continue payment of the herein agreed upon amount specified in paragraph 5.A..

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 for a period of four successive weeks beyond any federal or state leave entitlement, the City may terminate this agreement. Ms. Akers shall be entitled to six months' severance pay.

Section 5. Payment and Fees

- A. City Representation.
 - 1) The City agrees to pay Ms. Akers a base of no less than \$2000.00 per month as indicated in the City's annual budget, payable in monthly installments for the initial term of this agreement, hereinafter called "Initial Base", for the City Representation Duties as described in paragraph 1.A..
 - 2) Additional time spent beyond the initial TEN (10) hours per month described in paragraph 1.A. will be considered outside the scope of the representation and billed at a rate of \$250 per hour and billed in increments of quarters of an hour. Ms. Akers may change this rate in writing delivered to the City no more than once per year.
 - 3) The City shall pay directly all filing fees, charges for consultants, ect. 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.

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. 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 any of Ms. Akers' other clients.

D. A statement of legal fees and expenses will be submitted to the City by the 15th of the following month of which full payment is due upon receipt.

Section 12. Indemnification

The City of Umland shall include Ms. Akers on any existing directors and officers liability insurance policy so long as such policy exists for other City officials and provided that Ms. Akers' performance is not contrary to established resolutions, policies, and reasonable standards of conduct adopted by the Council.

Section 13. 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 14. Notices

Notices under this Agreement may be given by personal delivery, e-mail, 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 SJ Akers
P.O. Box 578
San Marcos, TX 78667

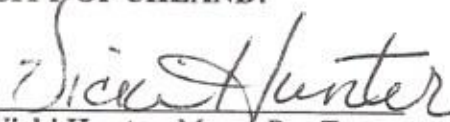
info@theakerslawfirm.com

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

Section 15. 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 Caldwell County, Texas, and will be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Caldwell County, 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.

CITY OF UHLAND:


Vicki Hunter, Mayor Pro-Tem

THE AKERS LAW FIRM:


Amy Lea SJ Akers

Amy Lea SJ Akers

100 Congress Ave., Ste. 2000
Austin, TX 78701

(512) 480-2210 P
Info@TheAkersLawFirm.com

January 28, 2021

Vicki Hunter
Mayor
City of Uhland

Re: Uhland/Amy Lea SJ 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 and a copy of the Texas Lawyer's Creed. The purpose of this Agreement is to set forth our understanding of the continued legal services to be performed by me as the City's contract City Attorney and the basis upon which I will be compensated for those services. As in the past I am proposing a flat fee basis for compensation wherein I have left blank the number of hours, up to, per month for which the flat fee shall cover. Based upon the number of hours the City chooses per month the monthly Initial Base compensation shall be calculated as follows: \$1100 + (# of hours per month x \$150). My acceptance of the representation and duties becomes effective upon my receipt of a fully executed copy of the Agreement.

Respectfully,



Amy Lea SJ Akers

**AGREEMENT
For
Contract Legal Services**

Amy Lea S J Akers – City Attorney

This agreement is entered into this _____ day of _____, 2021, between the City of Uhland, a municipal corporation, hereinafter called “City”, and Amy Lea S J Akers, an individual, hereinafter called “Ms. Akers.”

WHEREAS, The City of Uhland will retain the services 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 City Attorney as may from time to time be necessary to protect the best interests of the City to include but not limited to appearance at one City Council Meeting and one Planning and Zoning Commission Meeting per month plus up to _____ (____) hours of other legal work per month via phone, e-mail or in person as needed. The Representation does not include travel time except to and from the two meetings as detailed above. The Representation does not include litigation or 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 services 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 and the Council, 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 _____ (____) months beginning _____ 1, 2021 and ending September 30, 2023. This agreement shall automatically renew for an additional twenty-four (24) month term unless notice of termination is provided by resolution of the City Council at least one-hundred-eighty (180) days before September 30, 2023.

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 earlier of the expiration of this agreement or twelve (12) months from the date of termination. Ms. Akers may choose a lump sum disbursement; provide however, such disbursement will be discounted by 25%.
- 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 of City Council, Mayor or City Administrator to disclose material facts; fraudulent or criminal conduct of Council Members, Mayor or City Administrator; action(s) by Council, Mayor or City Administrator that is/are contrary to Ms. Akers' advice or that fail to meet the Expectations as defined in Section 6. 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 any event the Representation is terminated, 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 on a monthly basis until the earlier of the expiration of this agreement or twelve (12) months from the date of resignation. Ms. Akers may choose a lump sum disbursement; provide however, such disbursement will be discounted by 25%.
- 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 Uhland

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 and Ms. Akers she shall not be entitled to any further compensation under this agreement.

Section 5. Payment and Fees

A. City Representation.

- 1) The City agrees to pay Ms. Akers a flat fee annual base of no less than \$ _____, _____ 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 two (2) meetings per month and up to _____ (_____) hours of other legal work per month, as described in Section 1.A. above.
- 2) Additional time spent beyond the above stated hours per month as 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 meetings 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 \$6000.00 per year, payable in monthly installments in addition to the Initial Base (i.e. \$ _____ per month in years one and two; and \$ _____ per month in years three and four).

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. 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.

- D. 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.
- E. The Initial Base being payable and due for each month shall be remitted prior to the start of the month for which it is due. A statement of additional fees and expenses for additional City Representation legal work, Pass-Through legal services, and ancillary fees, expenses or charges incurred on behalf of the City will be submitted to the City the following month of which full payment is due within 15 business days.

Section 6. Expectations of the City of Uhland

In order to facilitate effective representation, the City agrees to do and to direct each Council Member, Mayor and City Employee 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, trainings and other proceedings when it is reasonable to do so;
- (4) not disclose confidential attorney-client privileged information;
- (5) not knowingly violate any law; 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 that would bar Ms. Akers representation of the City. However, Ms. Akers has made it clear that she serves on the Board of Pedernales Electric Cooperative (“PEC”) and as such recuses herself from any legal matters between the City and PEC.

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 in writing 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 this Agreement or the terms herein shall be construed as such a promise or guarantee.

Section 10. Indemnification

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

city@uhlandtx.us
2. Amy Lea S J Akers
100 Congress Ave.
Ste. 2000
Austin, TX 78701

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 _____ day of _____, 2021.

AMY LEA SJ AKERS:

CITY OF UHLAND:

By: _____

By: _____
Vicki Hunter, Mayor

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. Berchermann, Jr.
Judges